

# MUTUAL NON-DISCLOSURE AGREEMENT

Pre-Existing Intelligence | Pre-Bid Engagement | SLED Government Procurement  
Masked Offshore Support | US Prime Contractor Collaboration

## PARTIES TO THIS AGREEMENT

PARTY A	PARTY B
<b>US Prime Contractor</b>	<b>Offshore Remote Service Provider</b>
Legal Company Name:	Legal Company Name:
State of Incorporation:	Registered Jurisdiction (Pakistan):
SAM.gov UEI / CAGE Code:	Pakistan Operational Address:
Principal US Business Address:	US Registered Address (if any, admin only):

## FOUNDATIONAL PREMISE OF THIS AGREEMENT

Party B has independently obtained, reviewed, and decoded all Project Intelligence prior to the execution of this Agreement. No part of that intelligence was provided by Party A. This Agreement does not govern the initial acquisition of that information. Its sole purpose is to: (1) establish the confidentiality obligations governing Project Intelligence already in Party B's possession; and (2) create the legal framework under which Party B may now engage with Party A to collaboratively refine, align, and support Party A's bid submission for the subject SLED solicitation with Party B operating at all times in a masked, backend, and anonymous capacity invisible to the awarding body.

### 1. RECITALS

WHEREAS Party A is a US-based prime contractor holding active registration in the System for Award Management (SAM.gov) with a valid UEI and CAGE Code, and regularly participates in competitive bidding for US SLED government solicitations;

WHEREAS Party B is an offshore remote service provider incorporated and operating exclusively in Pakistan, with specialist capabilities in US SLED procurement research, solicitation analysis, and bid intelligence;

WHEREAS, Party B has, through its own independent research and analytical work, obtained and decoded the complete Project Intelligence for the SLED solicitation described in Annex A, without any involvement, facilitation, or contribution from Party A;

WHEREAS, Party B's possession of the Project Intelligence predates this Agreement, and this Agreement does not retroactively govern how that information was obtained;

WHEREAS, having decoded the Project Intelligence, Party B now wishes to engage with Party A to collaborate on translating that intelligence into a winning bid submission, with Party A acting as the sole visible prime contractor, and Party B operating entirely in the backend, masked and anonymous, with no visibility to the Awarding Body;

WHEREAS, both parties wish to establish a binding legal framework that: (a) governs the confidentiality of all information exchanged from this point forward; (b) defines the permitted scope of Party B's backend engagement; and (c) ensures that the Bid Submission is made exclusively by and attributed exclusively to Party A;

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 2. DEFINITIONS

The following terms shall have the meanings set forth below:

<b>Project Intelligence</b>	All procurement-related information independently obtained and decoded by Party B prior to this Agreement, comprising complete project summary, full statement of work, technical assessment, tender insight report, team effort estimates, cost projections, Gantt charts, submission requirements, and the complete tender abstract. Party A is not the source of this information.
<b>Pre-Existing Knowledge</b>	Any information, analysis, or work product that Party B generated, decoded, or derived from publicly available or independently accessed sources prior to the Effective Date of this Agreement, without involvement or contribution from Party A.
<b>Collaboration Phase</b>	The period commencing on the Effective Date during which Party B works with Party A to align, refine, and augment the Project Intelligence to support Party A's bid submission. This is the only phase during which Party A becomes a source of Confidential Information to Party B.
<b>Confidential Information</b>	All non-public information exchanged between the parties during the Collaboration Phase, including Party A's bid strategy, pricing approach, teaming structure, client relationships, and any refinements or additions Party A contributes to the Project Intelligence package.
<b>Bid Submission</b>	The formal response to the SLED solicitation submitted exclusively by Party A in its own name, SAM.gov registration, and legal identity. Party B's name, identity, involvement, and Pakistan-based operations shall not appear in, or be referenced by, the Bid Submission in any form.
<b>Masked Engagement</b>	The operational arrangement under which Party B provides all support services to Party A from the backend, invisibly and anonymously, with no direct or indirect contact with the awarding body, issuing authority, evaluation panel, or any government representative in connection with the subject solicitation.
<b>Awarding Body</b>	The US State, Local, or Education government entity that issued the subject solicitation and that will evaluate, score, and award the resulting contract.
<b>SLED Market</b>	US State, Local, and Education government procurement market, encompassing all solicitations and contract opportunities issued by state agencies, local governments, municipalities, counties, school districts, and public educational institutions.
<b>US Prime</b>	Party A in its capacity as the sole visible, registered, and accountable prime contractor on the subject solicitation, bearing full legal and regulatory responsibility for the Bid Submission.
<b>Offshore RSP</b>	Party B, a remote service provider incorporated and operating in Pakistan, engaged to provide pre-bid analytical, technical, and support services to Party A exclusively under the Masked Engagement model.

## 3. STATUS OF PARTY B'S PRE-EXISTING PROJECT INTELLIGENCE

### 3.1 Acknowledgment of Independent Acquisition

Party A expressly acknowledges and agrees that the Project Intelligence was independently obtained and decoded by Party B prior to the Effective Date of this Agreement. Party A makes no claim of ownership, authorship, or prior right over Project Intelligence or any analysis derived solely from Party B's independent work.

### 3.2 No Retroactive Restriction

This Agreement does not impose any retroactive confidentiality obligation on Party B with respect to the manner or method by which it acquired the Project Intelligence. The confidentiality obligations in Section 5 apply only to information that is: (a) exchanged between the parties on or after the Effective Date; or (b) directly contributed to Party B by Party A during the Collaboration Phase.

### 3.3 Party B's Residual Rights

Party B retains all rights to its own pre-existing analytical methods, frameworks, research tools, and proprietary intelligence processes. Nothing in this Agreement transfers or restricts those rights. However, any work product specifically developed for and delivered to Party A under this Agreement shall be subject to the use restrictions in Section 6.

### **3.4 No Grant of License by Party A**

Because Party A is not the source of Project Intelligence, Party A grants no license or permission in relation to that intelligence. Party B's authorization to hold and use the Project Intelligence derives from its own independent acquisition, subject to the use restrictions set out in this Agreement.

## **4. COLLABORATION FRAMEWORK AND PARTY B'S ENGAGEMENT SCOPE**

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### **4.1 Purpose of the Collaboration Phase**

Having decoded and analyzed Project Intelligence independently, Party B now engages with Party A to convert that intelligence into actionable bid support. The Collaboration Phase covers the period from the Effective Date through to the final submission of the Bid and any post-submission clarifications requested by the Awarding Body.

### **4.2 Party B's Permitted Activities**

During the Collaboration Phase, Party B is authorized to undertake the following activities on behalf of and in full support of Party A:

- Align the decoded Project Intelligence with Party A's specific capabilities, qualifications, past performance, and bid strategy;
- Prepare and deliver written technical narrative, SOW response drafts, and compliance matrix inputs for Party A's adoption and submission;
- Develop and refine cost models, team structure recommendations, and effort estimates, calibrated to Party A's pricing approach;
- Produce submission-ready Gantt chart inputs, project schedules, and resource allocation models aligned to Party A's delivery methodology;
- Prepare a complete submission requirements checklist and cross-reference it against Party A's draft bid package;
- Provide backend support for clarification questions, addendum analysis, and any RFP amendment impacts;
- Review and quality-check Party A's draft submission from a compliance and competitiveness perspective before final submission.

### **4.3 Submission Is Exclusively Party A's**

Notwithstanding any contribution by Party B, the Bid Submission shall be prepared, signed, certified, and submitted exclusively by Party A in Party A's own legal name, SAM.gov registration, and regulatory identity. All certifications, representations, and attestations in the Bid Submission shall be those of Party A alone. Party B shall not sign, certify, submit, or appear in the Bid Submission in any form.

### **4.4 Deliverable Ownership**

All work product, deliverables, draft narratives, analyses, and outputs that Party B develops specifically for this engagement and delivers to Party A shall, upon delivery, become the property of Party A for the purpose of the subject bid. Party A may edit, adopt, incorporate, and submit such work product as its own without attribution to Party B.

### **4.5 No Post-Award Subcontract Obligation**

This Agreement governs the pre-bid engagement only. It does not obligate Party A to engage Party B as a subcontractor, teaming partner, or supplier post-award. Any post-award engagement shall be governed by a separate written agreement. However, the confidentiality and anonymity obligations in this Agreement shall survive regardless of whether a post-award arrangement is entered.

## **5. CONFIDENTIALITY OBLIGATIONS**

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### **5.1 General Standard**

Each party (the Receiving Party) shall hold in strict confidence all Confidential Information received from the other party (the Disclosing Party) during the Collaboration Phase and shall use it solely in connection with the Permitted Purpose. The Receiving Party shall apply a standard of care no less protective than that used for its own confidential information, and in no event less than a reasonable standard.

## 5.2 Party B's Specific Obligations

- Not to disclose Party A's bid strategy, pricing, teaming structure, client relationships, or any other Confidential Information contributed by Party A to any third party;
- Not to use Party A's Confidential Information to support any other bidder, competitor, or entity in connection with the same solicitation;
- To limit access to Party A's Confidential Information strictly to Party B's personnel who need it for the Permitted Purpose, and only if those personnel are bound by equivalent written confidentiality obligations;
- To notify Party A immediately upon discovery of any unauthorized use or disclosure of Party A's Confidential Information;
- Not to approach the Awarding Body, issuing authority, evaluation panel, or any government representative in connection with the subject solicitation at any time.

## 5.3 Party A's Specific Obligations

- Not to disclose Party B's identity, Pakistan-based operations, personnel names, or involvement to the Awarding Body, any government representative, or any third party without Party B's prior written consent;
- Not to reference, identify, or allude to Party B in any bid document, teaming disclosure, past performance reference, or certification;
- Not to share Party B's analytical frameworks, work product, or proprietary intelligence processes with any competing prime contractor or other service provider;
- To use Party B's work product exclusively for the subject bid and not to repurpose it for unrelated solicitations without Party B's consent.

## 6. MASKED ENGAGEMENT AND ANONYMITY

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### 6.1 Backend-Only Posture

Party B's engagement is entirely backend and operational. At no point shall Party B initiate, engage in, or respond to any communication with the Awarding Body, issuing authority, contracting officer, or evaluation team in connection with the subject solicitation. All communication with the Awarding Body shall be conducted exclusively by Party A.

### 6.2 No Appearance in Bid Documents

Party A agrees that no bid document, proposal, exhibit, attachment, teaming worksheet, subcontractor disclosure, or certification shall reference, name, identify, or in any way allude to Party B, its Pakistan-based personnel, or the offshore origin of any component of Party A's bid package. All work product submitted by Party A shall be presented as Party A's own work without qualification.

### 6.3 Dual-Jurisdiction Status of Party B

Party B is incorporated and operates exclusively in Pakistan/USA. Where Party B maintains a US registered address for administrative or legal correspondence purposes only, that address does not create any US operational presence, US tax nexus, employment relationship, or subcontractor registration requirement under the subject solicitation. Party B's sole operational base is in Pakistan.

### 6.4 No SAM.gov or CAGE Registration Required

Because Party B's engagement is pre-bid intelligence and analytical support only, and Party B shall not appear in the Bid Submission, no SAM.gov registration, CAGE Code, or subcontractor disclosure is required of Party B under this Agreement. Party A represents that it has reviewed the relevant solicitation's subcontracting and disclosure requirements and confirms that the Masked Engagement model is consistent with those requirements.

### 6.5 Perpetual Anonymity Obligation

The obligation to protect Party B's identity and anonymity with respect to the subject solicitation shall survive termination or expiration of this Agreement without limitation in time. Party A shall not, at any point after signing, voluntarily disclose or confirm Party B's involvement to the Awarding Body or any government representative in connection with this or any related procurement action.

## 7. REGULATORY COMPLIANCE AND REPRESENTATIONS

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### 7.1 Party A Representations

- Party A is duly registered in SAM.gov with a valid UEI and CAGE Code, and is in compliance with all applicable SLED and federal procurement regulations including FAR and applicable state-level procurement codes;
- Party A has reviewed the solicitation's teaming, subcontracting, and disclosure requirements and has determined that the Masked Engagement structure is permissible for this specific solicitation;
- All certifications, representations, and attestations in the Bid Submission will be accurate and will be Party A's own, made under Party A's sole authority and responsibility;
- Party A holds all required licenses, registrations, and qualifications to bid on and perform the subject SLED contract.

### 7.2 Party B Representations

- Party B is a legally incorporated and operating entity in Pakistan, compliant with applicable Pakistani law including SECP requirements and any applicable PSEB registration;
- Party B is not listed on any US government debarment or suspension register, the SAM.gov Exclusions list, the OFAC SDN list, or any applicable export control or restricted parties list;
- Party B's provision of pre-bid analytical services does not require any US export license under EAR or ITAR for the nature of the information involved;
- Party B does not employ, subcontract to, or share information with any person or entity subject to US sanctions or export restrictions.

### 7.3 No Employment or Agency Relationship

Nothing in this Agreement creates an employment, agency, partnership, joint venture, or teaming relationship between the parties. Party B is an independent contractor. Party B's personnel are not employees of Party A and are not entitled to any employment benefits, workers' compensation, or protections under US law.

## 8. EXCEPTIONS TO CONFIDENTIALITY

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The confidentiality obligations in Section 5 shall not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Was already in the Receiving Party's possession prior to disclosure by the Disclosing Party, as evidenced by contemporaneous written records;
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- Is received from a third party who is not under any obligation of confidentiality with respect to that information;
- Must be disclosed pursuant to applicable law, court order, or regulatory requirement provided that: (a) the Receiving Party gives the Disclosing Party prompt written notice before disclosure; (b) the Receiving Party cooperates in seeking a protective order or appropriate remedy; and (c) disclosure is limited strictly to what is legally required.

For the avoidance of doubt: the exceptions in this Section do not apply to the Masked Engagement and anonymity obligations in Section 6, which are absolute and unconditional.

## 9. TERM, TERMINATION, AND RETURN OF INFORMATION

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### 9.1 Term

This Agreement takes effect on the Effective Date and continues for three (3) years, or until terminated as set out below.

### 9.2 Termination for Convenience

Either party may terminate this Agreement on thirty (30) days' written notice. Termination does not affect any obligation that arose before the termination date, and Section 6 (Masked Engagement) survives termination without limit.

### **9.3 Termination for Cause**

Either party may terminate immediately on written notice if the other party materially breaches this Agreement and fails to cure the breach within fifteen (15) business days of receiving written notice specifying the breach in reasonable detail.

### **9.4 Return or Destruction of Information**

Upon termination, expiration, or conclusion of the subject bid submission, each party shall promptly return or certifiably destroy all Confidential Information received from the other party, including all copies, extracts, and derivatives, and shall provide written certification within ten (10) business days. A single archival copy may be retained in secure legal files solely to demonstrate compliance.

### **9.5 Survival**

Sections 3, 5, 6, 8, 10, 11, and 12 survive termination or expiration of this Agreement.

## **10. REMEDIES AND ENFORCEMENT**

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10.1 The parties agree that a breach of the confidentiality or anonymity provisions of this Agreement would cause irreparable harm that cannot be adequately remedied by monetary damages. Either party shall therefore be entitled to seek immediate injunctive relief and specific performance without posting a bond or other security, in addition to any other remedies available at law or in equity.

10.2 The breaching party shall be liable for all direct damages, lost profits, and reasonable legal fees incurred by the non-breaching party in enforcing its rights under this Agreement.

10.3 A breach by Party A of the Masked Engagement obligations in Section 6 that results in Party B's identity, Pakistan-based operations, or involvement being disclosed to the Awarding Body, any government representative, or any evaluation panel shall constitute a material breach entitling Party B to immediate termination and full indemnification of all resulting harm, losses, and reputational damage.

## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

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### **11.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [INSERT STATE], United States of America, without regard to conflict of law principles.

### **11.2 Dispute Resolution**

The parties shall attempt to resolve any dispute through good-faith negotiation between senior representatives for thirty (30) calendar days. If unresolved, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association (AAA), seated in [INSERT CITY, STATE], conducted in English. The arbitrator's decision shall be final and may be entered as a judgment in any court of competent jurisdiction.

### **11.3 Emergency Relief**

Either party may seek emergency injunctive or equitable relief from a court of competent jurisdiction to prevent imminent irreparable harm, without waiving its right to arbitration.

### **11.4 Pakistani Enforcement**

Party B consents to the jurisdiction of competent Pakistani courts for enforcement of any judgment or arbitral award against Party B within Pakistan, and the parties agree to cooperate in obtaining recognition of any such judgment in Pakistan as required by applicable law.

## **12. GENERAL PROVISIONS**

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### **12.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, and understandings, whether oral or written.

**12.2 Amendments**

No amendment or modification is effective unless made in writing and signed by authorized representatives of both parties.

**12.3 No Waiver**

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver thereof.

**12.4 Severability**

If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**12.5 Assignment**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment without consent shall be null and void. Assignment to a corporate successor in a merger or acquisition is permitted if the successor assumes all obligations in writing.

**12.6 Notices**

All notices shall be in writing and delivered by email with read-receipt confirmation or by internationally recognized courier to the addresses in the party details above. Notices are effective upon confirmed delivery.

**12.7 Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts; each deemed an original. Electronic signatures, including PDF and DocuSign, are valid and binding.

**12.8 Language**

This Agreement is executed in English. In the event of conflict with any translation, the English version prevails.

**12.9 Force Majeure**

Neither party shall be liable for failure to perform due to events beyond its reasonable control, including acts of God, war, government actions, or internet infrastructure failures, provided the affected party promptly notifies the other and takes reasonable mitigation steps.

**13. EXECUTION**

IN WITNESS WHEREOF, the parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date written above.

**PARTY A US Prime Contractor**

Authorized to bind the company

**PARTY B Offshore RSP (Pakistan)**

Authorized to bind the company

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title / Designation

\_\_\_\_\_  
Title / Designation

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Date

\_\_\_\_\_  
Date

## ANNEX A | SCHEDULE OF PRE-EXISTING PROJECT INTELLIGENCE

*Independently obtained and decoded by Party B prior to the Effective Date*

This Annex forms part of the Agreement and identifies the specific Project Intelligence components that Party B has independently obtained and decoded prior to the Effective Date. Party B confirms possession of each item checked below. Party A acknowledges this inventory without any claim of ownership or provision.

### Solicitation Reference

<b>Issuing Agency / Authority</b>	
<b>Solicitation Number / RFP Reference</b>	
<b>Project Title</b>	
<b>Solicitation Type</b>	RFP / RFI / IFB / Other:
<b>SLED Category</b>	State / Local / Education
<b>Bid Submission Deadline</b>	
<b>Estimated Contract Value</b>	

### Project Intelligence Inventory

<b>Project Intelligence Component</b>	<b>Confirmed Party B</b>	<b>by</b>	<b>Version / Date Decoded</b>
Complete Project Summary	[ Yes / No ]		
Full Statement of Work (SOW)	[ Yes / No ]		
Technical Assessment	[ Yes / No ]		
Tender Insight Report (Complete)	[ Yes / No ]		
Team Effort Estimates	[ Yes / No ]		
Cost Projections and Rate Modelling	[ Yes / No ]		
Gantt Chart (Full Project Schedule)	[ Yes / No ]		
Submission Requirements Document Set	[ Yes / No ]		
Tender Abstract (Complete)	[ Yes / No ]		
Other (specify): _____	[ Yes / No ]		

## ANNEX B | COLLABORATION ACTIVITY MATRIX

*Permitted activities for Party B during the Collaboration Phase    Submission by Party A only*

This Annex defines the scope of Party B's permitted engagement during the Collaboration Phase. All deliverables listed are provided to Party A exclusively. The Bid Submission column confirms that Party A is the sole submitting party in every case. Party B is not visible, named, or attributed in any submission.

### Collaboration Activity Matrix

Collaboration Activity	Party B Deliverable	Submission Owner
<b>SOW Alignment</b>	Annotated SOW with gap analysis and technical response suggestions	<b>Party A only</b>
<b>Bid Strategy Refinement</b>	Strategic positioning brief based on decoded tender insight	<b>Party A only</b>
<b>Technical Volume Support</b>	Draft technical narrative sections for Party A's review and adoption	<b>Party A only</b>
<b>Cost and Pricing Support</b>	Refined cost model and team structure recommendation	<b>Party A only</b>
<b>Schedule / Gantt Alignment</b>	Updated Gantt chart inputs aligned to Party A's delivery methodology	<b>Party A only</b>
<b>Submission Checklist</b>	Cross-referenced submission requirements checklist for Party A	<b>Party A only</b>
<b>Compliance Matrix</b>	Requirement-by-requirement compliance matrix for bid package	<b>Party A only</b>
<b>Q&amp;A and Clarifications</b>	Backend response support for any RFP clarifications Party A submits	<b>Party A only</b>

### General Rules for the Collaboration Phase:

- All communication between the parties shall be conducted through secure, private channels agreed between the authorized personnel of each party.
- Party B shall not initiate, accept, or participate in any direct communication with the Awarding Body, issuing authority, contracting officer, or evaluation panel at any time.
- Party B shall not engage any third-party subcontractor or sub-vendor in connection with this engagement without Party A's prior written consent.
- Party A is solely responsible for verifying that any work product adopted from Party B is accurate, compliant, and appropriate before inclusion in the Bid Submission.
- The Collaboration Phase ends upon final submission of the Bid by Party A. Any further engagement post-submission requires written confirmation from both parties.

## **ANNEX C | AUTHORIZED PERSONNEL REGISTER**

*Access strictly limited to individuals named below*

Access to Confidential Information under this Agreement is strictly limited to the individuals listed below. Any addition or removal of authorized personnel requires written notice to the other party within two (2) business days.

### **Authorized Personnel**

<b>Full Name</b>	<b>Title / Role</b>	<b>Party (A or B)</b>	<b>Email Address</b>