

## APPENDIX A – CONFIDENTIALITY AGREEMENT

1. In consideration of your disclosure to us of information (whether or not contained in documents and whether or not it is identified as being confidential) (together **Confidential Material**) for the purposes of preparation of our response to the Invitation to Tender issued by you in relation to the UKGWA Service Contract (**Purpose**), we undertake to respect and preserve the confidentiality of the Confidential Material. Accordingly, for a period of seven years after the date of such disclosure, we shall not, without your prior written consent, either:
  - 1.1 communicate or otherwise make available the Confidential Material to any third party (other than a Representative of ours who requires the Confidential Material in connection with the Purpose and then only if the Representative is bound by conditions of confidentiality no less strict than those set out in this letter, which we shall enforce at your request); or
  - 1.2 use the Confidential Material for any purpose other than the Purpose.
2. Our 'Representatives' include employees, agents, and other representatives. We agree that we are at all times responsible for our Representatives' compliance with the obligations in this letter.
3. The obligations set out in paragraph 1 of this document shall not apply, or shall cease to apply, to such of the Confidential Material as we can show to your reasonable satisfaction:
  - 3.1 has become public knowledge other than through disclosure by us in breach of this agreement, (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Material); or
  - 3.2 was already known to us prior to disclosure by you (as evidenced by written records);
  - 3.3 has been received by us from a third party who did not acquire it in confidence from you or from someone owing a duty of confidence to you or who was otherwise prohibited from disclosing the information to us; or
  - 3.4 is required to be disclosed by law or rule of a relevant regulatory authority.
4. We agree that we will apply the same security measures and degree of care to the Confidential Material as we apply to our own confidential information, which we warrant as providing adequate protection from unauthorised disclosure, copying or use.
5. We shall, whenever you so request, return to you all documents and other records of the Confidential Material or any of it in any form and whether or not such document or other record was itself provided by you (or shall certify in writing that all such Confidential Material and copies have been destroyed).
6. We agree that you have not and do not make any express or implied warranty or representation concerning the Confidential Material or the accuracy or completeness of

the Confidential Material. We agree that we are not granted any rights in respect of the Confidential Material and will not obtain ownership of the Confidential Material.

7. We agree that you are not under any obligations in relation to the Confidential Material. In particular, nothing in this letter shall be construed or implied as obliging you to disclose any specific type of information under this letter, whether Confidential Material or not. We agree that the disclosure of the Confidential Material shall not form any offer or representation or warranty by you in relation to the Procurement Process for the UKGWA Service Contract or that you will enter into any further agreement with us. We acknowledge that you are permitted at your absolute discretion to cancel any such Procurement Process.
8. We agree that our obligations under this letter shall continue despite any earlier cancellation of the Procurement Process for the UKGWA Service, termination of the Purpose and/or any decision by us not to become involved in the Purpose.
9. We agree that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies you may have, you shall be entitled to the granting of equitable relief (including without limitation injunctive relief and specific performance) concerning any threatened or actual breach of any of the provisions of this agreement.
10. We agree that this letter does not create any agency or partnership relationship. This agreement will not be assignable or transferable by either party without the prior written consent of the other party. All additions or modifications to this agreement must be made in writing and must be signed by both parties.
11. We confirm that this letter is executed by authorised representatives of both parties and supersedes all prior and collateral communications, reports and understandings, if any, between the parties regarding Confidential Material.
12. If applicable, each party warrants and represents to the other that it will comply with all relevant local and European data protection legislation. This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Yours faithfully,

Authorised Signatory:

On behalf of:

Date:

We hereby acknowledge receipt and accept the contents of this letter

Authorised Signatory:

On behalf of The National Archives, Kew, Richmond, TW9 4DU

Date: