Mutual Non-Disclosure Agreement

**Date:** [Insert Date]

(1) Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS (**OS**); and

(2) [Insert Company Name],
Company Registration Number (if applicable): [Insert number, or mark N/A]
Registered address or principal place of business: [Insert Full Address].

**Background and Purpose**

The parties wish to enter into discussions and/or correspondence relating to Data Architecture Development & Implementation (the **Purpose**).

The parties intend to disclose Confidential Information (as defined overleaf) to each other in connection with the Purpose.

In consideration of the benefits to the parties of the disclosure of Confidential Information and the mutual value to the parties of working towards the Purpose, the parties have agreed to comply with the terms and conditions set out overleaf.

**Signing**

|  |  |
| --- | --- |
| Signed for and on behalf of **Ordnance Survey Limited** | Signed for and on behalf of **[Name of other party]** |
| **Signature** |   | **Signature** |   |
| **Name** |   | **Name** |   |
| **Title** |   | **Title** |   |
| **Date** |   | **Date** |   |

Definitions

**Confidential Information** means all information (however recorded, preserved or disclosed) relating to the Purpose (including the fact that discussions are taking place and the status of those discussions), and/or to the business of either party and which has been identified as proprietary or confidential, or would be regarded as such by a reasonable business person.

**Authorised Personnel** means any current employee, director, contractor or professional advisor of the Receiving Party; and any current employee, director, contractor or professional advisor of the Receiving Party’s ‘holding company’ or ‘subsidiary’ (as the same are defined in section 1159 of the *Companies Act 2006*) or of any other company within the Receiving Party’s ‘group’ (as group is defined in section 1261 of the *Companies Act 2006*).

**Disclosing Party** means the party disclosing the Confidential Information.

**Receiving Party** means the party receiving the Confidential Information.

Obligations of Confidentiality

The Receiving Party shall keep the Disclosing Party’s Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall use it only for and in connection with the Purpose and otherwise in accordance with Clauses 2 and 3 of this agreement.

The Receiving Party shall not copy or otherwise record the Disclosing Party’s Confidential Information except as strictly necessary for the Purpose and any such copies and records shall be the property of the Disclosing Party.

Where the Receiving Party becomes aware of any unauthorised use, copying, disclosure or loss of the Disclosing Party’s Confidential Information, the Receiving Party shall notify the Disclosing Party without delay and provide all reasonable assistance to the Disclosing Party to stop such unauthorised use, copying, disclosure and/or loss.

When the Purpose has been completed, or at any time on the written request of the Disclosing Party:

the Receiving Party shall, subject to clause 2.4.2, destroy (or at the option of the Disclosing Party, return) all the Confidential Information of the Disclosing Party and all materials embodying any such Confidential Information;

where the Disclosing Party’s Confidential Information is in an electronic form and has been placed in an archive or back up system and it is difficult or impossible reliably to destroy or return it, the Receiving Party may keep such Confidential Information for as long as such archive or back up is required, provided that the Confidential Information is not used for any purpose whatsoever and the Receiving Party continues to comply with the obligations set out in this Clause 2 and Clause 3.2.

Permitted Disclosure

The Receiving Party may disclose the Disclosing Party’s Confidential Information to Authorised Personnel on a strictly need to know basis and provided that:

such Authorised Personnel know of the confidential nature of the information and that they owe a duty of confidence to the Disclosing Party, before any disclosure;

such Authorised Personnel are subject to written confidentiality obligations equivalent to those set out in this agreement; and

the Receiving Party remains responsible at all times for the Authorised Personnel’s compliance with the obligations set out in this agreement and remains liable for any breach of such obligations

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is required by law, or by any governmental or other regulatory authority, or by any court of competent jurisdiction provided that:

to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible;

where notice of disclosure is not prohibited and is given in accordance with this Clause 3.2, it takes into account the reasonable requests of the other party in relation to the content of the disclosure;

it takes into account the exemptions from disclosure available under the *Freedom of Information Act 2000* and/or the *Environmental Information Regulations 2004*.

The obligations of confidentiality set out in this agreement shall not apply to information which the Receiving Party can demonstrate:

was lawfully in its possession before the Confidential Information was disclosed to it by the Disclosing Party;

was, or is, lawfully received from an independent third party without any obligation of confidentiality;

was, or is, independently developed by the Receiving Party without access or use of the Disclosing Party’s Confidential Information; and/or

was, is, or becomes generally available to the public through no fault of the Receiving Party.

General

All Confidential Information shall remain the property of the Disclosing Party and no rights (including but without limitation any intellectual property rights) are granted to the other party, and no obligations are imposed on the Disclosing Party, other than those expressly set out in this agreement.

Any delay or failure by a party to exercise any right or remedy provided under this agreement, or by law, shall not constitute a waiver of that, or any other, right or remedy, nor shall it preclude or restrict any further exercise of that, or any other, right or remedy.

OS is entitled to assign or otherwise transfer its rights or obligations under this agreement to any government body or nominated sub-contractor, or in the event of a transfer of all or any of its activities or functions to any of the entities to which its activities or functions have been transferred.

A person who is not a party to this agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any of its terms.

This agreement shall come into effect on the date of signature, or the date on which any Confidential Information is first disclosed by one party to the other, whichever date is earlier.

Either Party may terminate this agreement by written notice to the other Party. Notwithstanding any expiration or termination of this Agreement, the Receiving Party’s obligations with respect to the Confidential Information shall continue for a period of three (3) years from the date of disclosure. Termination of this agreement shall not affect any accrued rights or remedies to which either party is entitled.

Each party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages are an insufficient remedy and therefore that upon any breach of this Agreement, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to any other remedies that it may have by law.

All Confidential Information is provided ‘as is’.

This agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this agreement.