

Copyright of Intellectual Property

AGREEMENT

Certain information and documents may be shared between parties of a confidential nature which is of commercial value to My Academy.

In order to protect and maintain the confidentiality and value of such information, and in consideration of the provision of such information, the parties have agreed to sign this undertaking and to be bound by the attached terms and conditions of this undertaking.

Interpretation

1. In this undertaking, unless the context requires otherwise:

“Information” includes:

- (a) all oral and written information relating to the Business provided to the other party at any time; and
- (b) all notes, memoranda and records (in whatever form) of each party in respect of information supplied to or for the benefit of the other party.

Confidentiality and ownership

2. All Information shall be held by the recipient in the strictest of confidence. The recipient acknowledges and agrees that the Information (including all rights relating thereto) is the absolute property of provider of that information and shall (subject to the provisions of this undertaking) remain the absolute property of the provider.

Covenants

3. Each party covenants that it will:

- (a) preserve the confidentiality of the Information and take proper and adequate precautions at all times (and enforce such precautions) to preserve the confidentiality of the Information and, in particular, but without in any way limiting the generality of the foregoing, will take all action reasonably necessary to prevent any unauthorised person obtaining access, as a result of action or inaction by the Recipient, to the Information by direct or indirect exposure thereto or otherwise;
- (b) not in any way, without Provider’s prior written consent, use the Information for any purpose whatsoever other than in connection with the provision of tuition, or in any way which may injure or cause loss to, or be calculated to injure or cause loss to, Provider or which may otherwise be directly or indirectly detrimental to the interests of Provider;
- (c) upon request from Provider return promptly to Provider all Information (including all copies or reproductions of the same) in the possession or control of the Recipient;

- (f) indemnify Provider from and against all actions, claims, costs, demands, expenses, liabilities, losses, payments and proceedings whatsoever incurred which arise from or by virtue of the unauthorised disclosure or use of the Information by the Recipient otherwise being in breach of any of the provisions of this undertaking.

Exclusions

- 4. Any information which is clearly and demonstrably:
 - (a) independently acquired or developed by the Recipient without the benefit or use of any of the Information;
 - (b) publicly known or which becomes publicly known after the date of this undertaking other than through breach or non-performance by Recipient of any obligation under this undertaking;
 - (c) lawfully received by the Recipient from a third party not owing (directly or indirectly) any obligation of confidentiality to Provider,

shall not be or, as the case may be, shall cease to be, subject to the restrictions contained in this undertaking.

Remedies

- 5. The Recipient acknowledges that money damages would not be a sufficient remedy for any breach of this undertaking by the Recipient and that, in addition to all other remedies, Provider shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.