



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made the (hereafter referred to as the “Effective Date”) between:

CREST (International) AND  
Seven Stars House  
1 Wheler Road ADDRESS  
Coventry  
West Midlands CV3 4LB

hereafter referred to as “The CREST Examination Candidate”

### RECITAL: PARTIES TO THE AGREEMENT

- (A) CREST (International). (a not for profit organisation registered in England and Wales number 09805375 whose registered office is situated at Seven Stars House, 1 Wheler Road, Coventry, West Midlands CV3 4LB, UK hereafter referred to as “CREST”) and The Examination Candidate hereby agree that it is necessary for The CREST Examination Candidate to receive information considered proprietary or confidential by CREST (“the matter”).
- (B) The Party acquiring or receiving the other Party’s information shall be referred to as the “Receiving Party”. The other Party shall be referred to as the “Disclosing Party”. Collectively, they shall be referred to as the “Parties”.

### DEFINITIONS

**CREST:** shall mean CREST (International) as the Party at Recital (A) and any and all of its group of companies.

**Examination:** shall mean any formal collection of questions, prompts, or other items collected and offered with the intent of evaluating a Candidate’s ability, aptitude, knowledge, proficiency, performance, competency, or skill. Examinations will be deemed to be inclusive of all components of an evaluation instrument, whether written questions, hands-on tasks, or any other conceivable exercise including scoring criteria.

**Examination Content:** shall mean all of the information contained in an Examination, including any questions, network infrastructure, network environments or applications used in an Examination.

1. In addition to the requirements in the following CREST Non-Disclosure Agreement (NDA) that applies to all parties who have access to CREST proprietary materials and Intellectual Property, exam candidates are required to commit to the following specific rules of engagement:
  - i) Take all reasonable measures to maintain the secrecy of all CREST Examination Content;
  - ii) Not discuss the specific Examination Content with anyone other than CREST examiners or CREST permanent staff;
  - iii) Not attempt to document Any Examination Content for any purpose;
  - iv) Not to use plagiarised content in the answers to any Examination questions with the aim of passing it off as their own;
  - v) Not to act deceptively or dishonestly during an Examination;
  - vi) Not attempt to advise, train or guide future candidates in specific Examination Content;
  - vii) Ensure that all specific Examination Content remains with CREST after the exam;



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- viii) To report to CREST any instances of deceptive or dishonest behaviour during or related to CREST Examinations;
  - ix) Agree to be legally bound to the burdens of non-disclosure as set out in this Agreement.
2. The CREST Examination Candidate agrees that each exam is seeded with unique information that can be used to trace back the source of proprietary information.
  3. The CREST Examination Candidate agrees that attempts to share specific examination content with potential future candidates will significantly devalue the qualifications that many have worked hard to legitimately achieve.
  4. The CREST Examination Candidate agrees that where there is disclosure relating to specific investigations conducted into CREST Examinations or allegations involving CREST Examinations, these will be protected in their entirety from disclosure under the provisions of this Agreement. When investigating a potential breach of this Agreement that relates to CREST Examinations, the assessment of Examination Content shall cover any collection of data, notes, labs, exercises or other forms of information about the CREST Examinations and include Examination Content which CREST may reasonably believe has been collected or documented by a candidate during or following their completion of an Examination, or obtained by a candidate from other past candidate(s).
  5. If CREST receives evidence that a candidate has broken this Agreement, appropriate sanctions may be applied including (but not limited to):
    - i) Immediate revocation of all candidate CREST qualifications;
    - ii) Barring from attempting further CREST exams for up to five (5) years;
    - iii) Legal action for breach of NDA and theft of Intellectual Property;
    - iv) Informing NCSC and CHECK Partners of the full details of the case.
  6. NOW THEREFORE, CREST hereby agrees to disclose such Information to the CREST Examination Candidate subject to the following terms and conditions:
    - i) The CREST Examination Candidate agrees and undertakes to keep confidential all Information of whatever nature provided to it by the other Party or generated as a direct result of any work which may be undertaken by the other Party or which otherwise becomes known to it during the course of the Matter (whether disclosed in writing, by electronic means, orally or pursuant to any discussions) provided it is (i) clearly marked "Confidential", "Proprietary" or with a similar legend or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the Receiving Party. Information includes (for the avoidance of doubt and without limitation) information relating to Membership Application processes, technical assessments (including but not limited to Examinations and Examination Content), weighting factors and associated criteria; customers, suppliers and employees of the Disclosing Party; the terms of business of the Disclosing Party; its business, financial, operational, commercial, sales and marketing information; business systems; software, data and data analysis; business strategies, plans, specifications; other technical Information; development processes or procedures; any other trade secrets, knowledge, know-how, competencies; and any other documents or information used in relation to a Party's business and operations (hereafter referred to as "Information");
    - ii) not to use, copy or retain any copies of Information, except for the purposes of the Matter, without the prior written consent of the disclosing party;
    - iii) to keep all Information in a safe and secure place, to keep track of the location of all Information and to protect it as if it were its own Information;



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- iv) to ensure that all Information held on a computer or device will not be accessible to persons to whom disclosure may not be made, as set out in this Agreement.
7. The Information will be protected from disclosure to anyone outside of the CREST Assessors (defined as technical examination providers) or CREST permanent staff. The Receiving Party will take the same degree of care to protect such Information of the other party as it uses to protect its own information of like importance, but with no less than a reasonable degree of care.
8. The Receiving Party agrees to be responsible for and indemnify the Disclosing Party for any breach of this Agreement.
9. Neither Party shall be in breach of Clauses 6 and 7 above if they disclose Information which:
  - i) is published or otherwise comes into the public domain other than by breach of this Agreement or;
  - ii) is received from a third party lawfully entitled to disclose the same; or
  - iii) is already known to the receiving party prior to the commencement of the Matter;
  - iv) is required to be disclosed pursuant to any law or regulation from time to time in force in the United Kingdom or by the rules of any stock exchange or by a court of competent jurisdiction or by any legal or regulatory authority (including the police) but to the extent legally permissible, the Receiving Party shall immediately notify the other of the disclosure and will co-operate with the Disclosing Party in seeking to minimise or obtain confidential treatment of the requested disclosure to the extent reasonably practical; or;
  - v) is developed by either Party at any time independently of the Information disclosed to it by the other Party by persons who have had no access to or knowledge of the Information (this must be proven by written evidence).
10. Nothing in this Agreement shall replace or prejudice any Government security classification referenced in any part of the Information and the Receiving Party undertakes to respect and observe any such classification and comply with all matters relating to it. The provisions of this Clause shall survive termination of this Agreement.
11. Each Party undertakes to comply with all applicable laws including European Data Protection legislation and any other regulation relating to the processing of personal data, and specifically to either Party's customers, suppliers and employees, during the term of this Agreement (together "Applicable Data Protection Legislation").
12. Information disclosed hereunder shall remain the property of the Disclosing Party. No licence is granted by either Party to the other either directly or indirectly in respect of their respective existing intellectual property rights or the rights of any third party or any intellectual property rights created in the course of the Matter.
13. Each Party acknowledges and agrees that a breach by a Party to this Agreement of any of the obligations contained in this Agreement may cause a Party harm and irreparable damage might result to the Disclosing Party if improperly disclosed by the Receiving Party to a third Party which may not be adequately compensated for by damages. Accordingly, each Party agrees that legal proceedings at law or in equity, including injunctive relief, may be appropriate as a cumulative and additional remedy to any other right or remedy available at law or in equity in the event of a breach hereof.



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14. All documentation produced by CREST (International) remains the sole intellectual property of CREST (International) and cannot be republished in part or whole without the express written permission of CREST.
15. All CREST materials and content on any official CREST website remains the sole intellectual property of CREST (International) and cannot be republished in part or whole without the express written permission of CREST.
16. No third party shall have any rights to enforce any term of this Agreement.
17. On termination of the Matter any Information supplied to either Party or copied by it for the purposes of the Matter shall be returned or destroyed on demand and no copies shall be retained. If required, a certificate confirming such return or destruction signed by an officer or authorised representative will be provided to the other Party.
18. Any notices under this Agreement shall be addressed to the Parties in Recital A of this Agreement and sent by pre-paid mail to the registered office addresses set out above or as subsequently advised.
19. Neither Party will issue a press release or initiate any publicity or make or cause to be made any news release or other public announcement relating to this Agreement without the prior approval of the other Party. This will not prevent any release pursuant to Clause 9(iv).
20. If any of the provisions of this Agreement are found to be invalid, illegal or unenforceable this shall not affect the validity of the remaining provisions. In the event of such occurrence, the Parties shall, in so far as it is legally permitted, agree on the replacement of the relevant provision with a valid one achieving the same or similar purpose.
21. This Agreement may not be assigned without the prior written consent of the other Party.
22. The construction, validity and performance of this Agreement shall be governed in all respects in accordance with English law and the parties submit to the jurisdiction of the courts of England and Wales.
23. This Agreement shall remain in full force and effect for a period of three years from the date that The CREST Examination Candidate either withdraws or concludes any functions whatsoever related to CREST save the provisions of Clause 10 which shall survive Termination.
24. Each Party agrees that this Agreement may be electronically signed and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
25. A signed copy of this Agreement transmitted by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

### SIGNATURES

**By signing this Agreement (v15), The CREST Examination Candidate is confirming that they will comply with all of the Non-Disclosure provisions within it.**