



Renewables East is seeking a Company/Consultant to:

- Renewables East intends to commission a Biomass fuel feedstock assessment to research the fuel availability within a sustainable catchment area of a new biomass CHP plant. The review will also create an outline for the contracting mechanism for the fuel supply contracts that need to be placed.

Full information will be provided by e-mail to interested potential tenderers subject to the signing and scanning back to RE of the Confidentiality Agreement below.

Please send signed and scanned confidentiality agreement to John Heath, Delivery Manager, Renewables East – johnheath@renewableseast.org.uk

Closing date for Invitation to Tender submissions is Friday 27 March 2009 at 1300hrs



RENEWABLES EAST

And

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CONFIDENTIALITY AGREEMENT

- (c) ensure that all people to whom the Confidential Information is disclosed under this Agreement are aware of the terms of this Agreement and shall be responsible to the other party for any breaches by them of any of the terms of this Agreement; and
 - (d) make copies of the Confidential Information only to the extent strictly necessary to the purpose for which it was disclosed.
3. Clause 2 will not apply to:
- (a) information which has been published other than through a breach of this Agreement;
 - (b) information lawfully in the possession of the recipient before its disclosure under this Agreement took place;
 - (c) information obtained from a third party who is not under any obligation to the other parties with respect thereto;
 - (d) information independently developed by a party;
 - (e) information which a party is requested to disclose and, if it did not, could be required by law (including a regulatory body) to disclose **provided that** the party of whom such disclosure is required has, if it is lawful to do so, given notice of any such actual or anticipated requirement promptly upon becoming aware of it and used reasonable endeavours to co-operate with the other party regarding the timing and content of such disclosure or any action which the other party may reasonably elect to take to challenge the validity of such requirement; and
 - (f) information which the parties agree in writing to disclose.
 - (g) information of a generic and non-commercial nature that does not infringe any proprietary rights of either party. For the avoidance of doubt Renewables East is a publicly funded organisation with an obligation to publicise, promote and encourage the development of and utilisation of renewable energy technology and may produce case studies, publicity material and other reports and technical assessments for public consumption relating to its activity.
4. No licences or any rights under any patent, registered design, copyright, design right or any similar right belonging to either party are implied or granted under this Agreement.
5. The obligations and restrictions in this Agreement will last for a period of three years from the date of the last disclosure of Confidential Information under this Agreement.

6. The receiving party will on request either:
 - (a) return all copies of the Confidential Information to the disclosing party; or
 - (b) destroy it.
7. The disclosure of Confidential Information under this Agreement does not oblige either party to enter into any further agreement with the other party.
8.
 - (a) Any notice, claim or demand in connection with this Agreement shall be given in writing to the relevant party at the address stated in this Agreement (or such other address as it shall previously have notified to the other party).
 - (b) Any notice sent by fax shall be deemed received when sent; any notice sent by hand shall be deemed received when delivered and any notice sent by first class post within the United Kingdom shall be deemed received 48 hours after posting.
 - (c) For the avoidance of doubt, notice shall not be validly given by email.
9. Without prejudice to any express provision of this Agreement pursuant to which any rights or liability may be assigned or transferred to any third party for the purpose of Section 1 (2) of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend that any term of this Agreement should be enforceable by any third party but any third party right which exists or is available independently of that Act is preserved.
10. None of the parties accept any responsibility or liability whatsoever for, makes any representation or gives any warranty (whether express or implied) with respect to the accuracy, adequacy or completeness of any Confidential Information relating to the other parties or any oral communication made in connection with it. Each party undertakes to the other parties to waive absolutely and unconditionally any and all liability for consequential loss which any of the parties may incur by reason of the receiving party's use of, or reliance upon, any of the Confidential Information relating to any of the other parties. Nothing in this Agreement shall exclude any liability in respect of fraud.



11. This Agreement is governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

Signed on behalf of Renewables East

Signature

Name: Richard Parker

Position: Development Director

Signed on behalf of

Signature

Name

Position