

## CONFIDENTIALITY AGREEMENT

### BETWEEN

**M3 HOUSING LIMITED**, a company registered in England and Wales under Company Number 04966582 whose registered office is at 5 Commonsides East, Mitcham, Surrey CR4 2QA (hereinafter called the "Distributor"; and

[ ], a social housing landlord or local authority housing department or their managing agent whose office is at [ ] (hereinafter called the "Client"); and the Contractor.

Each a "Party" and together the "Parties"

1. In this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

**"Confidential Information"** means all documents provided for the preparation of a tender for the Client in connection with the Purpose, whether in written or pictorial form, orally or electronically, and which is either clearly identified as confidential at the time of disclosure or is otherwise clearly confidential in nature;

**"Contractor"** means the organisation identified on the Order as wishing to submit a tender to provide services to the Client, which may include works or consultancy services

**"Discloser"** means the Distributor or the Client;

**"Order"** means an electronic order form, completed by the Contractor and submitted to the Distributor via the website at [www.m3h.co.uk](http://www.m3h.co.uk) that identifies the Contractor and the Client in accordance with this Agreement;

**"Purpose"** means preparation of a tender submission to the Client

2. The Contractor agrees to only use the Confidential Information for the Purpose, agrees to maintain the Confidential Information in confidence and (other than as set out in this Agreement) agrees not to divulge any of the Confidential Information to any third party without the Discloser's prior written permission.
3. The Contractor will restrict access to the Confidential Information only to those of its employees who need to access the Confidential Information for the Purpose and will procure that all employees to whom the Confidential Information is disclosed will keep the same confidential and use it solely for the Purpose.
4. The Client warrants that it owns or is otherwise entitled to use all proprietary rights (including copyright, trade marks, patents and all other intellectual property rights) in the Confidential Information and that any disclosure of the Confidential Information, made in accordance with this agreement, will not be in breach of the rights of any third party.
5. The Contractor acknowledges that the Discloser (or the Discloser's third party licensors) own all proprietary rights (including copyright, trade marks, patents and all other intellectual property rights) in the Confidential Information. Save to the extent that the Contractor is entitled to use the Confidential Information for the Purpose, the disclosure of the Confidential Information shall not be deemed to transfer any right, title or interest in the Confidential Information to the Contractor.
6. The Contractor will only take such copies or extracts of the Confidential Information (including reducing the Confidential Information to writing in any form) as are reasonably necessary for the Purpose. The Contractor shall at the Discloser's request return (or at the

Discloser's discretion, destroy and confirm such destruction of) all or any of the documents or other material containing or embodying the Confidential Information together with all copies and extracts taken by the Contractor. The Contractor shall arrange for the return of the same by any third party to whom disclosure of any of the Confidential Information has been made as permitted by this Agreement.

7. The restrictions on use or disclosure of the Confidential Information will not apply to:
  - 7.1 any information which is generally available to the public (provided this is not as a result of a breach of this Agreement or any other duty of confidentiality);
  - 7.2 any information received by the Contractor from third parties who are not subject to any confidentiality obligations in respect thereof;
  - 7.3 any information which is independently or lawfully developed by the Contractor without the use of the Confidential Information;
  - 7.4 any information which is required by law to be disclosed pursuant to an order of a Court or equivalent authority.
8. The Parties acknowledge and agree that:
  - 8.1 neither the Discloser, nor their employees, advisers, agents or officers make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any related oral communication; and
  - 8.2 the provisions of this Agreement shall continue in effect notwithstanding any decision by either Party not to proceed with any further work relating to the Purpose.
9. The Parties agree that the obligations of confidentiality and non-use imposed pursuant to this Agreement shall apply for a period of twenty (20) years from the date hereof.
10. The Contractor acknowledges that the Confidential Information is highly confidential and commercially sensitive, that disclosure may cause irreparable damage to the Discloser and their business and that damages alone would not be an adequate remedy for any breach by the Contractor of the provisions of this Agreement. Accordingly, without prejudice to any and all other rights or remedies that the Discloser might have, the Discloser shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement.
11. The terms set out in this Agreement constitute the entire agreement and understanding between the Parties with respect to the Confidential Information and supersede and cancel any prior representation, understanding and commitment (whether oral or written) between the Parties with respect to the Confidential Information. The terms of this Agreement can only be varied by the agreement of the Parties in writing.
12. If at any time any provision of this Agreement is found to be illegal, unenforceable or invalid in whole or in part then the remaining portions of such provisions and other provisions of this Agreement continue to be binding and in full force and effect.
13. This Agreement shall be construed in accordance with the laws of England and Wales and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales to settle any disputes which may arise in connection with this Agreement.