

Annex G: Non-Disclosure Agreement (NDA) Template

(To Be Completed and Signed by Bidders Before Access to Confidential Tender Information)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made this ____ day of _____, 2025, by and between:

1. [INSERT NAME OF CONTRACTING AUTHORITY], located at [INSERT ADDRESS],
("Disclosing Party"),
AND

2. [INSERT FULL LEGAL NAME OF BIDDER], whose registered address is [INSERT ADDRESS] ("Receiving Party").

Collectively referred to as the "Parties".

1. PURPOSE

The Receiving Party is interested in participating in the tender process for the **GATEWAY Program Portal Development** ("Project") and may be granted access to certain confidential or proprietary information necessary to prepare their tender submission.

2. CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" includes but is not limited to:

- Project documents, terms of reference, and annexes
- Technical specifications and functional requirements
- Evaluation criteria
- Personal data of program participants
- Financial or operational information
- Any other information identified as confidential by the Disclosing Party.

Confidential Information may be disclosed in written, oral, digital, or visual form.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees that:

- It shall maintain all Confidential Information in strict confidence.
- It shall not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
- It shall only use Confidential Information for the sole purpose of preparing its tender submission.
- It shall limit access to Confidential Information to its employees, agents, or subcontractors who need to know it for the tender process and ensure such persons are bound by similar confidentiality obligations.

- It shall implement reasonable safeguards (including cybersecurity measures) to prevent unauthorized access to Confidential Information.

4. EXCLUSIONS

Confidential Information does not include information that:

- Was already known to the Receiving Party before disclosure by the Disclosing Party;
- Becomes publicly available without breach of this Agreement;
- Is independently developed by the Receiving Party without reference to the Confidential Information;
- Is required to be disclosed by law or valid legal process, provided prior notice is given to the Disclosing Party.

5. DURATION

This Agreement shall remain in force during the tender process and for a period of **five (5) years** thereafter, or until the Confidential Information becomes publicly available through no fault of the Receiving Party.

6. RETURN OR DESTRUCTION OF INFORMATION

Upon conclusion of the tender process, or upon request by the Disclosing Party, the Receiving Party shall:

- Promptly return all Confidential Information (and any copies thereof); or
- Permanently destroy such information and certify its destruction in writing.

7. NO RIGHTS GRANTED

Nothing in this Agreement shall be construed as granting any license, rights, or ownership to the Receiving Party under any intellectual property rights.

8. LIABILITY & INDEMNITY

The Receiving Party agrees to indemnify and hold harmless the Disclosing Party against all losses, damages, or liabilities arising from any unauthorized disclosure or breach of this Agreement.

9. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the **Federal Republic of Nigeria**. Any disputes arising hereunder shall first be resolved through amicable negotiations, failing which either Party may submit the dispute to arbitration under the **Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria 2004**. The arbitration shall be held in Nigeria and conducted in English.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, understandings, or representations, whether written or oral.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

For the Disclosing Party:

[INSERT NAME OF CONTRACTING AUTHORITY]

Name: _____

Title: _____

Signature: _____

Date: _____

For the Receiving Party (Bidder):

[INSERT NAME OF BIDDER]

Name: _____

Title: _____

Signature: _____

Date: _____