



10 October 2017

Dear Sir/Madam

Invitation to offer for the supply of antivirals for use in an influenza pandemic, or a wide scale epidemic

Non-disclosure of confidential information

Offer reference number: CM/EMI/16/5505

The Secretary of State for Health acting as part of the Crown through the Department of Health, ('Authority), intend to conduct a restricted procedure to put in place contracts for the supply of **antivirals for use in an influenza pandemic, or a wide scale epidemic**. Please return to the Authority a signed copy of this letter by **10 November 2017** by uploading a copy of the document to your SQ response on Bravo Solution. You will not be sent the invitation to offer until a signed copy of this letter has been received.

- 1 Subject to paragraph 4, in this letter, "**Confidential Information**" means all information supplied to you by or on behalf of the Authority and any other health organisation in connection with this procurement for antiviral medicines.
- 2 In consideration of you being invited to offer, you shall treat all Confidential Information as confidential. Subject to paragraph 3, you shall not disclose or, through any failure to exercise due care and diligence, cause any unauthorised disclosure of Confidential Information to any individual including without limitation any of your officers, employees, agents or sub-contractors. You shall not use the Confidential Information or any part of it for any purpose other than in responding to the invitation to offer.
- 3 You may disclose the Confidential Information to those of your employees, sub-contractors, company affiliates and legal advisors as are strictly necessary for the purpose of responding to the invitation to offer. You shall ensure that each party is bound by confidentiality obligations no less protective of the Confidential Information than those set out in this letter. You shall be liable for the acts and omissions of each such party in respect of the Confidential Information as if they were your own.
- 4 Confidential Information does not include any information:

- 4.1 which, at the time of disclosure by or on behalf of the Authority is in the public domain or subsequently becomes part of the public domain other than as a result of any action or inaction by you;
 - 4.2 which you can demonstrate by documentary evidence was in your possession prior to the time of disclosure by or on behalf of the Authority without restriction as to its disclosure; or
 - 4.3 to the extent you are required to disclose such information by a court of competent jurisdiction or by any statute.
- 5 All documents containing Confidential Information shall be and remain the property of the Authority or its licensors. You shall not reproduce such documents except as reasonably necessary for the purpose of responding to the invitation to offer. On request by the Authority, you shall return to the Authority or destroy all such documents (including all copies) in your possession or control.
- 6 You shall not issue any press release or other announcement or publicity relating to the invitation to offer and the Authority's procurement exercise relating to the supply of antivirals suitable for use in an influenza pandemic, or wide scale epidemic without the prior written consent of the Authority.
- 7 The obligations of confidentiality set out in this letter will continue to apply at all times after its execution by you.
- 8 This letter shall be governed by and construed in accordance with English law and both you and the Authority irrevocably submit to the exclusive jurisdiction of the English courts.

Please sign below the acknowledgement of this letter to indicate your acceptance of these terms.

Yours faithfully

Emma Albel
 Senior Operation Manager and Commercial Lead

Signed by
 for and on behalf of

Company:

Name:

Position:

Date: