**BRISTOL CITY COUNCIL**

**NON DISCLOSURE AGREEMENT**

**Tender for museum catering and hire**

**SOFT MARKET TESTING EXERCISE**

1. Bristol City Council (the Council) is carrying out a Soft Market Testing Exercise (SMTE) relating to a future Procurement by the Council both on its own behalf and on behalf of other Councils in the West of England for a new supplier for museum catering and hire.
2. As part of that SMTE the Council is requesting the provision of responses to the questionnaire downloaded with this document from its ProContract procurement portal.
3. Some of the responses to that questionnaire may contain information which you regard as confidentialbut which is required to provide a full response to the SMTE. Such information must be marked as confidential (Confidential Information) in the questionnaire. Any such marking shall not be taken into account in any word counts
4. Accordingly, and in consideration of the payment by you to the Council of £1, receipt of which the Council acknowledges the Council agrees as follows:
   1. Not to divulge to any third party other than its professional advisers or in accordance with any legal requirement, any of the Confidential Information;
   2. If required under the Data Protection Act 1998, the Freedom of Information Act 2004 or the Environmental Information regulations 2004 to disclose any Confidential Information to notify you and seek your comments on the request. The Council cannot accept any comments that you may make a veto on releasing information under these legislative provisions but will take them into account in making a decision on the release of the information.
   3. That it will not use or seek to use the Confidential Information for any purpose other than for the purpose of considering what requirements should be included in any future procurement of a Lift Maintenance And Refurbishment Services. It does not give any warranty that such a procurement will be undertaken at any time or at all.
   4. That all Confidential Information will be destroyed not later than one year after the closing date for submission of responses to the SMTE.
5. Each of the above provisions is an entirely separate undertaking and shall be construed accordingly.
6. The Council, makes no any representation or warranty (express or implied) and accepts no responsibility or liability in respect of any Confidential Information or any other information supplied to you or your employees or advisers, for its accuracy, completeness, legal or regulatory compliance or any need for third party clearance.
7. The downloading and return of the SMTE questionnaire shall constitute agreement to provide the Confidential Information on the terms of this Agreement
8. This Agreement shall be governed and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction for all matters arising under it. In the event that any provision of this Agreement or any part of such provision is held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.