



Dated: [xxxxxxxx] 2017

Non Disclosure Agreement

Between

South Tees Site Company Limited (1)

and

[xxxxxxxxxxxxxxxxxxxxxxxx] (2)

THIS AGREEMENT is dated [xxxxxxxxxxxxxxxx] 2017

BETWEEN

1. The South Tees Site Company Limited ("STSC") 1 Victoria Street, London, SW1H 0ET
2. [xxx include full name and details of Recipient here, including postal address xxxxxxxx] (the "Recipient").

BACKGROUND

1. STSC has been incorporated to develop and deliver the future vision and strategy for the 4,300 acres South Tees area whilst also heading up operations to ensure the on-going safety and security of the SSI site. As part of this work, STSC has been provided with information from a number of sources, including SSI, the Official Receiver, other commercial operators, central Government Departments, and these various bodies' consultants, contractors, sub-contractors and professional advisors. In addition, it is also expected that STSC will develop its own information about the SSI site.
2. STSC wishes the information disclosed to the Recipient to be protected, and wishes to ensure that the Recipient maintains the confidentiality of all Confidential Information (as defined below).
3. In consideration of the benefits to each of the parties respectively disclosing and receiving the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of the Confidential Information.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply to this agreement:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business;

"Confidential Information" means all confidential information (however recorded or preserved) disclosed or made available to the Recipient, directly or indirectly, by STSC or its officers, representatives or advisers to such including but not limited to:

- (a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of

those discussions and negotiations;

(b) the existence and terms of this agreement;

(c) any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of STSC and the operations, processes, product information, know-how, designs, trade secrets or software of STSC whether or not relating to the Purpose;

(d) any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Official Receiver, SSI, or other commercial operators using the SSI site and the operations, processes, product information, know-how, designs, trade secrets or software of the Official Receiver, SSI, or other commercial operators using the SSI site whether or not relating to the Purpose;

(e) any information or analysis derived from the Confidential Information; and

but not including any information that:

(f) is or which becomes generally available to the public (other than as a result of its disclosure by the Recipient in breach of this agreement) (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or

(g) was available to the Recipient on a non-confidential basis prior to its disclosure by STSC; or

(h) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with STSC or otherwise prohibited from disclosing the information to the Recipient; or

(i) was lawfully in the possession of the Recipient before the information was disclosed to it by STSC as evidenced by written records; or

(j) the parties agree in writing is not confidential or may be disclosed; or

(k) is developed by or for the Recipient independently of the information disclosed by STSC; or

(l) is trivial, obvious or useless;

“Purpose” means the work of the STSC in relation to developing and delivering the future vision and strategy for the 5,000 acres South Tees area, whilst heading up operations to ensure the on-going safety and security of the SSI site.

“SSI” means Sahavirya Steel Industries UK Limited (in Liquidation)

“Official Receiver” means Kenneth Beasley as Official Receiver and Liquidator for SSI (in Liquidation).

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.6 References to clauses are to the clauses of this agreement.

2. OBLIGATIONS OF THE RECIPIENT

2.1 In return for STSC making Confidential Information available to the Recipient, the Recipient undertakes to STSC that it shall:

(a) keep the Confidential Information secret and confidential;

(b) not use or exploit the Confidential Information in any way except for the Purpose;

- (c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement; and
- (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser.
- (e) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person except with the clear prior written permission of STSC.

2.2 The Recipient may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by Parliament, a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives STSC as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 2.2, it takes into account the reasonable requests of STSC in relation to the content of such disclosure.

2.3 And for the purposes of paragraph 2.2 above it is specifically noted that, to the extent that the Recipient is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations (SI 2004/3391) ("EIR"), the decision to disclose (or not to disclose) information in response to a request under the FOIA or the EIR is for each Recipient to determine in accordance with its legal duties.

3. RETURN OF CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS

3.1 At the request of STSC the Recipient shall promptly:

- (a) destroy or return to STSC all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information;
- (b) recall and erase all the Confidential Information from [xxx its / his / her xxx] computer systems to the extent possible; and
- (c) certify in writing to STSC that [xxx he / she / it xxx] has complied with the requirements of this clause, provided that the Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent

reasonable to permit the Recipient to keep evidence that [xxx he / she / it xxx] has performed his obligations under this agreement.

- 3.2 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority or by any court or other authority of competent jurisdiction.

4. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

- 4.1 STSC reserves all rights in its Confidential Information. No rights in respect of the Confidential Information are granted to the Recipient and no obligations are imposed on STSC other than those expressly stated in this agreement. In particular, nothing in this agreement shall be construed or implied as obliging STSC to disclose any specific type of information under this agreement, whether Confidential Information or not.
- 4.2 Except as expressly stated in this agreement and in any documents issued by STSC in connection with the Purpose, STSC does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.
- 4.3 The disclosure of Confidential Information shall not itself form any offer by, or representation or warranty to enter into any further agreement in relation to the Purpose or the development or supply of any product or service to which the Confidential Information relates.
- 4.4 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, STSC shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement by the Recipient.

5. INDEMNITY

- 5.1 The Recipient shall indemnify and keep fully indemnified STSC at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by STSC arising from any breach of this agreement by the Recipient.

6. TERM AND TERMINATION

- 6.3 The obligations of the Recipient created by this agreement shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for a period of three years from date of this agreement.
- 6.3 Termination of this agreement shall not affect any accrued rights or remedies to which STSC is entitled.

7. ENTIRE AGREEMENT AND VARIATION

- 7.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 7.2 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

8. NO WAIVER

- 8.1 Failure by STSC to exercise, or any delay in exercising, 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.
- 8.2 No single or partial exercise by STSC of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

9. ASSIGNMENT

- 9.1 Except as otherwise provided in this agreement, neither party may assign, sub-contract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it.

10. NOTICES

- 10.1 Any notice required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to the party required to receive the notice at its address as set out below:

The South Tees Site Company Limited at registered address: 1 Victoria Street, London, SW1 0ET

All correspondence should be addressed to: Chief Executive Officer, South Tees Site Company, Teesside Management Offices, Redcar TS10 5QW

Recipient here

or as otherwise specified by the relevant party by notice in writing to the other party.

- 10.2 Any notice shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
 - (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 10.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

11. NO PARTNERSHIP

- 11.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

12. THIRD PARTY RIGHTS

- 12.1 This agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

13. GOVERNING LAW AND JURISDICTION

13.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

IN WITNESS whereof the duly authorised representatives of STSC and the Recipient have signed this agreement the day and year first above written

.....
(signed)
For and on behalf of STSC

.....
(signed)
for and on behalf of the Recipient