

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (NDA) is entered into by and between **Karen Amende** (The “Disclosing Party”), as the Director and Owner of the Picture Me Thinking professional development course for educators, and the below listed **agents** of (school or school district) _____ (zip code) _____ (The “Receiving Party”):

1. _____
2. _____
3. _____

TERMS:

- a) **Evaluation:** The Disclosing Party intends to provide access to training videos and written materials (“Confidential or Proprietary Information”) included in the Picture Me Thinking course, solely to the agents of the Receiving Party and for the limited purpose of evaluation.
- b) **Intent of Agreement:** The intention of this agreement is to **prevent the unauthorized dissemination** of the copyrighted information disclosed to The Receiving Party.
- a) **Dissemination:** Should the Receiving Party choose to disseminate the PictureMeThinking Course (or the Picture Me Thinking Model therein) to educators in the school or school district they represent, they agree to do so solely by purchasing a subscription(s) through the Disclosing Party’s website at www.picturemethinking.com. Subscriptions may be purchased by or for individual educators or on a whole-school basis, under the terms on this website.
- b) **Severability:** In the event of a legal battle over the Agreement, and it is ruled by the court that a section is void, that part can be ruled out. The rest of the Agreement remains valid.
- c) **Waiver:** Any terms and conditions of this Agreement shall only be waived or amended upon written consent from the Disclosing Party.

Agreed to by Karen Amende, Director, Picture Me Thinking: _____
(karen.amende@picturemethinking.org.)

Acknowledged and Agreed To: (*Agents’ Signature and Date*)

1. _____
2. _____
3. _____