

NON-DISCLOSURE AGREEMENT

between

1. Stichting Nations Ablaze Nederland, located at Muntstraat 8, Elburg, registered with the Dutch Chamber of Commerce under number 83480420, hereinafter referred to as “the Foundation”;

and

2. [Name of Confidant], born on [date of birth], residing at [address], hereinafter referred to as “the Confidant”;

Hereinafter jointly referred to as “Parties” and individually as “Party”.

1. Purpose of the Agreement

This agreement is intended solely to protect confidential information shared in the context of spiritual guidance and coaching.

- The agreement shall not be used to conceal unlawful behavior, boundary-crossing conduct, or other misconduct.
- The Foundation commits to acting with integrity and transparency, in accordance with pastoral and ethical standards.

2. Definitions

For the purposes of this agreement, the following definitions apply:

- Confidential Information: Any oral, written, digital, or otherwise shared information provided by the Confidant to the Foundation or vice versa, including but not limited to personal, pastoral, theological, organizational, and strategic data.
- Guidance: Any form of advice, support, coaching, or spiritual care provided by the Foundation and/or its contracted parties to the Confidant.

3. Confidentiality Obligation

- The Parties commit to maintaining absolute confidentiality regarding all Confidential Information shared under this agreement.
- Confidential Information shall not be disclosed to third parties unless explicit written consent is provided by the other Party.
- The confidentiality obligation shall remain in effect throughout the duration of the cooperation between the Parties and for a period of five (5) years after the termination of the cooperation, unless the information is lawfully made public earlier or the other Party expressly waives confidentiality in writing.

4. Exceptions to Confidentiality

This agreement does not apply to information that:

- Is or becomes publicly known without violating this agreement;
- Has been released in writing by the other Party;
- Must be disclosed by law or under a court order. In such a case, the relevant Party must inform the other Party in writing in advance.

5. Pastoral Confidentiality

- The Foundation and the Confidant acknowledge that spiritual guidance involves a relationship of trust and commit to maintaining strict confidentiality regarding all shared pastoral information.
 - Information shared during the guidance process shall not be used to manipulate, control, or pressure the Confidant.
 - The Foundation shall not exercise or tolerate any form of spiritual coercion or abuse within the guidance process.
 - The Confidant always retains autonomy over personal decisions and has the right to terminate the guidance at any time.
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6. Legal Obligations and Reporting Duty

This agreement does not override legal obligations arising from:

- The Dutch Mandatory Reporting Code on Domestic Violence and Child Abuse
- The General Data Protection Regulation (GDPR)
- Relevant articles of the Dutch Criminal Code concerning sexual abuse and abuse of authority

If a legal reporting obligation applies, the relevant Party must immediately notify the competent authorities.

7. Voluntariness and Self-Determination

- The Confidant retains the right to terminate the guidance at any time without providing a reason.
 - The Foundation shall not exert pressure on the Confidant to adopt specific theological or spiritual beliefs.
 - The guidance shall always be conducted with respect for the personal integrity and autonomy of the Confidant.
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8. Obligation to Report Serious Misconduct

Notwithstanding the confidentiality obligation, the Parties may report to the competent authorities if:

- There is suspicion of sexual abuse or other criminal behavior, whether in a domestic or professional context, regardless of whether it occurred in the past or present.
- The Confidant poses a serious danger to themselves or others.
- There is evidence of severe spiritual manipulation, coercion, or abuse within a church, pastoral, or professional setting.

If a report is necessary, the relevant Party shall inform the other Party, unless legally prohibited.

9. Pastoral Ethical Code

- The guidance shall be conducted in accordance with the pastoral ethical code established by recognized Christian institutions.
 - The Foundation adheres to guidelines for professional and ethical pastoral and apostolic care, ensuring a transparent and respectful approach toward the Confidant.
 - The Confidant has the right to seek independent guidance or second opinions if desired.
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10. Privacy and Data Protection (GDPR)

- Both Parties shall process confidential information in compliance with the General Data Protection Regulation (GDPR).
 - The Foundation shall only process data strictly necessary for the execution of the guidance and shall not share this data with third parties without the Confidant's explicit consent, unless required by law.
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11. Sanctions for Violations

- If a Party is found guilty of spiritual, emotional, or sexual abuse during the guidance process, they shall be held liable for damages and the other Party may pursue legal action.
 - In cases of confirmed boundary-crossing behavior, additional compensation may be sought.
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12. Applicable Law and Dispute Resolution

- This agreement is exclusively governed by Dutch law.
 - Any disputes arising from this agreement shall be submitted to the competent court in [location], the Netherlands.
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13. Final Provisions

- Amendments to this agreement are only valid if agreed upon in writing and signed by both Parties.
 - If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
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Signatures

Agreed upon and signed in duplicate in [location] on [date].

For the Foundation:

Name:

Position:

Signature:

For the Confidant:

Name:

Signature: