

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

As a condition for _____ (“Applicant” to have its programs accredited by the Iranian Testing Qualification Board, o.s. (ITQB), a non-profit organisation, Applicant agrees to enter into this Non Disclosure and Confidentiality Agreement and to comply with its terms and conditions.

1. Confidential Information

Applicant and ITQB acknowledge and agree that in the process of dealing with the Applicant’s request for course and/or training provider accreditation, both parties may learn, obtain, acquire and become aware of information and items, and may in the future acquire non-public information and items, relating to or concerning either party or its affiliates. Both parties further acknowledge and agree that all such information and items described in the foregoing sentence that either party acquires during the accreditation process is private and confidential and that it is exclusively controlled by the owning party.

2. Agreement not to Disclose

Both parties expressly agree that it shall not, except

- ❖ To the party’s lawyer or accountant
- ❖ As otherwise required of the party by law
- ❖ In order for the party to perform the services required of party with respect to his or her affiliation
- ❖ As authorised by the controlling party in writing or
- ❖ If previously disclosed publicly by or on behalf of the party about whom the Confidential Information pertains

Directly or indirectly, verbally or otherwise either during, or after, the terms of Applicant’s accreditation by ITQB, publish disseminate, disclose or cause to be published, disseminated or disclosed, any Confidential Information to any person, firm or entity whatsoever, including but not limited to, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, electronic communications (emails, Weblogs etc), voice conversations or messages, and any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for, or on behalf of, any of said entities (herein “Third Parties”).

3. Disclosure is Wrongful

Both parties acknowledge that any disclosure to any Third Party of any Confidential Information shall constitute a breach of the terms of this agreement, and shall constitute a breach of trust and confidence, and a misappropriation of the owner’s exclusive property rights.

4. Injunctive Relief

Both parties acknowledge and agree that any disclosure by either party to Third Parties of any Confidential Information will cause irreparable harm to the other party, which damages and injuries will not be measurable or susceptible to calculation. Both parties further acknowledge and agree that any breach or threatened breach of the Agreement due to the unauthorised disclosure or threatened disclosure by either party to Third Parties of any Confidential Information shall entitle either party to obtain an ex parte restraining order, preliminary injunction and permanent injunction (herein Injunctive Relief) preventing the disclosure, or any further disclosure, of Confidential Information protected by the terms hereof.

5. Severability

If any term or provision of this Confidentiality Agreement is inconsistent with any law, statute or regulation, or is invalid or unenforceable for any reason, such a term or provision shall be deemed curtailed and limited to the extent necessary to achieve consistency, validity, or enforceability, as the case may be, but such term or provision shall only be so curtailed and limited to the extent necessary to achieve the same, and the balance of this Confidentiality Agreement shall remain in full force and effect.

6. Integration

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no terms other than those contained herein. No supplement, modification, or termination of this Agreement shall be deemed valid unless executed in writing after the date hereof by the parties hereto.

7. Legal Fees and Costs

In the event of any litigation arising hereunder, the prevailing party shall be entitled to an award of Legal fees and Court costs.

8. Voluntary Agreement

Both parties have entered into this Agreement freely and voluntarily and both parties acknowledge that if either consulted with independent counsel before entering into this Agreement, or had the opportunity to do so but elected not to.

For Applicant

Signature _____
Print Name _____
Print Title _____
Date _____

For ITQB

Signature _____
Print Name _____
Print Title _____
Date _____