

# Confidentiality/Non-Disclosure Agreement

## Purpose of Document:

This document must be signed and returned to the Council's contact officer by any prospective participant in the soft market assessment of Design, Manufacture and Maintenance Service for MetroBus iPoints, along with the written response to the assessment.

## Terms of Reference:

The Authority has already highlighted its potential need in respect of MetroBus iPoints in a Prior Information Notice (PIN) notice published in the OJEU. The soft market assessment forms part of an options appraisal for the delivery of MetroBus iPoints in the Bristol area. It does not indicate or commit the Council to undertaking a formal procurement.

The purpose of this agreement is to protect the integrity, transparency and equal treatment in any prospective procurement exercise which may potentially include information regarding the available options gained as a result of soft market testing.

Date of Signature of Agreement: -----

## Parties to the Agreement:

(1) The City Council of Bristol whose principal place of business is at City Hall, College Green, Bristol BS1 5TR (**the "Authority"**);

And

(2) [Market Assessment Participant Name] of [Address], a company registered in [England] under company number [number on Register of Companies] whose registered office is at [address of office on the Register of Companies] (**the "Recipient"**)

- 1 The Authority intends to share information (the Confidential Information) with the Recipient to enable the Recipient to participate in the soft market assessment for Design, Manufacture and Maintenance Service for MetroBus iPoints, therefore enabling the Authority to develop its options appraisal (The Purpose).
- 2 The Recipient undertakes not to use the Confidential Information to form the basis of future products or services, in any way except as defined in The Purpose.
- 3 The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the Authority and who are bound by obligations equivalent to those in clause 2 above and this clause 3.
- 4 The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Authority to the Recipient, regardless of the way or form in which it is disclosed or recorded.

- 5 Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
- 6 The Recipient will, on request from the Disclosers, return all copies and records of the Confidential Information to the Disclosers and will not retain any copies or records of the Confidential Information.
- 7 The undertakings in clauses 2 and 3 will continue in force for 5 years from the date of this Agreement.
- 8 This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

THE COMMON SEAL of THE CITY COUNCIL OF )  
 BRISTOL )  
 was affixed to this Deed in the presence of:- )  
 )

Authorised Signatory

.....  
 Print name

.....  
 EXECUTED as a DEED for and on behalf of )  
 [Respondent's Company Name] )  
 acting by )  
 )

.....  
 Director

.....  
 Print name

.....  
 Director/Company Secretary

.....  
 Print name