

22.2 Subject to Clause 22.3, the Receiving Party undertakes in respect of Confidential Information received from the Supplying Party or of which the Receiving Party otherwise becomes aware through its participation in the Project:

22.2.1 that it has procedures adequate to protect the Confidential Information;

22.2.2 to hold in confidence the Confidential Information of which it becomes aware by whatever means except where the Supplying Party approves in writing the release of the Confidential Information by the Receiving Party;

22.2.3 that neither it nor any of its officers, employees, contractors or agents will disclose or cause or permit to be disclosed without the prior written consent of the Supplying Party the Confidential Information or any part thereof to any person or persons other than to professional advisers to the Receiving Party or those officers or employees of the Receiving Party directly concerned in the Project, such disclosure to be limited to Confidential Information necessary for implementation of the Project, and that the Receiving Party will advise the Supplying Party from time to time on request, of those professional advisers of the Receiving Party who are or may be recipients of Confidential Information;

22.2.4 not to make use of or cause or permit use to be made of the Confidential Information or any part thereof in any manner whatsoever other than as necessary for the implementation of the Project;

22.2.5 to enter into such other agreements as the Supplying Party may reasonably require regarding any part of the Confidential Information which is disclosed by the Supplying Party under licence from a third party;

22.2.6 at the Supplying Party's request, to make reasonable endeavours to cause a person or persons to whom the Confidential Information is disclosed in accordance with Clause 22.2.3 (other than officers and employees of the Receiving Party) to provide a written undertaking to the Supplying Party, in terms reasonably acceptable to the Supplying Party, to preserve in confidence the Confidential Information.

22.3 Nothing in this Clause 22 applies to:

22.3.1 information which is independently developed by the Receiving Party outside the scope of this Agreement; or

22.3.2 other confidential information rightfully obtained by the Receiving Party from third parties; or

22.3.3 information which was in the public domain at the time of receipt; or

22.3.4 information which was known to the Receiving Party, at the time of receipt or becomes publicly available after the execution of this Agreement otherwise than as a result of a breach of an obligation of confidence; or

22.3.5 information required to be released by law.

22.4 Any Confidential Information which is provided by the Supplying Party to the Receiving Party in connection with the Project is provided on a gratuitous basis only, for the benefit of the Receiving Party, and the Receiving Party expressly acknowledges that no warranty is given by the Supplying Party that any Confidential Information to be provided to the Receiving Party is or will be correct.

22.5 The parties acknowledge that breach by any of them of any of the provisions of this Clause 22 may cause another party (and any third party which has given such other party a licence to use or disclose any Confidential Information for the purposes of this Agreement) irreparable damage for which monetary damages would not be an adequate remedy. Accordingly any party may seek and obtain injunctive relief against the breach or threatened breach of this Clause 22 in addition to any other remedies that may be available.