

## **Collaboration and Mutual Confidential Disclosure Agreement**

This Collaboration and Mutual Confidential Disclosure Agreement (this **Agreement**) is made between:

- A)
- B)
- C)
- D)
- E)
- F)

(together the **Parties** and each of them a **Party**).

**1.** The Parties have been discussing a potential collaboration in relation to developing a joint tender bid. This is with the view to delivering advice services in (state area) under a joint venture, partnership or other co-operative arrangement between the Parties (**Consortium**) should the joint tender bid be successful. This Agreement sets out the terms upon which the Parties agree to enter into discussions and provide each other with certain confidential information in connection with the joint tender bid. The Agreement is made in consideration of the mutual disclosure of information and the entering into of discussions between the Parties in relation to the joint tender bid and the Consortium.

**2.** As part of this commitment, the Parties agree:

- to communicate on an open, transparent and timely basis on issues of relevance to development of the joint tender bid and Consortium
- To provide all relevant information, in good faith and on a basis of mutual exchange, about their respective organisations for the effective establishment and functioning of the joint tender bid and Consortium.

**3.** Each Party agrees that all information, whether oral, written or otherwise, that is supplied by any Party in the course of or as a result of meetings or otherwise in connection with the joint tender bid or the Consortium (the **Confidential Information**) shall be received under a duty of confidentiality to that Party, will be held in strict confidence and will not be disclosed, copied or distributed without that Party's prior written consent, or used for personal/organisational gain outside the proposed tender bid.

- 4.** A Party may disclose Confidential Information received from another Party to all of its directors, officers, employees, consultants, and advisors who need to know such confidential information for the purposes of furthering this collaboration. The disclosing Party shall ensure that such persons are made aware of the terms of this Agreement and shall use its best endeavours to procure that such persons adhere to these terms as if they were a party to this Agreement. Each Party shall be responsible for any breach of the terms of this Agreement by any person to whom they have disclosed Confidential Information.
- 5.** This Agreement applies to both technical and commercial information communicated by any of the Parties.
- 6.** This Agreement does not apply to any information that is now in the public domain, or which comes into the public domain, except through a breach of this Agreement or of any other duty of confidentiality, or which the receiving Party can show was either already lawfully in their possession prior to its disclosure by the other Party or subsequently acquired without the involvement, either directly or indirectly, of the disclosing Party. This Agreement also does not apply to any information that is required to be disclosed by law or by a court of competent jurisdiction or regulatory body, but the disclosing Party will (if lawful and practicable) notify the Party that provided the information of such requirement and co-operate regarding the timing and content of such disclosure or any action that the Party that provided the information may reasonably take to challenge it.
- 7.** Any Party to this Agreement shall on request from a second Party return or destroy any documents or items containing Confidential Information of the second Party and shall not retain any unauthorized copies or likenesses. The Party shall also take all reasonable steps to expunge such Confidential Information from their computers. This provision shall not apply to the extent that a Party is required to retain such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body.
- 8.** This Agreement, or the supply of information referred to in paragraph 3, does not create any licence, title or interest in respect of any Intellectual Property Rights of the disclosing Party.
- 9.** Each Party undertakes with each other Party that it will not, without the prior written consent of each other Party, reveal to any person (other than an recipient under paragraph 4) or otherwise announce or confirm that discussions are taking place between the Parties.
- 10.** Nothing contained in this Agreement shall constitute a legal partnership between the Parties, nor shall be construed as an obligation to enter into any further agreement concerning any future project and any termination of discussions by any Party shall be without liability to any other Party.

**11.** Where the context permits or requires, references in this Agreement to 'a Party' include that Party's subsidiaries, agents and advisers, the respective officers and employees of that Party and the respective officers and employees of that Party's subsidiaries, agents and advisers.

**12.** Each Party acknowledges and agrees that (except as may otherwise be provided in any future agreement regarding the Consortium) no representation or warranty, express or implied, is or will be made by any Party as to the accuracy, reliability or completeness of the Confidential Information provided by it and no Party shall have any liability to any other Party or to any other person resulting from the use of Confidential Information provided by it. This paragraph does not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

**13.** Without affecting any other rights or remedies that the Parties may have, each Party acknowledges that a Party may be irreparably harmed by any breach of this Agreement and that damages alone may not necessarily be an adequate remedy. Accordingly, each Party hereby acknowledges without proof of actual damages that injunctive relief, specific performance and/or other equitable relief in favour of the relevant Party is an appropriate and necessary remedy for any threatened or actual breach of the terms of this Agreement.

**14.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall (so far as it is illegal, invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement, but that shall not affect the legality, validity or enforceability any other provision of this Agreement.

**15.** This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall governed by English law. The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and each party and the parties to this Agreement submit to the exclusive jurisdiction of the English courts.

As witness, the hands of the duly authorised officer of the Party.

I – [enter name] - , [enter role] of [(enter charity no OR address)] authorised by the [trustees OR senior partners] to sign this agreement on behalf of the enter charity or firm

Print Name:

Signature:

Date: