**Terms and conditions for viewing Derby City Relational Approaches video content commissioned from and produced by Independent Thinking Associates**

These terms and conditions ("Agreement") are entered into for the academic year 2024-25, by and between:

**Disclosing Party:** [Derby City Virtual School], with its principal place of business at [The Council House, Derby] ("Disclosing Party").

**Receiving Party:** The school accessing the video content and supporting materials

**1. Definition of Confidential Information**

For the purposes of this Agreement, the video materials provided as part of the Relational Approaches staff training will be seen as "Confidential Information" and shall include any video content, recordings, footage, scripts, storyboards, visual effects, and any related materials or documentation disclosed by the Disclosing Party to the Receiving Party, whether in digital, electronic, or physical form.

**2. Purpose of Disclosure**

The Receiving Party acknowledges that the Confidential Information is being disclosed solely for the purpose of viewing, reviewing, and providing continuous professional development to school staff during the academic year 2024-25. ("Permitted Purpose").

**3. Obligations of the Receiving Party**

The Receiving Party agrees to:

* Maintain the confidentiality of the Confidential Information and take all reasonable steps to protect it from unauthorized use, disclosure, or access.
* Use the Confidential Information solely for the Permitted Purpose and not for any other purpose.
* Not disclose, copy, reproduce, or distribute the Confidential Information, in whole or in part, to any third part.
* Not make any copies or derivatives of the Confidential Information.
* Promptly notify the Disclosing Party if the Receiving Party becomes aware of any unauthorized use or disclosure of the Confidential Information.

**4. Return or Destruction of Confidential Information**

Upon the Disclosing Party's request or upon the conclusion of the Permitted Purpose, whichever occurs first, the Receiving Party shall promptly return or destroy all Confidential Information in its possession.

**5. No License or Ownership Rights**

Nothing in this Agreement shall be construed as granting any license or ownership rights to the Receiving Party over the Confidential Information. The Disclosing Party retains all rights, title, and interest in and to the Confidential Information.

**6. Term**

The obligations of confidentiality set forth in this Agreement shall continue for the academic year 2024-25.

**7. Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral.

**8. Amendments**

This Agreement may not be amended or modified except in writing signed by both parties.

**9. No Waiver**

Failure or delay by either party to enforce any provision of this Agreement shall not constitute a waiver of its rights to subsequently enforce the same or any other provision of this Agreement.