# **NON-DISCLOSURE AGREEMENT (NDA) TEMPLATE**

## **1. Purpose of the NDA**

This Non-Disclosure Agreement (NDA) is entered into by and between:

* [Name of Disclosing Party], a [type of entity] registered under the laws of Kenya, with its registered address at [address], hereinafter referred to as the "Discloser"; and
* [Name of Receiving Party], a [type of entity] registered under the laws of Kenya, with its registered address at [address], hereinafter referred to as the "Recipient".

The purpose of this NDA is to:

1. Establish confidentiality obligations regarding certain non-public, proprietary, or sensitive information disclosed by the Discloser to the Recipient.
2. Facilitate the exchange of information between the parties for the purpose of [state the purpose of the information exchange, e.g., exploring a potential business partnership, negotiating a contract, etc.].
3. Protect the Discloser's legitimate interests in maintaining the confidentiality of its valuable information.
4. Ensure fair and ethical treatment of the Discloser's information by the Recipient.
5. Promote transparency and trust between the parties during their interactions.

This NDA is intended to be governed by and construed in accordance with the laws of Kenya.

**WHEREAS,** the Discloser desires to disclose certain Confidential Information (as defined below) to the Recipient in connection with [State the purpose of disclosure, e.g., discussions regarding a potential business partnership, evaluation of services, etc.].

**WHEREAS,** the Recipient desires to receive such Confidential Information for the purpose of [State the purpose of receiving the information, e.g., evaluating the feasibility of the collaboration, providing a proposal, etc.].

**NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:**

## **2. Definitions**

**“Confidential Information”** Any information disclosed by the Discloser to the Recipient, directly or indirectly, orally, in writing, or by any other means, before or after the execution of this Agreement, that is designated as confidential or that, by its nature or the circumstances surrounding its disclosure, ought to be treated as confidential.

**“Receiving Party”** [Name of Receiving Party] and its employees, agents, representatives, and subcontractors.

**“Disclosing Party”** [Name of Disclosing Party] and its employees, agents, representatives, and subcontractors.

## **3. Use of Confidential Information**

The Recipient agrees to use the Confidential Information only for the purposes stated in the Purpose section above and shall not disclose the Confidential Information to any third party without the prior written consent of the Discloser.

## **4. Ownership of Confidential Information**

All right, title, and interest in and to the Confidential Information remains with the Discloser. This Agreement does not grant the Recipient any rights or licenses to the Confidential Information other than those expressly set forth herein.

## **5. Maintenance of Confidential Information**

The Recipient agrees to take all reasonable precautions to protect the confidentiality of the Confidential Information, using at least the same degree of care that it uses to protect its own confidential information of a similar nature.

## **6. Term and Termination**

6.1 This Agreement shall be effective as of the Effective Date [DATE] and shall remain in full force and effect until the earlier of the following occurs (the "Term"):

(a) [NUMBER] years from the Effective Date; or

(b) The completion of the [Project Name/Purpose of Disclosure]; or

(c) The written mutual agreement of the parties.

6.2 Notwithstanding the expiration or termination of this Agreement for any reason, the Recipient's obligations to protect the Confidential Information shall continue for a period of [NUMBER] years from the date of such disclosure.

## **7. Limitations of Confidentiality**

The Recipient's obligations under this Agreement shall not apply to any Confidential Information that:

* Was already known to the Recipient without restriction prior to disclosure by the Discloser;
* Is or becomes publicly known through no fault of the Recipient;
* Is independently developed by the Recipient without use of the Confidential Information; or
* Is required to be disclosed by law or a court order, provided that the Recipient gives the Discloser prompt written notice of such requirement and uses its reasonable efforts to obtain confidential treatment of the Confidential Information.

## **8. Compliance with Legal Requirements**

In the event that the Recipient is required by law or a court order to disclose any Confidential Information, the Recipient will promptly notify the Discloser of such requirement and will cooperate with the Discloser in seeking to obtain confidential treatment of the Confidential Information.

## **9. Dispute Resolution**

1. **Negotiation:** In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve such dispute amicably through good faith negotiations.
2. **Mediation:** If the parties are unable to resolve the dispute through good faith negotiations within [NUMBER] days, the dispute shall be submitted to binding mediation in accordance with the Mediation Rules of [Name of Mediation Institution] selected by the parties mutually. The mediation shall be conducted in [Location], and the language of the mediation shall be English.
3. **Arbitration:** If the dispute is not resolved through mediation within [NUMBER] days from the commencement of the mediation, the dispute shall be settled by binding arbitration in accordance with the Arbitration Rules of [Name of Arbitration Institution] selected by the parties mutually. The arbitration shall be conducted in [Location], and the language of the arbitration shall be English. The decision of the arbitrator(s) shall be final and binding on the parties.

## **10. No Warranties**

THE DISCLOSER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF THE CONFIDENTIAL INFORMATION. THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND THE DISCLOSER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **11. Miscellaneous**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

This Agreement may be amended only by a written instrument signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of Kenya.

**Signatures**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Disclosing Party:**

[Name of Disclosing Party]

Signature

Print Name

Title

**Receiving Party:**

[Name of Receiving Party]

Signature

Print Name

Title