



- 5.3 the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source, of any obligation of confidentiality or non-use of such Confidential Information; or
- 5.4 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

6. The Receiving Party may disclose Confidential Information to the extent that such Confidential Information is specifically ordered to be disclosed pursuant to an order of a court of competent jurisdiction or is required to be disclosed by statute or statutory instrument (including the Freedom of Information Act 2000) and prior to making any such legally required disclosure, the Receiving Party shall give the Disclosing Party as much prior notice of the requirement for and contents of such disclosure as is practicable under the circumstances and will request the disclosee to treat the Confidential Information as confidential.
7. The Receiving Party shall be responsible for and primarily liable for any act or omission of its Representatives which would have been a breach of this Agreement were it done or omitted to be done by the Receiving Party.
8. Upon termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall promptly return all documents, materials and records and all copies of the Confidential Information to the Disclosing Party and permanently delete any such Confidential Information from any electronic storage media or memory, save that nothing shall require the Receiving Party to modify, alter, delete or destroy computer back-up media made in the ordinary course of business.
9. The Receiving Party's obligations under this Agreement will survive the termination of this Agreement for a period of 5 years.
10. Nothing in this Agreement shall obligate a Party to enter into any further agreement relating to this matter.
11. A failure by a Party hereto to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
12. No Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties.
13. The Receiving Party acknowledges that the Disclosing Party retains any and all right title and interest in and to the Confidential Information that it discloses. Nothing contained in this Agreement is to be construed as granting or conferring any rights by licence or otherwise.