



## CONFIDENTIALITY AGREEMENT AND RELEASE

This Agreement, made on \_\_\_\_\_

By \_\_\_\_\_

AND

**Sydney Language Solutions Pty Ltd** at Suite 302, 363 Pitt St, Sydney NSW 2000.

Establishes the terms and conditions under which the parties agree to exchange or disclose certain confidential information which may be confidential and proprietary and subject to restrictions on use and disclosure that are expressed in this Agreement.

### BACKGROUND

- a) Sydney Language Solutions (SLS) is a language consultancy specialising in tailor-made language services for individual, corporate and government clients. Our services include language training programs and cross-cultural training solutions. We also provide professional editing, translation, interpreting, and other language-related services across various languages.
- b) Sydney Language Solutions (SLS) produced and owe most of its teaching material in respective courses in which teaching staffs and admin staffs will have access to
- c) The work to be performed hereunder shall be performed based on Sydney Language Solutions (SLS) specifications.

THE PARTIES AGREE AS FOLLOWS:

#### **1. Maintenance of Confidential Information**

- 1.1 Sydney Language Solutions (SLS) had developed certain confidential and proprietary information not publicly announced or disclosed that relates to the development of a set of teaching materials mentioned above.
- 1.2 The teaching materials remain to be the intellectual property and in the sole ownership of Sydney Language Solutions (SLS). These teaching materials include the format, look, creative elements, hard copy version, soft copy version and transcripts. All these materials may be provided orally or in written format and shall be deemed to be Confidential and/or proprietary.
- 1.3 The parties hereby agree that all written information is presumed to be Confidential Information and proprietary irrespective of documents containing 'CONFIDENTIAL' or 'PROPRIETARY' information.

1.4 The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence for a period of seven (7) years from the date of disclosure and shall be used solely in connection with the obligations undertaken in this Agreement.

## **2. Limitation of Rights**

2.1 \_\_\_\_\_ agrees not to furnish confidential information for any further Agreement or negotiation and to refrain from entering into an agreement or negotiation with any other party which breaches its obligation under this Agreement.

## **3. Release**

3.1 \_\_\_\_\_ grants permission to Sydney Language Solutions, for good and valuable consideration, to incorporate or any ideas or concepts or information communicated or suggested by them for the purpose of improving the quality of the training materials.

3.2 \_\_\_\_\_ agrees that their contribution or communication of any elements of the training materials including ideas, suggestions or information does not grant any right, title, interest or ownership of the training materials.

3.3 \_\_\_\_\_ agrees that it forfeits any rights in the training materials or any publication, soundtrack or script or any other aspect of the copyright or other intellectual property rights related to the training materials.

3.4 \_\_\_\_\_ agrees to release any right, title or interest in the teaching materials, any publications, soundtrack or script thereof or the copyright or any other intellectual property or any other right.

## **4. Termination**

4.1 All copies of the teaching materials, regardless of medium, contain anything relating to the teaching materials, shall be returned by \_\_\_\_\_ to Sydney Language Solutions upon the Indonesian Language Consultant finishing working with Sydney Language Solutions.

4.2 \_\_\_\_\_ shall certify in writing that it has returned all copies of the Confidential Information in its possession.

## **5. Work Condition**

5.1 \_\_\_\_\_ agrees not to use all the confidential commercial or non-commercial information, to work or apply for work at any other companies in the same industry (education, immigration, translation and corporate language services) within 1 year from the signing day.

5.2 \_\_\_\_\_ agrees not to work for competitors of Sydney Language Solutions (or any company in the same industry) within 1 year from the day they stop or resign all work from SLS

5.3 \_\_\_\_\_ agrees not to open the similar business or in similar industry that can potentially become a direct competitor Sydney Language Solutions (or any company in the same industry) within 6 year from the day they stop or resign all work from SLS.

## **6. Disputes and Arbitration**

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being the state of NSW Australia.

**7. General**

7.1 This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with the subject matter hereof.

7.2 Any and all modifications or amendment to the Agreement must be in writing and signed by both parties.

7.3 Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.

7.4 This Agreement is governed by and construed in accordance with the laws of the State of NSW, Australia.

7.5 A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signatures as originally written by such one or both parties

**FOR** \_\_\_\_\_

**For SYDNEY LANGUAGE SOLUTIONS**

**Name**

**Name**

\_\_\_\_\_

\_\_\_\_\_

**Title**

**Title**

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Signature**

\_\_\_\_\_

\_\_\_\_\_

**Date**

**Date**

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