

# **NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT**

Between

.....  
(hereinafter referred to as "**STUDENT**")

and

**THE CHILDS DIGNITY**  
(hereinafter referred to as "**THE ORGARNIZATION**")

This Non-Disclosure Agreement is made this ..... day of.....202.....

**BETWEEN**

**The Child's Dignity** (hereinafter referred to as "**The Child's Dignity**" which expression shall where the context so admits include its successors and permitted assigns) of the first part;

**AND**

..... (hereinafter referred to as "**Student**" which expression shall where the context so admits include its successors and permitted assigns) of the last part.

**PURPOSE:**

The purpose of this Agreement is to protect the confidentiality of sensitive information that the Student may encounter during their internship with the Organization.

**DEFINITIONS**

**Confidential Information:** For the purposes of this Agreement, "Confidential Information" refers to any data, materials, documents, communications, reports, or any other information that is disclosed by the Organization to the Student, or that the Student has access to during the internship, whether orally, in writing, or through observation, that is not publicly known.

This includes, but is not limited to:

1. Personal information about children, elderly residents, and patients.
2. Medical records, case histories, and psychological assessments.
3. Research data and findings.
4. Operational procedures, methodologies, and practices.
5. Financial information, reports, and records.
6. Any other information marked or identified as confidential.

**Organization:** For the purpose of this Agreement, "Organization" refers to The Child's Dignity and its partner organisations.

**Disclosure:** For the purpose of this Agreement, "Disclosure" refers to making information known to a third party who was not in possession or privy to the said information.

## OBLIGATIONS OF THE STUDENT

The Student agrees to:

1. **Confidentiality:** Maintain the confidentiality of all Confidential Information during and after the internship period.
2. **Non-Disclosure:** Not disclose any Confidential Information to any third party without the prior written consent of the Organization.
3. **Non-Use:** Not to use any Confidential Information for any purpose other than fulfilling their internship responsibilities, unless expressly authorized in writing by the Organization.
4. **Protection of Information:** Take all reasonable steps to protect and preserve the confidentiality of the Confidential Information, including securing documents and avoiding unauthorized access to digital information.

## OBLIGATIONS OF THE ORGANIZATION

The Organization agrees to:

1. **Provision of Information:** Provide the Student with access to relevant information, materials, and resources necessary for the successful completion of their internship.
2. **Training and Guidance:** Offer adequate training and guidance to the Student on the handling of Confidential Information, ensuring that they understand their responsibilities and the importance of maintaining confidentiality.
3. **Support and Supervision:** Assign a qualified supervisor to the Student who will support and oversee the Student's work, ensuring that they have the necessary guidance to fulfil their internship duties.
4. **Protection of Student Information:** Treat any personal information or data related to the Student, including academic records and performance evaluations, as confidential and protect it in accordance with applicable data protection laws.

## EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that:

1. Was already in the Student's possession before disclosure by the Organization.
2. Is or becomes publicly available through no fault of the Student.
3. Is lawfully obtained from a third party without any obligation of confidentiality.
4. Is independently developed by the Student without the use of the Confidential Information.

**NOW THEREFORE**, in consideration of the terms and conditions contained in this non-disclosure agreement, the Parties agree as follows: -

1. To maintain confidential information in strict confidence and to use it only for the purposes of carrying out the instructions as provided in the MOU.
2. Not to copy, reproduce, publish, disclose, use, sample and or otherwise make any copies or reduce to writing any part thereof except as may be reasonably necessary in regards to the objectives of the agreements and instructions of either party and that any copies reproductions or reductions to writing so made shall be and remain the respective sole property of either the organization or the student.
3. Not to disclose the same whether to organisations employees or to third parties except in confidence to such of its employees or directors who need to know the same and to procure that:
  - (i) such employees and directors are obliged by their contracts of employment or service not to disclose the same, and
  - (ii) the receiving party shall enforce such obligations at its expense and at the request of the disclosing party in so far as breach thereof relates to the disclosing party's Confidential Information;

**IN WITNESS WHEREOF** the parties have executed this agreement on the day and year first hereinbefore written.

**EXECUTION**

IN WITNESS WHEREOF this Agreement has been duly executed by the parties on this.....day of.....202.....

Sealed with the Common Seal of the Contracting Entity  
The Childs Dignity

In the presence of:

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Student

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