

OFFICIAL – SENSITIVE: COMMERCIAL



T 01924 848806
F 01924 840694
www.ncm.org.uk

Tender Date: 22/06/2018

Tender Reference: PRO-TEN-008

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made the [DAY] day of [MONTH]
BETWEEN:

1. The National Coal Mining Museum for England, a company registered in England under number 1702426 and charity registered under number 517325, whose registered office is Caphouse Colliery, New Road, Overton, WF4 4RH and
2. [SUPPLIER NAME], a company registered in England under number [COMPANY NO] whose registered office is situated at [COMPANY ADDRESS]
1. The parties hereto wish to enter into discussions concerning the
[.....] (the "Transaction").
2. In the course of such discussions the parties may disclose to each other information and data the confidentiality of which the parties wish to preserve and wish to set down certain terms and conditions governing such disclosure.

NOW IT IS AGREED AS FOLLOWS:-

1. Each party shall treat all information and data disclosed to it by the other party in whatsoever form it may be disclosed (the "Information") as confidential and proprietary and shall not, except as provided in clause 2, disclose it to any third party nor use the Information for any purpose other than in connection with the Transaction including, without limitation, financing arrangements in relation to such Transaction.
2. Any Information acquired by a party (the "acquiring party") from the other party (the "disclosing party") be disclosed only:-
 - (i) to those of the directors, officers, employees, professional advisers and their party consultants of the acquiring party who need to know the Information for the purposes of evaluating the Transaction or to any advisers of the acquiring party in relation to the making of financing arrangements (such persons being together known as "Representatives"). Provided always that each of the Representatives to whom Information is disclosed shall be made aware of its confidential nature and of the terms of this Agreement.
 - (ii) as may be ordered or required by an applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any stock exchange. Provided always that if such an order or requirement arises the acquiring party shall promptly notify the disclosing party in

OFFICIAL – SENSITIVE: COMMERCIAL

writing of the same and shall be entitled only to furnish that portion of the Information as its legal advisers shall advise in writing is necessary to comply with the relevant order or requirement.

3. Any Information supplied or disclosed by either party shall remain the sole and exclusive property of the disclosing party and this Agreement shall not operate to transfer ownership therein to any other party and the acquiring party shall, if requested by the disclosing party, destroy all and any documents (and copies, extracts or prints thereof) comprising or containing in whole or in part the Information.
4. The acquiring party shall not without the prior written consent of the disclosing party copy or reduce to writing or any form of pre-recorded media any of the Information supplied or disclosed to it except as may be reasonably necessary for use by its Representatives for the purposes of the Transaction and/or except as may be necessary in connection with management decision-making purposes.
5. Each party shall take all reasonable precautions to safeguard the confidentiality of Information.
6. Each party shall take all reasonable precautions to safeguard the confidentiality of Information.
7. Without the prior written consent of the other party, each party shall not, and shall direct its Representatives not to, make any public announcement:-
 - (i) of the fact that any discussions are taking place concerning the Transaction; or
 - (ii) that either party has requested or received any Information; or
 - (iii) of any terms or conditions of or other facts relating to such Transaction, or to its status.

Provided that this clause 7 shall not apply to any public announcement made in pursuance of an order or requirement of any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any stock exchange.

8. For the purpose of this Agreement the term "Information" does not include any information which:-
 - (i) at the time of disclosure or at any time thereafter is in or becomes part of the public domain other than through breach of this Agreement;
 - (ii) the acquiring party can prove was already known to it or its Representatives at the time it received the Information or is independently acquired or developed by it or its Representatives without being in breach of its or their obligations hereunder;
 - (iii) was or becomes available to the acquiring party or its Representatives from another source, otherwise than under the terms of this Agreement, provided that such source is not, so far as the acquiring party is aware, bound by an obligation of confidentiality to the disclosing party.
9. In this Agreement references to either party shall include references to related company of that party as defined in Section 11 of the Company Securities (Insider Dealing) Act 1985.
10. This Agreement shall be governed by and construed in accordance with the laws of England and each of the parties hereto submit to the jurisdiction of the English courts.

AND the parties hereto have set their hands the day and year first before written.

OFFICIAL – SENSITIVE: COMMERCIAL

Signed

Print Name

Position

Date

For and on behalf of The National Coal Mining Museum for England

And

Signed

Print Name

Position

Date

For and on behalf of [SUPPLIER NAME]

NB. Any breach of the above could jeopardise the validity of your tender and any future opportunity to tender to the National Coal Mining Museum for England. The National Coal Mining Museum reserves the right to seek legal counsel should any breach be detected or revealed.