

Company/school logo

Employee Address:

The Owner

Dear _____,

RE: Non-Disclosure and Confidentiality Agreement:

In view of the fact that I am employed by _____
School/Academy/Pre-school, as a(designation) _____ and that in the
course of my employment as such I will, from time to time, gain knowledge if and/or
expertise in your trade secrets, confidential information, secrete processes, trade connection
and other matters, which are and will be your exclusive property and of which I presently
have, or at the time of my employment had, no knowledge and in all of which matters you
have a substantial proprietary interest.

I hereby agree that:

1. Save during my duties as your employee, I shall not at any time in the future, either directly or indirectly, use any of your/ divulged any of your;
 - 1.1 trade secrets;
 - 1.2 confidential information;
 - 1.3 secret processes;
 - 1.4 inventions and information relating thereto;
 - 1.5 designs and or learning material;
 - 1.6 information relating to your clients, customers or trade connections;
 - 1.7 information concerning your business where my knowledge in respect thereof has been obtained by me during my employment with you, save to the

extent that such knowledge is commonly known in the trade/s in which you are concerned to clients/parents, having an agreement with the school

2. You shall own:

- 2.1 All the matters referred to in Clause 1 (1.1 - 1.7) above, as well as any discoveries, techniques and improvements and innovations constituting or relating to any of the foregoing made or developed before or during my employment with you, whether originated by me or with my assistance, or not. I hereby cede, assign, transfer and make over to you all and any rights whatsoever which I may have in and to any of the foregoing.

3. I shall:

- 3.1 take such reasonable steps as you may require of me at any time to enable you to register and protect any of the matters referred to in Clause 2 above. In the event of my failing to do so, then I hereby irrevocably nominate, constitute and appoint you and/or any one of your directors, for the time being as my attorney and agent in rem suam in my name to do all such things and to sign all such documents as may reasonably be necessary to enable you to affect any of such registrations.
- 3.2 I shall not directly or indirectly, at any time in the future, challenge, endeavour to set aside not in any way prejudice any of such registrations.
- 3.3 At any time try to persuade parents to take learners to another/self-owned school.
4. I shall not at any time during my employment and for a period of **3 (three) years** thereafter draw away, interfere with, entice or solicit your trade connections with any of your clients and customers, provided that this clause shall not apply to any of your customers, clients or trade connections which became such only after the cessation of my employment with you.
5. I shall be bound to exercise the utmost good faith in all my relations with you and regarding my obligations set out herein and if becoming aware of the above, I will inform the Owner/Principal immediately.
6. Failing to adhere to any of the above, shall entitle the School to terminate your contract with immediate effect. If not in the service of the school anymore, the school will interdict you from continuing a breach of any aspect or undertaking contained in this agreement and you shall be liable and agree to the payment of such legal costs that the School may incur to exercise its rights or protect its business.

Yours sincerely,

SIGNATURE OF EMPLOYEE

DATE



SA Childcare Association
Stronger Together!

FULL NAMES



SA Childcare Association
Stronger Together!