



**THIS AGREEMENT** is made

**BETWEEN:**

- (1) **Civil Aviation Authority** of 11 Westferry Circus, London, E14 4HD (the “CAA”) and
- (2) [•] a company incorporated in [•] under [•] number [•] and whose registered office is at [•] (‘the Company’) (‘the Company’)

together “the Parties”.

## **RECITALS**

- (1) In order to allow the Parties to undertake a project to enable [•].
- (2) The Parties wish to regulate how such Confidential Information is to be treated whilst in the possession or control of the CAA so as to protect the proper interests of the Company.

**NOW IT IS AGREED as follows:-**

### **1. Effective date**

- 1.1 This Agreement takes effect from [•] (‘Effective Date’).

### **2. Definitions**

In this Agreement the following words are to have the following meanings:-

#### **2.1 ‘Confidential Information’ means:**

- 2.1.1 all information of whatever kind or nature which is marked as confidential or has the necessary quality of confidence, whether imparted orally (including any note or record of the disclosure), in writing or electronically, including in respect of but not limited to the Company’s activities, affairs, financial results, analysis, details of any trials, demonstrations and operations which the company

proposes to undertake as part of their participation in the Sandbox, disclosed by one Party to the other Party ('receiving party'), on or after the Effective Date.

2.2 'Permitted Purpose' means:

1.2.1 any purpose related to the Company's participation in the Regulatory Sandbox as set out in a Memorandum of Understanding annexed hereto;

1.2.2 maintaining aviation safety;

1.2.3 carrying out the CAA's public functions; and

1.2.3 the development of related regulations or public guidance.

**3. Obligations of the receiving party**

The receiving party undertakes to:

3.1 subject to clause 3.4, receive and keep the Confidential Information secret and confidential at all times and not disclose such Confidential Information to any third party;

3.2 take all necessary precautions to ensure that such undertaking is enforced and is enforceable and take such action as to ensure that patentability is not destroyed through making information available to the public, for instance by written or oral description;

3.3 use the Confidential Information in whole or in part only for the Permitted Purpose;

3.4 only disclose the Confidential Information internally within the CAA or under binding obligations of confidence to those subsidiaries, sub-contractors, seconded staff, agents, consultants, collaborators, affiliated companies or other regulatory bodies wholly necessarily and exclusively for the purposes of the Permitted Purpose whose identity the CAA shall provide to the Company at its request, and on the conditions that they shall have:

3.4.1 entered into legally binding confidentiality obligations to the CAA on terms equivalent to those set out in this Agreement (and such obligations extend to the Confidential Information);

- 3.4.2 been informed of the CAA's interest in the Confidential Information and the terms of this Agreement; and
- 3.4.3 been instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of this Agreement.
- 3.5 be responsible for ensuring that such persons identified pursuant to Clause 3.4 comply with the provisions of this Agreement.
- 3.6 not without the Company's prior written consent make any commercial use of or make any commercial gain from the Confidential Information, except to achieve the Permitted Purpose, or seek to obtain any protection of the intellectual property contained in the Confidential Information.

**4. Limitation of the obligations of the receiving party**

- 4.1 Clause 2 shall not apply to Confidential Information which:
  - 4.1.1 was known to the receiving party prior to its communication by or through the other Party (as evidenced by the receiving party's records); or
  - 4.1.2 is or becomes in the public domain except by any default or fault of the receiving party or any person acquiring it from the receiving party; or
  - 4.1.3 becomes known to the receiving party by the action of another person not in breach of any obligation of confidentiality owed to the other Party; or
  - 4.1.4 is required to be disclosed by the receiving party by applicable law or regulation, provided that the receiving party agrees, where not otherwise prevented from doing so by law or regulation, to notify the other Party in writing as soon as possible upon becoming aware of any such requirement and agrees to consult with the other Party as to the timing and manner of such disclosure.
- 4.2 Clause 3 shall not apply to information which is created by the CAA or jointly with the Company as a result of any insights, lessons or analysis of any trial results, data or information resulting from the Company's involvement in the Regulatory Sandbox ("Regulatory Sandbox Material"). This is to enable the CAA to share and publish information that is relevant or of value to other parties operating in the aviation sector. The CAA will share any such Regulatory Sandbox Material with the Company for

review and comment prior to publication and the CAA shall remove any Company Confidential Information prior to such publication.

## **5. Limitation of transferred rights**

5.1 The CAA acknowledges and agrees that the property and copyright in Confidential Information disclosed to it by the Company, including any documents, files and any other items containing any Confidential Information, belong to the Company.

5.2 This Agreement is neither to prejudice nor limit the rights of the Company in respect of any intellectual property rights in the Confidential Information.

5.3 Except as provided for in this Agreement the Company may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the CAA, which is not to be unreasonably withheld.

5.4 This Agreement is not to be construed to:

5.4.1 grant the CAA any licence or rights other than as expressly set out in this Agreement in respect of the Confidential Information; nor

5.4.2 require the Company to disclose any Confidential Information to the CAA.

## **6. General**

6.1 It is acknowledged and agreed that:

(a) Any breach of this Agreement could cause injury to the Company and damages may not be an adequate remedy. In the event of a breach or threatened breach by the CAA, the Company shall be entitled to seek injunctive relief in any court of competent jurisdiction. Nothing contained in this Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to them for a breach or threatened breach.

(b) Each provision of this Agreement (including each undertaking and each part of it) shall be construed separately and independently from each other provision, and if any such provision or undertaking shall prove to be unenforceable or illegal the remaining provisions and undertaking shall continue in full force and effect.

- (c) The obligations contained in this Agreement are continuing for a period of 4 years from the date of this Agreement, save for those obligations relating to Confidential Information which shall remain in place for five years after the expiration of this Agreement.

## **7. Notices**

All notices required to be served pursuant to this Agreement are to be made in writing and served by first class post to the address at the head of this Agreement. Service will be deemed to have been made 2 days after posting.

## **8. Law and disputes**

The validity, construction and performance of this Agreement are to be governed by English law. Any dispute arising under or in connection with this Agreement is to be subject to the exclusive jurisdiction of the English courts to which the Parties to this Agreement submit.

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Memorandum of Understanding between the Parties, and/or the Terms and Conditions of Participation respectively the provisions of this Agreement shall prevail.

## **9. Third parties**

This Agreement does not create any right enforceable by any person who is not a party to it ("Third Party") under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

## **10. Entire Agreement**

This Agreement includes the entire understanding of the Parties with respect to safeguarding of the Confidential Information; and supersedes and cancels all prior communications, agreements, statements and representations written or oral with respect thereof unless otherwise agreed in writing and signed by both Parties.

AGREED by the Parties through their authorised signatories: -

For and on behalf of:

For and on behalf of:

Civil Aviation Authority

[•]

Signature:

Signature:

Print Name: Tim Johnson

Print Name:

Job Title: Policy Director

Job Title:

Date:

Date: