Nautilus Education **Non-Disclosure Agreement (NDA)**

**This Agreement is made on [Insert Date]**  
**Between:**  
**Nautilus Education Ltd**, a company incorporated in England and Wales, with its registered office at [Insert Address] (“Disclosing Party”)  
and  
**[Insert Recipient Name]**, of [Insert Address] (“Receiving Party”)

**1. Purpose**

The Disclosing Party intends to share certain confidential and proprietary information with the Receiving Party for the purpose of evaluating, discussing, or collaborating on educational software solutions, including but not limited to lesson observation tools, platform features, and strategic development.

**2. Definition of Confidential Information**

“Confidential Information” includes all data, documents, software, designs, business plans, technical specifications, pricing, user feedback, and any other non-public information disclosed in any form (written, oral, digital) that relates to Nautilus Education’s operations, products, or services.

**3. Obligations of the Receiving Party**

The Receiving Party agrees to:

* Maintain the confidentiality of the information and not disclose it to any third party without prior written consent
* Use the information solely for the agreed purpose
* Take reasonable steps to protect the information from unauthorised access or disclosure
* Notify the Disclosing Party immediately if any breach or suspected breach occurs

**4. Exclusions**

Confidential Information does not include information that:

* Is or becomes publicly available through no fault of the Receiving Party
* Was lawfully known to the Receiving Party before disclosure
* Is independently developed without reference to the disclosed information
* Is required to be disclosed by law or regulation (with prior notice to the Disclosing Party where legally permissible)

**5. Term**

This Agreement shall remain in effect for a period of [e.g. 3 years] from the date of signing, or until terminated in writing by either party. The confidentiality obligations shall survive termination for a further [e.g. 2 years].

**6. Ownership**

All Confidential Information remains the property of the Disclosing Party. No licence or transfer of intellectual property rights is granted under this Agreement.

**7. Return or Destruction**

Upon request, the Receiving Party shall promptly return or destroy all copies of Confidential Information and confirm such action in writing.

**8. Remedies**

The Disclosing Party may seek injunctive relief and/or damages in the event of breach, recognising that unauthorised disclosure may cause irreparable harm.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**10. Signatures**

**Signed by:**

Name: [Insert Name]  
Title: [Insert Title]  
For and on behalf of Nautilus Education Ltd

**Signed by:**

Name: [Insert Name]  
Title: [Insert Title]  
For and on behalf of [Insert Recipient Name]