



**COPYRIGHT AGREEMENT: KHULISANE ACADEMY (PTY) LTD: ETD TOOLKITS**

Entered into by and between

**KHULISANE ACADEMY (PTY) LTD**

**Registration Number: 2010/009765/07**

A company, herein represented by Tabea Kabinde in her capacity as Managing Director, and duly authorised thereto.

and

.....  
**Company Registration Number / ID Number: .....**

**By receiving the Khulisane Academy (Pty) Ltd, ETD Toolkits, you hereby agree to adhere to the following:**

**1. INTELLECTUAL PROPERTY**

- 1.1 You are not allowed to sell these toolkits or any parts thereof to anyone else without the prior written consent of Khulisane Academy (Pty) Ltd. This product remains the intellectual property of Khulisane Academy (Pty) Ltd.
- 1.2 All copyright, title and interest in any document, specifications, other computer-readable media, documents, information, technical and commercial data, techniques and know-how produced or process designed or devised by Khulisane Academy (Pty) Ltd in the course of this Agreement shall remain vested in Khulisane Academy (Pty) Ltd unless otherwise agreed by means of a separate agreement.
- 1.3 You have the license to develop your own programme material only, using this toolkit.
- 1.4 Khulisane Academy (Pty) Ltd cannot be held liable for any changes you make to this content without prior written consent.



Stanford Office Park, Unit 10, 12 Buahinia Street, Highveld Technopark, Centurion, South Africa

T 012 942 0007 | F 086 693 3918 | E [info@khulisane.com](mailto:info@khulisane.com)

*Directors: Tabea Kabinde; Sanet Theron | Comp Reg Nr: 2010/009765/07*

*SETQAA0210 (Services SETA) | ETDQA 10022 (ETDP SETA) | SDP1220/16/073-28 (QCTO) | CSD: MAAA 0000175*

## 2. CONFIDENTIALITY

- 2.1 For the purpose of this clause, “**confidential information**” means specifications, documentation and other computer-readable media, documents, information, technical and commercial data, techniques and know-how.
- 2.2 The Parties hereto recognise that information, agreed or noted by the Parties to be confidential, may be passed from one Party to another for the purpose of the Project, and that confidential information may arise from the Project.
- 2.3 All information not designated in writing as confidential is not confidential. If either Party requires information to be designated as confidential information, it will be marked clearly as such, or if disclosed orally, it will be identified as confidential at the time of disclosure.
- 2.4 The Parties hereto undertake to use all reasonable endeavours to keep confidential any confidential information unless disclosure of such confidential information to another party is specifically approved in writing by the owner of the confidential information.
- 2.5 No confidential information arising from the Project may be disclosed unless both Parties agree in writing to such disclosure.
- 2.6 The obligation of confidentiality will not apply to information which:
- 2.6.1 becomes known by third parties through no fault of the Parties hereto;
  - 2.6.2 is or becomes published otherwise than by unauthorised publication in breach of this Agreement;
  - 2.6.3 is independently developed by an employee of the recipient who has not had access to any of the confidential information disclosed to the recipient by the other Party;
  - 2.6.4 is in the public domain;
  - 2.6.5 can reasonably be demonstrated to be known to the Parties prior to disclosure under this Agreement;
  - 2.6.6 is disclosed to the Party or Parties by another party entitled to disclose the information;
  - 2.6.7 the Parties hereto agree to release; or
  - 2.6.8 is required to be disclosed by law.



2.7 The Parties hereto will take due precautions to ensure that their staff, customers and contractors, who have a need to know confidential information, undertake the above obligations of confidentiality.

2.8 Each Party may not divulge, and will procure that any of its employees or agents do not divulge, to any person, other than the duly authorised representatives of the other Party and its own staff, and only if this is necessary for the proper rendering of the services under this Agreement, any confidential information arising out of the performance of, related to or discovered in the course of the performance of the services required under this Agreement, without the prior written authority of the other Party.

### 3. VARIATIONS / AMENDMENTS

No variation or amendment of the terms and provisions of this Agreement shall have any force or effect unless same are reduced to writing and such amending document is signed by the parties.

### 4. BREACH

4.1 Should either party be in breach of any provision of this Agreement the aggrieved party shall by written notice give the offending party 14 working days in which to remedy the cause for complaint failing which the aggrieved party shall have the right to:

- 4.1.1 Grant the offending party further time to remedy the cause for complaint;
- 4.1.2 Apply to the Court for an order demanding specific performance with or without damages.
- 4.1.3 Cancel this Agreement and sue for damages.

### 5. LATITUDE

Any latitude or extension of time granted by one party to the other in respect of any provision in this Agreement shall not be deemed to be a waiver of any right that the aggrieved party may have.

### 6. ARBITRATION AND JURISDICTION

6.1 Should there be a dispute in regard to the interpretation of the terms of this Agreement or the standards to be achieved in respect of the project as a whole or in relation to a part



thereof, the parties shall agree on the selection of an Arbitrator who shall have the appropriate qualifications to tend to such dispute and:

- 6.1.1 Both parties shall draw up their contentions in respect of the dispute and shall forward same to the Arbitrator within 7 days of the Arbitrator’s selection by the parties;
- 6.1.2 The Arbitrator may call upon the representatives of the parties either singly or together to elicit further information to assist the Arbitrator in making his / her decision;
- 6.1.3 The Arbitrator’s decision shall be final;
- 6.1.4 Such arbitration proceedings shall not be subject to the Arbitrations Act 1965;
- 6.1.5 The party least favoured by the Arbitrator’s decision shall be liable for the entire costs of the arbitration proceedings;
- 6.1.6 Should the parties be unable to agree on the selection of the sole Arbitrator to attend to the dispute, the matter shall be referred to the attorneys of either parties’ choice.

## 7. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement and no other conditions, warranties, stipulations or representations shall be binding on the parties.

## 8. SIGNATORIES

The signatories to this Agreement warrant that they are duly authorised to bind their respective parties, **Khulisane Academy (Pty) Ltd** and .....

## 9. DOMICILIA

The parties choose as their respective *domicilium citandi et executandi* for purposes of this

Agreement as set out hereunder:





**Khulisane Academy (Pty) Ltd:**

Stanford Office Park, Unit 10  
12 Buahinia Street  
Highveld Techno Park  
Centurion, South Africa

**The Client:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted for and on behalf of  
**KHULISANE ACADEMY (PTY) LTD**  
and duly authorised

Accepted for and on behalf of  
.....  
and duly authorised

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_  
**Place:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_  
**Place:** \_\_\_\_\_

*Note: Please initial on the bottom of every page (right corner).*



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