



**EOI FORM:** PLEASE SUBMIT YOUR COMPLETED EOI FORM TO THE FOLLOWING EMAIL ADDRESS:  
[procurement@wollongong2022.com.au](mailto:procurement@wollongong2022.com.au)

Please title the email – Barrier EOI Submission – *WRITE COMPANY NAME HERE*

Schedule 1 – Provider's details
<p><u>Name of Provider:</u> .....</p> <p>[Note: If a partnership or consortium, state the names of all members, if a company list the registered names and trading names]</p> <p><u>Australian Business Number (A.B.N.):</u> .....</p> <p><u>Business Address:</u> .....</p> <p><u>Contact Address</u> (if different from above): .....</p> <p><u>Contact Person:</u> Mr/Mrs/Ms .....</p> <p>[Note: The contact person must have authority to respond to any queries the Principal may have about the Provider.]</p> <p><u>Telephone Number:</u> .....</p> <p><u>Email Address:</u> .....</p> <p><b>SIGNATURE</b></p> <p>Dated this.....day of..... 2021</p> <p><b>Signature:</b> .....</p> <p>Name of person signing: (Please print).....</p> <p>Title of person signing: .....</p> <p>The person signing warrants they have authority to complete, sign and submit this form on behalf of the Provider.</p>

enquiries@wollongong2022.com.au  
ABN 15 629 044 677  
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<u>Response</u>		
Please provide a brief overview of your company and its suitability to fulfil the procurement requirements.		
Please supply a relevant case study to support your EOI.		

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**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made (insert date) 2021

**BETWEEN:**

**Wollongong 2022** Limited whose principal place of business is situated at Level 12, 459 Little Collins Street Melbourne, VIC, 3000.

and

(insert business name) whose principle place of business is (insert address)

**AGREED TERMS:**

1. Each of the parties agrees to disclose certain information to the other in connection with the 2022 UCI Road World Championships - Wollongong ("**Purpose**"). For the purposes of this agreement, the "**Disclosing Party**" shall mean the party which discloses its Confidential Information (as defined below) to the other party, the "**Receiving Party**".
2. For the purposes of this agreement, "**Confidential Information**" means any and all information and materials, in whatever form, whether tangible or intangible, including any copies, and whether disclosed before or after this agreement, which is now or at any time after the date of this agreement owned or controlled by the Disclosing Party, including all summary reports and analyses made by either party or their respective advisors which contain or reflect such information notwithstanding the information is owned by or is confidential to a third party, whether technical, commercial, financial or otherwise, relating to the Disclosing Party and/or its products, business or marketing activities, and from the circumstances in which it is made available to the Receiving Party, the information ought to be treated as confidential.
3. In consideration of the mutual exchange of Confidential Information each Receiving Party agrees:
  - (a) to hold the Confidential Information in confidence;
  - (b) not to disclose, publish or communicate the Confidential Information to any third party;
  - (c) to use the Confidential Information wholly and exclusively in relation to the Purpose and not to use any part of the Confidential Information for any other purpose (including any competitive or commercial purpose) whatsoever;
  - (d) to abide by the other terms set out in this agreement;
  - (e) to ensure that each person to whom disclosure of Confidential Information is made is fully aware in advance of your obligations under this agreement;
  - (f) upon written demand from the Disclosing Party either to return the Confidential Information and any copies of it or to confirm to such party in writing that, save as required by law or regulation, it has been destroyed. The Receiving Party shall not be required to return reports, notes or other material prepared by it which incorporate Confidential Information ("**Secondary Information**") provided that the Secondary Information is kept confidential;

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- (g) to keep confidential and not reveal to any person, firm or company that discussions or negotiations are taking place or have taken place between the parties in connection with the proposed transaction;
  - (h) to treat and safeguard as private and confidential all the Confidential Information, and ensure proper and secure storage of the same. All Confidential Information should be clearly marked by the Receiving Party as belonging to the Disclosing Party;
  - (i) to make copies of the Confidential Information only to the extent strictly necessary for the Purpose and not to copy or store Confidential Information electronically or transmit it outside the Receiving Party's usual place of business. All Confidential Information copied by the Receiving Party should be clearly marked by the Receiving Party as belonging to the Disclosing Party; and
  - (j) not at any time use the Confidential Information to solicit or entice away or to endeavour to solicit or entice away any suppliers to, customers, directors or employees of the Disclosing Party, either to join the Receiving Party or for any other purpose.
4. The Receiving Party may disclose the Confidential Information to:
- (a) those of its directors, officers, and employees who need to know the same on the basis that the Receiving Party will inform each of them of the confidential nature of the Confidential Information and of the Receiving Party's obligations under this agreement and that such directors, officers, and employees agree to keep the same confidential on the terms of this agreement;
  - (b) to professional advisers or consultants engaged to advise in connection with the Purpose;
  - (c) in accordance with the written authorisation of the Disclosing Party; or
  - (d) as required by law, including by a court of competent jurisdiction or government body or regulatory authority, provided however, that in the event of a proposed disclosure pursuant to this clause 4(d), the parties shall co-operate in good faith regarding the timing and the content of any such disclosure.
5. The restrictions on use or disclosure of the Confidential Information will not apply to:
- (a) any information which is in the public domain (provided that this has not happened because of a breach of this agreement or any other duty of confidentiality);
  - (b) any information which the Receiving Party can clearly demonstrate was already possessed prior to disclosure by the Disclosing Party and where the Receiving Party was at the time of such disclosure free to disclose that information to others;
  - (c) any information which can be clearly demonstrated to be independently originated by the Receiving Party or acquired by the Receiving Party from a third party in circumstances in which such party is free to disclose it to others; or
  - (d) any information which is trivial or obvious.
6. Nothing in this Agreement shall be construed as granting to or conferring upon the Receiving Party any right, title or interest in or to the Confidential Information or to give any licence to use, sell, copy or further develop such Confidential Information. The Receiving Party agrees that all

documents and other materials containing the Confidential Information or portions thereof and copies of the same shall at all times be and remain the property of the Disclosing Party.

7. The Disclosing Party shall retain all intellectual property rights in the Confidential Information at all times and for all purposes including the copyright in any materials produced by the Receiving Party relating to the Confidential Information.
8. The parties also agree that the delivery of Confidential Information to them does not of itself constitute any representation or warranty, express or implied as to the accuracy and completeness of that information or that either of them owns intellectual property rights in it and they each acknowledge that they are making their own evaluation of such information for this purpose.
9. This agreement may be terminated by either party upon not less than 14 (fourteen) days' prior written notice to the other provided, however, that no such termination shall affect the obligations of the Receiving Party with respect of the Confidential Information received from the Disclosing Party prior to the date of termination.
10. The parties hereby undertake to indemnify each other and keep the other at all times indemnified against any loss or damage arising from the unauthorised disclosure of Confidential Information and from all actions, proceedings, claims, demands, costs (including, without prejudice to the generality of this provision, reasonable legal costs, awards and damages howsoever arising, directly or indirectly as a result of any breach or non-performance by either party of any of their undertakings or obligations under this agreement.
11. The rights and obligations of the parties under this agreement may not be assigned or otherwise transferred without obtaining the prior written consent of the other party.
12. The obligations in this agreement shall continue to apply to the parties for a period of 3 years after termination of this agreement.
13. This agreement contains the entire agreement between the parties as to the subject matter hereof and supersedes any previous or contemporaneous undertakings, commitments or agreements, either oral or written, as to its subject matter. It may be modified only by agreement in writing executed by both parties.
14. The parties agree that this agreement shall be governed and construed in accordance with the laws of Australia, and the parties shall submit to the exclusive jurisdiction of the Australian courts.

This agreement has been entered into on the date first written above

**SIGNED** by  
for and on behalf of  
**Wollongong 2022 Limited**

**Name: Stu Taggart**

**Signed:**

**SIGNED** by  
for and on behalf of  
**(insert business name)**

**Name:**

**Signed:**

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