

NON-DISCLOSURE AGREEMENT FOR NETA BETA TESTING

Effective Date: By accessing or using the NETA (Nature Education Tracking Application) beta version, you agree to be bound by this Non-Disclosure Agreement ("Agreement") with the **Forest School Association** ("FSA", "We", or "Us"), a Limited Company and Registered charity, registered in England and Wales under number **Registered Charity Number: 1155616 and Company Number: 8164851**, with its registered office at Unit A, 82 James Carter Road, Mildenhall, IP28 7DE. If you do not agree, you **must not** use the NETA beta version.

1. Purpose

This Agreement protects confidential information shared with you ("Tester" or "You") during the beta testing of NETA, a mobile application for tracking nature-based education activities.

2. Definition of Confidential Information

"Confidential Information" includes all information related to NETA, including but not limited to:

- The app's features, functionality, user interface, code, designs, and documentation.
- Feedback, bug reports, test results, or performance data you generate.
- Any personal data (as defined under the UK GDPR) processed during testing.
- Any trade secrets, business plans, or intellectual property of the FSA.

Exclusions: Information is not confidential if it is: (a) publicly available without your breach; (b) already known to you without confidentiality obligations; (c) independently developed by you without using our information; or (d) required to be disclosed by law (see Section 6).

3. Your Obligations

By using NETA, you agree to:

- Use Confidential Information only for beta testing and providing feedback to the FSA.
- Keep all Confidential Information strictly confidential and not share it with anyone, including on social media, forums, or platforms like X, without our prior written consent.
- Not copy, reverse engineer, decompile, or attempt to derive the app's structure or code.
- Take reasonable steps to protect Confidential Information (e.g., secure your devices and accounts).
- Not publish screenshots, videos, or descriptions of NETA without our permission.

4. Intellectual Property

- All rights in NETA and its Confidential Information remain with the FSA.
- Any feedback or suggestions you provide about NETA may be used by the FSA without compensation, and you grant us a perpetual, royalty-free licence to use such feedback.

5. Data Protection

If NETA processes personal data, both parties will comply with the UK GDPR and Data Protection Act 2018. You agree to:

- Process personal data only for beta testing as instructed by the FSA.
- Implement reasonable security measures to protect personal data (e.g., secure passwords).
- Notify us immediately of any data breach.
- Not transfer personal data outside the UK without our consent and appropriate safeguards.

6. Permitted Disclosures

You may disclose Confidential Information if required by law or a court order, but you must notify us promptly (where legally permitted) to allow us to seek protective measures.

7. Return or Destruction

At the end of the beta testing period or upon our request, you must delete all copies of NETA and related Confidential Information from your devices and confirm deletion in writing if requested.

8. Duration

Your confidentiality obligations continue for two (2) years after the beta testing ends, or indefinitely for trade secrets, unless NETA is publicly released without confidentiality restrictions.

9. Breach and Remedies

Breaching this Agreement may cause irreparable harm to the FSA. We may seek injunctive relief, damages, or other remedies. You will indemnify us for losses caused by any breach.

10. Governing Law

This Agreement is governed by the laws of England and Wales. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

11. Miscellaneous

- **Entire Agreement:** This is the complete agreement regarding NETA beta testing and supersedes prior agreements.
- **Severability:** If any part is invalid, the rest remains enforceable.
- **No Waiver:** Our failure to enforce any term does not waive our rights.
- **Electronic Acceptance:** By using NETA, you electronically agree to this NDA.

Contact Us: For questions, contact enquiries@forestschoollassociation.org