**Non-Disclosure Agreement**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024

Parties:

**NAME OF COMPANY RECEIVING INFORMATION**, a company registered in [England] under company number [number on Register of Companies] whose registered office is at [address] [*Note to Bidders: please amend/supplement this section to include the name of the entity bidding for this opportunity. Where you are bidding as part of a consortium or a group of economic operators, a separate NDA should be executed in respect of each entity which will be in receipt of the Confidential Information*.]
(the “**Recipient**”).

and

**MARITIME & COASTGUARD AGENCY** of Spring Place, 105 Commercial Road, Southampton, SO15 1EG, acting on behalf of the Secretary of State for Transport (the “**Discloser**”).

**Agreed Terms**

1. The Discloser is in the process of undertaking a public procurement/project delivery process in respect of the installation of a Vessel Traffic Service (VTS) Control Room at the MCA’s Falmouth Maritime Rescue Co-ordination Centre (the “**Procurement/Delivery**”).
2. As part of the procurement and project delivery process, the Discloser intends to make available copies of electrical and mechanical drawings (plans and schematics) together with equipment photographs to those bidding for the opportunity. Additionally, during the course of the Procurement/Project Delivery phase, bidders may be invited to participate in a site visit, and/or be provided with access, to the Discloser’s ‘Maritime Rescue Co-Ordination Centre’ (“**MRCC**”), whereby they may witness the operational pattern of the MRCC, ways of working and security measures utilised at the site. The Parties acknowledge the sensitivity of such information in light of the MRCC’s categorisation as a Category 1 responder facility under the Civil Contingencies Act 2004 and that any such information (whether obtained in writing, orally or by observation) disclosed to the Recipient as described in this paragraph will constitute “**Confidential Information**” under this Agreement.
3. The Discloser intends to disclose the Confidential Information to the Recipient for the purposes of enabling the Recipient to submit a tender in respect of the Procurement (the “**Purpose**”).
4. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.
5. 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 appointed to advise the Recipient in respect of the Procurement and who need to know the same for the Purpose (“**Representatives**”). In entering into this Agreement, the Recipient acknowledges and agrees that it will ensure that such parties will remain bound by obligations equivalent to those set out in this Agreement.
6. The Recipient shall be liable for the actions or omissions of the Representatives, in relation to the Confidential Information as if they were the actions or omissions of the Recipient.
7. The Recipient shall indemnify the Discloser against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the arising out of or in connection with any breach of this Agreement by the Recipient, including as a result of the actions or omissions of any of its Representatives in accordance with clause 6.
8. The undertakings above apply to all of the information disclosed by the Discloser to the Recipient which constitutes Confidential Information, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
9. any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
10. any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.
11. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
12. The Recipient will, on request from the Discloser, return or destroy all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.
13. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of any information provided by the Discloser except the right to copy the Confidential Information solely for the Purpose.
14. Without prejudice to any other rights or remedies that the Discloser may have, the Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement. Accordingly, the Discloser shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement by the Recipient.
15. The undertakings in this Agreement will continue in force indefinitely.
16. 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.

Executed and Delivered as a Deed by

**[name of Recipient]** acting by

**[name of director],** a director,

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of witness

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Address of witness