

# NON-DISCLOSURE AGREEMENT FOR NONPROFIT ORGANIZATIONS

Parties: \_\_\_\_\_

## Disclosing Party Information:

Full Name / Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Receiving Party Information:

Full Name / Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

### 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public, including but not limited to business plans, strategies, financial information, donor lists, volunteer data, programs, methods, and other proprietary or sensitive information related to the nonprofit organization.

### 2. Obligations of Receiving Party

The Receiving Party agrees to receive and maintain the Confidential Information in strict confidence, not to disclose it to any third party without the prior written consent of the Disclosing Party, and to use it solely for the purpose of evaluating or furthering a potential business relationship or collaboration.

### 3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is required to be disclosed pursuant to law, regulation, or court order, provided the Receiving Party gives prompt notice to the Disclosing Party to allow for protective measures.

### 4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect perpetually, or until the Confidential Information no longer qualifies as confidential through no fault of the Receiving Party.

### 5. No License or Ownership

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to use the Confidential Information except as expressly set forth herein. All Confidential Information remains the exclusive property of the Disclosing Party.

### 6. Return or Destruction of Materials

Upon written request of the Disclosing Party or termination of discussions, the Receiving Party will promptly return or destroy all documents and tangible materials representing the Confidential Information and certify such destruction upon request.

## **7. No Warranty**

All Confidential Information is provided "AS IS" without any warranty, express or implied, as to its accuracy or completeness.

## **8. No Obligation to Proceed**

Nothing herein obligates either party to proceed with any proposed transaction or relationship, and each party reserves the right to terminate discussions at any time.

## **9. Remedies**

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or equity against any breach or threatened breach of this Agreement.

## **10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ for any dispute arising out of this Agreement.

## **11. Entire Agreement**

This Agreement constitutes the entire understanding between the parties relating to the subject matter herein and supersedes all prior discussions, agreements, and understandings of any kind. Any amendment or modification must be in writing and signed by both parties.

## **12. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **13. Waiver**

Failure to enforce any provision hereof shall not constitute a waiver of any right to enforce such provision or any other provisions.

## **14. No Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

## **15. Relationship of Parties**

This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties.

## **16. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts and via electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**DISCLOSING PARTY SIGNATURE**

**RECEIVING PARTY SIGNATURE**

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

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

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