

**NON DISCLOSURE &
CONFIDENTIALITY APPROVAL AGREEMENT
SPECIFICALLY IN RESPECT OF EXAMINATION QUESTIONS**

This Agreement is made on the [] between: **Total Training Support Ltd** whose Registered Office is at 40A Market Square, St Neots, Cambridge, Cambridgeshire PE19 2AF, UK

And

[] whose Registered Office is at []

- a. WHEREAS the parties hereto wish to disclose Confidential Examination Question Information (as hereinafter defined) one to the other for the purpose of Examinations in respect of the - ***Licensing of Aircraft Maintenance Personnel.***
- b. AND WHEREAS the parties wish to regulate how Confidential Information is to be treated while in the possession or control of the 'Receiving Party' (as hereinafter defined) so as to protect the proper interests of the 'Disclosing Party' under '***European Regulation (EU) 1321/2014***'. (as hereinafter defined).

NOW THEREFORE it is agreed as follows:

1. Definitions

The following words and phrases shall have the following meanings unless the context otherwise requires:

- a. 'Examination Question Information' shall include information provided in oral or documentary form or by way of presentation or other tangible form or by product demonstration in association with examinations under the ***Applicable Law*** – i.e. '***EASA EU Commission Regulation (EU) 1321/2014 or non-EU equivalent***'.
- b. 'Confidential Examination Question Information' shall mean:
 - i. Any 'Confidential Examination Question Information' for 'Ensuring the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks.
 - ii. Any Information provided in documentary form or in other tangible form, information which at the time of provision to the 'Receiving Party' is clearly and

conspicuously marked to show that it is imparted in confidence; and

- iii. Any Information that is imparted orally or by presentation/ demonstration that the 'Receiving Party' has been expressly informed by the 'Disclosing Party' at the time of the disclosure to have been imparted in confidence and where the 'Disclosing Party' confirms in writing within 14 days the fact that Confidential Information has been disclosed including the date of the meeting and the parties present; and,
- iv. Any copy, note or record of the disclosure of Confidential Information as defined above.
 - c. 'Disclosing Party' shall mean **Total Training Support Ltd** the party hereto that imparts the Information to the 'Receiving Party'.
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- d. 'Receiving Party' shall mean [] the party hereto to which information is imparted by the 'Disclosing Party'
- e. 'Competent Authority' shall mean a Competent Authority who may be a ministry, a National Aviation Authority, or any aviation body designated by the EU Member State and located within that Member State.
- f. 'Proper Use' shall mean the use of 'Confidential Examination Question Information' wholly necessarily and exclusively for the purpose set out in the document hereto.
- g. 'European Regulation (EU) 1321/2014' – Shall mean:
Governing Regulations that ensure the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks. In regards to this Approval Agreement; it shall cover:
 - i. The examination staff shall ensure the absolute security of all examination questions
 - ii. Any student found during a knowledge examination to be cheating or in possession of material pertaining to the examination and associated authorised documentation, shall be disqualified from taking the examination and may not take any examination for at least 12 months after the date of the incident. The 'Competent Authority' and the 'Disclosing Party' shall be informed by the 'Receiving Party' of any such incident together with the details of any enquiry within one calendar month.
 - iii. Removal of exam questions from the exam room is strictly prohibited

- iv. Any examiner found during a knowledge examination to be providing question answers to any student being examined shall be disqualified from acting as an examiner and the examination declared void. The 'Competent Authority' and the 'Disclosing Party' must be informed of any such occurrence within one calendar month.
2. In consideration of the provision of 'Confidential Examination Question Information' by the 'Disclosing Party' to the addressee(s) set forth in Clause 8 hereof, in respect of Confidential Information for which it is the 'Receiving Party' shall:
 - a. Hold such 'Confidential Examination Question Information' in strict confidence; and
 - b. Use such 'Confidential Examination Question Information' only for the 'Proper Use' of Examinations; and
 - c. Not copy or reproduce or permit the copying or reproduction of any or the 'Confidential Examination Question Information' other than for its own use for the purposes of examinations
3. Without prejudice to the generality of Clause 2, the 'Receiving Party' shall exercise no less a degree of care in protecting the confidentiality of 'Confidential Examination Question Information', as that which it uses to protect its own information of like sensitivity and importance. This includes imparting the same conditions and restrictions on authorised personnel that the 'Receiving Party' uses during the Examination process.
4. The obligations of confidentiality herein shall not apply to any Confidential Information which the 'Receiving Party' can show (and it shall be the duty of the 'Receiving Party' to show):
 - a. Hold such 'Confidential Examination Question Information' in strict confidence; and
 - b. Was in possession of the 'Receiving Party' when such information was imparted by the 'Disclosing Party', or is independently developed by any servant agent or employee of the 'Receiving Party', without access to or use of knowledge of the Confidential Information imparted by the 'Disclosing Party'; or
 - c. Is in or subsequently comes into the public domain, other than by breach by the 'Receiving Party' of its obligations hereunder or any other agreement on confidentiality between the parties or any of their affiliates: or
 - d. Is received by the 'Receiving Party' without restriction on disclosure or use from a third party which the 'Receiving Party' reasonably believes is free to make such disclosure on such terms; or

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5. If any portion of the 'Confidential Examination Question Information' falls within any of the one above exceptions, the remainder shall continue to be subject to the restrictions of the Agreement.
6. Any 'Confidential Examination Question Information' imparted hereunder shall remain the property of the 'Disclosing Party' and must be applied for the 'Proper Use' only. No licence is granted to the 'Receiving Party' hereunder, and no licence shall be deemed to have arisen or to be implied to any 'Confidential Examination Question Information' or know how; hereafter owned or controlled by either party.
7. Save for the obligations of confidentiality set out in Clauses 2 and 3 as modified by Clause 4 hereof of this Agreement:
 - a) Shall be issued for an unlimited duration and remain valid subject to:
 - i. The 'Receiving Party' remaining in compliance with their National regulation for approval of maintenance training organisations, and
 - ii. The 'Competent Authority' being granted access to the 'Receiving Party' to determine continued compliance with this Annex (Part-147); and
 - iii. The Agreement not being surrendered or revoked.
 - b) Upon surrender or revocation, the Approval shall be returned to the 'Disclosing Party' who will inform the 'Competent Authority'.
8. Any notice given under this Agreement by either Party to the other must be in writing and transmitted by acknowledged email, registered mail or facsimile transmission. Notice will be deemed to have been given upon acknowledgment of an email by the 'Receiving Party' or in the case of registered mail, three (3) working days after the mailing date and in the case of facsimile transmission, upon expiry of twelve (12) hours after the notice is sent.
9. This Agreement shall be construed and enforced in accordance with ***English Law***.
10. Neither party shall assign, nor in any manner transfer, its interest or any part thereof in this Agreement to others.
11. The foregoing clauses comprise the entire Agreement between the parties in respect of the 'Proper Use' and supersede any prior oral or written agreements, and commitments, understandings, or communications with respect to the subject matter of this

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Agreement. This Agreement shall not be amended unless agreed to in writing by duly authorised representatives of the parties.

For and on behalf of:

For and on behalf of:

Total Training Support Ltd

[]

Signature.....

Signature.....

Print Name.....

Print Name.....

Title.....

Title.....

Date.....

Date.....