

Hidden Disabilities Sunflower Training Assets Mutual Non-Disclosure Agreement

This MOVIE TRAINING ASSETS NON-DISCLOSURE AGREEMENT, hereinafter known as ‘the Agreement’ is entered into by and between:

Hidden Disabilities Sunflower Scheme Limited (the ‘Releasor’) of 167-169 GREAT PORTLAND STREET, LONDON, W1W 5PF and

(the ‘Recipient’) of

On _____ (the ‘Effective Date’)

The Releasor and the Recipient are referred in this Agreement where the context requires as the Parties or the or a Party

Article I: Project

Whereas the Releasor has produced a film entitled Hidden Disabilities Sunflower Training Videos (the ‘Project’), all information about the film and script, including any and all concepts, ideas and materials relating thereto and whether in written, oral, electronic or other form shall hereafter be deemed confidential and proprietary information (‘Confidential Information’).

Article II: Use and Disclosure

The Recipient understands and agrees that the use and disclosure by it of (a) the Project is solely for the purposes of training the Recipient’s employees and (b) any Confidential Information shared with it by the Releasor cannot be made available by the Recipient to any other person, entity or third party except for:

(a) the purposes of carrying out business relating to the Project or the Releasor or (b) as may be authorised by the Releasor in writing or (c) is in accordance with this Agreement or (d) required by legal obligation or (e) where the Project and/or Confidential Information has entered the public domain and thereby becomes public knowledge. An example of (c) and/or (d) is set out in Article IX of this Agreement.

It is the responsibility of the Recipient to take all reasonable measures to safeguard from being or becoming publicly available outside the Recipient’s organisation: (i) the Project, disclosing it only to its employees for the aforesaid training purposes, and (ii) the Confidential Information.

Article III: Annual Subscription for Access to the Releasor’s Resources

It is hereby acknowledged by the Parties that the Recipient pays to the Releasor an annual subscription to have access to the Releasor’s videos, materials and resources which payment extends to the Project and as appropriate the Confidential Information.

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Article IV: Termination

This Agreement will commence on the Effective Date and continue unless and until either Party terminates it or both Parties by mutual agreement terminate it in accordance with this Article.

This Agreement may be terminated by either Party serving on the other Party or both Parties mutually serving on each other a written notice of one (1) month's duration.

On the termination of this Agreement the Recipient will return the Project and the Confidential Information to the Releasor within six (6) weeks and thereafter but subject to the terms of this Agreement the Recipient's liabilities and obligations with respect to the use, security and confidentiality of the Confidential Information will forthwith cease and revert solely to the Releasor.

Article V: Property Rights

Nothing in this Agreement will be construed as granting to or conferring upon the Recipient any right, title, interest or license in any intellectual property rights or the Confidential Information.

Article VI: No Guarantees

This Agreement pertains solely to the confidential nature of the Project and in no way guarantees or suggests employment of the Recipient and it does not provide terms for compensation or expenses related to the Project. Any employment, compensation or financial arrangements made between the Parties shall be set out in a separate written agreement and shall have no effect on the binding terms and conditions herein.

Article VII: Legal Claim

Subject to Article IX of this Agreement the Recipient acknowledges that any unauthorised use or disclosure by the Recipient of Confidential Information might give rise to a claim by the Releasor against the Recipient for damages, losses, costs, expenses or injunctive relief. The aforementioned possibility of a claim by the Releasor against the Recipient is without prejudice to any counterclaim which the Recipient might be able to bring against the Releasor or an entirely separate claim by the Recipient against the Releasor in relation to this Agreement or otherwise.

Article VIII: Data Protection

Each Party shall comply with (a) the UK General Data Protection Regulation (GDPR), (b) insofar as it is applicable the EU GDPR, (c) all relevant obligations under the Data Protection Act 2018 (and as such legislation in (a), (b) and (c) may be amended or replaced from time to time) and (d) associated codes of practice (as may be updated or re-issued from time to time) when processing personal data relating to any employee, customer, client or agent of either Party.

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Article IX: Freedom of Information

The Releasor acknowledges that the Recipient is subject to:

- (1) The requirements of the Freedom of Information Act 2000, The Environmental Information Regulations 2004 and the Local Audit and Accountability Act 2014 and shall assist and co-operate with the Recipient to enable the Recipient to comply with its information disclosure and audit obligations.
- (2) Transparency obligations which require the Recipient to publish certain contract information and materials. Accordingly and notwithstanding any other term of this Agreement the Releasor hereby gives its consent for the Recipient to publish this Agreement (save and except such matters as the Recipient is by law able to exclude as being confidential, commercially sensitive, or otherwise not in the public interest to disclose) to the general public in whatever form the Recipient decides. The Releasor shall render such assistance and co-operate with the Recipient to enable such publication, including, if the Recipient so requires, assisting the Recipient at no additional cost to the Recipient in the redaction of such contract documents prior to publication to eliminate material considered confidential, commercially sensitive, or otherwise not in the public interest to disclose.

Article X: Variation

No variation of any of the conditions of this Agreement shall be valid unless it is agreed in writing and signed by the duly authorised representatives of each Party (the identity of those representatives having been notified by each Party to the other Party before the variation is executed and completed)

Article XI: Bribery and Corruption

The Recipient will cancel this contract and recover from the Releasor the amount of any loss resulting from such cancellation if any acts or omissions are carried out which amount to bribery and/or corruption which are found to have been committed in relation to this contract or any contract with the Recipient or if the like acts have been done by any person employed by the Recipient or acting on the Recipient's behalf (whether with or without the knowledge of the Releasor) or if in relation to any contract with the Recipient the Releasor or any person employed by the Recipient or acting on its behalf has committed an offence under the Bribery Act 2010.

Article XII: Notices

No notice required or permitted by or under this Agreement to be served by either Party on the other Party shall be valid or effective unless it is addressed to the signatories to this Agreement (or their authorised representatives where previously notified in writing) and sent by recorded delivery to the Party receiving the notice at the address specified at the head of this Agreement or to such other address as either Party may notify to the other Party in writing.

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Article XIII: Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior and contemporaneous agreements and may not be amended, altered or changed without written consent by both Parties to this Agreement or their authorised representatives.

Article XIV: Severability

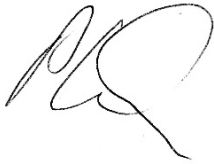
If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.

Article XV: Governing Law

This Agreement shall in all respects be construed and operate as an English contract and in conformity with English law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated at the head of this Agreement namely the Effective Date

Releasor Signature:



Releasor Printed Name and Designation: Paul White – CEO Hidden Disabilities Sunflower Scheme Limited

Recipient Signature:

Recipient Printed Name and Designation:

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