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Non-Disclosure and Confidentiality Agreement

Template for investigation and case-review engagements

This is a generic template only. It must be adapted to the specific engagement, and reviewed by qualified legal counsel, before use. It does not constitute legal advice.

1. Parties

This Non-Disclosure Agreement ("Agreement") is entered into on [DATE] between: (a) EngEthics Consulting NL, registered in the Netherlands under KVK number 80237541, with registered address at Johan de Wittstraat 5, 2242LA Wassenaar, the Netherlands, represented by François Dorléans ("EngEthics"); and (b) [CLIENT LEGAL NAME], registered under [JURISDICTION] with registration number [NUMBER], having its registered office at [ADDRESS] ("the Client"), each a "Party" and together the "Parties".

2. Purpose

The Parties intend to explore, negotiate or conduct an engagement relating to [DESCRIPTION OF MANDATE — e.g., root cause analysis, complex administrative or operational case review, technical or organisational investigation] (the "Purpose"). In the course of the Purpose, either Party may disclose to the other certain confidential and proprietary information.

3. Definition of Confidential Information

"Confidential Information" means any information, in any form, disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party") in connection with the Purpose, including but not limited to technical data, incident records, operational data, root-cause findings, case files, and financial information, and any other information reasonably understood to be confidential given its nature or the circumstances of disclosure.

4. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully known to the Receiving Party prior to disclosure; (c) is independently developed without use of the Confidential Information; (d) is rightfully received from a third party without breach of any confidentiality obligation; or (e) is required to be disclosed by law, regulation, or a valid order of a competent authority, provided the Receiving Party gives prompt notice where legally permitted.

5. Obligations of the Receiving Party

The Receiving Party shall: (a) use the Confidential Information solely for the Purpose; (b) protect it with at least the same degree of care used for its own confidential information, and no less than a reasonable standard of care; (c) not disclose it to any third party without prior written consent, save to employees, agents or advisers with a genuine need to know and bound by equivalent confidentiality obligations; (d) not reproduce it beyond what is reasonably necessary for the Purpose.

6. Specific provisions for investigation engagements

Where the Purpose involves an investigation, root cause analysis, or complex case review conducted by EngEthics, the Client acknowledges that: (a) findings, working papers and analysis produced by EngEthics may themselves constitute Confidential Information of EngEthics unless otherwise agreed in writing; (b) EngEthics may refer to anonymised or generic descriptions of prior comparable engagements (for example, by reference to "operators" in general terms) in its own professional or promotional materials, without identifying the Client, and such generic references shall not constitute a breach of this Agreement.

7. Term

This Agreement shall remain in effect for a period of [NUMBER] years from the date of signature, or until superseded by a further written agreement between the Parties, whichever occurs first. The confidentiality obligations in clauses 5 and 6 shall survive termination for a period of [NUMBER] years.

8. Return or destruction of information

Upon written request of the Disclosing Party, or upon completion of the Purpose, the Receiving Party shall return or securely destroy all Confidential Information and confirm such destruction in writing, save for one archive copy retained solely for legal or compliance purposes.

9. No licence, no obligation

Nothing in this Agreement shall be construed as granting any licence or right in the Confidential Information beyond the Purpose, nor as obliging either Party to proceed with any further engagement, contract, or transaction.

10. Remedies

The Parties acknowledge that unauthorised disclosure of Confidential Information may cause harm for which monetary damages may be an inadequate remedy, and that the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedy available at law.

11. Governing law and jurisdiction

This Agreement shall be governed by the laws of the Netherlands. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of The Hague, the Netherlands, unless the Parties agree in writing to an alternative forum.

12. Signatures

For EngEthics Consulting NL — Name: François Dorléans — Title: Founder — Date: _____ — Signature: _____

For the Client — Name: _____ — Title: _____ — Date: _____ — Signature: _____

Chapter — List of references

No external sources. This template was drafted for EngEthics Consulting NL's own adaptation and use, and requires legal review before execution.

Chapter — Definition of acronyms

KVK: Kamer van Koophandel (Dutch Chamber of Commerce registration number). NDA: Non-Disclosure Agreement.