**Non-Disclosure Agreement**

This Non-Disclosure Agreement is entered into as of the day of 2017 between;

1. **Satellite Applications Catapult Limited** incorporated and registered in England and Wales with company number 07964746 whose registered office is at Electron Building, Fermi Avenue, Harwell, Didcot, OX11 0QR and
2. [  ] incorporated and registered in England and Wales with company number [  ] whose registered office is at [  ]

herein referred to as ‘Parties’ or individually as a ‘Party’.

**Recitals;**

1. The Parties, for their mutual benefit, may have exchanged and wish further to exchange certain information of a confidential nature and wish to protect such information in the manner set out in this Agreement;
2. The Parties recognise that the unauthorised disclosure or use of this information could cause the Disclosing Party commercial harm and are therefore willing to enter into this Agreement in accordance with the provisions of confidentiality hereunder.

**IT IS HEREBY AGREED** as follows:

1. **Definitions**
	1. **‘Purpose’** shall mean any discussions and negotiations between or within the Parties concerning or in connection with the establishment of a business relationship between the Parties.
	2. ‘**Confidential Information’** shall mean any and all information (in any form or medium) disclosed by a Party (the **‘Disclosing Party’**) which relates to their business or affairs, including but not limited to models, data, know-how, inventions, formulae, software, designs, photographs, drawings, specifications, samples and any other material bearing or incorporating any information relating to the Disclosing Party’s affairs which comes into the knowledge of the other Party (the **‘Receiving Party’**) or a third party on their behalf, as a result of any visit to Disclosing Party’s premises or other communication by Disclosing Party’s staff or authorised representatives, whether before, on or after the date of this Agreement, but shall exclude any part of such disclosed information or data which;
		1. is or becomes generally available to the public by any means other than the Receiving Party’s breach of its obligation; or
		2. was known to Receiving Party prior to disclosure for the Purpose, as evidenced by dated written records; or
		3. is, at any time, disclosed to Receiving Party by any third party having the right to disclose the same; or
		4. is independently developed by Receiving Party without any direct or indirect reference to or use or knowledge of any Confidential Information disclosed by Disclosing Party pursuant to this agreement; or
		5. is required to be disclosed by law or by an order of a court of competent jurisdiction, in which case the Disclosing Party must be informed pursuant to Clause 6.

Without prejudice to clause 1.2.1 information shall not be deemed to be generally available to the public by reason only that it is known to only those few people to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate portion being available.

1. **Handling of Confidential Information**
	1. Receiving Party agrees to disclose Confidential Information only to those employees who have a reasonable need to know, and shall inform each of said employees of the confidential nature of the information and the obligations of Receiving Party in respect thereof.
	2. The Receiving Party shall;
		1. not use any of the Confidential Information other than as required for the Purpose;
		2. use the same degree of care and security measure to protect the Disclosing Party’s Confidential Information as it employs to protect its own Confidential Information and in any event no less than reasonable care to prevent unauthorised use or disclosure of the Confidential Information; and
		3. upon termination of this Agreement or at any other time on the request of the Disclosing Party shall return within 30 days, or if the Disclosing Party so dictates, destroy the Confidential Information and any copies thereof made by or in possession of or under the control of the Receiving Party and make no further use or disclosure of any of the Confidential Information. The Receiving Party may however keep one copy of the Disclosing Party’s Confidential Information in files of a senior member of the Legal Departments solely for the purpose of enabling it to comply with the provisions of this Agreement or as may be required from time to time by law.
2. **Intellectual Property**

The Parties acknowledge and agree that the intellectual property contained in the Confidential Information disclosed to it pursuant to this Agreement remains the sole property of the Disclosing Party. No right or licence or any other obligation other than expressly contained herein is granted in respect of the Confidential Information by this Agreement nor by the disclosure of any Confidential Information.

1. **Limitations and Warranties**

Neither Party makes any representation or gives any warranties in relation to the Confidential Information disclosed by them hereunder and in particular, but without limiting the foregoing, no warranty or representation express or implied is given to the Receiving Party as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement. The Disclosing Party shall have no liability whatsoever for the use of the Confidential Information by the Receiving Party.

1. **Termination**

This Agreement shall continue in force for a period of five (5) years from the date of the first disclosure by either Party to the other of Confidential Information or until expressly superseded in whole or part by a formal contract which contains appropriate conditions relating to confidentiality/ secrecy.

1. **Notices**

All notices under this Agreement shall be in writing, sent by electronic mail or first-class registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice as aforesaid, and marked for the attention of that Party’s signatory of this Agreement.

1. **Assignments**

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.

1. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

1. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

**This Agreement consists of four (4) pages inclusive.**

**AGREED** by the Parties through their authorised signatories

**SIGNED** for and on behalf of:

**SATELLITE APPLICATIONS CATAPULT LIMITED**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED** for and on behalf of:

**[COMPANY NAME]**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_