Deed of Mutual Non-Disclosure Agreement

This Deed is entered into on:

Parties:

……………………………., a company registered in ……………. under company number ………………. whose registered office is at ………………………………………………………. and

**Meanbee Limited**, a company registered in England and Wales under company number 08532921 whose registered office is at 30-32 Westgate Buildings, Bath, BA1 1EF, UK

1. Each of the parties to this Agreement intends to disclose information (the Confidential Information) to the other party which might include, but not be limited to that Party’s: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) processes, methods, products, and other proprietary rights; or (4) specifications, samples, tools, computer programs, technical information, or other related information;
2. Each party to this Agreement is referred to as ‘the Recipient’ when it receives or uses the Confidential Information disclosed by the other party.
3. The Recipient to use the Confidential Information disclosed by the other party only for the purpose of fulfilling their obligations regarding the tender submission and establishing the project suitability (Purpose).
4. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party except to its employees who need to know the same for the Purpose and to any professional advisers, provided that they are made aware that they owe a duty of confidence to the other party and understand that they are bound by conditions of secrecy no less strict than those set out in this agreement.
5. The undertakings in clauses 3 and 4 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
   1. any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
   2. 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 other party.
6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
7. The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party.
8. 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 the other party except the right to copy the Confidential Information disclosed by the other party solely for the Purpose.
9. The undertakings in clauses 3 and 4 will continue in force for 3 years from the date of this Agreement.
10. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

**IN WITNESS WHEREOF** this Deed has been duly executed and delivered by the parties on the date set out below on which the last party to execute and deliver it has done so.

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| ***SIGNED*** *as a* ***DEED***  *by*  *as a Director for and on behalf of* ***…………………………………………*** *in the presence of:*    ***Witness***    *Name:*    *Address:*    *Occupation:*    *Date of signature:* | *Director*      *Witness Signature* |

|  |  |
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| ***SIGNED*** *as a* ***DEED***  *by*  *as a Director for and on behalf of* ***Meanbee Limited*** *in the presence of:*    ***Witness***    *Name:*    *Address:*    *Occupation:*    *Date of signature:* | *Director*      *Witness Signature* |