



CONFIDENTIALITY DECLARATION (Organisations)

Date: _____

WHEREAS : This Declaration shall apply to any Confidential Information relating to and supplied by Spotlight Marketing & Design (the Company), trading as Tender Pro, and/or the Client, which forms part of which the Company or the Client may obtain or have already obtained by virtue of mutual association or in respect of which, to the Company's and the Client's knowledge or reasonable belief, the Company or Client is under a duty of confidence. The Company and the Client acknowledge that Confidential Information includes but is not limited to products, customers, business, affairs, services, trade secrets, finance, contractual agreements, operational procedures, methods, know-how, future plans, techniques, strategy and processes and all documents and other information, whether prepared by the Company or the Client, which contain or reflect or are generated from this information.

Deleted: the Aviva plc group of companies ("the Group"), or any other company within the Group ("Group Company") and their respective customers and suppliers ("Confidential Information")

This Agreement is an ongoing Agreement between the Company and the Client, where agreement is confirmed by email, and is subject to the terms set out in the Schedule below which the Company and the Client undertake to observe in the performance of this Agreement.

If the Client wishes the Agreement to be signed by both parties, the Agreement is made on the date set out above and witnessed by the parties below.

Use of Confidential Information:	Supply, design and development of digital proposal services by the Company to the Client.
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IN WITNESS whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out above.

Signed by the duly authorised representative of the Company

Name:	Signature:
Position:		

Signed by the duly authorised representative of the Client

Name:	Signature
Position:		

THE SCHEDULE

1. CONFIDENTIALITY UNDERTAKING

- 1.1 The Company and the Client undertake that:-
- 1.1.1 The Company and the Client will not at any time without the express prior written authority of the Company:
- use for their own benefit or for any purposes other than that set out in the Schedule to this Declaration;
 - use for the benefit of any other person;
 - disclose to any other person;
 - cause or permit any unauthorised disclosure of any Confidential Information;
- 1.1.2 The Company and the Client will only take such copies of any document or other material (in whatever medium) containing any Confidential Information as are necessary for the purposes set out in the Schedule to this Declaration;
- 1.1.3 On request by the Company or the Client, and in any event on the termination of our mutual association, the Company and the Client will immediately destroy or return copies which the Company and the Client may hold of any documents, source codes, data storage media, notes, files or, without limitation, any other documents which the Company and the Client may possess or control and which contain Confidential Information and will ensure that any such copies that have been disclosed to any third parties are also destroyed or returned.

2. INTELLECTUAL PROPERTY

- 2.1 The Client acknowledges that any property whether tangible or intangible which is made, originated or developed by the Company at any time as a result of or in the course of their mutual association which could be classed as intellectual property capable of ownership will vest in the Company.
- 2.2 The Company acknowledges that any property whether tangible or intangible which is made, originated or developed by the Client at any time as a result of or in the course of their mutual association which could be classed as intellectual property capable of ownership will vest in the Client.

3. INDEMNITY

- 3.1 The Client agrees to indemnify, and keep indemnified, the Company and any Group Company from and against any loss incurred by them as a result of any breach of any of the undertakings in this Declaration and/or as a result of any claims or losses of the Company's intellectual property infringing a third party's intellectual property rights. The Client acknowledges that any breach by the Client or anyone on their behalf of any of the undertakings may give rise to significant damage to the Company or any Group Company and that damages may not be an adequate remedy for any breach and that the Company and any Group Company will be entitled, without proof of special damages, to the remedies of injunction, specific performance and/or other equitable relief for any threatened or actual breach of the undertakings.

4. EXCEPTIONS

- 4.1 The Company and the Client acknowledge that this Declaration does not apply to information which:-
- 4.1.1 at the time of disclosure to either party is in the public domain before or after the date of this Declaration, otherwise than as a result of a breach of any of the undertakings contained in this Declaration;
- 4.1.2 becomes generally available to third parties by publication or otherwise through no fault of the Company; or
- 4.1.3 was lawfully in the Company's possession before such disclosure, as evidenced by the Company's written records, and which was not acquired directly from the Client, any Group Company or any of the directors, officers, employees or advisers of the Client or any Group Company; or
- 4.1.4 is required to be disclosed pursuant to law; or
- 4.1.5 has been approved for release or use (in either case without restriction) by the Company.

6. ENFORCEABILITY

- 6.1 The Company and the Client acknowledge that if any provision of this Declaration is proved to be illegal or unenforceable, then such provision will (so far as it is illegal or unenforceable) have no effect and will be deemed not to be included in this Declaration, but the remaining provisions of this Declaration will continue in full force and effect.

7. GOVERNING LAW

- 7.1 This Declaration and all matters arising from or in connection with it are governed by English Law.

8. JURISDICTION

- 8.1 The Company and the Client acknowledge that the Courts of England have jurisdiction to settle any dispute arising from or in connection with this Agreement (a "Dispute"). The Company and the Client acknowledge that the Courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that the Company and the Client will not argue to the contrary.