Appendix 2 to Schedule 2.3
Contract 701478374

PROJECT SOCIETAS CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made on the [ ] day of [ ] 20 [ ] between:

A) THE SECRETARY OF STATE FOR DEFENCE ("the Authority"); and

B) [Insert name] of [insert address] ("the RECIPIENT")

WHEREAS:

The RECIPIENT has been engaged indirectly by the Authority to provide services to the Authority and, as a result of which, the RECIPIENT may receive or have access to certain Confidential Information (as defined below). The Authority wishes to protect such information in the manner set out in this Confidentiality Agreement.

In consideration of the mutual promises contained herein, **IT IS HEREBY AGREED AS FOLLOWS:-**

1. DEFINITIONS

1.1. The following definitions and rules of interpretation in this clause apply in this agreement:

"**Confidential Information**" means any information, however it is conveyed, made available to or received (directly or indirectly) by the RECIPIENT while engaged in providing services to the Authority that relates to the business, affairs, developments, trade secrets, know-how, Intellectual Property Rights, personnel or suppliers of the Authority including by not limited to:

(a) any information specifically designated by the Authority as confidential (whether or not it is marked as "confidential");

(b) any information supplied to the Authority by any third party in relation to which a duty of confidentiality is owed or arises; and

(c) any other information which ought reasonably to be considered confidential together with all information or analysis derived from the above;

"**Party**" means either party to this Confidentiality Agreement as specified in A), and B) above;

1.2 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.

2. RECIPIENT OBLIGATIONS

2.1. The RECIPIENT shall maintain the Confidential Information in strict confidence and shall:-

2.1.1. not divulge or make available the Confidential Information to any party other than as provided for in this Confidentiality Agreement;

2.1.2. comply with the Authority's standard security policies in respect of document classification and protection;

2.1.3 not use or exploit the Confidential Information in any way except for the purposes necessary in providing the services for which they are engaged by the Authority; and

2.1.4. make no commercial use of the Confidential Information or any part thereof.

2.2. The RECIPIENT may disclose Confidential Information only to the extent required by law, by any government or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, they give the Authority as much notice of such disclosure as possible in accordance with the provisions of Clause 5.

2.3 The RECIPIENT shall promptly return all documents and materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information to the Authority at the end of the provision of the services for which it has been engaged by the Authority.

3. EXCLUSIONS

3.1. This Confidentiality Agreement shall not apply to information which:-

3.1.1. is or becomes public knowledge by being disclosed without breach of this Confidentiality Agreement; or

3.1.2. is already in the possession of the RECIPIENT without restriction in relation to disclosure before the date of its receipt with restriction from the Authority.

3.2. Notwithstanding the provisions of clause 3.1.2, where information disclosed to the RECIPIENT by the Authority without restriction is subsequently disclosed by the Authority with restriction, the RECIPIENT shall treat all such information in accordance with the provisions of this Confidentiality Agreement with effect from the date of its disclosure with restriction. In all such cases, the Parties shall use all reasonable endeavours to restore and maintain the confidentiality of that information.

4. DISCLAIMER

4.1. All rights in Confidential Information are reserved and no rights or obligations other than those expressly recited herein are granted or to be implied from this Confidentiality Agreement.

4.2. In particular, no licence or other interest is hereby granted directly or indirectly under any invention, discovery, patent, design right, copyright or other industrial property right now or in the future held, made, obtained or licensable by the Authority.

5. NOTICES

5.1. Except as otherwise expressly provided, no communication from one Party to the other shall have any validity under this Confidentiality Agreement unless made in writing by or on behalf of the relevant Party.

6. TERMINATION

6.1. This Confidentiality Agreement shall continue in force until terminated by consent of the Parties. The provisions of clauses 1, 2 and 3 shall survive any such termination.

7. NON-ASSIGNMENT

7.1. This Confidentiality Agreement is personal to the RECIPIENT and shall not be assigned or otherwise transferred in whole or in part by the RECIPIENT.

8. ENTIRE AGREEMENT

8.1. This Confidentiality Agreement constitutes the entire agreement and understanding between the Parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect.

8.2. As witnessed this Confidentiality Agreement has been executed on behalf of each Party on the date first above written.

9. RECIPIENT RIGHTS

9.1. Except where expressly provided to the contrary, this Confidentiality Agreement is not intended to be for the benefit of, and shall not be enforceable by, any person who is not named at the date of this Confidentiality Agreement as a party to it, or any person who claims rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither party can declare itself a trustee of the rights under it for the benefit of any RECIPIENT. The parties to this Confidentiality Agreement reserve the right to rescind or vary this Confidentiality Agreement without the consent of any RECIPIENT who is expressly entitled to enforce this Confidentiality Agreement.

10. GENERAL

10.1 No variation of this Confidentiality Agreement shall be effective unless it is in writing and signed by the parties.

10.2 This Confidentiality Agreement shall be interpreted and construed with English law.

For the RECIPIENT:

Signed by: _____

Date: _____

Name: _____

Title: _____

For the Authority:

Signed by: _____

Date: _____

Name: _____

Title: _____