

ANNEX 9 - CONFIDENTIALITY UNDERTAKING

To: NHS England

Date:

Procurement for the provision of an antimicrobial to the NHS in England via a subscription-based payment model

Confirmation of non-disclosure of confidential information

Disclosure

In consideration of disclosure to (Insert name of Organisation) of any information concerning the Procurement (whether or not such information is contained in documents or otherwise) (the **Information**), we hereby agree to keep the Information confidential. Accordingly, we shall not, without the prior written consent of NHS England, either:

- a. communicate or otherwise make available the Information to any third party (other than to any employee or subcontractor of ours who needs to have access to the Information strictly in connection with performing obligations directly connected to the tender process, provided that we ensure that such employee or subcontractor complies with the confidentiality obligations set out in this undertaking); or
- b. use the Information for any purpose other than directly in connection with the Procurement tender process.

We may disclose the Information to the minimum extent required by:

- a. any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
- b. the rules of any listing authority or stock exchange on which our shares are listed or traded; or
- c. the laws or regulations of any country with jurisdiction over our affairs .

The obligations set out in the above paragraph shall not apply, or shall cease to apply, to such of the Information as we can show to the reasonable satisfaction of NHS England:

- a. has become public knowledge other than through disclosure by us in breach of this agreement; or
- b. was already known to us prior to disclosure by NHS England; or
- c. has been received by us from a third party who did not to our knowledge acquire it in confidence from you or from someone owing a duty of confidence to NHS England.

Return of the Information

We shall, whenever NHS England so request, return all documents and other records of the Information or any of it in any form and whether or not such document or other record was itself provided by NHS England.

Governing law and jurisdiction

This undertaking shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

We hereby acknowledge and accept the contents of this undertaking and disclosure permission

Signed

Authorised Signatory on behalf of

Date