

## **MUTUAL CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is made on this 15<sup>th</sup> day of February 2023

**BETWEEN**

1. **Mainline Utilities Group Ltd. (and its Subsidiaries)** a company incorporated under the laws of the Republic of Ireland, whose registered office is at Mainline Place, Sarsfield Road, Wilton, Cork, Ireland, and whose company number is 410030 ("MUGL") and;
2. **Anita Kealy, Lecturer in Computing at South East Technological University, with its principal place of business at SETU Waterford, Cork Road, Waterford City, Co. Waterford, Ireland**

Collectively known as ("the Parties")

### **WHEREAS**

- (a) *MUGL and Anita Kealy wish to discuss certain matters and divulge certain information relating to one or both parties business matters for the purpose of the project report in the course of Higher Diploma in Science in Computer Science (hereinafter the "Business Purpose").*
- (b) *The information to be disclosed by the Parties may be confidential to the Party making the disclosure and this confidentiality agreement sets out the restrictions, rights and obligations of the Parties with regard to such confidential information.*

*In consideration of the mutual promises, obligations and benefits herein the Parties agree to the following terms:*

### **1. DEFINITIONS AND INTERPRETATION**

*In this agreement the following words and expressions have the meanings ascribed to them below:*

*"Business Purpose" has the meaning given to it in recital (a) above;*

*"Confidential Information" means and includes all information disclosed by a Disclosing Party pursuant to this confidentiality agreement including but not limited to commercial, financial, technical, trade secrets, industrial secrets, business plans, product development plans, software source code, software architecture, product specifications, pricing information, research data, product evaluation, testing analysis and results, customer information in whatever form, together with all analyses, compilations, data, studies, reports, summaries or other information, data or documents prepared by the Receiving Party which are derived from or include in whole or part the Confidential Information of the Disclosing Party or its suppliers or customers, or the fact that such information has been made available, that discussions concerning the Business Purpose are taking place;*

*"Disclosing Party" means the party disclosing Confidential Information; and "Receiving Party" means the party receiving Confidential Information.*

## **2. DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 2.1 Neither Party is obliged to disclose its Confidential Information and each Party shall have sole discretion as to the scope, nature and extent of Confidential Information it discloses and provides to the Receiving Party as it considers necessary for the Business Purpose.*
- 2.2 A Disclosing Party shall however act in good faith and not knowingly disclose untrue, misleading or false information.*
- 2.3 The Receiving Party will not, nor will it permit its employees or contractors or affiliates or any third party who has obtained Confidential Information from the Receiving Party, disclose Confidential Information to any third party including but not limited to individuals or other entities or authority or public body or firm or corporation or association. A Party may however disclose the Confidential Information on a need-to-know basis to fulfil the Business Purpose to its parent or holding company and any associated company, professional advisers and employees, subject to the Receiving Party being liable for any breach of confidentiality by such persons or entities and that such persons or entities are in addition bound by an equivalent enforceable written duty of confidentiality. The Receiving Party shall keep a written record of third parties, employees, entities, authorities, professional advisors, agents or similar to whom disclosure has been made and make such list available to a Disclosing Party immediately upon its request.*
- 2.4 The Receiving Party agrees not to itself, nor allow any other person or entity (by way of legal proceedings or injunctive release if required by Disclosing Party) to whom it has disclosed Disclosing Parties Confidential Information, utilise, disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever use the Confidential Information other than strictly for the Business Purpose.*

## **3. STANDARD OF CARE**

- 3.1 The Receiving Party must protect the Confidential Information of the Disclosing Party and, in doing so, must use no less than the equivalent degree of care that such Party applies to its own proprietary or secret information which shall in no case be less than a reasonable standard of care for the industry concerned.*
- 3.2 The Receiving Party's internal systems must be such that Confidential Information must be stored, disclosed and handled in such a way as to prevent unauthorised disclosure.*



#### **4. RETURN OF CONFIDENTIAL INFORMATION**

*The Disclosing Party may at any time give notice in writing requiring that the whole or any particular part of the Confidential Information disclosed (including any copies thereof or reports, summaries and similar incorporating any part of the Confidential Information) are within 21 days either destroyed or returned and that the Receiving Party at the same time supply written certification of such return or destruction and that Receiving Party has not nor have the third parties to whom it has disclosed either directly or indirectly retained any Confidential Information or copies thereof.*

#### **5. EXCLUDED INFORMATION**

*5.1 The obligations of confidentiality pursuant to this Agreement do not apply to any Confidential Information that:-*

- 5.1.1 is lawfully in the possession of the Receiving Party prior to receipt from the Disclosing Party as reasonably evidenced in writing;*
- 5.1.2 is or becomes publicly known, otherwise than as a consequence of a breach of this agreement or breach of confidentiality between Receiving Party and its employees, agents or other third party;*
- 5.1.3 can be reasonably evidenced by written records that it has been developed independently by the Receiving Party without access to or use of or incorporation of the Confidential Information;*
- 5.1.4 is disclosed by the Receiving Party to satisfy a requirement of, or demand by, a competent court of law or governmental or regulatory body;*
- 5.1.5 is disclosed to a third party pursuant to a specific written authorisation from the Disclosing Party allowing full public or specific disclosure; or*
- 5.1.6 is received from a third party without breach of any other relevant confidentiality obligation.*

#### **6. NO COMMITMENT**

*Nothing in this agreement obliges either Party to enter into any agreement or transaction or arrangement or collaboration or joint venture nor does it give rights to either Party to make, enter into or agree any commitment or obligation on behalf of the other Party.*

#### **7. AMENDMENT AND ASSIGNMENT**

*No amendment to or assignment of any of the provisions of this agreement will be effective unless agreed in writing by all the Parties to this agreement.*

#### **8. NO WAIVER**

*The failure to enforce or to require the performance at any time of any one or more provisions of this agreement shall not be construed to be a waiver of such provision, and will not affect either the validity of this agreement or any part hereof or the right of any Party thereafter to enforce each and every provision in accordance with the terms of this agreement.*

## **9. ENTIRE AGREEMENT**

*This agreement contains the entire agreement of the Parties with respect to the subject matter of this agreement and save as otherwise expressly agreed in writing supersedes all prior agreements between the parties, whether written or oral, with respect to the subject matter of this agreement.*

## **10. NO TRANSFER OF TITLE, NO LICENCES OR WARRANTIES**

*11.1 Receiving Party acknowledges and agrees that all Confidential Information of the Disclosing Party is property of the Disclosing Party and the disclosure of the Confidential Information does not confer any rights to that Confidential Information on the Receiving Party.*

*11.2 No licence to the Receiving Party under any trade secrets, patents or copyrights is granted or implied by disclosure of Confidential Information to that Party.*

*11.3 Save as provided in clause 2.2 above neither Party makes any representation or warranty, express or implied, as to the accuracy or completeness of any of the Confidential Information and neither Party will be liable to the other for any loss resulting from the use or reliance on the Confidential Information.*

## **11. THIRD PARTY RIGHTS**

*A person who is not a party to this agreement may not enforce any of its terms under any legislation in any part of the world.*

## **12. TERM AND TERMINATION**

*12.1 This agreement will remain in full force and effect for a period of 3 years from its date of execution unless terminated earlier by either Party providing one month's written notice of termination to the other Party.*

*12.2 Termination does not affect a Party's accrued rights and liabilities at the date of termination and the obligations of the parties under clauses 2 through 5 which will survive termination and remain in full force and effect for a period of five (5) years from the date of termination of this Agreement.*

## **13. GOVERNING LAW**

*13.1 This Agreement shall be governed and construed under Irish law and both Parties hereby submit to the non-exclusive jurisdiction of the Irish Courts.*



EXECUTED BY the Parties.

SIGNED and agreed on behalf of **MAINLINE UTILITIES GROUP LTD**

SIGNED

  
\_\_\_\_\_

NAME

\_\_\_\_\_*Anders Ingelsten*\_\_\_\_\_

TITLE

\_\_\_\_\_*IT Manager*\_\_\_\_\_

DATE

\_\_\_\_\_*15/02/2023*\_\_\_\_\_

SIGNED and agreed on behalf of **South East Technological University**

SIGNED

\_\_\_\_\_

NAME

\_\_\_\_\_*Anita Kealy*\_\_\_\_\_

TITLE

\_\_\_\_\_*Lecturer*\_\_\_\_\_

DATE

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