



**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);