

**CONFIDENTIALITY AGREEMENT**

between

**NATIONAL GRID GAS PLC**

And

[ ]

Relating to

**Sustainable Gas Connections**

**nationalgrid**

**NG Legal  
National Grid House  
Warwick Technology Park  
Gallows Hill  
Warwick CV34 6DA  
T: 01926 654610  
F: 01926 655630**

**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) **National Grid Gas plc** (Registered No. 2006000) whose registered office is situated at: 1 – 3 The Strand, London, WC2N 5EH (“National Grid”); and
- (2) [ ] (Registered No. [ ]) whose registered office is situated at [ ] “The Company”

**WHEREAS:-**

- A The Company wishes to assess the feasibility of constructing and, if thought feasible, to construct gas pipeline connections to supply gas consuming plants at [address] detailed in schedule 1 with a view to transferring the ownership of such pipelines to National Grid, in accordance with National Grid’s engineering and safety standards for the proposed project detailed in Schedule 1 (“the Project”).
- B The parties have agreed to disclose certain Confidential Information to each other for the purpose of the Project (“the Permitted Purpose”).

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

1. In this Agreement the following term shall have the following meaning:

**"Confidential Information"** shall mean all data, reports, oral discussions, and any information in any documents, computer disc, tape recording or other media of any kind which relates to the Project and which is disclosed to or obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"), or a third party acting on the Disclosing Party's behalf, other than information which is at the date of this Agreement in or which subsequently enters the public domain otherwise than as a result of a breach of this Agreement, and without prejudice to the generality of the foregoing definition shall include but not be limited to:-

- (i) any information relating to the Disclosing Party's operations, processes, plans, intentions, product information, know-how, designs, trade secrets, market opportunities, customers and business affairs; and
- (ii) any information ascertainable by the inspection or analysis of samples, data, documents, drawings, films and computer readable media;

but shall exclude information which:-

- (a) comes into the public domain without breach of this Agreement by the Receiving Party; or
- (b) was in the Receiving Party's possession or known by the Receiving Party or being recorded in the Receiving Party's files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or
- (c) the Receiving Party obtains or has available the Confidential Information from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the Disclosing Party; or
- (d) is hereafter disclosed by the Disclosing Party to a third party without restriction on disclosure or use; or
- (e) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

The foregoing exceptions shall not however apply to:

- a) specific information merely because it is embraced by more general information which falls within any one or more of such exceptions; and
- b) any combination of features merely because individual features (but not the combination itself) fall within any one or more of such exceptions.

2. In consideration of the mutual exchange and disclosure of the Confidential Information, a Receiving Party undertakes in relation to a Disclosing Party's Confidential Information:-

- 2.1 to keep the Confidential Information strictly confidential and to not, unless otherwise agreed in writing beforehand by the Disclosing Party, divulge or disclose it to any person other than those persons who need to know the same for the fulfillment of the Permitted Purpose; and
- 2.2 to ensure that those persons to whom the Confidential Information is disclosed in accordance with clause 2.1 are made fully aware of the provisions of this Agreement, and to take steps to ensure such persons are bound by similar obligations of confidentiality with regard to the Confidential Information; and

- 2.3 to take all such reasonable steps as may be required to ensure compliance with this Agreement and with all obligations of confidentiality owed to the Disclosing Party in respect of the Confidential Information; and
- 2.4 to use all reasonable endeavors to protect and safeguard any document or other media containing Confidential Information from loss, theft and destruction, taking no less than the equivalent measures which the Receiving Party takes in respect of its own Confidential Information but in any event using reasonable measures and precautions to protect and safeguard the Confidential Information; and
3. The obligations of confidentiality contained within this Agreement shall survive and continue until the Confidential Information falls into the public domain or until the Receiving Party is authorised by the Disclosing Party in writing to disclose the Confidential Information to a third party. The Confidential Information shall not be deemed to have fallen within the public domain if it does so by virtue of a breach of the provisions of this Agreement.
4. Each party reserves all rights in the Confidential Information and no rights or obligations other than those expressly recited herein are granted by or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property owned by or licensed to either party.
5. At the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party or destroy (at the Disclosing Party's option) any document or other media containing the Confidential Information which is the subject of such request and shall certify any such destruction to the Disclosing Party.
6. The Receiving Party may disclose the Confidential Information to the extent required by law or by any governmental or regulatory authority having competent jurisdiction provided that the Disclosing Party is given as much prior notice of such disclosure as is practicable.
7. Neither party makes any representation or warranty as to the accuracy or the completeness of any Confidential Information.
8. The Disclosing Party shall have no liability whatsoever in contract, tort or otherwise resulting from the use in accordance with the terms of this Agreement of any Confidential Information by the Receiving Party.
9. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the English Courts.

**IN WITNESS** whereof the duly authorised representatives of the parties have executed this Agreement the day and first year before written.

Signed for and on behalf of  
**National Grid Gas plc**

Signed for and on behalf of  
**[company name]**

Signature: .....

Signature: .....

Name: .....

Name: .....

Title: .....

Title: .....

**Witness:**

Signature: .....

Signature: .....

Name: .....

Name: .....

Title: .....

Title: .....

## **SCHEDULE 1**

### **The Project**

**Project Name:**

**[address]**

Without prejudice to the generality of the foregoing definition of Confidential Information, the following information shall be covered by the terms of this Agreement:-

- (i) all National Grid Engineering Standards and Instructions and Departmental Standards;
- (ii) National Grid guidance notes for the design and construction of above 7 bar pipelines and systems;
- (iii) National Grid guidance notes on the requirements for the audit milestones as part of the Taking Ownership process. All information relating to the Taking Ownership process;
- (iv) all information submitted by the Company as part of an audit submission.