



PMC Cell – MM

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Circular No. 04/2019-cum BL Amendment No. BL/03/44

No: MAT/PMC/13(7)/13(73)/2018

Dated: 01.02.2019

Sub: Modifications to provisions of Secrecy Clause in 'Model Contract & General Contract Conditions' for Service Contract, Rigs and LSTK.

EPC, in its meeting (01/2019) held on 15.01.2019 examined provisions at clause 14 'Secrecy of Model Contract & General Contract Conditions' and directed to modify the provisions.

In accordance, with the decisions taken in the aforesaid meeting of EPC, relevant provisions of 'Model Contract & General Contract Conditions' for Service Contract and Rigs stand modified as per Appendix-1. Work center are advised to carry out suitable modifications in the tender conditions pertaining to LSTK and other tenders also.

Above guidelines should be meticulously followed by all concerned.

(S Viswanathan)
ED-Head PMC

Officiating ED-Chief MM Services

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Statement showing existing vis a vis modified provisions of Standard Booklet ONGC/MM/03 and Model Contract & General Contract Conditions for Service Contract

Clause No.	Existing Provision	Modified Provision	Remarks
14. SECURITY of Service contracts and 23.0 of Rigs	<p><u>For Service Contracts:</u></p> <p>CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by corporation, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorised SUB-Contractors or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the operation/ work and not required by the CORPORATION. The obligation is continuing one and shall survive after the completion/ termination of this agreement.</p>	<p><u>Confidentiality Clause:</u></p> <p>1. The terms and conditions of this Agreement/ Contract are confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms.</p> <p>"Confidential Information" shall not include information that:</p> <p>(a) is or becomes publicly known through no wrongful or unlawful act of the Contractor;</p> <p>(b) is independently developed by the Contractor without the benefit of ONGC's Confidential Information.</p> <p>2. The Confidential Information will be used by the Contractor solely and exclusively for the purpose of this Contract and will be kept confidential and will not be disclosed, in whole or in part to any other person, except to those of the employees, directors, or any other person concerned, acting on their behalf, (collectively the "Representatives") of the Contractor who need to know such information for the Contract.</p> <p>3. "Contractor shall not be deemed to be in breach of confidentiality for any disclosure of</p>	Clause modified
	<p><u>For Rigs:</u></p> <p>23.0 INFORMATION - CONFIDENTIAL</p> <p>All information obtained by Contractor in the</p>		

conduct of operations hereunder, including but not limited to depth, formation penetrated, the result of coring, testing and surveying, shall be considered as confidential and shall not be divulged by Contractor or its employees to any person, firm or corporation other than Operator's designated representative, without the written consent of the Operator.

Confidential Information done with the prior written permission of ONGC or to the extent required to comply with applicable statutory law, rule or regulation, order from court or any statutory or governmental authority provided that the contractor provides reasonable prior written notice, takes all reasonable and lawful actions to obtain confidential treatment of such disclosure and disclose the minimum amount and scope of the confidential information necessary to comply with the applicable law, rules, regulations, order from court or any statutory or governmental authority.”

4. Contractor shall procure that its Representatives to whom any Confidential Information is disclosed shall also be bound by this Agreement mutatis mutandis.

5. The Confidential Information shall be and remain the property of ONGC and any document containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to ONGC upon written request, or destroyed at ONGC's option.

6. The obligations set forth herein with respect to Confidential Information will continue until such period that such information continues to be confidential and that obligation will continue notwithstanding the termination of business relationship with Contractor provided that Contractor's obligations herein shall cease upon return of the Confidential Information to ONGC or destruction of the Confidential Information with notice to ONGC.

		<p>7. Contractor acknowledges and agrees that it is aware (and that its representatives acknowledge and agree) that the Confidential Information being disclosed by ONGC or its representatives may be 'unpublished price sensitive information' as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("Insider Trading Regulations"). Contractor agrees that Contractor or any of its representative or affiliates shall not trade in the securities of ONGC while Contractor is in possession of the Confidential Information, other than in compliance with provisions of the Insider Trading Regulations.</p>	
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