



## Canadian Association for Play Therapy

### Confidentiality Agreement

This Agreement made as of January 2023, between the Canadian Association for Play Therapy

(CAPT) and \_\_\_\_\_  
Recipient's Name.

1. **Confidential Information.** CAPT proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all , Board discussions, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by CAPT. Confidential Information disclosed orally shall be identified as such within ten (10) days of disclosure. Nothing herein shall require CAPT to disclose any of its information.
2. **Recipient's Obligations.** Recipient agrees that the Confidential Information is to be considered confidential and proprietary to CAPT and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with CAPT and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from CAPT to any other party whatsoever except with the specific prior written authorization of CAPT.

Confidential Information furnished in tangible form shall not be duplicated or held by Recipient except for purposes of this Agreement. All original files are to be held in the CAPT HQ locked filing facilities. Upon the request of CAPT, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.

3. **Term.** The obligations of Recipient herein shall be effective from the date CAPT last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between CAPT and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.
4. **Other Information.** Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to CAPT along with the asserted grounds for disclosure.
5. **No License.** Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity. Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with CAPT.
7. Governing Law & Equitable Relief. This Agreement shall be governed and construed in accordance with the laws of Canada and the Province of Ontario and Recipient consents to the exclusive jurisdiction of the provincial courts and Canadian federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, CAPT may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect CAPT against any such breach or threatened breach.
8. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.
9. Non-Assignment. Recipient may not assign this Agreement or any interest herein without CAPT's express prior written consent.
10. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
11. No Implied Waiver. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

\_\_\_\_\_  
Name: Scott Kettles  
CAPT Executive Director

\_\_\_\_\_  
Recipient's Signature:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date