

# MUTUAL NON-DISCLOSURE AGREEMENT

*CEA Community Alliance Ltd*  
*Protecting Shared Information with Integrity*

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of the date last signed below (the "Effective Date") between:

**Catalyst East Africa (CEA Community Alliance Ltd)**, a registered not-for-profit organisation based at PO Box 501, Entebbe, Uganda (hereinafter "CEA" or "Party A"); and

**[Full Legal Name of Receiving Party]**, of [Address] (hereinafter "the Receiving Party" or "Party B").

Each party may be referred to individually as a "Party" and collectively as the "Parties."

The Parties wish to explore a potential relationship or collaboration and, in doing so, may disclose certain confidential information to each other. The Parties agree as follows:

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or by any other means, that:

- is designated as confidential at the time of disclosure; or
- should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information includes, but is not limited to:

- Organisational strategy, programme design, community data, and beneficiary information;
- Financial records, budgets, funding sources, and donor identities;
- Partnership arrangements, contractual terms, and negotiation positions;
- Staff, volunteer, and stakeholder personal information;
- Intellectual property, methodologies, research, and proprietary materials;
- Programme-specific and project-specific operational information; and
- Any other information of a sensitive or non-public nature shared in connection with the Purpose defined in Clause 2.

## 2. Purpose

The Parties intend to disclose Confidential Information to each other solely for the purpose of evaluating, developing, or implementing a potential collaboration, partnership, funding arrangement, or programme activity between them (the "Purpose"). Confidential Information shall not be used for any purpose beyond the Purpose without prior written consent of the Disclosing Party.

### 3. Obligations of the Receiving Party

Each Party, in its capacity as Receiving Party, agrees to:

- a) hold all Confidential Information in strict confidence and protect it with at least the same degree of care it uses to protect its own confidential information, and in any event no less than reasonable care;
- b) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as provided in Clause 5;
- c) use the Confidential Information solely for the Purpose;
- d) limit access to Confidential Information to those of its employees, officers, volunteers, consultants, or advisers who have a genuine need to know for the Purpose, and who are bound by confidentiality obligations no less stringent than those set out in this Agreement;
- e) notify the Disclosing Party promptly upon becoming aware of any unauthorised disclosure, loss, or misuse of Confidential Information; and
- f) not copy, reproduce, or summarise Confidential Information except as strictly necessary for the Purpose.

### 4. Exclusions

The obligations under Clause 3 shall not apply to information that the Receiving Party can demonstrate:

- a) is or becomes publicly available through no breach of this Agreement;
- b) was already known to the Receiving Party prior to disclosure, free of any obligation of confidentiality;
- c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or
- d) is received from a third party lawfully and without restriction on disclosure.

### 5. Legally Required Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall: (a) give the Disclosing Party prompt written notice of the requirement to the extent permitted by law; (b) cooperate reasonably with the Disclosing Party in seeking a protective order or other appropriate relief; and (c) disclose only that portion of the Confidential Information which is legally required.

### 6. Intellectual Property

Nothing in this Agreement grants either Party any licence, right, title, or interest in or to the other Party's Confidential Information or intellectual property. All Confidential Information remains the exclusive property of the Disclosing Party.

### 7. Term and Termination

This Agreement shall commence on the Effective Date and remain in force for a period of three (3) years, unless terminated earlier by either Party upon thirty (30) days' written notice to the other Party.

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Termination of this Agreement shall not release either Party from its obligations with respect to Confidential Information disclosed prior to termination. Confidentiality obligations shall survive termination of this Agreement for a further period of three (3) years.

## 8. Return or Destruction of Information

Upon termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party shall promptly return or, at the Disclosing Party's direction, securely destroy all Confidential Information (including copies, summaries, and extracts) and certify in writing that it has done so. The Receiving Party may retain one archival copy solely for legal compliance purposes, subject to the continuing confidentiality obligations of this Agreement.

## 9. No Warranties

All Confidential Information is disclosed "as is." The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, completeness, or fitness for a particular purpose of the Confidential Information. Neither Party shall be liable to the other for any loss arising from reliance on the Confidential Information.

## 10. Remedies

Each Party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy, and accordingly the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

## 11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Uganda. Any dispute arising out of or in connection with this Agreement shall first be referred to good-faith negotiation between the Parties. If unresolved within thirty (30) days, the dispute shall be submitted to mediation in Kampala, Uganda, before either Party may initiate formal legal proceedings.

## 12. General Provisions

- a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, understandings, and agreements relating thereto.
- b) Amendments. This Agreement may only be amended by a written instrument signed by authorised representatives of both Parties.
- c) Waiver. Failure by either Party to enforce any provision of this Agreement shall not be construed as a waiver of that Party's rights.
- d) Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- e) No Partnership. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.
- f) Notices. All notices under this Agreement shall be in writing and delivered to the addresses set out in the preamble, or as otherwise notified in writing.
- g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**

*the Parties have executed this Agreement as of the date last signed below.*

**FOR AND ON BEHALF OF  
CATALYST EAST AFRICA**

**FOR AND ON BEHALF OF**

*Henry Abraham*

**Henry Abraham**  
Chief Executive Officer  
Catalyst East Africa

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_