

Mutual Non-Disclosure and Confidentiality Agreement

Parties

Public Works Authority

AND

Company Name

Public Works Authority



| | | | |
|---------------------------------------|--------------------|-------------|-----|
| Reference No. | PWA – NDA – Vendor | Version No. | 1.0 |
| Prepared By: | ISD Department | Date | |
| Document Classification: Confidential | | | |

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1. Purpose

This Agreement is entered into as of **Date** by and between **Public Works Authority (“PWA”)** P. O. Box 22188, Doha, Qatar and **“XXX Trading Co”**. with its principal place of business at P.O.Box **“Wrie your PO BOX”** Qatar.

This agreement is intended to facilitate the exchange of information between **‘PWA’** and **‘XXX Trading Co.’**, to create a mutually beneficial relationship and for provision of services, completion of tasks or activities (and/or to establish and set the stage for a real and tangible joint business opportunity) related to **<Project Name>**.

‘PWA’ and **‘XXX Trading Co.’** desire to disclose, on a confidential basis, email addresses of employees which is confidential and/or proprietary by **‘PWA’** and **‘XXX Trading Co.’** concerning their respective businesses. **‘PWA’** and **‘XXX Trading Co.’** wish to maintain the confidentiality and proprietary nature of the confidential information disclosed.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

2. Confidential Information

The Parties agree that information disclosed orally or in writing or made available by either Party (“Disclosing Party”) to the other Party (“Recipient”), including, but not limited to, information acquired from employees; trade secrets; strategic plans; invention plans and disclosures; customer information; suppliers; software; distribution channels; marketing studies; intellectual property; information relating to process and products, designs, business plans, business opportunities, marketing plans, finances, research, development, know-how or personnel; confidential information originally received from third parties; information relating to any type of technology, and all other material whether written or oral, tangible or intangible, shall be deemed “Confidential Information.” In addition, the existence and terms of this Agreement shall also be treated as Confidential Information. The parties agree that any Confidential Information disclosed prior to the execution of this Agreement was intended to be and shall be subject to the terms and conditions of this Agreement.

3. Restrictions and Exceptions

The Parties agree to maintain the confidentiality of the Confidential Information and to prevent its unauthorized dissemination.

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4. Responsibilities

The Parties expressly agree that the Recipient shall not use Confidential Information in the development of any products or services for its own account or for the account of a third party unless expressly agreed to by the Disclosing Party in writing. Further, the Parties agree not to use the Confidential Information for purposes other than that necessary to consider the possibility of entering into a business relationship or transaction between the Parties. The Recipient shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own Confidential Information. The Recipient shall limit its internal disclosure of the Confidential Information to only those employees and agents who have a need to know the information for the limited purpose of the proposed business relationship between the Parties. Both Parties agree that it will direct its employees and agents to maintain the confidentiality of the Confidential Information.

The obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between the Disclosing Party and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. Ownership of Confidential Information

All Confidential Information, and all material items delivered by the Disclosing Party to the Recipient, remains the property of the Disclosing Party and no license or other rights in the Confidential Information are granted to the Recipient by this Agreement or by the act of disclosure. No rights, obligations, representations or terms other than those expressly set forth herein are to be implied from this Agreement. In particular, without limitation, no license is hereby granted directly or indirectly to either Parties or their respective employees (a) under any patent, trademark, trade secrets or copyright, or (b) to use the other Party's name, trade names, trademarks, service marks, logos or designs for any purpose, without the other Party's prior written permission.

6. Return of Materials and Documents

Upon the written request of the Disclosing Party, the Recipient shall return to it (or, at the request of the Disclosing Party, erase or destroy) all materials that contain or embody any Confidential Information of the Disclosing Party, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof. Return or destruction of such material shall not relieve the Recipient of its obligations of confidentiality. Upon the request of the Disclosing Party, the Recipient will certify that it has complied with the provisions of this paragraph.

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7. General

- a. Neither Party may use the name, logo, or trademarks of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other Party.
- b. No waiver of any term of this Agreement will be effective unless and until it is in writing and signed by both parties to this Agreement. Failure by either party at any time to require performance by the other party or to claim a breach of this Agreement will not be construed as a waiver of any right under this Agreement.
- c. This Agreement may not be assigned, and shall be governed by and interpreted under the laws of Qatar.
- d. This Agreement constitutes the entire agreement and understanding between the parties with respect to Confidential Information, Non-Circumvent and Non-Solicit Agreements and it supersedes all other prior written or oral agreements, representations and understandings regarding the subject matter of this Agreement. This Agreement may be amended only by a written document executed by both parties.
- e. A finding by any court of competent jurisdiction that any provision of this Agreement or part thereof is unenforceable shall not affect the enforceability of the remaining provisions of this Agreement.

8. VPN User responsibilities

- a. By using VPN technology from personal laptops, users must understand that their machines are a de facto extension of the Ashghal network, and as such are subject to the same rules and regulations that apply to Ashghal owned equipment. I.e. their machines must be configured to comply with all Ashghal security policies.
- b. It is the responsibility of the users with VPN privileges to ensure that unauthorized persons are not allowed access to Ashghal internal network (intranet).
- c. Users of this service are responsible for the procurement and cost associated with acquiring basic internet connectivity, and any associated local internet connection issues to connect their devices to public network in order to get connected to Ashghal private network through VPN service.
- d. Only VPN client software that is approved by and/or distributed by PWA ISD should be used to connect to Ashghal VPN.

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- e. Ashghal VPN service access is controlled by VPN group credentials and VPN user credentials. VPN group credentials may be configured in requestor's laptop by IS department technicians (as a help) whereas VPN user credentials will be assigned to service requestor for his individual VPN service account authentication. Therefore, VPN service account requestor is solely responsible for keeping the confidentiality of his VPN service account.
- f. VPN service user should not initiate continuous ping or any other artificial network process in order to keep the connection open after the 30 minutes of inactivity (idle time).
- g. VPN service user must use the IS Department's approved and most up-to-date anti-virus software in their computers those they are using to connect to Ashghal VPN.
- h. PWA VPN service must be used solely for Ashghal business purposes. All VPN service users are subject to auditing of VPN usage.
- i. Only single VPN session will be initiated from every VPN service user account. Concurrent VPN sessions from a VPN user account are not allowed.
- j. Each VPN user will have a unique VPN access profile, shared access profiles are not permitted.

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9. Signatories

Understood and Agreed by:

For Public Works Authority

Name:

Title:

Signature: -----

Date: -----

For “Company Name”

| Si.No | Name | Position & Sign with Stamp |
|-------|------|----------------------------|
| 1. | | |
| 2. | | |
| | | |

Sign and Stamp of the company

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