
TF09C0514 (NDA)



NON-DISCLOSURE AGREEMENT FOR

RFI SAAT010/25 – MRO Growth & Capacity Expansion.

**CONFIDENTIALITY AGREEMENT
IN RESPECT OF RFI NO. SAAT010/25**

THIS AGREEMENT is entered into by and between:

1. _____ / _____,
a company established under the laws of _____
whose registered office is at _____
_____ (hereinafter referred to as the "Recipient")

and

2. South African Airways Technical (SOC) Ltd, a state owned company established under the laws of South Africa, with offices at, Jones Road, O.R. Tambo International Airport, Kempton Park, Republic of South Africa (hereinafter referred to as "SAAT")

(Hereinafter each referred to individually as the "Party" and collectively as the "Parties").

WHEREAS

SAAT has issued an RFI for certain services and the Recipient intends to respond to the tender and therefore SAAT shall accordingly make available to the Recipient such information as provided to SAAT by the current service provider as may be relevant/applicable for the Recipient for purposes of its reply to the tender concerned.

THEREFORE, the Recipient specifically acknowledges and the Parties hereby agree as follows:

1. For purposes of this Agreement, any and all information as may be released or provided by SAAT and/or the current service provider shall be deemed to be, "Confidential Information".
2. The Confidential Information to be made available by SAAT and SAAT has not given or made (and does not give or make) any warranties, assurances, statements, representations, undertakings whatsoever as to inter alia the completeness, accuracy or currency of the Confidential Information nor assumes or shall assume any liability whatsoever in relation to the Confidential Information, and nothing contained in this Agreement shall be construed so as to grant to the Recipient any intellectual or other proprietary rights in the Confidential Information and the Recipient hereby fully and irrevocably indemnifies SAAT its directors, officers and employees in respect of inter alia any errors, omissions or claims in respect of the Confidential Information.
3. The Confidential Information is made available to the Recipient solely and exclusively for purposes of the Recipient considering its reply to the Tender and shall be used for no other purpose whatsoever.
4. The Recipient shall limit the access to Confidential Information to persons who have a need to know such information, solely for the purposes of considering the Recipients response to the tender, from the following categories:
 - (a) the Recipient's employees, directors, officers and professional advisors;

- (b) the Recipient's direct and indirect parent companies and such parent companies' employees, directors, officers and professional advisors;
- (c) Subsidiaries controlled by the Recipient, and those subsidiaries' employees, directors, officers and professional advisors.

Information so disclosed or received hereunder by each of the persons and companies listed above shall be considered as information disclosed or received by the Recipient itself and be subject to the terms and conditions of this Agreement. The Recipient shall ensure that each of the persons and companies listed above act in strict accordance with the terms of this Agreement as if they were a party hereto. The Recipient shall be responsible for the failure of any of the persons and companies listed above to act in strict accordance with the terms of this Agreement.

5. If the Recipient, by law or by governmental agency or court order, is legally compelled to disclose any Confidential Information, prior to any such compelled disclosure, the Recipient shall, to the extent reasonable, (i) notify SAAT within five(5) days of becoming aware of the legal obligation to disclose, and (ii) cooperate with SAAT in protecting against such disclosure and/or obtaining protective order or other appropriate remedy narrowing the scope of such disclosure and use of the Confidential Information. In the event that such protection against disclosure is not obtained, the Recipient may disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.
6. Notwithstanding anything set forth herein to the contrary, no information shall be deemed Confidential Information which:
 - a) was publicly known or made generally available in the public domain prior to disclosure to the Recipient; or
 - b) becomes publicly known or generally available in the public domain after disclosure to the Recipient through no wrongful action or inaction of the Recipient (and for the avoidance of doubt such wrongful action or inaction includes a breach of this agreement); or
 - c) is received by the Recipient from a third party without similar restriction and without breach of this Agreement; or
 - d) is independently developed by the Recipient without use of or reference to any Confidential Information.
7. All Confidential Information disclosed by SAAT to the Recipient and any copies thereof shall be and remain the property of SAAT and all Confidential Information and any copies thereof, notes, analyses, reviews and other documents or things recording Confidential Information shall be promptly returned to SAAT or destroyed (destruction to be confirmed in writing to SAAT) or expunged from any computer or other device or media by the Recipient upon SAAT's request save for any copies that may be required to be kept for legal, audit or regulatory purposes and which shall be kept only for so long as legally required.
8. For breach of this Agreement which directly and adversely affects SAAT or the current service provider or as a consequence of the sharing of any Confidential Information by the Recipient with any third party (except as otherwise agreed by SAAT in writing), the Recipient shall indemnify SAAT such actual documented damages directly attributable to any claims actions or law suits against SAAT, whether by the current service provider and/or any third party, in relation to the Confidential Information and/or any breach by the Recipient. A claim for damages shall not relieve the Recipient from its obligations under this Agreement and shall be

without prejudice to SAAT's entitlement to injunctive remedies for any threatened or actual breach of the provisions of this Agreement.

9. Nothing in this Agreement shall be construed as to create any obligation whatsoever to enter or indication of intent to enter into any future contract or agreement.
10. This Agreement may not be assigned in whole or part, any such assignments shall be void and of no effect.
11. No waiver, alteration, modification or amendment to any of the provisions of this Agreement, or rights to act there under shall be binding unless made in writing.
12. This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.
13. In the event that any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity of the remaining provisions of this Agreement. The Parties shall replace such provision by another provision or provisions which shall as closely as possible reflect the original intention of the Parties.
14. This Agreement shall be governed by and interpreted in accordance with the substantive laws of South Africa without reference to any rules on conflict of laws and the Parties hereby submit to the exclusive jurisdiction of the courts of South Africa.
15. The signatory on behalf of the Recipient hereby warrants that he/she is duly authorized to sign and bind the Recipient in terms of this Confidentiality Agreement.

This Agreement has been signed by the Parties' duly authorized representatives.

Signature: _____
(duly authorized)

FOR AND ON BEHALF OF RECIPIENT

Signatory's Name: _____

Signatory's Position: _____

Recipient's Name: _____

Date: _____

South African Airways Technical (SOC) Ltd

Signature: _____
(duly authorized)

Signatory's Name: _____

Signatory's Position: _____

Date: _____