



Renewables East is seeking an adviser to:

- To commission an atmospheric dispersion modeling study for a biomass CHP plant, to estimate the likely height of the associated chimney, and to determine the potential impact on local air quality of emissions from such plant.
- 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 Thursday 29th January at 1300hrs



RENEWABLES EAST

And

[]

CONFIDENTIALITY AGREEMENT



This Agreement is made on the [] of January 2009

Between:

Renewables East whose registered office is at ZICER Building, School of Environmental Sciences, University of East Anglia, Norwich, NR4 7TJ, registered in the United Kingdom as Company No: 04948149 and any of its present or future subsidiaries or associated companies (“Renewables East”).

And

[] whose registered office is at [] registered in the United Kingdom as Company No: [] and any of its present or future subsidiaries or associated companies (“[]”).

Introduction

- (A) The parties wish to enter into discussions concerning the technical and commercial assessment, development and installation of renewable energy plant and equipment and associated infrastructure including the production, processing and transport of renewable feedstocks. These discussions will necessitate the disclosure of highly confidential information concerning the business and affairs of either or both of the parties and of other companies in the same group of companies as each of the parties.
- (B) Each party requires such disclosures to be treated in confidence and to be protected in accordance with the terms of this Agreement.

It is agreed as follows:

1. Information disclosed under this Agreement will include, but not be limited to, commercial, financial, technical, operational or other information in whatever form (including information disclosed orally) which concerns the business and affairs (whether existing or proposed) of the parties and is of a confidential nature, including any such information disclosed prior to the date of this Agreement (“**Confidential Information**”).
2. Each party will:
 - (a) keep in confidence any Confidential Information disclosed to it by Renewables East and will not disclose that Confidential Information to any person (other than their employees or professional advisers, who need to know the Confidential Information) without the written consent of Renewables East, such consent not to be unreasonably withheld or delayed;
 - (b) use the Confidential Information disclosed to it by the other party only for the purpose for which it was disclosed;

- (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