**NON-DISCLOSURE AGREEMENT**

**BETWEEN**

**STRATHMORE UNIVERSITY**

**AND**

**XXXXXXXXX**

**2025**

**THIS NON-DISCLOSURE AGREEMENT** is made on this day of 2025

BETWEEN

**Strathmore University** a private university established by Charter whose address is Madaraka Estate, Ole Sangale Road Post Office Box Number 59857-00200 Nairobi, Kenya (hereinafter called "the **SU**" which expression where the context so admits include its successors in title and permitted assigns) of the first part;

**AND**

**Xxxxxx,** a………………whose address is………… (hereinafter referred to as xxxxx**”** which expression shall where the context so admit include its successors in title and permitted assigns**)**  of the other part.

**WHEREAS**

1. The Parties wish to consider a business opportunity of mutual interest with which a Party (“**Disclosing Party**”) may disclose to the other Party (“**Receiving Party**”) Confidential Information (as defined below) which it requires the other to treat as confidential on the terms and conditions of this Agreement.
2. The Parties acknowledge that any Confidential Information exchanged between them or which comes into the knowledge of the other should be kept confidential and have therefore agreed to enter into this Agreement to record the basis of their mutual understanding as to the manner in which Confidential Information shall remain confidential and to record the terms and conditions upon which such Confidential Information may be disclosed to a Third Party (as defined hereunder).
3. The Parties understand that their relationship is one of mutual trust and confidence and that, through such discussions and other exchanges of information, either Party may gain access to Confidential Information of the other. Each of the Parties agrees that it and each of its agents, affiliates, partners, officers, directors, employees and counsel will be legally bound by the terms of this Agreement and shall maintain the confidentiality of all such Confidential Information in accordance with this Agreement.
4. The Parties have agreed to comply with this Agreement in connection with the disclosure and use of Confidential Information Created by Either of the Parties.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;**

**IN CONSIDERATION** of the mutual promises, confidence and covenants made herein and forother good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, agree as follows;

**1.** **DEFINITIONS**

**1.1** ***“Disclosing Party”*** means the Party disclosing Confidential Information to the other Partypursuant to this Agreement.

**1.2** ***“Receiving Party”*** means the Party receiving Confidential Information from the otherParty pursuant to this Agreement

**1.3** ***“Confidential Information”*** means all information and know-how, regardless of whether ornot in writing, of a private, secret or confidential nature that relates to the services as provided by either of the parties herein, technical, legal, marketing, sales, information technology, or financial affairs of the Disclosing Party, its subsidiaries, affiliates, customers, potential customers, suppliers or potential suppliers, provided or disclosed to the Receiving Party or which becomes known to the Receiving Party, whether or not marked or otherwise designated as “confidential”, “proprietary” or with any other legend indicating its confidential nature. Confidential Information includes, by way of illustration and not limitation, all forms and types of financial, business, technical, economic, products, methods, techniques, processes, procedures, computer programs and software (whether as source code or object code), documentation, vendor information, customer information, research, and reports whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. Confidential Information shall further include any such information, materials, tangible or intangible property of customers of, suppliers to or any other third party with whom the Disclosing Party does or considers doing business/services and who may have disclosed or entrusted such information to a Receiving Party pursuant to or in furtherance of the discussions and exchanges under this Agreement.

1.4 ***“Proprietary Information”*** means all information about either Party’s business, business plans, customers, strategies, trade secrets, operations, records, finances, assets, technology, data and information that reveals the processes, methodologies, technology or know how by which either party’s existing or future products, services, applications and methods of operation are developed, conducted or operated and other confidential or proprietary information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Disclosing Party to the Receiving Party or is orally or visually disclosed to the Receiving Party by the Disclosing Party. Information which is orally or visually disclosed to the Receiving Party by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if (i) it would be apparent to a reasonable person, familiar with the Disclosing Party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party or if (ii) the Disclosing Party, within thirty (30) days after such disclosure, delivers to the Receiving Party a written document or documents describing such information and referencing the place and date of such oral, visual encounter.

1.5 ***“Confidential Record”*** means any Document, computer software or other materialcontaining confidential information.

1.6 ***“Effective Date”*** means the date of signing this Agreement.

**1.7 “Personal Data”** shall have the same meaning as ascribed to it in the Data Protection Act, 2019.

1.8 ***“Purpose”*** means

1.9 Unless the context clearly indicates a contrary intention, expressions which denote:

* 1. any ***gender*** shall include the other gender;
  2. ***natural persons*** shall include artificial persons and*vice versa*
  3. the ***singular*** shall include the plural and *vice versa*.

1. **MAINTENANCE OF CONFIDENTIALITY**
2. Both parties agree that except as provided by the provisions of any law, order, rule or regulation under which the parties are obligated regarding their ordinary service operations, or unless otherwise agreed in writing both parties shall not disclose publicly or otherwise or describe any Confidential Information and agree that they shall secure and keep such Information Confidential.
3. Both Parties shall protect and safeguard the Confidential Information against any unauthorized use, disclosure, report, transfer or publication with at least the same degree of care as it uses for their own confidential or proprietary information, but in no event use less than reasonable care;
4. Both Parties shall restrict Disclosure to those of its directors, officers, employees or attorneys who clearly have a need-to-know such Proprietary Information, and then only to the extent of such need-to-know, and only in furtherance of the specific purposes of this Agreement;
5. Each Party shall use such Confidential Information only for the purposes of entering into the service transaction with the Disclosing Party, and not disclose such Confidential Information other than as set forth above unless the Disclosing Party shall have expressly authorized in writing such disclosure and;
6. Neither party shall use any Confidential Information to compete or obtain any competitive or other advantage to the disadvantage of the other party.
7. Notwithstanding the foregoing, the Receiving Party shall be entitled to release Confidential Information to permit it to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency; provided, however, in case of release pursuant to this Section, the Receiving Party shall limit the release to the greatest extent reasonably possible under the circumstances and shall have provided the Disclosing Party with sufficient advance notice to permit the Disclosing Party to seek a protective order or other order protecting its Confidential Information from disclosure.
8. Confidential Information shall **not** include information that:
9. Has become public knowledge through legal means without fault by the Receiving Party
10. Is already public knowledge prior to the Disclosing Party’s disclosure of the same to the Receiving Party
11. Is known to the Receiving Party prior to the Disclosing Party’s disclosure of the same pursuant to this Agreement, or:
12. Is independently developed by the Receiving Party without reference to or use of the Confidential Information.
    1. Each Party will obtain prior written consent before using the other Party’s name in any advertising, endorsement, or promotion.
13. **OWNERSHIP AND NO WARRANTY**
14. All Confidential Information is acknowledged by the receiving Party to be proprietary to and the exclusive property of the disclosing Party. Accordingly, each Party reserves all rights in its Confidential Information and no rights including rights of ownership or license or obligations other than those expressly recited herein are granted or to be implied from this Agreement or from disclosure of any Confidential Information to the other Party.
15. All Confidential Information, including that which is contained in files, letters, memoranda, reports, records, data, sketches, notebooks, program listings, or other written, photographic, or other tangible, intangible, or other materials, or which shall come into a Receiving Party’s custody or possession, is and at all times shall be exclusive property of the Disclosing Party, to be used by the Receiving Party only for the purposes expressly contemplated by this Agreement.
16. No disclosure of any Confidential Information by the Parties shall constitute any representation or warranty by that Party regarding the accuracy of the same or the non-infringement of any patent, trademark, copyright or any other intellectual property or proprietary right.
17. Nothing in this Agreement shall be deemed to obligate either Party to disclose any Confidential Information to the other, or to accept any Confidential Information of the other.
18. **RETURN**/**DESTRUCTION OF CONFIDENTIAL INFORMATION**
19. 1. Upon written request by the Disclosing Party or immediately after the termination of this Agreement, the Receiving Party will securely delete or destroy, or, if directed in writing by the Disclosing Party, return and not retain, all or any of the Personal Data and Confidential Information and any copies thereof in its possession or control to the extent permitted by applicable law within fourteen (14) days of receiving such a request and certify in writing its compliance including the time and date of data destruction, the methods used for destruction, and any other relevant information required by the Disclosing Party.
    2. If any law, regulation, or government or regulatory body requires the Receiving Party to retain any Confidential Information including documents, materials, or Personal Data that the Receiving Party would otherwise be required to return or destroy, the Receiving Party will, upon request, inform the Disclosing Party in writing of the retention requirement. This notification will include details of the documents, materials, or Personal Data to be retained, the legal basis for such retention, and a specific timeline for deletion or destruction once the retention requirement ends.
    3. It is expressly recorded that the return of the Confidential Information and the modification of materials incorporating same, if so requested, shall not in any manner release the receiving Party from its obligations under this Agreement, and that notwithstanding the termination of this Agreement for whatsoever reason, the obligations to maintain the secrecy and confidentiality of the Confidential Information shall be of enduring effect.
20. **FURTHER PROTECTION**
21. In the event that either Party becomes compelled by law or by order of any court or tribunal of competent jurisdiction to disclose any Confidential Information, the said Party shall give the other Party an immediate prompt notice as well as a written notice so that the other Party may seek a protective order or other appropriate remedy and /or waive compliance with the provisions of this Agreement.
22. In the event that such or other appropriate remedy is not obtained or the other Party waives compliance with any provision of this Agreement, the disclosing Party shall limit to the greatest extent possible and provide only that part of the Confidential Information which they are advised by opinion of their legal advisors is legally required and shall exercise its best efforts to obtain reliable assurance that confidential treatment shall be accorded to the Confidential information.
23. **INDEMNITY**
24. Each Party acknowledges that the unauthorized disclosure of Confidential Information within the terms of this Agreement may cause irreparable loss, harm and damage to the other Party. That being so, each Party hereby undertakes to indemnify, defend and hold the other Party indemnified for any loss that the other Party may suffer as a result of violation of or failure to observe any of the stipulations herein. This indemnity shall not extend to indirect loss.
25. Each Party acknowledges the insufficiency of money damages as a remedy for any breach of this Agreement by a disclosing Party, and that any such breach could cause the receiving Party irreparable harm. Accordingly, the disclosing Party, as the case may be, in addition to any other remedies available at law, shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. If litigation arises relating to this Agreement, and a court of competent jurisdiction determines that a Party, or any of its respective directors, employees, staff, agents or affiliates has breached this Agreement, such Party shall be liable and shall pay to the other Party the reasonable legal fees incurred by the prevailing Party in connection with such litigation, including any appeals therefrom. Prompt notice must be given to the other party of any claim, actions, suits, demands, assessments, or judgments arising in respect of this Agreement.
26. **LOSS OF CONFIDENTIAL INFORMATION**

7.1. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party will promptly, at its own expense:

7.1.1. notify the Disclosing Party in writing

7.1.2. take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation; and

7.1.3. cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

1. **NO RIGHTS OR LICENCES GRANTED**

The Receiving Party shall not acquire hereunder any right whatsoever to any Confidential Information, including without any limitation any right or licence of any patent, trademark, copyright, trade secret, moral right, or any other right now or later recognized by any law or regulation of any jurisdiction throughout the universe (collectively, ***“Intellectual Property Rights”***) as a result of or in connection with any disclosurehereunder. Accordingly, nothing in this Agreement is intended or shall be construed as a transfer, grant, licence, release or waiver of any Intellectual Property Rights in any Confidential Information.

1. **NO** **PUBLICATION**

Neither Party shall disclose, publicize or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other Party, except as may be required by law.

1. **NO OBLIGATION**

Nothing in this Agreement shall be deemed to obligate either Party to disclose any Confidential Information to the other, or to accept any Confidential Information of the other.

1. **NON CIRCUMVENTION**

* 1. Each of the Parties unconditionally and irrevocably undertakes with the other that it will not for a period of twelve (12) months from the date of this Agreement solicit or entice away from the other Party any person presently in the employment of the other Party whether or not such person knows of any of the Confidential Information or would commit a breach of his contract of employment by reason of his leaving the employment of the other Party.
  2. Each of the Parties unconditionally and irrevocably undertakes with the other that it will not for a period of twelve (12) months from the date of this Agreement solicit or entice away from the other Party any customer of the other Party who has not (prior to this agreement) been a customer of that Party.
  3. This clause does not apply to circumstances where an employee or consultant (other than professional advisor) independently and voluntarily responds to any advertisement posted by a Party for employment or the provision of services at any time.

1. **TERM AND TERMINATION**

The term of this Agreement shall commence on the effective date and shall continue for the period of the Purpose between the Parties unless sooner terminated upon prior written notice of at least one (1) month by one Party to the other. The obligations of confidentiality with respect to all confidential information shall survive the termination or expiration of this Agreement.

Upon any breach by the other Party, the other Party may terminate this Agreement by giving a seven (7) days’ notice.

1. **DATA PROTECTION**

Each Party acknowledges the importance of protecting the privacy of all information provided by the other Party and warrants that in dealing with data collected during this Agreement, they shall at all times strictly comply with the Data Protection Act No. 24 of 2019, its amendments thereto and the Data Protection Regulations.

With regard to personal data received from the Disclosing Party, the Receiving Party agrees;

(i) not to use it other than for its intended purpose,

(ii) not to disclose it to any third parties, and

(iii) not to transfer it to any countries outside Kenya, unless the Disclosing Party has given its prior written consent thereto.

The Parties shall use appropriate measures to ensure security and confidentiality of the personal data.

The Receiving Party shall notify the Disclosing Party in the most expedient time possible and without unreasonable delay of any Security Breach involving any of the Disclosing Party personal data where “Security Breach” is defined as any event involving an actual, potential or threatened compromise of the security, confidentiality or integrity of the data, including but not limited to any unauthorized access or use.

Upon termination of this Agreement, for whatsoever reason, the Receiving Party shall stop the Processing of the Disclosing Party personal data, unless otherwise agreed by the Disclosing Party, and these undertakings shall remain in force until such time as the Receiving Party no longer possesses the Disclosing Party personal data.

The Parties hereby agree that in dealing with personal data collected for the purposes of this Agreement, the personal data shall be used only in accordance with the terms of this Agreement and for purposes connected to the provision of this Agreement, in accordance with the lawful and reasonable instructions of the party providing the personal data.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Kenya. Each Party irrevocably agrees to submit to the jurisdiction of the High Court of Kenya over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

1. **DISPUTE RESOLUTION**

If a dispute, controversy or claim arises out of or relates to this agreement or the breach thereof and if the dispute cannot be settled through good faith negotiation within 21 days of an offer by one party to negotiate a settlement, the parties agree to attempt to settle the dispute by mediation in accordance with any duly accredited Mediation Service Provider. No party may commence any court proceedings or arbitration in relation to such dispute until they have attempted to settle by mediation and that mediation has terminated.

If the dispute has not been settled pursuant to the mediation within 21 days from when the mediation was instituted, upon filing of a request for arbitration by any one Party, it shall be referred to and finally determined by a single arbitrator and if the Parties are unable to agree upon the person to be appointed as arbitrator within ten (10) days from the date of the notice requesting arbitration, the arbitrator shall, at the request of either Party, be appointed by the Chairperson of the Chartered Institute of Arbitrators of the United Kingdom, Kenya Branch or failing him by the President of the Law Society of Kenya. The arbitration proceedings shall be conducted in accordance with the Kenya Arbitration Act 1995 and the Rules of the Chartered Institute of Arbitrators of the United Kingdom, Kenya Branch which Rules are deemed to be incorporated by reference to this clause. The seat of arbitration shall be Nairobi, Kenya and the language of the arbitration proceedings shall be English.

Notwithstanding the provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

1. **MISCELLANEOUS PROVISIONS**

16.1No amendment or modification to this Agreement is valid unless in writing and signed by the duly authorized representatives of both Parties.

16.2 Except where parties are required to agree on any matter in writing, this Agreement and its appendices constitute the entire agreement between the parties concerning the subject matter and supersede and replace all prior agreements relating to that subject matter.

16.3 No failure or delay in exercising any rights under this Agreement shall operate as a waiver of that right or extend to or affect any other or subsequent event, or impair any consequent rights or remedies, or in any way modify or diminish the rights of the relevant Party under this Agreement.

16.4 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or other form of joint venture between the Parties or constitute or be deemed to constitute any Party the agent or employee of the other for any purpose whatsoever.

16.5 If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, by any Court or other competent authority the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

16.6 Neither Party shall be entitled to cede its rights or delegate its obligations under this Agreement in whole or in part whether voluntarily or by operation of law, without the prior written consent of the other Party.

16.7 The provisions of this Agreement shall be severable, and the invalidity of any provision or portion thereof shall not affect the enforceability of the remaining provisions of this Agreement.

16.8 This Agreement and any amendments hereto may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

1. **NOTICES**

Any notice or other communication to be given under this Agreement shall be in writing and shall be sufficiently given if delivered:

a) By Registered Mail Ten (10) days from the date of such delivery;

b) Personally/hand delivery on the date of such delivery; or

c) Electronic Service of Notices through E-mail shall be deemed served on that day it was sent within the official business hours on a business day in the relevant jurisdiction in which it is sent. If it is sent outside business hours and on a day, not a business day, it shall be considered to be served on a subsequent day that is a business day.

To the following addresses;

**Strathmore University,**

**Madaraka Estate,**

**Ole Sangale Road,**

**P.O Box 59857 00200,**

**Nairobi**

**Email:**

AND:

**xxxxxxxxx**

**Email:**

If any Party under this Agreement changes their address or premises they shall within twenty-four hours thereafter send or deliver to the other Party written confirmation of their new address.

**18 AMBIGUITIES**

The parties hereto agree that each of them has participated in the negotiation, preparation and review of this NDA and have taken independent legal advice where necessary, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this NDA.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on this day of 2025 and agree to be legally bound by all terms and conditions contained herein.

**SIGNED for and on** behalf of )

**STRATHMORE UNIVERSITY )**

by the **DEPUTY VICE CHANCELLOR** )

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In the presence of: - )

**XXXXX**  )

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**SIGNED** for and on behalf of )

the said XXXXX)

by the XXXXX )

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…………………………………………… )

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In the presence of: - )

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Name: …………………………………...)

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Signature: ……………………………….... )