**NON-DISCLOSURE AGREEMENT**

**Date:**

**Parties:**

(1) **Northumbrian Water Limited** (Company No**. 02366703**) whose registered office is at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ ("NWL").

(2) [**insert company name**](Company No. [insert company number])whose registered office is at [insert registered office address] (“Party B”).

**WHEREAS:**

1. NWL and Party B are working together on Mission Zero, a virtual Data Hackathon event (the “Projects”).
2. In order to progress the Projects, and for discussions regarding the Projects to take place (the Projects, such discussions and all related steps and incidental steps and the formation and operation of any resulting agreement(s) and/or contract(s), being together referred to herein as the “Permitted Purpose”), NWL will disclose and make available to Party B certain confidential, technical, commercial and other information relating to NWL’s affairs, including but not limited to data relating to transport and emissions associated with NWL’s operational activities. The parties acknowledge that all such information is commercially sensitive and/or of commercial value. NWL therefore requires from Party B certain undertakings to keep confidential and protect the status of such information, as set out in this Agreement.

**NOW IT IS AGREED as follows:**

1. In this Agreement, “Confidential Information” means:
2. all confidential or proprietary technical, commercial, financial and other information and any data, analyses, calculations and studies derived therefrom in any form or medium and howsoever disclosed or made available, including, but not limited to, the specific information and data referred to in recital (B) above; and
3. the existence and terms of this Agreement.

2. Party B undertakes and agrees with NWL that it shall:-

 (a) use the Confidential Information solely for the Permitted Purpose and shall not exploit or make any direct or indirect use of any part of the Confidential Information for any other purpose; and

 (b) keep the Confidential Information secret and in strict confidence; and

 (c) not disclose the Confidential Information in whole or in part (except with the prior written consent of NWL) to any third party except to those of its officers, employees and professional advisers (“Representatives”) to whom such disclosure shall be reasonably necessary for the Permitted Purpose; and

 (d) ensure that each person to whom a disclosure is made is aware of the provisions of this Agreement and is subject to an obligation of confidence in favour of the discloser as if he or she were a party to it; and

 (e) not knowingly suffer or permit anything whereby the property (including without limiting the foregoing the intellectual property) in any material delivered hereunder comprising or containing Confidential Information and in any Confidential Information itself passes from NWL.

3 To secure the confidentiality attaching to the Confidential Information, Party B shall also:-

 (a) keep secure and separate from its own materials all Confidential Information and all information which it generates based on Confidential Information; and

 (b) keep all documents and any other material bearing, incorporating or comprising any of the Confidential Information at its usual place of business; and

 (c) not use, reproduce, transform, or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and

 (d) allow access to the Confidential Information only to those of its Representatives who have reasonable need to see and use it for the Permitted Purpose and shall inform each of said Representatives of the confidential nature of the Confidential Information and of the obligations on the recipient in respect of it prior to allowing such access; and

 (e) copy the Confidential Information only to the extent that is strictly required for the Permitted Purpose; and

 (f) on request, made at any time, of NWL deliver to NWL all documents and other material in the possession custody or control of Party B that bear, incorporate or comprise any part of the Confidential Information.

4. The provisions of this Agreement do not apply to any Confidential Information:-

 (a) which at the date of disclosure can be shown to be public knowledge already; or

 (b) which subsequently becomes public knowledge through no fault of Party B; or

 (c) which is already lawfully in the possession of Party B and was received from a third party who was not bound by obligations of confidence in respect thereof; or

 (d) to the extent to which Party B is required to disclose the same by the regulations of any recognised Stock Exchange, or any Government agency lawfully requesting disclosure, or by any Court of competent jurisdiction acting in pursuance of its powers.

5. No warranty or representation is made as to the accuracy or completeness of Confidential Information disclosed by NWL or which is disclosed on its behalf.

6. The parties acknowledge that the obligations created by and undertakings given in this Agreement are created and given for good and valuable consideration.

7. If there is any inconsistency between any of the provisions of this Agreement and the provisions of any previous agreement or contract made between NWL and Party B in respect of the Projects (including, but not limited to Party B’s standard terms and conditions of membership), the provisions of this Agreement shall prevail.

8. This Agreement shall continue in full force and effect until it is terminated by either party at any time by that party providing written notice to the other party to terminate immediately. Notwithstanding termination of this Agreement, each party will maintain in confidence the other party’s information until the Confidential Information can no longer be deemed confidential, as defined in this Agreement, or agreed in writing between the parties.

9. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. 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 similar format) shall take effect as delivery of an executed counterpart of this Agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11. This Agreement shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

**AS WITNESS** the hand of a duly authorised representative of the parties on the date set out at the head of this Agreement.

**Signed** by ………………………………...........(Print Name)

duly authorised for and on behalf of

**Northumbrian Water Limited**

 ……………….................................. (Signature)

**Signed** by ……………………………….......... (Print Name)

Director, duly authorised for and on behalf of

**[insert company name]**

 ……………….................................. (Signature)