

APPENDIX- D

Non-Disclosure Agreement

This **Non-Disclosure Agreement** (“Agreement”) is executed on this..... day of... XXXX(Year). This Agreement shall be effective from **NOA Date**(“Effective Date”) By and Between, **PowerGrid Teleservices Limited (PowerTel)**, (which expression includes its successors and assigns) having its Registered Office at **B9, Qutab Institutional Area, Katwaria Sarai, New Delhi, 110019**, hereinafter referred as Disclosing Party / PowerTel

And

M/s XXXXXXXX having its registered office at Address **XXXXXXXX** which expression includes successors and assigns, hereinafter referred as Receiving Party / Vendor. Both collectively referred to as “Parties” and individually as “Party”.

WHEREAS

- A. PowerGrid Teleservices Limited (PowerTel), a 100% wholly owned subsidiary of **Power Grid Corporation of India Limited (POWERGRID)** has been formed to inter alia undertake Telecom Business. POWERGRID, a Govt of India Enterprise under Ministry of Power, is entrusted with the establishment, maintenance and operation of inter-state EHV transmission lines, substations & communication facilities in a coordinated and efficient manner with reliability, security and economy. Its primary business is bulk transmission of Electric Power through its EHV AC (765/400/220 /132kV) and HVDC (± 500 kV) transmission network. PowerTel is a Telecom Service Provider and operates a commercial Telecom Network under the UASL License issued by DoT and provide NLD & ISP Category “A” services.
- B. The vendor is engaged in ‘**Package-C1: DWDM Equipment Package**’ under ‘**Augmentation of Telecom Backbone Network and associated infrastructure**’.
- C. PowerTel and Vendor are desirous of pursuing a mutually beneficial relationship through the execution of Contract awarded by PowerTel to the vendor vide **No. (Contract Details)**.
The Vendor agrees that in the course of their association for executing the said Contract Agreement, there may be sharing of confidential information between them. Through this Agreement, both parties define the obligations with respect to the confidential information.
- D. Vendor may receive/have received from the other Party i.e. PowerTel certain technical, non-technical, financial, business and other proprietary and confidential information in relation to their respective businesses and contract specific tasks.
- E. Due to various Information Security related risks associated with the execution of the contract, PowerTel desires to mitigate the perceived risks and seeks to protect its physical and intellectual assets through defined agreements with the vendor.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Vendor agrees as follows:

1. Confidential Information

“Confidential Information” shall mean any and all information disclosed to, or otherwise acquired or identified or observed by the Receiver including its subsidiaries and affiliates, and each of their

respective directors, employees, representatives and agents from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, or received from others that the Disclosing Party is obligated to treat as confidential, and other materials and information of a confidential nature whether communicated in writing, orally, electronically, photographically, or recorded in any other form of media, including, but not limited to, all sales and operating information, contractor's information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, specifications, technical configurations, concepts, reports, methods, processes, techniques, operations, devices, , product schematics or drawings, descriptive material, patent and patent applications, trade secrets, trademarks, trade names, specifications, software (source code or object code) and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right.

"Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

2. Obligations of Receiving Party relating to Information Security

Vendor agrees to conform to the following requirements:

- a) All Telecom Equipment, intelligent electronic devices (IEDs), including devices with embedded software, Automation servers Controllers, HMIs and associated network components wherein the data is routable (equipped with Ethernet/optical Ethernet, Serial/Optical Serial) must meet applicable requirements under IEC/ISO:62443, IEC/ISO:15408 standards.
- b) Vendor agrees to submit required evidence/certification for conformance from PowerTel approved third-party test laboratories. The tests which may require mandatory presence as witness of authorized representative of PowerTel shall be communicated to the Vendor.
- c) Vendor agrees to provide IT architecture details such as Firmware details, Operating System, databases, middleware, application frameworks and related third-party drivers, software component libraries, including usage of virtualization/container technologies, of all devices qualifying under clause (a) above to facilitate vulnerability analysis of the device. PowerTel reserves the right to undertake appropriate black-box testing of any system, sub-system to independently ascertain vulnerability of the product/solution.
- d) Vendor agrees to enable use of Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies.
- e) Vendor agrees to ensure, by way of third-party certification, its adherence to secure software development life-cycle processes as per IEC/ISO:24748-1 and commits itself for voluntary disclosure of vulnerabilities in the system. Vendor agrees to develop and provide patches, including those of the third-party software components at its own cost, for the vendor disclosed vulnerabilities and for the vulnerabilities discovered/ reported by any third-party organization. The vendor agrees to ensure supply and installation of patches during the

supported lifetime of the system.

- f) For all software, operating systems, software patches, version upgrades, firmware images etc. authorized by the Vendor to be installed during the Lifecycle of the project, the Vendor agrees to inform PowerTel through a digitally signed email, the SHA-256 checksum of all software components.
- g) The Vendor agrees to provide a list of all equipment and processes where data encryption is used. All required details for Key Management shall be provided to PowerTel.
- h) PowerTel shall provision Notebook PCs as per recommendations of the Vendor, which shall be only authorized device from which access to the network in use by PowerTel, shall be permitted for any preventive maintenance, update and configuration.
- i) The Vendor agrees to sign an undertaking as per Annexure-A, for its commitment to ensure bug and malware-free software/ software patches/ embedded software/ firmware in systems such as PLC Cards/ Logic Cards/ other microprocessor based intelligent systems. The Vendor agrees to declare with each shipment, whether during initial supply stage or subsequent repairs, diagnostics or upgrades, that it shall be solely responsible for any Criminal and/ or Civil Liabilities arising from failures due to such malware/bug. The vendor further agrees to send a digitally signed statement by email, detailing SHA-256 checksum of all firmware/software components installed during any field/factory activity.
- j) The Vendor agrees not to access through use of Wi-Fi/ Bluetooth based networking to any device anywhere in the controlled network. All Bluetooth/ Wi-Fi devices including USB drives shall be disabled from associated firmware and Operating System in applicable devices of the controlled network.
- k) The vendor agrees to submit details of all devices equipped with Serial Ports (RS232C/RS485/USB etc. including with Optical interface), Virtual Serial Ports and Serial over Ethernet. Only PowerTel permitted devices shall be attached to serial ports. The Vendor agrees to provide systems to log details of any serial devices connected during the operation of the equipment.

3. Protection of Confidential Information

a. Use

The Receiving Party understands and acknowledges that the Confidential Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort and expense, and that Confidential Information is a valuable, special and unique asset of the Disclosing Party. Therefore, the Receiving Party agrees to hold in confidence and not to disclose the Confidential Information, to any person or entity without the prior written consent of the Disclosing Party. The Receiving Party will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care.

b. No copying.

The Receiving Party will not copy or modify any Confidential Information without the prior

written consent of the Disclosing Party. Any permitted reproduction of confidential information must contain all confidential or proprietary legends which appear on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure or use of confidential information.

c. Permitted disclosures.

The Receiving Party shall permit access to the Disclosing Party's confidential information solely to the Receiving Party's Representatives and contractors who (i) have a need to know such information; and (ii) have signed the specified confidentiality agreement with the Receiving Party as per Annexure-B in favour of PowerTel. Confidential information shall not be disclosed or transferred to any third party without the specific prior written approval of the Disclosing Party.

All staff of Receiving Party (on-roll or outsourced) and sub-vendors associated with configuration/ maintenance/ commissioning activity of the project shall be bound by the terms of this Agreement. The Vendor agrees to individually authorize each of the member of staff assigned with the project, through a digitally signed email statement, with copy to Engineer-in-Charge, binding them individually with the terms of this Agreement during and also post-employment.

d. Additional obligations.

The Receiving Party shall

- (i) notify the Disclosing Party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the Disclosing Party's confidential information by any person or entity which may become known to the Receiving Party;
- (ii) promptly furnish to the Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof;
- (iii) use reasonable efforts to assist the Disclosing Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;
- (iv) use reasonable efforts to cooperate with the Disclosing Party in any litigation and / or investigation against third parties deemed necessary by the Disclosing Party to protect its proprietary rights;
- (v) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of confidential information;
- (vi) comply with the directives of authorized agencies of Government of India, through appropriate technical configurations and custom modifications to achieve compliance as sought by them from time to time; and
- (vii) extend its services as may be required, at least once annually, during the Information Security audits.

e. Unauthorized Disclosure of Information.

If it appears that the Receiving Party has disclosed (or has threatened to disclose)

Confidential Information in violation of this Agreement, the Disclosing Party shall be entitled to an injunction to restrain the Receiving Party from disclosing, in whole or in part, the Confidential Information. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

f. Exceptions

The following shall not be considered as Confidential Information:

- (a) Any information that the Receiving Party can show by documentary evidence was in its possession prior to the disclosure to it hereunder; or
- (b) Any information that comes into the possession of the Receiving Party's Representatives, from another party who is under no obligation to the other to maintain confidentiality of such information; or
- (c) Any information that becomes generally known other than through the fault of the Receiving Party,
- (d) Any particular portion of the Confidential Information which was developed by Receiving Party's Representatives independently of and without reference to any Confidential Information or other information that the Disclosing Party has disclosed in confidence to any third party.

The burden of proving these exceptions to the provisions of this Agreement resides with the Receiving Party.

- 4. Remote Support.** Remote Support shall be permitted only as per DoT license conditions which is explained in Section-8 of TS, as well as PowerTel ISO27001 Policy and Procedures. Further, remote support will only be permitted from within geographical boundaries of India. PowerTel reserves the right to only permit the remote support with the presence of PowerTel's authorized representative at the remote end. Further in case of any changes in regulations/ license conditions in future it will be adhered to by the Receiving Party.
- 5. Compelled Disclosure.** In the event that Receiving Party or any of Receiving Party's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to disclose any of the Confidential Information, it is agreed that Receiving Party or Receiving Party's Representatives, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Receiving Party or Receiving Party's Representatives may furnish that portion (and only that portion) of the Confidential Information which Receiving Party is legally compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded any Confidential Information so furnished.
- 6. Information Security Audit.** PowerTel reserves the right to undertake a second party / third party Information Security Audit at any point as may be required, to ascertain the risk/ vulnerability/ threats and the Vendor agrees to take necessary corrective measures in-situ or

within a defined time frame, as the case may be.

7. Term and Termination

This Agreement shall be valid during contractual period w.e.f. the date of execution of NOA. The confidentiality obligations of **Vendor (M/s XXXXX)** shall survive termination / expiry of this agreement.

8. Return of Confidential Information.

Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all written materials / digital media containing Confidential Information. The Receiving Party shall also deliver to the Disclosing Party written statements signed by the Receiving Party certifying that all materials have been returned within five (5) days of receipt of the request.

9. Remedies.

Receiving Party acknowledges that money damages may be incalculable and an insufficient remedy for any breach of this agreement by Receiving Party and that any such breach may cause Disclosing Party irreparable harm. Accordingly, Receiving Party also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

10. Relationship of Parties

Neither party has an obligation under this Agreement to purchase any service or item from the other party or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

11. No Grant of Proprietary Rights

The Receiving Party recognizes and agrees that, except as expressly and specifically set forth in this agreement, nothing herein shall be construed as granting any proprietary right, by license, implication, estoppel or otherwise, to any of the Disclosing Party's, confidential information, trade mark, trade name or to any invention or any patent right that has issued or that may issue based on such confidential information. All information disclosed is provided "as is" without any warranties of any kind.

12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the Indian laws without regard to its conflict of law principles. In particular, the provisions of Information Technology Act 2000, and rules framed thereunder shall be applicable. Further the outline of system level requirements shall be in conformance to IS:16335-2015 standard. The applicable Information Security Policy shall be the ISO-27001:2022 policy and procedures of PowerTel, DoT License conditions, TRAI guidelines as modified from time to time.

13. Jurisdiction and Venue. In connection with any litigation arising hereunder, Parties hereby

- (i) irrevocably and unconditionally submit to the exclusive jurisdiction of courts in Delhi and
- (ii) Further, that disputes if any, shall be dealt with as per the provisions of the dispute settlement clause mentioned in the contract / General Conditions of Contract (GCC).

14. General Provisions.

- (a) This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both parties.
- (b) This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and no Party shall have the authority to bind the other without the separate prior written agreement thereof.
- (c) This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at by their duly authorized representatives as of the date first set forth above.

PowerTel

Signature: _____

Signature: _____

Name:

Name:

Title

Title:

ANNEXURE-A

DECLARATION OF CONFIDENTIALITY

I, -----, acknowledge that, in my capacity as a member (or staff, employee) of M/s....., I have been assigned task of..... by my employer under the terms of Contract Agreement No between PowerTel and M/s

I have read and understood the terms of agreement with respect to requirements of Information Security in the referred Contract Agreement. I understand that I may have access to certain Confidential Information (as defined in Agreement between PowerTel and M/s.....) of PowerTel, which may be in oral, written or any other form. As required under the terms of the referred agreement, I as the authorized representative of M/s ----- and deputed for execution of the above task agree to and grant my consent to keep all information that may be privy and related to the project in general and task in particular as confidential.

I agree that during my association with the Project relating to PowerTel and after the competition/termination of Project, I shall not disclose to any other person, firm or corporation, any confidential information relating to PowerTel.

I also understand that I am required to notify Engineer-in-Charge of PowerTel or his/her designated official immediately of any breach of my obligations or conflict of interest under this agreement which comes to my attention.

By signing and returning a copy of this document, I confirm my understanding and acceptance of the above clause and will comply with these clauses. I also agree that my obligation to comply with the above will survive even in case of my separation with the M/s_____. I understand in case of my failure to honour the above commitments, action may be taken against me under applicable laws

Signed: _____
Name (printed): _____
Employee ID: _____
AADHAR ID: _____

Verified By :
PowerTel Official :
Name & Designation
Date: _____

Annexure-B
Document No:**PowerGrid Teleservices Limited****Bid Enquiry Ref No:****Subject:****Date of Bid Opening:**

1. This is to Certify that the Hardware and Software being offered as part of the contract does not contain embedded malicious code that would activate procedures to:
 - (a) Inhibit the desired and designed function of the equipment.
 - (b) Cause damage or corruption [includes physical / software / data] of or to the user or equipment by way of malicious exploit.
 - (c) Tap information resident or transient in the equipment / networks.
2. The bidder will be considered to be in breach of the contract, in case physical damage, corruption or loss of software / data or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.

(Authorized Signatory)

Name/ Designation/ Address of the firm

Seal of the firm

Date:

Place: