Guide

Welcome to our library of templates designed to simplify your contractual/organizational needs. Before utilizing the templates, please review this guide for a clear understanding of their purpose and proper usage.

1. Limited Responsibility

Global Mangrove Trust Limited (UEN 201829713D) offers these templates for general guidance, but assumes no responsibility for the contents of, or the consequence of using, any version of the offered templates.

1. Governing Law

All GMT templates have been set up to be governed by and construed in accordance with the laws of Singapore as a placeholder. It provides a solid and reputable legal framework, instilling confidence in the enforceability and efficacy of the agreement in the context of international climate action.

1. Usage Disclaimer

Before using any template, you should consult with a lawyer licensed in the country of your legal domicile and that of your counterparty.

The templates have been based on our and our partners’ best practice and been prepared with utmost care, yet it is imperative to acknowledge that they are not a substitute for seeking professional legal advice tailored to your specific circumstances.

1. Customization

Personalize the template by filling in all [BRACKETED] sections with the required details.
The text within a customizable [BRACKETED] section is written in all caps for enhanced visibility but should later be filled with standard capitalization.

If any amendments are made to the template, we strongly advise double-checking for any cross-references in the document that are no longer correct and need adjusting.

After customizing the template to your requirements, please remove the disclaimer regarding non-responsibility from the template's footnote.

By accessing and utilizing our legal templates, you acknowledge and agree to the terms outlined in this guide.

TWO-WAY NON DISCLOSURE AGREEMENT

between

[PARTY A]

and

[PARTY B]

## THIS AGREEMENT is made on [DAY] [MONTH] [YEAR], the Effective Date.

Between:

1. [LEGAL NAME OF PARTY A], a [TYPE] organization, incorporated in [COUNTRY], having its registered office at [ADDRESS], registration number: [NUMBER] (hereafter Party A); and
2. [LEGAL NAME OF PARTY B], a [TYPE] organization, incorporated in [COUNTRY], having its registered office at [ADDRESS], registration number: [NUMBER] (hereafter Party B),

(each a “Party” and together, the “Parties”).

# Whereas

1. For the purpose of evaluating certain services (the “Services”) to be provided by the Parties, each Party has agreed to provide to the other Party Confidential Information (as defined below) relating to the Parties.
2. In consideration of the Parties disclosing to each other the Confidential Information the Parties have agreed to the terms set out below.

IT IS HEREBY NOW AGREED as follows:

# Undertaking

* 1. Each Party undertakes on behalf of itself, its directors, employees and officers:
		1. to maintain the Confidential Information in strict confidence and, save as provided herein, not to divulge any of the Confidential Information to any third Party;
		2. not to make use of the Confidential Information other than for the purpose of the Services;
		3. to restrict access to the Confidential Information only to its own responsible employees who need to have such access for the purposes of the Services and to impose upon such employees obligations of confidentiality equivalent to those contained herein (and each Party confirms it will be responsible for any breach of the terms agreed by any such employee);
		4. that the Confidential Information disclosed by the other Party shall not be deemed to confer any proprietary rights upon the Party to whom the Confidential Information is disclosed;
		5. to take or to permit to be taken only such copies of any document or other material (in whatsoever medium) embodying any of the Confidential Information as are reasonably necessary for the purposes mentioned herein and to forthwith on request at any time return (and procure the return by any third Party to whom disclosure of any of the Confidential Information by it has been made) to the other Party or as it may direct all or any of the documents or other material containing or embodying the Confidential Information together with all copies thereof and extracts therefrom save that the recipient Party may retain one copy of the Confidential Information if required to do so in order to comply with its legal or regulatory obligations;
		6. to confirm to the other Party in writing at any time on request that it has complied with the provisions hereof; and
		7. if a Party receives any communication requesting disclosure of any of the Confidential Information or indicating an intention to obtain or the fact that there has been obtained any order which would oblige the Party in law to disclose any of the Confidential Information, the Party will (provided it is legally able to do so and as soon as reasonably practicable) communicate to the other Party the fact that the communication has been received and all details of the same with a view to the Parties co-operating to allow the other Party to take reasonable steps to ensure so far as is possible that the Confidential Information are maintained in the strictest confidence.
	2. The Parties agree that the restrictions contained in this paragraph are no greater than is reasonable and necessary for the protection of the other Party’s interests.

# Acknowledgement and Confirmation

* 1. The Parties further acknowledge and confirm to each other as follows:
		1. neither Party, their employees, directors or representatives accept responsibility or liability for or make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith;
		2. the provisions of this agreement shall continue in effect notwithstanding any decision by the Parties not to proceed with the proposed Services or any return or destruction of the Confidential Information; and
		3. that damages alone would not be an adequate remedy for any breach of the provisions of this Agreement and, accordingly, without prejudice to any and all other rights or remedies that the disclosing Party may have against the receiving Party, the disclosing Party shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement.

# Exemption

* 1. The above undertakings shall not apply to Confidential Information which:
		1. is or becomes publicly available other than as a result of a breach of this agreement or becomes lawfully available to a Party from a third Party free from any confidentiality restriction; or
		2. the receiving Party is required to disclose;
1. by law;
2. by any rule or regulation of any exchanges;
3. by any Court procedure; or
4. by any rule or regulation of any governmental; or
5. quasi-governmental authority, provided that, so far as is practicable to do so, the receiving Party shall consult with the disclosing Party prior to such disclosure with a view to agreeing its timing and content.

# Definition of Confidential Information

“Confidential Information” means any and all information in whatever form whether disclosed orally or in writing or whether eye readable, machine readable or in any other form including, without limitation, the form, materials and design of any relevant equipment or any part thereof, the methods of operation and the various applications thereof, processes, formulae, plans, strategies, data, know-how, designs, photographs, drawings, specifications, technical literature and any other material made available by one Party to the other or gained by the visit by a Party to any establishment of the other Party whether before or after this Agreement is entered into, for the purpose of considering, advising in relation to or furthering the Services (and any information derived from such information).

# Term

The obligations set out in this Agreement shall continue for a period of three years from the date of this Agreement.

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# Governing Law and Jurisdiction

This Agreement and any non-contractual obligations connected to it will be governed by and construed in accordance with the laws of Singapore, without reference to any conflict of laws rule that would result in the application of the laws of any other jurisdiction. Each Party agrees that upon the other Party’s request, all disputes arising hereunder shall be adjudicated in the courts having jurisdiction over disputes arising in Singapore, and each Party hereby agrees to consent to the personal jurisdiction of such courts.

# Third Parties

A person who is not a Party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

*[Remainder of page intentionally left blank]*

Execution by the Parties

| For and on behalf of [*PARTY A*] | For and on behalf of [*PARTY B*] |
| --- | --- |
|  |  |
| Name: Title: Date:  | Name: Title: Date: |