



Guidelines, Policy and Procedure: Complaints against an EVDC Diplomate, Resident or Candidate of the College

Adopted June 2024

Updated June 2025: v.2.

Review due by: June 2028

The European Veterinary Dental College (EVDC) is incorporated under the laws of the United Kingdom as a non-profit educational organisation:
Registered in England and Wales. Company registration no.: 06950998
Company address:
European Veterinary Dental College Limited, 82B .
High Street, Sawston, Cambridge, CB22 3HJ.

The EVDC and its Diplomates are recognised by the European Board of Veterinary Specialisation.



Content

1. Introduction	3
2. Scope	3
3. Definitions	5
4. Guiding principles	5
5. Informal resolution.....	6
a. Procedure.....	6
6. Formal complaint process: Policy and Procedure.....	7
a. Policy.....	7
b. Procedure.....	8
c. Flowchart for Formal Complaints.....	13
7. Independent Assessment / Disciplinary Panel	14
8. Guidance for the Investigating Officers (IO's).....	15
9. Misconduct and gross misconduct	15
10. Record Keeping and Monitoring	18
11. Learning from complaints	18
12. Policy review and update	19
13. Contact.....	19
APPENDIX I: Statement of Veracity.....	20
Appendix II: Non-Disclosure Agreement (NDA).....	21

1. Introduction

The EVDC is committed to transparency, fairness and continuous improvement in residency training and accreditation. It is the EVDC's priority to ensure a culture of good communication, understanding and co-operation. We aim to ensure that all individuals involved with College activities can work in a safe and professional environment where all Diplomates, residents and candidates feel fully supported to fulfil the requirements of their role and individual personal development. All members of the EVDC have a responsibility to ensure that this working environment is consistently encouraged and have a responsibility to highlight and raise any concerns or practices that may not align with EVDC's overall approach in maintaining these standards or as defined in the EVDC Code of Conduct. We recognise that sometimes there may be challenges that need to be managed and resolved. The EVDC is committed to supporting all Diplomates, residents and candidates and will work with those who do raise concerns to ensure that matters are addressed fairly, consistently, transparently and effectively for all concerned.

We envisage that most challenges can be dealt with informally. If the complaint cannot be resolved informally, or it is inappropriate to do so, the formal procedure is outlined below.

We expect all individuals that raise matters or complaints to keep the details confidential, so that the matter can be investigated without any detrimental impact on the process, or the individuals concerned.

2. Scope

A complaint may be made by another College, a Diplomat of any EBVS registered college, a Resident of the EVDC or any other Specialist College, an examination candidate of the EVDC or another Specialist College, any veterinarian or member of the public and any examination invigilator. The following guidelines, policies and procedures have been modified from the EBVS best practice guidance and can be found in the current EBVS Policies and Procedures document.

A complaint about a person involved with the College may be raised on the following grounds:

1. Professional matters including, but not limited to unprofessional behaviour, falsifying or altering clinical records after the fact, false certification, dishonest clinical research and plagiarism, practising when unfit to do so, use of illegal drugs, breaching the EVDC or other professional Codes of Conduct.
2. Personal matters including, but not limited to physical, sexual, or psychological harassment or bullying.
3. Failing to meet obligations as a supervisor or residency director, failing to meet obligations as a resident.
4. Academic misconduct such as plagiarism, false authorship, examination misconduct.
5. Clinical misconduct including but not limited to animal abuse, illegal clinical procedures, unethical clinical activity, unethical clinical research, false certification.

Complaints about a Diplomate, resident or candidate relating to professional integrity, malpractice or fitness to practice should be referred to the relevant national professional regulatory body where the respondent is registered. Complainants to the College should be referred to that authority.

The EVDC has no jurisdiction over complaints originating from employment conditions, contract disputes, or dismissal disputes which should be addressed according to the employment legislation in the country from which the dispute arises.

Misconduct by a Diplomate, resident or candidate that directly impacts the function of the college should be considered where appropriate, which according to the EVDC Constitution and Bylaws includes any unprofessional or unethical behaviour.

No individual will suffer disadvantage, retaliation, or discrimination for raising a concern in good faith.

3. Definitions

EVDC- European Veterinary Dental College.

EBVS – European Board of Veterinary Specialisation.

Diplomate – Fully certified member of the College.

Resident – Individual enrolled on an EVDC training programme.

Candidate – a resident who has fulfilled credentials requirements and eligible to sit the certifying examinations.

RLC – Resident Liaison Committee.

Complainant – The individual submitting a complaint.

Respondent – The person being accused.

Complaint - A report related to dissatisfaction on an issue that is referred to the Resident Liaison Committee or EVDC Executive Committee,

Grievance – A formalised complaint that is taken forward by EVDC for detailed further investigation.

EC – Executive Committee.

IO – Investigating Officer.

WO- Welfare Officer

Independent assessment panel - a formal disciplinary committee established to handle serious allegations of misconduct, breaches of the code of conduct or other serious ethical concerns.

4. Guiding principles

At all times during investigation of complaints, confidentiality and adherence to General Data Protection Regulations (GDPR) should be strictly maintained. The EVDC Data Protection guidelines can be found on the website. Documents should not be shared by email unless they are password protected and redacted. Documents should not be stored in shared academic/personal/ corporate document stores. Before sharing any documents, all parties

should sign a [non-disclosure agreement](#) (NDA). In addition, personal data should be handled according to any national laws in the country from which the complaint arose. All parties involved in a complaint are expected to respect the confidentiality of the process and avoid sharing information outside of official channels. Maintaining confidentiality is a fundamental principle of the complaints process, balanced with the need for fairness and due process. All individuals involved with handling complaints should act with fairness, timeliness, confidentiality and impartiality. Respect should be shown to all individuals. All complaints will be handled with discretion. The identity of complainants and those involved will be shared only with those who need to know to address the matter properly. Where necessary, the College reserves the right to disclose limited information to relevant authorities or committees in line with professional or legal obligations.

5. Informal resolution

The EVDC envisage most complaints being handled informally. We encourage concerns to be addressed and resolved at an early stage through informal discussion, wherever appropriate. Informal resolution provides a timely, proportionate and less adversarial approach to resolving issues related to training, supervision or communication. We recommend that you first seek to resolve these challenges directly with your supervisor or resident. If the complaint is about your supervisor/resident or the issue cannot be resolved by face-to-face discussion, the **Resident Liaison Committee** serves as a first point of contact for residents and Diplomates who wish to raise a concern in confidence and seek guidance or resolution without triggering the formal complaints process.

a. Procedure

Concerns should be raised with the RLC who will listen impartially and explore whether the matter can be resolved informally, for example, through:

- Clarification of expectations or misunderstandings
- Mediation between involved parties
- Facilitated communication with a supervisor or Diplomat.

The RLC may liaise with relevant members of the Education Committee, or supervisors as appropriate, while maintaining confidentiality of complainant/respondent as far as possible. The aim is to reach mutually acceptable outcome within a reasonable timeframe (e.g. 30 days) and without the need for formal escalation.

If the matter is resolved to the satisfaction of all parties, the issue will be documented (briefly, anonymously and securely) by the RLC for quality improvement purposes.

If the concern cannot be adequately resolved either directly or via the RLC, you may wish to lodge a formal complaint. The RLC will advise the complainant on how to proceed with a formal complaint as outlined below.

Discussions within the informal resolution stage will remain confidential unless there is risk to welfare, professional standards or patient safety, in which case limited information may be shared with the EVDC EC.

We expect all individuals to cooperate fully, truthfully and promptly and act with mutual respect.

6. Formal complaint process: Policy and Procedure

The formal route should only be used when the concerns raised have not been adequately addressed as part of the informal process.

a. Policy

1. Formal complaints should be submitted in writing and include as much supporting evidence as possible. The Secretary will ensure the individuals' pseudonymisation and be responsible for document redaction to maintain anonymity.
2. The EC will make an initial assessment to decide whether the complaint falls within its remit and whether the allegations warrant further investigation and should be escalated to a grievance.
3. If further investigation is warranted, the EC will appoint at least one investigating officer (IO) who will investigate the allegations. In complex cases, up to three IO may be appointed, with one acting as the Chair. The IO's must have no prior knowledge of the accusations and should have no current or historic relationship with the respondent,

- complainant or any aspect of the investigation, Each IO must sign a non-disclosure agreement (NDA-see [Appendix II](#)).
4. The IO will present a report to the EC, which should contain a clear recommendation to dismiss the grievance or uphold it. The IO should also make a recommendation on any disciplinary procedure. Where recommended conditions have impact on the role of the individual, the EC should form an independent assessment panel of three Diplomates of EVDC or other EBVS colleges, as determined appropriate by the EC of EVDC, to further consider the case.
 5. As the outcome of any disciplinary procedure, the College may impose sanctions as considered appropriate, which include:
 - a. Undertakings
 - b. Conditions
 - c. Temporary or Permanent Exclusion from the College.
 6. An appeal against the outcome may be made by the respondent. See the [EVDC Bylaws, Article 10: Appeals against an adverse decision](#) and [EBVS Policies and Procedures E: Appeals procedures](#). If the complainant is not content with the outcome, a complaint from this person would only be considered where there was evidence of procedural irregularities, which would need to be presented as a complaint against the College. See [EBVS Policies and Procedures document Section D1: Disciplinary action against a College](#). An appeal must be lodged in writing with the relevant Secretary within 90 days of receiving the outcome.
 7. A tally of the number of complaints should be included in the annual report of the College.

b. Procedure

When considering any formal complaint against a Diplomat, Resident or Candidate, the principles of fairness, confidentiality and natural justice should always be adhered to.

1. Formal complaints should be submitted in writing to the EVDC Secretary (Secretary@EVDC.org), at the earliest opportunity (and normally within 6 months of the

alleged actions). This should include the nature of the complaint/s, details of any specific incidents (include dates and descriptive details) and a desired outcome. It should include as much supporting evidence as possible. The statement should be signed, dated and declared to be true, accurate and complete (see example statement of veracity in [Appendix I](#)). Anonymous complaints will not be investigated as they limit the College's ability to investigate or provide resolution. Providing false or misleading information may lead to disciplinary or legal action.

2. The Secretary should not disclose the identity of the individuals, who should be given a pseudonym for all further communication. For example, Diplomat A, Resident B.
3. The Secretary should redact the written statement, and all provided evidence, which should be shared with the EC.
4. Documents should be stored in a designated private EVDC SharePoint folder.
5. A summary of the complainant's allegations should be presented to the complainant, who should confirm that the listed allegations are a true representation of their statement. This should be performed within 10 working days of receipt of the formal complaint.
6. The EC must then decide if there is evidence of potential misconduct which requires investigation. This should normally be performed within 10 working days of receipt of the complaint. The EC should perform a vote on this and only proceed where there is a clear majority. If the voting is tied, the President shall have the casting vote. This outcome of this vote should be recorded.
7. The EC must consider the best route to resolution. Whether it is a professional conduct matter which the national licensing authority should deal with, a human resources matter which the employer should deal with, or a College matter which requires investigation.
8. If the EC decides there is evidence of misconduct which directly affects the College and needs investigating, the Complainant should be notified accordingly that the complaint has been escalated to a grievance. A welfare officer should be offered to the complainant in this notification. The complainant should indicate whether they would

- like a welfare officer appointed to support them. The appointed welfare officer should not be a member of the EC.
9. If the complaint is dismissed without investigation, the respondent will not be informed of the allegations. Upon dismissal of a complaint, all records pertaining to the complaint will be deleted after 60 days.
 10. Upon EC's decision to escalate the complaint to a grievance, the respondent will be made aware of the allegations by the Secretary normally within 10 working days. The respondent should be provided with a redacted copy of the complainant's statement, the list of allegations, and asked to provide a written response within 30 working days. A copy of these Policy and Procedure guidelines should be shared with the respondent, so that they are aware of the procedure, policy, timeframes and potential outcomes of such a complaint. The respondent should acknowledge receipt of these documents.
 11. The EC should also offer to appoint a Welfare Officer (WO) in this notification. The respondent should acknowledge receipt of the documents and at the same time confirm whether or not the EC should appoint a welfare officer. The welfare and mental health impact of the individual must be considered. No communications (other than outcomes which do not affect the individual) should be sent at the end of a working day, nor at the end of a working week, where individuals may lack professional support networks. The College must make all reasonable attempts to understand the individual's working patterns. The dignity of the individual must be maintained at all times.
 12. When a complaint is escalated to a grievance, the EC must appoint at least one Investigating Officer (IO). The IO should be an EBVS Diplomat (from any College) who has no current or historical relationship with the individual or any aspect of the investigation. For example, if the allegation relates to the examination process, no member of the examination committee of the College should be appointed. A past member of the EC may be appropriate. In complex cases, up to three IO may be appointed, with one acting as the Chair. For assistance with appointing an IO, the EBVS

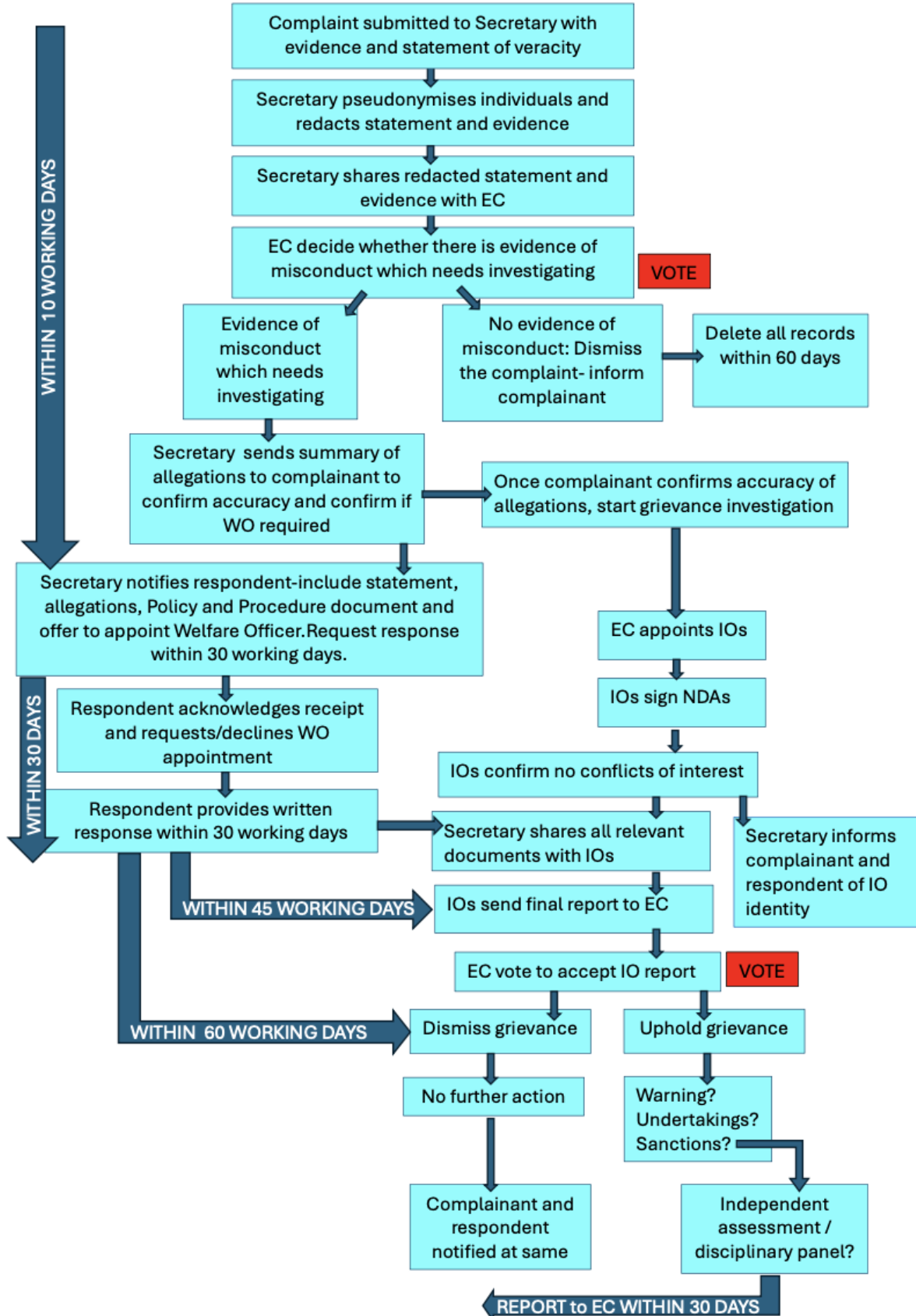
can make recommendations (info@EBVS.eu). Each IO must declare that they have no conflict of interest with either complainant or respondent, and sign a non-disclosure agreement (see [Appendix II](#)).

13. Once the IOs are appointed, the complainant and respondent should be notified of the identity of the IOs. The respondent and complainant are allowed to raise a formal objection to the appointment of an IO, where they can document a conflict of interest.
14. The Secretary should then share the complaint statement, allegations and the response from the respondent with the IOs. The IOs can request further information from the complainant or respondent if required, or gather further supporting evidence, which might include an interviews, or witness statements. If further allegations emerge during the investigation, the respondent should be notified in writing, and the new allegations investigated.
15. The EC should normally receive the summary report from the IOs within 45 working days of the respondent's written response. However, complex cases may require longer and are permitted. Where a longer time for investigation is required, the IOs should inform the EC and complainant/respondent at the earliest practicable opportunity.
16. A conclusion of the report from the IOs should normally be performed within 60 working days of the respondent's written response. However, complex cases can take longer at the EC's authority, as long as individuals are kept up to date.
17. The maximum period for the conclusion of an investigation should be 6 months from the first response of the respondent.
18. The IOs should choose to either dismiss the grievance (no further action) or uphold it.
19. The EC should perform a vote on whether to accept the IO's report. This vote should be recorded. The EC should then act swiftly where an independent assessment panel is not required, such as dismissal of the allegations or, if the grievance is upheld, warnings, undertakings or conditions that will not significantly impact on the role of the individual. An extraordinary board meeting should be convened, unless a meeting is

imminent. The complainant and respondent should be notified of the outcome at the same time and should receive a copy of the IO's report.

20. Where the grievance is upheld, sanctions must be considered one by one, starting with the least severe. Sanctions available include:
 - a. First written warning from the EVDC President.
 - b. Final written warning from the EVDC President.
 - c. Requirement to undertake further professional development either clinical or non-clinical (such as incivility training/anger management) and proof of change prior to any Diplomate re-certification period or admission to the College.
 - d. Temporary or permanent suspension from supervising EVDC residents or running an EVDC training programme.
 - e. Temporary suspension of membership to the College with a defined time.
 - f. Permanent expulsion from the College with no option to re-apply.
 - g. Suspension from a training programme (Residents) or barring from sitting certifying examinations (Candidates).
 - h. Any other sanction as deemed appropriate by the EC.
21. Where the sanction is suspension of membership, the EVDC Constitution and Bylaws will be followed. The EVDC Constitution and Bylaws are available from [Constitution, Bylaws and Code of Conduct | EVDC - European Veterinary Dental College](#)
22. Upon conclusion of the investigation, the IOs must forward all documentation (written and recorded) relating to the investigation to the EVDC Secretary and delete all records from their own devices, storage devices, cloud storage and email accounts. The EVDC will retain records pertaining to the investigation for a period of 5 years. After this time, only summary details (name, offence, outcome) should be retained in perpetuity.

c. Flowchart for Formal Complaints



7. Independent Assessment / Disciplinary Panel

Where recommended conditions have significant impact on the role of the individual, the EC should form an independent assessment panel of three members to consider the case. The EC may refer any case to an independent assessment panel if the EC does not accept the IO's report.

1. The independent assessment panel should be independent EBVS Diplomates and could be chaired by someone outside of the College, who ideally has experience of conducting such panels in academic or other professional settings. The disciplinary panel members should also confirm no conflict of interest with either individual, and sign a non-disclosure agreement.
2. The panel should consider the verbal and written reports of the individuals and IOs either synchronously in a meeting or through individual meetings/submissions. The panel must consider any responses from the individuals to the IO's report.
3. The panel should only consider mitigating circumstances when it comes to the severity of the sanctions, and not when considering the importance of the misconduct.
4. The final decision of the independent assessment panel should be communicated to the EC within 30 days of receiving all relevant information.
5. The decision should be communicated to both complainant and respondent within 7 days of receipt by the EC.
6. The decision must be communicated to both the EBVS and the respondent's relevant professional regulatory body, if necessary.
7. The outcome must remain confidential, unless the decision is to permanently or temporarily suspend membership to the College. No public statement will be made, and no comments will be provided about the reasons for suspension or expulsion from the College. If the individual continues to make claims to be a member of the EVDC or EBVS Specialist, a public statement may be made to this effect.

8. Upon conclusion of the investigation, the independent assessment panel members must forward all documentation (written and recorded) relating to the investigation to the EVDC Secretary and delete all records from their devices, cloud storage and email accounts.

8. Guidance for the Investigating Officers (IO's)

The IOs should establish the facts surrounding the allegation/s and determine if there is evidence of misconduct or gross misconduct which contravenes the EVDC Constitution and Bylaws, the EVDC Code of Conduct, or any other behaviour which impacts the function of the College. The IOs can offer to have face-to-face meetings with the individuals (which can be performed virtually), however the meetings must be recorded, and all parties must consent to this. The official Secretariat to the College (PCO) can assist with setting up and recording a Zoom or Teams meeting to facilitate this, who should also sign a non-disclosure agreement.

The IOs must consider the complaint and allegations in detail, to identify witnesses and checkable facts. The purpose of the investigation is to:

- Consider the evidence to establish the facts and circumstances of the alleged misconduct.
- Assist the Executive Committee in deciding on the balance of probabilities (is it more likely than not), based on the evidence and considering all the circumstances whether there is evidence of misconduct or gross misconduct.
- Identify any learning for the individual or College.

The IOs report to the EC should contain the relevant information collated as part of the process including any mitigating factors and their recommendation in relation to whether the issue requires a warning, undertaking or formal disciplinary action.

9. Misconduct and gross misconduct

A severity assessment must be made to decide if the conduct (if proved or admitted) would amount to misconduct or gross misconduct

Misconduct implies unacceptable or improper behaviour. It might include:

- unprofessional behaviour during training or meetings,
- failure to meet deadlines without valid reason,
- minor breaches of examination protocol (e.g. sharing of logistical details prematurely), discussing examination questions after an exam.
- inadequate supervision of residents or inconsistent feedback without malice,
- lack of responsiveness to committee or College communications without justification,
- disrespectful tone or passive-aggressive comments in written reports or peer reviews.

Gross misconduct is a serious infraction and may justify suspension of a training programme, suspension or termination of membership. It might include but is not limited to:

- physical violence,
- bullying,
- theft,
- fraud,
- harassment or discrimination,
- offering or accepting bribes,
- misuse of confidential information,
- bringing the College into disrepute,
- breach of confidence,
- falsifying training records or credentials submissions or re-certification documents,
- plagiarism or cheating in written or practical examinations,
- breach of patient welfare or standards,
- disclosure of confidential information about residents, examination candidates, or EVDC business to unauthorised persons,

- conflict of interest not declared during examination, assessment or board duties,
- retaliation against a complainant or witness in a formal complaint investigation,
- misuse of College funds or expenses,
- any reckless act or omission constituting a risk to the health and safety of any person or animal,
- being under the influence of alcohol or drugs to an extent which impairs clinical standards or work or professional conduct,
- possession, control or custody of illegal drugs,
- gross negligence.

**UNSATISFACTORY
PERFORMANCE**

MISCONDUCT

**GROSS
MISCONDUCT**



Careless	Foolish	Deliberate	Pre-meditated
Got it wrong	Stupid	Can do it but won't	Knew it was wrong but went ahead
Need to learn & improve	Human frailty	Persistent	Criminal
Personal problems	Bad day at work		
Not good at the job			

10. Record Keeping and Monitoring

EVDC recognises the importance of accurate and secure record keeping in the management of complaints. All formal complaints and significant informal cases will be logged by the Secretary, including:

- Date received and nature of complaint
- Steps taken
- Outcome
- Any follow-up actions.

Records will be retained securely and in accordance with applicable data protection laws (GDPR).

Complaints data will be reviewed periodically by the EC and/or relevant sub-committees to:

- Identify patterns or systemic issues
- Monitor the effectiveness and fairness of the complaints process.
- Support the College's commitment to continuous improvement.

11. Learning from complaints

The EVDC will use complaint outcomes to review and improve training, exam processes and governance. We are committed to maintaining the highest standards of professionalism and educational quality. All complaints, whether resolved informally or formally, offer valuable opportunities for reflection and improvement.

Using complaints constructively

EVDC views complaints not as failures, but as feedback that may highlight gaps, misunderstandings, or areas for development within its training programmes, governance structures and professional expectations.

Lessons learned from complaints may inform:

- Revision to training guidelines, exam procedures or policies.
- Additional guidance or support for supervisors, residents or committee members.
- Future training and education sessions for Diplomates and residents.

- Clarification or reinforcement of EVDC Code of Conduct or ethical standards.

Recording and analysis

Complaints will be recorded anonymously (where appropriate) and reviewed annually by the EC and/or relevant sub-committees. Regular trend analysis will help identify recurring issues or risks to the consistency, fairness or quality of EVDC processes.

Reporting and transparency

A high-level, anonymised summary of complaints and outcomes may be included in the EVDC's Annual Report at the AGM or presented to the EBVS as required. Where applicable, the outcomes of complaint investigations may lead to formal recommendations or policy amendments, which will be shared transparently within the College.

Feedback loop

Where feasible, complainants will be informed of any resulting changes or actions taken because of their feedback, demonstrating the College's commitment to accountability and growth.

12. Policy review and update

The EVDC EC will review this document as required and at least every 3 years. The EC will be responsible for review and approval. Changes will be communicated to all members at the AGM and posted on the website.

13. Contact

Resident Liaison Committee: In the first instance, contact the Secretary for the relevant contact details.

EVDC Secretary: Secretary@EVDC.org

Link: https://www.evdc.org/about_evdc/constitution_bylaws_and_code_of_conduct



APPENDIX I: Statement of Veracity

I, [Full name], of [address], declare that the information contained in this document is true, accurate, and complete to the best of my knowledge and belief. I understand that providing false or misleading information may lead to disciplinary or legal action.

Signed: _____

Name: [Full name]

Date: [Date]

Appendix II: Non-Disclosure Agreement (NDA)

CONFIDENTIALITY AGREEMENT

This Agreement is made on the date of last signature below.

Between

1. European College of Veterinary Dentistry a company incorporated in England and Wales with registered number 06950998 whose registered address is 82B High Street, Sawston, Cambridge, CB22 3HJ (the **Disclosing Party**); and
2. _____ of _____, _____ (the **Receiving Party**) (together the "Parties").

Meanings

1. These words and phrases have defined meanings:

Agreement	this confidentiality agreement and any amendments;
Confidential Information	any information disclosed by or on behalf of the Disclosing Party to the Receiving Party during the Term that at the time of disclosure (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means or other forms and whether directly or indirectly) is confidential in nature or may reasonably be considered to be commercially sensitive and which relates to the business and affairs of the Disclosing Party including but not limited to: (a) all Intellectual Property Rights of the Disclosing Party and (b) all analyses, compilations, studies and other documents prepared by the Receiving Party which contain or otherwise reflect or are generated from the information referred to above (c) personal data regarding an individual;
Effective Date	the date of last signature of this Agreement;
Intellectual Property Rights	all trade and service marks, registered and unregistered design rights, all design right applications, patents, copyrights, database rights and rights in know how, confidential information and inventions and other intellectual property rights of a similar or corresponding character whenever and however arising and all renewals and extensions of such rights which may now or in the future exist;
Permitted Purpose	To assist in the assessment of a complaint against a Diplomat, Resident or Candidate;
Term	the term of this Agreement;

Working Day	any day other than a Saturday, Sunday or bank holiday in England and Wales.
--------------------	---

2. Unless the context requires a different interpretation:
 - a. the singular includes the plural and vice versa;
 - b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
 - c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
 - d. the term 'including' does not exclude anything not listed;
 - e. "including" is understood to mean "including without limitation";
 - f. reference to any statutory provision includes any modification or amendment of it;
 - g. the headings and sub-headings do not form part of this Agreement.

Obligations in Relation to Confidential Information

3. In consideration of the disclosure to it of Confidential Information by the Disclosing Party, the Receiving Party undertakes that it will:
 - a. keep all Confidential Information strictly confidential and not disclose any part of it to any other person without the Disclosing Party's prior written consent;
 - b. not use any part or the whole of the Confidential Information directly or indirectly for any purposes other than the Permitted Purpose without the express written consent of the Disclosing Party; and
 - c. use a reasonable degree of care to protect the Confidential Information.

Ownership of Confidential Information

4. The Confidential Information (including any Intellectual Property) remains the property of the Disclosing Party. The disclosure of the Confidential Information does not give the Receiving Party any rights of ownership in the Confidential Information.

Exceptions to Non-Disclosure and Confidentiality

5. The obligations of confidentiality set out in this Agreement do not apply to any information which:
 - a. is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party and is not subject to any obligation of confidentiality;
 - b. is, or becomes through no wrongful act or default of the Receiving Party, public knowledge;
 - c. is received from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of a duty of confidence;
 - d. is approved for disclosure in writing by the Disclosing Party;

- e. must be disclosed by law or the rules of any court or other body of competent jurisdiction, any governmental or regulatory body or any recognised investment exchange.

Term and Return of Confidential Information

6. This Agreement comes into force on the Effective Date and continues in force until the fifth anniversary of this Agreement, unless terminated earlier at any time by either Party giving written notice of termination to the other.
7. On termination of this Agreement or on demand by the Disclosing Party, the Receiving Party must immediately stop using all Confidential Information, return all Confidential Information to the Disclosing Party and provide a certificate to the Disclosing Party certifying that no copies of the Confidential Information have been made or retained.

Remedies

8. Both Parties acknowledge that damages alone are not an adequate remedy for any breach of this Agreement by the Receiving Party.
9. The Disclosing Party is entitled to the remedies of injunction, specific performance and other equitable relief for any breach of this Agreement by the Receiving Party (actual or threatened), without prejudice to any other rights and remedies available at any time.

Limitation of Liability

10. Each Party warrants to the other that it has the legal right and authority to enter into and perform its obligations under this Agreement.
11. Subject to the above, the Disclosing Party (including its employees, officers, agents, subsidiaries or any other associated third parties associated) does not accept responsibility or liability for the Confidential Information. The Disclosing Party makes no representation or warranty, express or implied, that the Confidential Information disclosed is accurate or complete.

Circumstances Beyond the Control of The Parties

12. A Party to this Agreement is not liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. In these circumstances, the affected party must notify the other party or parties as soon as reasonably practicable. The notified Party or Parties may suspend or terminate the Agreement on notice, taking effect immediately upon delivery of the notice.

Entire Agreement

13. This Agreement contains the whole Agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

General



14. No Party may assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party or Parties, such consent not to be unreasonably withheld.
15. No variation to this Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of the Parties.
16. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no third Party has any right to enforce or rely on any provision of this Agreement.
17. Unless otherwise agreed, no delay, act or omission by a Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
18. Provisions which by their intent or terms are meant to survive the termination of this Agreement, will do so.
19. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement will not be affected.
20. Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first class post to, or left by hand delivery, at the registered address or place of business of the notified Party, or sent by email to the other Party's main business email address as notified to the sending Party.
21. Notices:
 - a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
 - b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address;
 - c. sent by email will be deemed to have been received on the next Working Day after sending.

This clause does not apply to the service of proceedings or other documents in legal action.

Governing Law and Jurisdiction

22. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement on the day(s) and year set out below:

.....
(Name of President of EVDC)

.....
Name for and on behalf of EVDC

Date of signature.....

Date of signature.....