

Non-Disclosure Agreement (NDA)

/Signature/

This Non-Disclosure Agreement ("Agreement") is entered into as of the ____ day of _____, 2025 ("Effective Date") by and between:

1. [Disclosing Party Name] ("Disclosing Party"), having a principal address at _____, and
2. [Receiving Party Name] ("Receiving Party"), having a principal address at _____.

Collectively referred to as the "Parties" and individually as a "Party."

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party for the purpose of evaluating and facilitating a potential business relationship (the "Purpose").

2. Confidential Information

"Confidential Information" means all non-public, proprietary information disclosed by the Donor to the Non-Profit, including but not limited to financial information, business plans, trade secrets, customer lists, and operational data. Confidential Information does not include information that:

- Is or becomes publicly known without breach of this Agreement;
- Is independently developed without reliance on the Confidential Information; or
- Is rightfully obtained from a third party without a breach of confidentiality.

3. Obligations

The Non-Profit agrees to:

- Keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the Donor;

- Use the Confidential Information solely for the Purpose; and
- Protect the Confidential Information with the same degree of care as it uses to protect its own confidential information, but no less than a reasonable standard of care.

4. Return or Destruction of Information

Upon request by the Donor or the termination of this Agreement, the Non-Profit shall return or destroy all copies of the Confidential Information and certify its destruction if requested.

5. Term and Termination

This Agreement shall remain in effect for a period of three (3) years from the Effective Date. The obligations regarding confidentiality shall survive for five (5) years following termination.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State].

7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements or understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Donor Name]

Date: _____

[Non-Profit Representative Name, Title]

Date: _____