

## KE Confidentiality Agreement

In the course of their work, staff, volunteers and associates may have access to confidential information, which is the property of Kinda Education. This document outlines company policy with regard to confidentiality. At the end of the document is a declaration for staff, volunteers and associates to sign.

Confidential information includes:

- Client data
- Intellectual property
- Marketing and development plans and forecasts
- Business operations
- Product and service information
- Proprietary computer code
- Computer technology
- Accounting records
- Information disclosed to Kinda Education by a third party that is protected by a non-disclosure agreement

The following information is not confidential:

- Information that is generally known in the sector in which Kinda Education operates
- Information that enters the public domain through no wrongful act of an employee, volunteer or associate
- Information rightly in the possession of the employee prior to receiving it in confidence from Kinda Education
- Information that is independently created by the employee, volunteer or associate without direct or indirect use of confidential information
- Information that the employee, volunteer or associate rightfully obtains from a third party who has the right to transfer or disclose it

Confidential information belongs to Kinda Education. It can be shared in the following situations:

- With others within Kinda Education that have a reasonable need to know it for a permitted purpose although the person sharing the information must make it clear that the information is confidential and the person to whom the confidence is entrusted must agree to keep the information confidential
- With a third party if Kinda Education has agreed in writing to the disclosure
- If legally required by a third party

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**Conflict of interest**

Business opportunities belong to Kinda Education and must not be pursued independently by staff, volunteers or associates without written consent.

Staff, volunteers and associates will not engage in activities that Kinda Education determines to be in conflict with the interests of Kinda Education, unless with written consent.

**Ownership and title**

This agreement does not cover intellectual property or products generated by staff, volunteers and associates independently of Kinda Education and without any input from Kinda Education.

**Return of confidential information**

Kinda Education can request the return of confidential information (including documents, disks, other computer media, passwords, logins, prototypes) on the expiration of employment or confidentiality agreement.

**Loss of data**

Should confidential data be lost or improperly disclosed, the employee, volunteer or associate will inform Kinda Education immediately and take all reasonable steps to retrieve the data or improperly disclosed information.

**Declaration**

I have read and agree to abide by the terms of this confidentiality agreement:

Name .....

Signature .....

Date .....

**On behalf of Kinda Education**

Name .....

Signature .....

Date .....

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