Non-Disclosure Agreement (NDA)

NWF Facilities Ltd

This Non-Disclosure Agreement (the 'Agreement') is entered into as of [Insert Date] by and between NWF Facilities Ltd (the 'Disclosing Party') and [Insert Employee/Contractor Name] (the 'Receiving Party').

# 1. Purpose

The Receiving Party agrees to receive and maintain in strict confidence certain confidential information disclosed by the Disclosing Party for the purpose of [Insert Purpose, e.g., employment, project work].

# 2. Definition of Confidential Information

For the purposes of this Agreement, 'Confidential Information' means any data or information, oral or written, disclosed by the Disclosing Party that is not generally known to the public and that the Receiving Party understands is proprietary.

# 3. Obligations of Receiving Party

The Receiving Party agrees to:

* Use the Confidential Information solely for the agreed purpose.
* Restrict disclosure of the Confidential Information to employees, agents, or third parties as necessary and only with prior written consent.
* Protect the confidentiality of such information with the same degree of care used to protect their own confidential information, but in no event less than reasonable care.
* Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.

# 4. Exclusions from Confidential Information

Confidential Information does not include information that:  
- Is or becomes publicly known through no breach of this Agreement by the Receiving Party.  
- Is received from a third party without breach of any obligation of confidentiality.  
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

# 5. Term

This Agreement shall remain in effect for a period of [Insert Duration, e.g., 2 years] from the date of disclosure, or until such time as the Confidential Information no longer qualifies as confidential.

# 6. Return of Materials

Upon request, the Receiving Party agrees to return or destroy all documents and materials containing Confidential Information.

# 7. No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set out herein.

# 8. Governing Law

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

# 9. Agreement and Signatures

Disclosing Party: NWF Facilities Ltd

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Receiving Party: [Insert Name]

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_