**Non-Disclosure Agreement (NDA)**

**This Agreement** is entered into on [DATE] between:

1. **[**(Name of Charity) whose registered office is at (registered office details)**]**  (“the Information Owner”); and
2. **[(**Name of Company) whose registered office is at (registered office details)**]** **OR [**(name of sole trader) of (business address)**]** ("the Interested Party").

**1. Purpose of disclosure**

1.1 The purpose of this Agreement is to facilitate preliminary discussions and the exchange of confidential information between **[**Name of Charity**]**. and the Interested party to explore potential collaboration on responding to **[**insert description of the product or service**]** ("the Product or Service").

**2. Status of the Parties**

2.1 Upon execution of this Agreement, the Information owner may share information related to the **[**Product/Service**]**, including but not limited to:

* Scope of the project
* Commercially sensitive information.
* Etc

3.2 The Interested Party agrees to treat all information shared under this Agreement as strictly confidential and not to disclose such information to any third party without the express written consent of **[**Name of Company/Name of Sole Trader**]**.

**3. No Guarantee of Work**

3.1 This Agreement does not constitute a guarantee of work or any obligation for either party to enter into a binding agreement.

**4. Duration and Termination**

7.1 This Agreement will commence on the Effective Date and will continue until the earlier of: (a) One (1) years from the Effective Date; or (b) Written termination by either party.

7.2 Termination of this Agreement does not relieve the parties from their confidentiality obligations, which shall survive for a period of one (1) year from the effective date.

**5. Governing Law and Jurisdiction**

5.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

5.2 Any dispute arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**6. Entire Agreement**

6.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, or representations, whether oral or written, relating to its subject matter.

**7. Signatures**

The parties have executed this Agreement as of the Effective Date:

**For [**Name of Company/Name of Sole Trader**]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For [**Name of Company/Name of Sole Trader**]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_