



Non-Disclosure and Confidentiality Agreement

Between

Tyrrell Systems Limited (TSL) Tyrrell Products Ltd (TPL) Tyrrell Products DWC LLC (DWC)

and

Manchester Metropolitan University
Department of Computing, Mathematics and Digital Technology ("MMU")

Introduction

TSL, TPL & DWC supply and support building technology products to the industry. Some products are developed and manufactured by Tyrrell Products so are only available from us, and others we supply as complimentary products to meet your project requirements.

This document is to ensure confidentiality of products and projects exist between the two companies, their employees and any sub-contractors. This agreement assures MMU that TSL, TPL and DWC will not disclose any sensitive project related information to any other parties, whilst also assures TSL, TPL and DWC that the MMU does not disclose any trade secrets, especially relating to products supplied by TSL, TPL and DWC.

THIS AGREEMENT is entered into, effective on the date of signature between Tyrrell Systems Limited (hereinafter referred to "TSL", the discloser) having its principal office at 53 Church Street, Leigh, Lancashire, England, United Kingdom, WN71AY, a company incorporated in England with registered number 3651876

and Tyrrell Products Limited (hereinafter referred to "TPL", the discloser) having its principal office at 53 Church Street, Leigh, Lancashire, England, United Kingdom, WN71AY, a company incorporated in England with registered number 07938022

and Tyrrell Products DWC LLC (hereinafter referred to "DWC", the discloser) having its principal office at Business Centre, Dubai World Centrat, PO Box 712068, Dubai UAE. Licence Number 6671

and

Manchester Metropolitan University, Department of Computing, Mathematics and Digital Technology (Hereinafter referred to as "MMU", the receiving party), having its principal office at All Saints Building, All Saints, Manchester M15 6BH,

WHEREAS, TSL, TPL and DWC is in a business relationship with MMU to discuss each parties' solutions and business intentions.

WHEREAS, in order to facilitate such a discussion and or purposes, certain confidential and proprietary information, including without limitation designs, test products, technical, patented, financial, or business information and trade secrets, may be disclosed between the parties.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the parties agree as to the following: The term “Information”, as used in this Agreement, means all specifications, drawings, sketches, models, samples, reports, plans, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, as well as any trade secrets or other information concerning the business, products, methods, operations and services of a party.

“Proprietary Information” is defined as Information of the disclosing party, not generally available to the public, which the disclosing party desires to protect against unrestricted disclosure or competitive use.

All Information of the disclosing party disclosed to or otherwise available to the other party as a result of the discussions prior to this agreement being signed, hereunder or subsequent work with each other shall be protected hereunder as Proprietary Information of the disclosing party.

The receiving party shall use the highest degree of care and discretion to limit disclosure of such Proprietary Information including taking steps:

To restrict disclosure of Proprietary Information solely to its employees with a need to know and not disclose such Proprietary Information to any other parties;

To advise all employees and Authorised “Specialist Contractors” of receiving party with access to the Proprietary Information of the obligation for protecting the Proprietary Information as provided hereunder; and

To use the Proprietary Information provided hereunder only for purposes directly related to the Purposes described first above herein and for no other purposes.

The “Specialist Contractor” is such other person(s) belonging to an organisation, who is an advisor to or specialist contractor of the receiving party, necessary for the Purposes described first above, who the disclosing party in writing has Authorised to receive Proprietary Information of disclosing party, and who agrees in writing to the satisfaction of disclosing party to be bound by the terms hereof.

Proprietary Information may not be reproduced or copied, in part or in whole, without the prior written consent of the disclosing party. The “Specialist Contractor” is accepted and approved by the discloser by way of an appendix to this document, signed on behalf of the discloser, the receiver and the specialist contractor appointed by the receiver.

All Proprietary Information (including any reproductions and copies thereof) shall remain the property of the disclosing party and shall be returned by the receiving party to the disclosing party upon request. No disclosure of any Proprietary Information hereunder shall be construed a public disclosure of such Proprietary Information by either party for any purpose whatsoever. The obligations imposed upon either party herein shall not apply to Information whether or not designated as Proprietary Information which is disclosed pursuant to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the recipient of the order shall first have given notice to the disclosing party and made a reasonable effort to obtain a protective order requiring that the Information and/or documents so disclosed to be used only for the purposes for which the order was issued.

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Proprietary Information disclosed to the receiving party.

If the parties hereto decide to enter into any arrangement regarding any Proprietary Information developed there from, it shall only be done on the basis of a separate written agreement between them. The furnishing of Proprietary Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party.

In the event either party disclosed, disseminates or releases any Proprietary Information received from the other party or threatens to do so, except as Authorised hereunder, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the disclosing party may demand prompt return of all Proprietary Information previously provided to such party and obtain a preliminary and permanent injunction enjoining any such disclosure, dissemination or release. The provisions of this paragraph are in addition to any other legal right or remedies the party whose Proprietary Information has been disclosed, disseminated or released may have under federal or state law including without limitation, any claims for disclosing party's reasonable direct damages. The prevailing party in any dispute hereunder shall be entitled to its costs and expenses in connection with enforcement and any claim for damages for any violation of this Agreement, including its reasonable legal fees and court costs.

Proprietary Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who, to the knowledge of the Receiving Party, did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Proprietary Information.

This Agreement is intended to cover the Proprietary Information disclosed by each party both prior and subsequent to the date hereof. This Agreement shall continue until terminated by either Party, by means of being superseded by a later agreement, or by notice of termination. Either Party may terminate this Agreement upon at least thirty days' prior written notice. Notwithstanding termination each party's obligations with respect to the other party's Proprietary Information shall survive for (i) a period of three (3) years following receipt of such Proprietary Information related to the Disclosing Party's general business information and (ii) indefinitely with respect to any Proprietary Information related to the Disclosing Party's trade secrets or know-how.

Except as hereafter provided with respect to additional confidentiality agreements, this Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements and representations with regard to the subject matter hereof. This Agreement may not be modified except by a writing signed by both parties. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. In the event that an additional confidentiality agreement and/or non-disclosure agreement was or hereafter is entered into between the parties, it is the intent of the parties that such additional agreement is meant to expand, rather than limit, the scope of what is considered confidential information under this Agreement and offer greater protection to both parties. If there are any conflicts between the terms of the two agreements, the terms of this Agreement shall control.

This Agreement shall be governed by and construed in accordance with English law and the parties to this Agreement irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with The Agreement, regardless of the country or state in which either party have their registered offices.

WITNESS WHEREOF, authorised officers of the parties have executed this Agreement the date stated below, to be effective the date and year first above written.

Tyrrell Systems Limited and Tyrrell Products Ltd of:
Suite 3, 1st Floor Beswick House
Green Fold Way
Leigh,
Lancashire
WN7 3XJ

and

Tyrrell Products DWC LLC of:
Business Centre
Dubai World Centrat
PO Box 712068,
Dubai UAE.

And

Manchester Metropolitan University, Department of Computing, Mathematics and Digital
Technology
All Saint Building
All Saints
Manchester
M15 6BH

for and on behalf of Tyrrell Systems Limited, Tyrrell Products Ltd and Tyrrell Products DWC LLC

Name _____ Position _____

Signed _____ Date _____

for and on behalf of Manchester Metropolitan University, Department of Computing, Mathematics
and Digital

Team A = Product & Pricing Tool Team B = / HTML5 User Interface Team C = iOS / Android User

Name _____ Signed _____ Date _____ Team *Circle A/B/C

Name _____ Signed _____ Date _____ Team *Circle A/B/C

Name _____ Signed _____ Date _____ Team *Circle A/B/C

Name _____	Signed_____	Date _____	Team *Circle	A/B/C
Name _____	Signed_____	Date _____	Team *Circle	A/B/C
Name _____	Signed_____	Date _____	Team *Circle	A/B/C
Name _____	Signed_____	Date _____	Team *Circle	A/B/C
Name _____	Signed_____	Date _____	Team *Circle	A/B/C
Name _____	Signed_____	Date _____	Team *Circle	A/B/C
Name _____	Signed_____	Date _____	Team *Circle	A/B/C
Name _____	Signed_____	Date _____	Team *Circle	A/B/C
Name _____	Signed_____	Date _____	Team *Circle	A/B/C

Declaration: by signing here, you are agreeing on behalf of the organisation you own or represent to adhere to the terms of this agreement, while ever the agreement remains in place as according to the details within this agreement.

Note: This signatory must hold an executive position in the company. This NDA is valid for three years from date of signature.