This agreement is dated 01/10/2025

Parties

1. HISTORIC ROYAL PALACES incorporated by Royal Charter and registered as a charity in England and Wales with charity company number 1068852 whose registered office is at Hampton Court Palace KT8 9AU (HRP);
2. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the Recipient).

**BACKGROUND**

1. The parties intend to enter discussions relating to the Purpose which will involve the disclosure of Confidential Information from HRP to the Recipient.
2. The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

**THE PARTIES AGREE**

1. Interpretation
   1. In this agreement, unless otherwise provided the following definitions shall apply:

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| **Business Day** | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |
| **Confidential Information** | has the meaning given in clause 2. |
| **Discloser** | a party to this agreement when it discloses Confidential Information, directly or indirectly, to the other party. |
| **Purpose** | To discuss/establish a potential construction project between the Parties. |
| **Recipient** | a party to this agreement when it receives Confidential Information, directly or indirectly, from the other party. |
| **Representative(s)** | in relation to each party and any member of its group:   1. its officers and employees that need to know the Confidential Information for the Purpose; 2. its professional advisers or consultants who are engaged to advise that party and/or any member of its group in connection with the Purpose; 3. its contractors and sub-contractors engaged by that party and/or any member of its group in connection with the Purpose; and 4. any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose. |

* 1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
  2. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  3. A reference to **writing** or **written** includes email.
  4. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1. Confidential Information
   1. **Confidential Information** means all confidential information relating to the Purpose which the Discloser or its Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives before, on or after the date of this agreement. This includes:
      1. the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
      2. the terms of this agreement;
      3. all confidential or proprietary information relating to:
         1. the business, affairs, customers, clients, suppliers, plans, intentions, contractual details, pricing information (if applicable) or details or structure of market opportunities of the HRP; and
         2. the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the HRP;
      4. any information, findings, data or analysis derived from Confidential Information; or any other information that is identified as being of a confidential or proprietary nature
      5. but excludes any information referred to in clause 2.2.
   2. Information is not Confidential Information if:
      1. it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or its Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
      2. it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser and the Recipient can show this from its written records produced at the time;
      3. it was, is, or becomes available to the Recipient on a non-confidential basis from a person who is not under any confidentiality obligation in respect of that information and did not receive or become aware of the information as a direct or indirect result of a breach of an obligation of confidentiality;
      4. it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser and the Recipient can show this from its written records produced at the time; or
      5. the parties agree in writing that the information is not confidential.
2. Confidentiality obligations
   1. In consideration for HRP making Confidential Information available to the Recipient for the Purpose the Recipient undertakes to HRP that it shall:
      1. keep the Confidential Information secret and confidential;
      2. not use or exploit the Confidential Information in any way except for the Purpose;
      3. not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by HRP in writing, and in accordance with this agreement; and
      4. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of HRP.
      5. apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;
      6. keep a written record of:
         1. any document or Confidential Information received from HRP in tangible form; and
         2. any copies made of the Confidential Information; and
      7. ensure that any document or other records containing Confidential Information shall be kept at its premises and shall not remove or allow those documents and records to be moved from those premises.
   2. The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.
3. Permitted disclosure
   1. The Recipient may disclose the Confidential Information to its Representatives on the basis that it:
      1. informs those Representatives of the confidential nature of the Confidential Information before it is disclosed; and
      2. procures that those Representatives comply with the confidentiality obligations in clause 3.1 as if they were the Recipient on terms equivalent to those contained in this agreement.
   2. The Recipient shall be liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.
4. Mandatory disclosure
   1. Subject to the provisions of this clause 5, the Recipient may disclose Confidential Information to the minimum extent required to be disclosed pursuant to a statutory requirement or following a requirement of a court of law or competent governmental or regulatory authority.
   2. Before the Recipient discloses any Confidential Information pursuant to clause 5.1 it shall, to the extent permitted by law, give HRP as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with clause 5.1, that party shall take into account the reasonable requests of the Recipient in relation to the content of this disclosure.
   3. If the Recipient is unable to inform HRP before Confidential Information is disclosed pursuant to clause 5.1 it shall, to the extent permitted by law, inform HRP of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.
5. Return or destruction of Confidential Information
   1. If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall promptly:
      1. destroy or return to HRP all documents and materials (and any copies) containing, reflecting, incorporating or based on the HRP’s Confidential Information;
      2. erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and
      3. to the extent technically and legally practicable, erase all the Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
      4. certify in writing to HRP that it has complied with the requirements of this clause 6.1.
   2. Nothing in clause 6.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a competent government or regulatory authority, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 6.2.
6. Reservation of rights and acknowledgement
   1. HRP reserves all rights in its Confidential Information. The disclosure of Confidential Information by HRP to the Recipient does not give the Recipient or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.
   2. Except as expressly stated in this agreement, HRP makes no express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.
   3. The disclosure of Confidential Information by HRP shall not form any offer by, or representation or warranty on the part of, HRP to enter into any further agreement with the Recipient in relation to the Purpose or the development or supply of any products or services to which the Confidential Information relates to.
7. INDEMNITY
   1. The Recipient shall indemnify HRP against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by HRP arising out of or in connection with any breach of this agreement by the Recipient, including as a result of the actions or omissions of any of its Representatives in accordance with clause 4.2.
   2. If a payment due from the Recipient under clause 8.1 is subject to tax (whether by way of direct assessment or withholding at its source), HRP shall be entitled to receive from the Recipient such amount as shall ensure that the net receipt, after tax, of HRP in respect of the payment is the same as it would have been were the payment not subject to tax.
8. Remedies
   1. Without prejudice to any other rights or remedies that HRP may have, the Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the other party. Accordingly, HRP shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement by the Recipient.
   2. Rights under this agreement are cumulative and do not exclude rights provided by law in any relevant jurisdiction.
9. No obligation to continue discussions

Nothing in this agreement shall impose an obligation on HRP to continue discussions or negotiations in connection with the Purpose, or an obligation on HRP to disclose any information (whether Confidential Information or otherwise) to the Recipient.

1. Ending discussions and duration of confidentiality obligations
   1. If HRP decides not to continue to be involved in the Purpose with the Recipient, it shall notify the Recipient in writing immediately.
   2. Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 11.1, each party's obligations under this agreement shall continue in full force and effect for a period of five years from the date of this agreement.
   3. The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.
2. No partnership or agency
   1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
   2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
3. General
   1. **Assignment and other dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
   2. **Entire Agreement.**
      1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
      2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
   3. **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
   4. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
   5. **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be severed from the remaining provisions of this agreement, which shall continue in full force and effect.
   6. **Notices.**
      1. Any notice given to HRP under or in connection with this agreement shall be in writing and shall be:
         1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
         2. sent by email to the following address [procurement@hrp.org.uk](mailto:procurement@hrp.org.uk)
      2. Any notice shall be deemed to have been received:
         1. if delivered by hand, on signature of a delivery receipt; and
         2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
         3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.6.2(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
      3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
   7. **Third Party Rights.** Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
   8. **Freedom of Information.** Nothing in this agreement shall limit or be construed as limiting the exercise by each party of any duty or discretion under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004. The Recipient shall assist and cooperate with HRP to enable HRP to comply with its information disclosure obligations under the same.
   9. **Data Protection.** The parties shall each comply with the requirements of the data protection legislation arising in respect of personal data disclosed to it by the other for the Purpose. Without prejudice to the forgoing, if the Recipient processes any of HRP’s personal data (as defined in UK data protection legislation), this shall be undertaken in accordance with a separate data processing agreement entered or to be entered into between the parties, and the Recipient shall perform its obligations under this agreement in accordance with the provisions of that data processing agreement.
   10. **Governing Law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
   11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
   12. **Counterparts.** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute and original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

This agreement has been entered into on the date stated at the beginning of it.

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| Signed for and on behalf of:  **HISTORIC ROYAL PALACES** | |  | Signed for and on behalf of:  **[COMPANY NAME]** | |
| Signature: |  |  | Signature: |  |
| Name: |  |  | Name: |  |
| Position: |  |  | Position: |  |