

FORS CERTIFICATION BODY NON DISCLOSURE AGREEMENT

This Agreement is made XX...day of XX 20XX

BETWEEN

AECOM Limited, company number 01846493, whose registered office is 63-77 Victoria Street, St Albans, Hertfordshire, AL1 3ER.

AND

[Company name, number and address.]

The above parties being referred to in this Agreement as the “Parties” or individually as the “Party”

BACKGROUND

- (A) The Parties have each requested the other to make available confidential information concerning the other for the purposes of evaluating [Company name] becoming a Fleet Operator Recognition Scheme (FORS) certification body which would mean that it would be approved by FORS to undertake fee earning audits on members who would then be accredited and recognised as FORS operators (the “Permitted Purpose”).
- (B) For their mutual benefit, the Parties wish to exchange such confidential information

1. CONFIDENTIAL INFORMATION

“Confidential Information” means collectively and individually all or any information of whatsoever nature, disclosed in any form, whether oral, visual, written or in electronic form (including, without limitation, any documentation, reports, calculations, processes, methodologies, manuals and membership data) relating to [Company name] and FORS operators, audit processes and commercial data together with all records or copies or extracts thereof in whatever media held.

2. RECEIVING PARTY’S OBLIGATIONS

In consideration of the disclosing of Confidential Information to each other, each Party undertakes to the other Party:-

- 2.1.1 to keep the Confidential Information secret and acknowledges the proprietary nature of the Confidential Information;
- 2.1.2 to use it only for the Permitted Purpose;
- 2.1.3 not to disclose it to anyone or to make copies of it unless this Agreement expressly permits such disclosure or the prior written consent of the other Party is given.
- 2.2 The above duties of confidentiality shall not apply to information that the receiving Party can demonstrate by reasonable documentary proof:-

- 2.2.1 to have been in the public domain at the time of receipt or to subsequently entered the public domain through no fault of the receiving Party;
- 2.2.2 to have been lawfully known by the receiving Party prior to its receipt; or
- 2.2.3 to have been disclosed to the receiving Party without restriction by a third party.

3. PERMITTED DISCLOSURE

- 3.1 The receiving Party may disclose Confidential Information:
 - 3.1.1 only to such employees of the receiving Party as are strictly necessary for the Permitted Purpose; and/or
 - 3.1.2 as required by any order of any court of competent jurisdiction or any competent judicial, governmental or regularly body.
- 3.2 Prior to disclosure of any Confidential Information under Clause 3.1.2, the receiving Party shall (to the extent permitted by law) inform the disclosing Party of the complete circumstances and the details of the information to be disclosed.

4. THIRD PARTIES

- 4.1 The receiving Party shall notify anyone to whom it is authorised to disclose the Confidential Information that it is confidential and procure that they comply with this Agreement. On the request of the disclosing Party, the receiving Party shall procure that they enter into a confidentiality agreement on terms and conditions no less onerous than those contained in this Agreement.
- 4.2 Neither Party may assign this Agreement without the prior written consent of the other Party.
- 4.3 This Agreement shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

5. COPIES

- 5.1 The receiving Party shall acquire no proprietary interest in or right to the Confidential Information supplied to it by the disclosing Party.
 - 5.1.1 The receiving Party may only make such copies of Confidential Information as are expressly authorised by the disclosing Party for the Permitted Purpose and for disclosures that are not in breach of this Agreement. The receiving Party will clearly label all copies of Confidential Information as confidential.
- 5.2 If the disclosing Party so requests in writing, the receiving Party shall immediately:-
 - 5.2.1 return all Confidential Information including copies to the disclosing Party; and

- 5.2.2 destroy or permanently erase all copies made by the receiving Party and procure that anyone to whom the receiving Party has supplied copies destroys or permanently erases such copies and any further copies made by them.

6. GENERAL

- 6.1 Each Party shall indemnify and hold harmless the other Party against all loss, damage and expense (including legal expenses) whatsoever and howsoever arising out of or in connection with any breach by the first Party or its employees of this Agreement.
- 6.2 Each Party acknowledges and agrees that damages alone may not be an adequate remedy for a breach of this Agreement and that each Party shall be entitled to an order for injunctive relief in the event of any actual, threatened or anticipated breach of this Agreement by the other Party.
- 6.3 Nothing in this Agreement or its operation shall constitute an obligation on either Party to enter into any proposed joint venture, consortium or partnership or pursue any commercial arrangement with the other Party.

7. GOVERNING LAW

- 7.1 No amendments, changes or modifications to this Agreement shall be valid except if the same are agreed in writing and signed by a duly authorised representative or each of the Parties hereto.
- 7.2 This Agreement comprises the full and complete agreement of the Parties hereto with respect to the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties relating to the Confidential Information whether oral, express or implied.
- 7.3 This Agreement shall be governed by and construed in accordance with the Laws of England and Wales. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England to settle any dispute that arises out of or in connection with this Agreement.

IN WITNESS whereof the Parties have entered into this Agreement on the date stated at the beginning.

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(Signed)

Authorised signatory for and on behalf of
AECOM Limited

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(Name)

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(Position)

.....

(Signed)

.....

(Name)

.....

(Position)

Authorised signatory for and on behalf of
[Company name]