**MUTUAL CONFIDENTIALITY AGREEMENT DATED ...................................**

**THIS AGREEMENT** is made between **York St. John University** a company incorporated under the laws of the United Kingdom of Great Britain and Northern Ireland, having its registered office at Lord Mayor's Walk, York, YO31 7EX **(hereinafter referred to as “The University or YSJ”)** and **[ ]** whose registered office is at **[ ]** (**the** “**Bidder**").

**WHEREAS**

(1) YSJ and the Bidderintend to exchange certain information for the purpose specified below;

(2) Such exchange of information may include the disclosure by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) of certain confidential information as described below.

**NOW IT IS HEREBY AGREED THAT:-**

1. For the purposes of this Agreement,
2. "YSJ Confidential Information" means information provided to the Bidder in relation to YSJ’s specific requirements in respect of the Purpose.
3. "Confidential Information" means all information (including without limitation) any information concerning the intellectual property rights, copyrights, trade secrets, business dealings, transactions, products, product development, services, sales and marketing plans, market opportunities and affairs of the Disclosing Party or its customers (including any data belonging to its customers) or relating to the methods or techniques used by the Disclosing Party or its customers in developing and/or providing services and/or receiving services which may come to the notice of the Receiving Party in any format or media. Confidentail Information shall include YSJ Confidential Information.
4. “Purpose” means the exploration and development of a partnership intended to successfully co-fund a student accommodation construction project in the city of York.
5. In consideration of the Disclosing Party agreeing to disclose information to the Receiving Party as contemplated by this Agreement, the Receiving Party shall (and shall procure that the officers, servants and agents referred to in Clause 2(b) below shall) ensure that all Confidential Information of the Disclosing Party is:-

(a) kept in strictest confidence and is neither reproduced nor copied (other than to the extent reasonably necessary for the Purpose);

(b) neither communicated, disclosed nor otherwise made available to any third party (other than to the officers, servants and agents of the Receiving Party who (i) need to know and use the Confidential Information for the Purpose, and (ii) who have recognised the existence of this Agreement and are themselves obliged to keep the Confidential Information confidential at all times);

(c) not used for any purpose other than the Purpose;

(d) not used in any way to develop any product or service or for commercial gain other than for the Purpose

(e) kept secure on its premises (as shall be notified to the Disclosing Party on request by the Disclosing Party) and to use at least the same effort to protect the Confidential Information as it uses to protect its own confidential information;

(f) not used in order to obtain any commercial or other advantage over the Disclosing Party;

(g) not used in any way to solicit the Disclosing Party’s directors, employees or customers; and

(h) the Bidder shall not use any YSJ Confidential Information to develop any enahncements or modules or other similar functionality as part of any software product offering.

1. Each party undertakes to the other that it will not disclose to any person (other than as permitted in this Agreement) the fact that discussions or negotiations are, have been or will be taking place in connection with the Purpose.
2. The provisions of this Agreement shall not apply to information which:-

(a) is in or becomes part of the public domain otherwise than by the default of the Receiving Party of its obligations under this Agreement;

(b) is approved for release in writing by the Disclosing Party;

(c) is required to be disclosed by law or by any governmental or regulatory authority provided that (if and to the extent that it is possible and lawful for it to do so) the Receiving Party shall give prompt notice to the Disclosing Party prior to the proposed disclosure, and shall co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity or extent of such obligation; or

(d) is independently obtained by, or is previously known to, the Receiving Party other than through a breach by the Receiving Party of any obligation of confidentiality.

1. Both parties acknowledge that any Confidential Information disclosed to it by the other party is the property of the Disclosing Party and that neither party shall acquire by implication or otherwise any right in or title to or licence in respect of any Confidential Information of the other party.
2. The Disclosing Party accepts no responsibility for, makes no representations and gives no warranties, express or implied, as to the accuracy or completeness of its Confidential Information and it shall not be liable under this Agreement to the Receiving Party or any third party for any loss or damage resulting from use of the Disclosing Party’s Confidential Information or in respect of any opinions expressed or for any errors, omissions or misstatements made.
3. If the Receiving Party becomes aware of any unauthorised copying, disclosure or use of any Confidential Information of the Disclosing Party, the Receiving Party shall notify the Disclosing Party forthwith and, if requested by the Disclosing Party, shall take such steps as shall be reasonable to prevent further unauthorised copying, disclosure or use.
4. The Receiving Party shall, at the request of the Disclosing Party, return to the Disclosing Party any and all Confidential Information of the Disclosing Party (including all copies of the same) and shall expunge or delete any Confidential Information from any computer equipment or other device into which it has been copied, read, saved, installed or programmed.
5. Without prejudice to any other rights or remedies that either party may be entitled to, both parties acknowledge that damages may not be an adequate remedy for breach of the terms of this Agreement and both parties will be entitled to the remedies of injunction, specific performance and any other available equitable relief for any threatened or actual breach of this Agreement and that no proof of special damages will be necessary for the enforcement of this Agreement.
6. Without prejudice to any other rights or remedies that either party may be entitled to, the parties acknowledge that damages may not be an adequate remedy for breach of the obligations set out in this Confidentiality Agreement and agree that both parties will be entitled to seek remedies of injunction, specific performance and any other available equitable relief for any threatened or actual breach.
7. The obligations under this Agreement shall continue for a period of 5 years from the date of execution of this Agreement.
8. This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of English courts.

**IN WITNESS** whereof each of the parties hereto has caused this Agreement to be executed the day and year written below

Signed: ................................ Signed: ................................

Name: ................................ Name: ................................

For and on behalf of **YSJ** For and on behalf of **THE** **BIDDER**

Date ....................................... Date .......................................