Date:

Between

**UNITED KINGDOM SPORTS COUNCIL**

And

 [Insert Company Name]

**CONFIDENTIALITY AGREEMENT**

**(One Way DISCLOSURE**)

**THIS AGREEMENT** is made

**BETWEEN:**

* The United Kingdom Sports Council whose principal office is at Ground Florr 21 Bloomsbury Street, London WC1B 3HF (hereinafter referred to as “UK Sport” or “the Disclosing Party”); and
* [Insert Company Name and registered details] the “Receiving Party”)

 Each a “Party” and together the “Parties”.

# WHEREAS

1. UK Sport intends to disclose proprietary and confidential information relating to capabilities and expertise, including any source and object codes for the purposes of obtaining responses to an ITT to provide website support services to UK Sport.

**B.** UK Sport wishes to protect such proprietary and confidential information in accordance with the provisions set out below.

**IT IS AGREED** as follows:

* 1. "Proprietary Information" means any technical, confidential or commercial information including (without limitation) trade secrets, specifications, drawings, designs, samples, models, equipment, computer software, source codes, objects codes and knowhow originally disclosed by the Disclosing Party to the the Receiving Party under this Agreement which is in written, other visual or machine readable form and clearly marked or designated by the Disclosing Party as proprietary and confidential (or is communicated orally on the basis of confidentiality).
	2. Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1.1 for marking and designation have not been fulfilled.
	3. Proprietary Information does not include any information which:
		1. is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
		2. was lawfully obtained by the Receiving Party from a third party with full rights of disclosure; or
		3. the Receiving Party can show was already in its unrestricted possession at the date of receipt of the information under this Agreement; or
		4. the Receiving Party can show has been developed by it or for it at any time, independently of any Proprietary Information.

**Parties Obligations**

* 1. In consideration of the foregoing, the Receiving Party undertakes during the term of this Agreement:
		1. to keep confidential and not to disclose Proprietary Information received under this Agreement to any third party except with the prior written consent of the Disclosing Party;
		2. not to disclose such Proprietary Information to any personnel within its own organisation other than those personnel who have a need to receive such Proprietary Information for the purposes of this Agreement referred to in the Recitals;
		3. not to use or allow to be used such Proprietary Information otherwise than solely for the purposes referred to in the Recitals to this Agreement, unless (and then only to the extent to which) a further use is specifically authorised in writing by the Disclosing Party;
		4. to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;
		5. not to copy reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement.
	2. The obligation to keep Proprietary Information confidential to itself will be satisfied if the Receiving Party uses the same controls as it employs to avoid disclosure, publication and dissemination of its own Proprietary Information of a similar nature, provided not less than a reasonable standard of care is used.
	3. The Receiving Party acknowledges and agrees that the property and copyright in the Proprietary Information disclosed to it by the Disclosing Party, including any documents, files and other items containing any of the Proprietary Information, belongs to the Disclosing Party.

**Forced Disclosure**

* 1. The Receiving Party shall be entitled to make any disclosure required by court order, government or regulatory requirement and any amendment or re-enactment, any other acts, orders, regulations and codes of practice of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement subject the conditions set out under clause 3.2.
	2. Before the Receiving Party discloses any information under Clause 3.1 the Receiving Party shall (to the extent permitted by law) use its best endeavours to;
		1. inform the Disclosing Party of the full circumstances and the information that will be disclosed;
		2. Consult with the Disclosing Party as to possible steps to avoid or limit disclosure and take those steps where the Disclosing Party requests; and
		3. Gain assurances as to confidentiality from the body to which the information is being disclosed.
	3. If the Receiving Party is unable to inform the Disclosing Party before Proprietary Information is disclosed under this clauses 3.1 and 3.2 the Receiving Party shall (to the extent permitted by law) inform the Disclosing Party immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.
	4. The Receiving Party acknowledges UK Sport is a public body within the meaning of the Freedom of Information Act 2000 and Environmental Information Regulations 2004 (‘the Acts’) and shall co-operate and assist UK Sport with disclosures under the Acts as if it were under identical duties and UK Sport shall have the right to determine the manner, timing and terms under which such disclosures shall be made save that nothing in this clause 3.4 shall impose an obligation on either Party to disclose information which it would be precluded from providing under the said Acts.

**General Provisions**

1. If any provision (or part thereof) of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, ineffective, illegal or unenforceable, such invalidity, ineffectiveness, illegality or unenforceability of such provision (or part thereof) shall not affect any other provisions of this Agreement which will remain in full force and effect.
2. Nothing in this Agreement shall replace or prejudice any government security classification referenced on any part of the Proprietary Information and the Receiving Party undertakes to respect and observe any such classification and comply with all matters relating to it. The provisions of this Clause shall survive termination of this Agreement.
3. No right or licence is granted to the Receiving Party in relation to any Proprietary Information of the Disclosing Party nor does this Agreement require the Disclosing Party to disclose any of the Proprietary Information to the Receiving Party.
4. No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this agreement.
5. Each Party shall perform its respective obligations under this Agreement without charge to the other Party.
6. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement. No Party has an obligation to supply information under this Agreement and no Party has an obligation to enter into any contract with the other Party. No Party has an obligation under this Agreement to offer for sale products using or incorporating the Proprietary Information.
7. This Agreement shall come into force from the date of this Agreement for a period of 2 years. Notwithstanding the above, any and all obligations regarding Confidential Information shall remain in force for 3 years beyond the termination or expiry of this Agreement.
8. On termination of this Agreement for any reason the Receiving Party shall retain no Proprietary Information disclosed to it under this Agreement and shall upon the request of the Disclosing Party either return immediately to the Disclosing Party or destroy all such Proprietary Information which is in a tangible form and is in the possession of the Receiving Party pursuant to this Agreement, together with all copies and make no further use or disclosure of any of the Proprietary Information.

**Notices**

* 1. Notices under this Agreement shall be in writing in the English language and shall be deemed validly given if delivered by hand or post (recorded delivery with proof of posting) to the individual and address referred to below and shall be deemed to have been received, if delivered by hand, at the time of delivery, or in the case of a notice sent by post as above, 2 days after the date of posting.
	2. The Parties shall each designate the individual (together with a single address) in their organisation who shall usually receive disclosures under this Agreement. For UK Sport that address and person shall be:

Address: 21 Bloomsbury Street, London, WC1B 3HF

FAO: The Legal Team

Telephone No: 0207 211 5100

Email: info@uksport.gov.uk FAO: The Legal Team

For the the Receiving Party that address and person shall be:

Address: [Please add details]

FAO: [Please add details]

Telephone No: [Please add details]

Email : [Please add details]

1. No exercise or failure to exercise, or delay in exercising any right, power or remedy vested in either Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power or remedy.
2. This Agreement contains the complete and entire understanding between the Parties on the subject matter of this Agreement and supersedes all discussions, proposals, understandings or agreements, oral or written, relating to such subject matter provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.
3. No Party shall assign or transfer its rights and/or obligations pursuant to this Agreement (other than for the purposes of internal corporate reconstruction, reorganisation, merger or analogous proceeding) without the prior written consent of the other Party.
4. This Agreement does not create any right enforceable by any person who is not a party to it ('Third Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.
5. This Agreement shall be governed by and construed in accordance with the Laws of England, and the Parties agree to submit to the exclusive jurisdiction of the English courts.

|  |  |
| --- | --- |
| Signed for and on behalf of the [Insert Company Name]  | Signed for and on behalf of theUnited Kingdom Sports Council |
|  |  |

................................................. ................................................

Name: Name:

Position: Position

Date: Date: