

Non-disclosure Agreement (NDA)

for

the purposes of cooperation is information exchanged regarding the [insert donor name] funded [insert project name including country]

between

[Insert name of organisation]

Hereinafter referred to as “[insert abbreviation for the organisation]” and represented by its [insert title of relevant person]

Address/contact details:

Insert address/contact details

and

CBM Christoffel-Blindenmission Christian Blind Mission e.V.

Hereinafter referred to as “**CBM**” and represented by

its Executive Management Board

Address/contact details:

Stubenwald-Allee 5, 64625 Bensheim

Germany

1. Preamble

The signing of this NDA will allow both parties to share and exchange confidential information regarding the referenced funding opportunity which is essential for respective organisation to make an informed decision regarding a potential teaming agreement. In the event, both parties mutually agree not to conclude a teaming agreement, this NDA remains valid and protects both organisations’ business interests in the event both organisations pursue the mentioned or other relevant opportunities separately.

2. Confidentiality

- 2.1 The Parties agree that until the contract is signed (unless specified otherwise) they will not without prior consent use or disclose, or allow anyone else to use or disclose, any information provided by any other Party relating to the tender, activities, products or operational affairs of that party which may reasonably be assumed to be confidential (**‘Confidential Information’**) or which is explicitly labelled as such. Confidential information with the meaning of this NDA is all information made available in oral, written and electronic form. By way of illustration, but not limitation, Confidential Information includes partners name and contacts, processes, formulas, data, know-how, business models, concepts and plans, financial information, inventions, improvements, techniques, marketing plans, product plans, strategies, forecasts, donor or professional lists, or beneficiary

information, fundraising tools, cost and pricing data, proposal strategies and personnel proposed. It is irrelevant whether documents or other media were created by CBM or others, provided that they embody information relating to CBM or the organisations signing the NDA. The parties undertake to take suitable precautions to protect the confidential information.

2.2 These restrictions will not apply to information which:

2.2.1. has come into the public domain otherwise than through unauthorised disclosure;

2.2.2. was independently disclosed to that party by a third party entitled to disclose it;

2.2.3. Is developed by a party without dependence directly or indirectly on the Confidential Information;

2.2.4. Is required to be disclosed under any applicable law or by court order, provided the disclosing party notifies the party whose information the law or order relates to, before disclosure wherever possible.

2.3 Upon request, each Party shall return to the other Party any and all Confidential Information belonging to such Party in written or other tangible form that it has received or compiled and that is within its possession or control.

3. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without regard to its conflict of law rules. Any disputes arising shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit) without recourse to the ordinary courts of law. The place of arbitration is Frankfurt/Main, Germany. The number of arbitrators is three. The language of the arbitral proceedings is English, provided, however, that written evidence may be submitted in either the English or German language.

Signatures:

For the [add name of organisation]
(authorised signatory)

For CBM:
(authorised signatory)

Name of signatory for the organisation
Function of signatory

name
role

For the organisation:
(second signatory, optional)

For CBM:
(authorised signatory)

Name of second signatory for the organisation
Function of second signatory

name
role

Place, Date, Stamp

Place, Date, Stamp