
**BICTD
NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made the _____ (DD) _____ (MM) _____ (YYYY)

BETWEEN:

(1) Child Trauma and Dissociation Ltd t/a BICTD a company registered in England under number 6986186 whose registered office is at Unit A2, Croft Head Business Park, Dale Lane, Huddersfield, HD8 9BQ (“the Disclosing Party”) and

(2) _____ (Insert Full Name)

(Insert Full Address) (“the Receiving Party”)

WHEREAS:

- (1) The Disclosing Party wishes to disclose to the Receiving Party information (as outlined in Schedule 1) which is confidential to the Disclosing Party (such disclosure to be only for the Stated Purposes set out in Schedule 2).
- (2) The Disclosing Party wishes to ensure that that information is kept confidential and to prevent the Receiving Party from misusing or further disclosing that information to third parties without authorisation.
- (3) In consideration of the Disclosing Party disclosing the Confidential Information to the Receiving Party, the Receiving Party hereby agrees that it will accept the Confidential Information subject to, and in accordance with the terms and conditions of this Agreement which will accordingly take effect and be binding as a contract.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Confidential Information” means the information outlined in Schedule 1 and any further information designated at or before the time of disclosure by the Disclosing Party as confidential, whether or not such information is of a commercially (or other) sensitive nature, and in whatever tangible or intangible form the information exists or is communicated;

“Intellectual Property Rights” means (a) any and all rights (whether or not registered or registrable) subsisting in any jurisdiction in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and email addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, trade and other secrets, rights in designs and inventions;

(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and

(d) the right to sue for past infringements of any of the foregoing rights; and

“Stated Purposes” means the purposes set out in Schedule 2 for which the Receiving Party may use the Confidential Information.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a “Party” or the “Parties” refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.

2. Disclosure

- 2.1 The Disclosing Party has a commercial or other interest in all such Confidential Information as it may disclose to the Receiving Party after the Parties enter into this Agreement.
- 2.2 The Receiving Party shall, subject to the provisions of Clause 7, at all times maintain as confidential and shall not use or exploit [or reproduce] any part or the whole of the Confidential Information directly or indirectly for any purposes

other than the Stated Purposes without the express written consent of the Disclosing Party. Such unauthorised purposes may include, but are not limited to:

- 2.2.1 Reproducing (or attempting to reproduce) any part of the Confidential Information, or to investigate or uncover otherwise undisclosed aspects of the Confidential Information (including, but not limited to, related confidential information);
 - 2.2.2 Any form or copying, taking images, photos or screenshots.
 - 2.2.3 Using the Confidential Information, whether directly or indirectly, to procure (or attempt to procure) any commercial advantage for the Receiving Party, or a commercial disadvantage to the Disclosing Party;
 - 2.2.4 Carrying out any processes, making any inventions, further developments or applications for any registered Intellectual Property Rights from or based upon the Confidential Information;
 - 2.2.5 Sharing the Confidential Information with any person of any kind, colleague or otherwise.
 - 2.2.6 Allowing group participation, viewing or disclosure of any kind.
 - 2.2.7 Publically disclosing any aspect of the Confidential Information, including but not limited to making reference to any part or aspect of the Confidential information on social media or by any other verbal or non-verbal means of communication.
- 2.3 The Receiving Party shall take all reasonable organisational, physical and technical measures to preserve the confidentiality of the Confidential Information.
- 2.4 In the event that the Confidential Information incorporates any personal data (as defined by the Data Protection Act 1998) (“the Act”), the Receiving Party shall ensure that it fully complies with the Act and in particular:
- 2.4.1 The Receiving Party shall ensure that it has in place suitable organisational, physical and technical measures to facilitate its compliance with the Act [such measures evidenced in the Receiving Party’s Data Protection Policy attached in Schedule 3]; and
- 2.5 Following the fulfilment of the Stated Purposes or, if sooner, on demand by the Disclosing Party, the Receiving Party shall return all Confidential Information forthwith to the Disclosing Party and shall further provide a certificate to the Disclosing Party certifying that no copies of the Confidential Information have been made or retained.

3. Storage & Access of Confidential Information

- 3.1 The Receiving Party shall not in any way copy and/or store any of the information made accessible by the disclosing party.
- 3.2 Where the Receiving Party has been granted access to the information, access to such information must remain restricted and only to be accessed by the Receiving Party.
- 3.3 The Receiving Party agrees that it will at no time or under any circumstances provide access to the information for any other third, or outside party.
- 3.4 The Receiving Party agrees to keep all login information secure and notify the Disclosing party immediately if they believe there has been a breach of

security of login details or any other aspect of the Confidential Information.

4. **Third Party Disclosure and Undertakings**

4.1 The receiving party is strictly prohibited from allowing any third party disclosure of any kind.

5. **Proprietary Rights**

The Confidential Information and all Intellectual Property Rights subsisting therein shall remain the property of the Disclosing Party (or its licensors, as appropriate) and the disclosure of the Confidential Information to the Receiving Party shall not confer upon the Receiving Party any rights whatsoever in any part of the Confidential Information.

6. **Exceptions to Non-Disclosure and Confidentiality**

The obligations set out in this Agreement relating to Confidential Information shall not apply where the same can be proven using documentary evidence produced by the Receiving Party to any information that:

- 6.1 is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party, and the Receiving Party is free of any other obligations of confidentiality with respect to it;
- 6.2 is in, or comes into, other than through any breach of this Agreement or other wrongful act or default of the Receiving Party, general circulation in the public domain;
- 6.3 is received by the Receiving Party from a third party free of any obligations of confidentiality similar to those set out in this Agreement, provided such receipt is not of itself a breach of this Agreement [or any similar agreement between that third party and the Disclosing Party];
- 6.4 is, prior to disclosure by the Disclosing Party, already in the possession of the Receiving Party having been independently developed by the Receiving Party;
- 6.5 is disclosed to a third party by the Disclosing Party free of any obligations of confidentiality similar to those set out in this Agreement;
- 6.6 is approved for disclosure in writing by the Disclosing Party;
- 6.7 is declared by the Disclosing Party in writing to no longer be confidential;
- 6.8 is required by law, by any court of competent jurisdiction lawfully requesting the same to be disclosed, provided that the Receiving Party notifies the Disclosing Party in advance of such disclosure.
- 6.9 Taking secure limited personal notes for personal development strictly in line with the purposes outlined in Schedule 2.

7. **Term**

- 7.1 The obligations of confidentiality set out in this Agreement shall continue indefinitely, subject only to the exclusions set out in Clause 6.
- 7.2 As fully detailed in sub-Clause 2.5, following the expiry or termination of this Agreement, the Receiving Party shall return the Confidential Information to the

Disclosing Party and shall ensure that no copies thereof are retained.

8. **Enforcement and Indemnity**

- 8.1 Any breach of confidentiality will result in the Receiving Party being reported to the Police for breach of data protection as well as a deliberate attempt to circumvent the Disclosing Party's protocols for data and information access; furthermore, the receiving party will be reported to their official Registered Body for breaching confidentiality; both Parties hereby acknowledge that damages alone are unlikely to be an adequate remedy for any breach by the Receiving Party of this Agreement.
- 8.2 The Disclosing Party shall, without prejudice to any and all other rights and remedies which may be available, be entitled to the remedies of injunction, specific performance and other equitable relief for any breach of this Agreement by the Receiving Party, actual or threatened.
- 8.3 In addition to any rights or remedies whether at law or in equity to which the Disclosing Party may be entitled, the Receiving Party hereby agrees to indemnify the Disclosing Party against any and all liabilities and financial or other loss, damage, costs or expenses (including legal costs on a full indemnity basis), direct or indirect, which may arise out of its breach of this Agreement and/or the use/application of the Confidential Information (including, where applicable, any breaches by the Receiving Party of the Data Protection Act 1998 which render the Disclosing Party liable).

9. **Exclusion and Limitation of Liability**

- 9.1 The Disclosing Party shall not have any obligation either to enter into any further transaction or agreement with the Receiving Party or to provide any, or any particular, information to the Receiving Party.
- 9.2 Neither the Disclosing Party, nor any of its employees, officers, agents, sub-contractors, subsidiaries or any other third parties associated therewith shall owe any duty of care in the provision of any information to the Receiving Party or accept any responsibility or liability for, or make any representation or warranty, express or implied, that the Confidential Information is accurate or complete.
- 9.3 Nothing in this Agreement shall limit or exclude the liability of either Party for fraud or fraudulent misrepresentation.

10. **Non-Assignment of Agreement**

The Receiving Party may not assign, transfer, sub-contract, or in any other manner make available to any third party the benefit and/or burden of this Agreement without the prior written consent of the Disclosing Party, such consent not to be unreasonably withheld.

11. **Communication**

- 11.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party giving the notice or by a duly authorised officer thereof, as appropriate.
- 11.2 Notices shall be deemed to have been duly given:

- 11.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 11.2.2 when sent, if transmitted by facsimile or email and a successful transmission report or return receipt is generated; or
 - 11.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 11.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 11.3 All notices under this Agreement shall be addressed to the most recent address, facsimile number, or email address notified to the other Party.

12. No Waiver

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

13. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

14. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

15. Third Party Rights

No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

16. Variation

No variation of or addition to this Agreement shall be effective unless in writing signed by each of the Parties or by a duly authorised person on its behalf.

17. Law and Jurisdiction

- 17.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

This Agreement has been duly executed the day and year first before written by:

Title: _____

Full Name: _____

Professional Registration Body Name: _____

Professional Registration Body Number: _____

Signature: _____

SCHEDULE 1

The Confidential Information

Any information of any kind accessed online via the BICTD e-learning/video platform or its online video Resource Platform (#RP).

Any information of any kind accessed online via video conferencing.

Any information of any kind accessed via the onsite BICTD Archive days.

Any information of any kind issued by BICTD to the Receiving Party during any communication of any kind.

SCHEDULE 2

The Stated Purposes

The sole purpose of disclosing any confidential information of any kind is for the Receiving Party to utilise such information in their personal development and training to further their progress in working with traumatised and dissociative children.

The receiving party is only authorised to apply such confidential information in the physical practising of therapeutic work when treating the traumatised and/or dissociative child.