**NON-DISCLOSURE AGREEMENT**

**Check to reflect framework**

**THIS AGREEMENT** is made on  xxx 2020

**BETWEEN****:**

**(1) BATH & North East Somerset Council,** Guildhall, High Street, Bath, BA1 5AW (the **"Council"**); and

**(2) xxx** (**“Supplier”**)

(together **“the Parties”**)

**WHEREAS**

(A) The Council wish to engage a company to provide services for the purposes of the CAZ Financial Assistance Scheme for the Council and have issued an Invitation to Tender for this purpose (**“the ITT”)**;

(B) The Council possesses valuable information, technical knowledge, experience and data of a secret and confidential nature, all of which are regarded by the Council as commercial assets of considerable value;

(C) The Supplier possesses valuable information, technical knowledge, experience, and data of a secret and confidential nature, all of which are regarded by the Supplier as commercial assets of considerable value;

(D) Both parties are willing to consider disclosing the information (“**the Information”**) to the others solely for the purposes of tendering on the condition that the Recipients do not disclose the same to any third party nor make use thereof in any manner for their own benefit or the benefit of any other person.

In consideration of either party (**“the Discloser”**) disclosing any information of which it is the possessor to the other party (**“the Recipient”**)

IT IS AGREED as follows:

1. The Recipient undertakes to treat any and all of such information as strictly confidential and not to divulge or permit it to be divulged to any third party for any purpose whatsoever. Where the Recipient is the Supplier, the information includes in particular (but is not limited to) the Invitation to Tender and accompanying appendices which are not in the public domain.
2. In the event of the Recipient visiting any of the establishments of the Discloser, the Recipient undertakes that any information not pertinent to this Agreement which may come to the Recipients knowledge, as a result of any such visit, shall be kept strictly confidential and that any such information, will not be divulged or be permitted to be divulged to any third party and will not be made use of in any way by the Recipients under any circumstances.
3. The Recipient undertakes not to disclose or permit the disclosure of the Information or any part of it to any person other than:
4. such of the Recipient’s employees and advisers, as the case may be, who need to receive the Information in connection with the ITT (such disclosure to be subject to the terms of this undertaking or terms no less rigorous than those set out herein). For the avoidance of doubt, Recipient’s employees and advisers shall include those employees and advisers of the Supplier and its wholly owned direct and indirect affiliates where such disclosure is solely required for tendering purposes; and
5. as may be required by law or by any court of competent jurisdiction
6. The undertakings in Clauses 1, 2 and 3 shall not apply to:
7. Information which at the time of disclosure is published or otherwise demonstrably in the public domain.
8. Information which after the disclosure by the Discloser is published or becomes generally available to the public, otherwise than through any act or omission on the part of the Recipient.
9. Information which the Recipient can show by reasonable written record was in its lawful possession at the time of disclosure and which was not acquired directly or indirectly from the Discloser.
10. Information rightfully acquired from a third party who did not obtain it under pledge of secrecy to the Discloser or another.
11. Information which has been independently developed by a party and such independent development can be documented.
12. Information which is required to be disclosed by law.
13. Upon a party being required to disclose by law that party shall promptly give notice to the other party in writing.
14. Each Party acknowledges that damages would not alone be an adequate remedy in the event of a breach of the undertakings given in this letter and that the other Party would be entitled to seek and obtain an injunction (whether interlocutory or otherwise) to restrain, prevent or discontinue such breach. Breach of the Agreement will stop the recipient proceeding with the tender process.
15. This Agreement is governed by English law and both parties shall submit to the jurisdiction of the English courts.
16. The terms of this Agreement shall, unless otherwise agreed, continue to apply to any Information for as long as the information continues to be maintained as confidential by the either Party. Where the Council agrees for the Supplier to provide further services to the Council the Parties anticipate that the non-disclosure obligations in this letter will be superseded by the terms of a formal Agreement between the parties.

**For and on behalf of For and on behalf of**

**Bath & North East Somerset Council Supplier**

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| Signed: …………………………………….. | Signed: ……………………………………. |
| Name: ……………………………………… | Name: ……………………………………... |
| Title: ………………………………………… | Title: ……………………………………….. |
| Date: ..………………………………………  | Date: ..……………………………………… |