

CONFIDENTIALITY AGREEMENT

This **Confidentiality Agreement** dated this day of 2013 is made between **Chaguaramas Development Authority** (“the CDA”) and..... (“the Recipient”)

RECITAL

The CDA has issued a Request for Proposal (“RFP”) seeking proposals for _____(the Project);

- A. The Recipient is interested in subscribing for a copy of the RFP with a view to submitting a proposal (“the Proposal”) in response thereto;
- B. The RFP which includes any document or information issued pursuant thereto contains or will contain confidential information and as a condition to providing a copy of the RFP to the Recipient the CDA requires that the Recipient enter into this Agreement.

IT IS AGREED as follows:

1. Definitions

In this Agreement the following words shall have the following meanings:

- 1.1 ‘Confidential Information’ shall mean
 - (a) in respect of Information provided in documentary or by way of a model or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence;
 - (b) in respect of information that is imparted orally, any information that the Disclosing Party or its representatives informed the Receiving Party or its representatives at the time of disclosure was imparted in confidence;
 - (c) in respect of Confidential Information imparted orally, any note or record of the disclosure;
 - (d) any copy of any of the foregoing; and
 - (e) the fact that discussions are taking place between the Disclosing Party and the Receiving Party.
- 1.2 ‘Disclosing Party’ – the Party under this Agreement that discloses information directly or indirectly to the Receiving Party under or in anticipation of this Agreement.
- 1.3 ‘Information’ means, but shall not be limited to, all information, in whatever form, whether factual, interpretative or strategic, furnished by or on behalf of the CDA directly or indirectly to the Recipient, including but not limited to, all contracts, financial information, financial strategies, technical and economic data, marketing information and field notes, marketing strategies, marketing methods, sketches,

photographs, computer records or software, specifications, models, or other information which is or may be either applicable to or related in any way to the assets, business or affairs of the CDA or the permitted purpose, together with all analyses, compilations, data studies or other documents prepared by the Recipient or its Representatives containing or based upon, in whole or in part, information acquired by the Recipient during the course of the Process.

- 1.4 'Permitted Purpose' shall mean that the Confidential Information may only be used by the Recipient for the purpose of the submission of the Proposal.
- 1.5 'Receiving Party' – the Party to this Agreement that receives information directly or indirectly from the Disclosing Party.
- 1.6 "The Process" remains the RFP process relating to the Project.

2. Exceptions

The obligations of confidentiality set out in this Agreement shall not apply to any Information that the Recipient can show by written records:

- (a) was known to the Recipient before the Information was imparted by the CDA, or
- (b) is in or subsequently comes into the public domain (through no fault on the Recipient's part); or
- (c) is received by the Recipient without restriction on disclosure or use from a third party lawsuit entitled to make the disclosure to the Recipient without such restrictions; or
- (d) is developed by any of the Recipient's employees who have not had any director or indirect access to, or use or knowledge of, the Information imparted by the CDA.

3. Disclosure to employees

The Recipient undertakes to permit access to the Confidential Information only to those of its directors and employees who reasonably need access to such Confidential Information for the Permitted Purpose, and on the conditions that such directors and employees shall have:

- (a) entered into legally binding confidentiality obligations to the Recipient on terms equivalent to those set out in this Agreement (and such obligations extend to the Confidential Information),
- (b) been informed of the terms of this Agreement; and
- (c) been instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this Agreement. The Recipient shall be responsible for ensuring that its directors and employees comply with the provisions of this Agreement.

4. Return of information and property

The Recipient acknowledges and agrees that the property and copyright in the Confidential Information, including any documents, files and other items containing any Confidential Information, belongs to the CDA. At the CDA’s written request, the Recipient will return immediately to the CDA all Confidential Information which the Recipient has received under this Agreement and which may still be in the Recipient’s possession, including any copies made and make no further use or disclosure of any of it. The Recipient may, however, keep one copy of the CDA’s Confidential Information in its legal adviser’s files solely for the purpose of enabling the Recipient to comply with the provisions of this Agreement. The obligations on the Recipient under this Agreement shall continue in force for the period of ten (10) years from the date of this Agreement.

5. No implied rights

This Agreement shall not be construed (a) to grant the Recipient any license or rights other than as expressly set out herein in respect of the Confidential Information, nor (b) to require the CDA to disclose any Confidential Information to the Recipient. No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.

6. Law and jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of the Republic of Trinidad and Tobago.

7. Enurement

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective Affiliates, successors and assigns.

IN WITNESS WHEREOF each of the Parties has executed this Agreement the date and year hereinafter written.

CDA

Date:

Date: