

[On MOPAC headed notepaper]

Supplier

Date

Dear Sirs

### Confidentiality Agreement

This agreement is made between Supplier (company number: **xxx**) (the **Receiving Party**) and The Mayor's Office for Policing and Crime (the **Disclosing Party**) in relation to information which may be disclosed in connection with the **Service** (the **Project**).

In return for being provided with or given access to certain Confidential Information (as defined below) the Receiving Party agrees as follows:

#### 1 Confidentiality Obligations

1.1 In this agreement **Confidential Information** means any information of whatever kind (whether commercial, technical, financial, operational or otherwise, whether communicated verbally, in writing or in any other form and whether or not expressly stated to be confidential) which is or has been supplied or made available by the Disclosing Party to the Receiving Party at any time (whether before, on or after the date of this agreement), including (but not limited to):

1.1.1 information relating to the business, services or suppliers of the Disclosing Party; and

1.1.2 services breakdown, FTE numbers, and associated costs [*please list any other specific information (to be) supplied/made available by MOPAC*];

and shall also include:-

1.1.3 the existence or contents of this agreement;

1.1.4 the existence of any discussions or negotiations between the parties in relation to the Project;

1.1.5 any other information generated or acquired by the Receiving Party in relation to the Project and/or the Disclosing Party from time to time; and

1.1.6 any modification (whether authorised or otherwise) made to any of the information mentioned in this paragraph 1.1 by the Receiving Party or any person to whom it has disclosed any of that information.

- 1.2 The Receiving Party shall use the Confidential Information solely in connection with the Project, shall safeguard the Confidential Information and treat it with the strictest confidence and shall not disclose, reveal, report, publish or transfer to any third party (including any other entity within its corporate group) any part of the Confidential Information except:
- 1.2.1 to those officers or employees of the Receiving Party that have a legitimate need to see and/or use that Confidential Information in connection with the Project (**Permitted Recipients**), and provided that the Receiving Party ensures that such Permitted Recipients are bound by and comply with confidentiality obligations equivalent to those imposed by this agreement. For the avoidance of doubt, the Receiving Party shall not be entitled to disclose, reveal, report, publish or transfer any part of the Confidential Information to any of its group companies or such group companies' officers or employees without the consent in writing of the Disclosing Party; or
- 1.2.2 to the extent required by law (but only to that extent).
- 1.3 The Receiving Party agrees that with the exception of the information referred to at paragraph 1.1.5 above and any modifications made to that information all copyright, database rights, trade marks, patents, design rights and all other intellectual property rights (of whatever nature, whether registered or capable of registration or not, in any part of the world, and including all applications and the right to apply for any such rights) in, on or forming part of any Confidential Information shall belong (as between the Receiving Party and the Disclosing Party) to the Disclosing Party exclusively.
- 1.4 Whenever requested by the Disclosing Party:-
- 1.4.1 the Receiving Party shall immediately return, and ensure that any persons to whom the Receiving Party has disclosed any Confidential Information also return, to the Disclosing Party all matter in tangible form which constitutes the Confidential Information, or any part of it, together with any copies;
- 1.4.2 the Receiving Party shall immediately destroy (or if kept electronically, delete) and ensure that any persons to whom the Receiving Party has disclosed any Confidential Information also destroy (or delete, as the case may be), any notes, memoranda or other records or working materials (in whatever medium) which contain any Confidential Information.
- 1.5 The provisions of paragraphs 1.2 and 1.4 of this agreement shall not apply to any information which:
- 1.5.1 is, or at the relevant time becomes, publicly available other than as a result of disclosure by the Receiving Party; or
- 1.5.2 is already in, or at any relevant time comes into, the possession of the Receiving Party free from any obligation of confidentiality as demonstrated by written evidence to the reasonable satisfaction of the Disclosing Party; or
- 1.5.3 has been independently developed by the Receiving Party, without reference to the Confidential Information, as demonstrated by written evidence to the reasonable satisfaction of the Disclosing Party.
- 2 The Confidential Information is supplied **as is** and without any warranty, representation or undertaking by the Disclosing Party as to the accuracy, completeness or suitability of the Confidential Information. The Disclosing Party shall not incur any liability to the Receiving Party in relation to or as a consequence of the use of the Confidential Information, whether by the Receiving Party or any other person.

- 3 The Receiving Party shall not make copies of the Confidential Information without the Disclosing Party's prior written consent.
- 4 The Receiving Party shall immediately upon written request deliver to the Disclosing Party a list of all persons to whom the Confidential Information has been disclosed.
- 5 Each of the parties reserves the right in its sole and absolute discretion to reject any or all proposals in relation to the Project and to terminate its discussions and negotiations with, or directly or indirectly involving, the other party at any time.
- 6 This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Please confirm your acceptance of and agreement to the terms and conditions set out above by signing, dating and returning to us a copy of this letter.

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**We accept and agree to the terms and conditions set out in this letter.**

**Signed for and on behalf of**

**supplier**

**by:**

.....

**(signature)**

.....

**(name)**

.....

**(date)**