

## MUTUAL NON-DISCLOSURE AGREEMENT

<p><b>Agreement between</b></p> <p><b>"Disclosing Party"</b></p> <p><b>and</b></p> <p><b>"Recipient"</b></p>	<p><b>"Disclosing Party"</b></p> <p>Name: <b><i>Melissa Jane Foran ACN 641 363 260</i></b></p> <p>trading as <b>The Little Minds Program Pty Ltd</b></p> <p>and</p> <p><b>"Recipient"</b></p> <p>Name:</p> <p>Company: .....</p>
<p><b>"Professional Development"</b></p>	<p><b>"The Professional Development Program"</b> is as described hereunder:</p> <p>Title: <b><i>'THE LITTLE MINDS PROGRAM'</i></b></p> <p>Brief Description: A professional development program designed for Teachers and Educators in kindergartens and schools. This program helps Teachers and Educators to reduce bullying behaviours and challenging behaviours in the classroom.</p>
<p><b>"Confidential Information"</b></p>	<p><b>"Confidential Information"</b> means confidential technical, commercial or other such information of the Disclosing Party (whether oral, written or pictorial) of, or relating directly to the Project but does not include information which:</p> <ul style="list-style-type: none"> <li>(i) was in the public domain, or in the Recipient's possession prior to the date of this Agreement;</li> <li>(ii) comes into the public domain after the date of this Agreement; or</li> <li>(iii) is supplied to the Recipient by another party who is under no obligation of confidence to the Disclosing Party.</li> </ul>
<p><b>" Professional Development, Advice, Training and Professional Assistance"</b></p>	<p>The Recipient may seek advice and professional assistance from the Disclosing Party 2-hour face to face course, this includes, course materials, teaching tool and aftercare 4 x 15-minute zoom sessions. The Recipient shall pay the Disclosing Party course fee upfront fee of \$750.00.</p>

## TERMS OF AGREEMENT

1. The Recipient acknowledges that the Confidential Information provided or conveyed to it concerning the Professional Development courses materials is made available by the Disclosing Party for the purpose of consulting, training and advising challenging behaviours in the kindergarten or schools.
2. The Recipient undertakes that it will not use the Confidential Information so provided for any other purpose than as stated in Clause 1 above without the consent of the Disclosing Party.
3. The Recipient undertakes that it will not disclose the Confidential Information provided to any other party, nor publish, use, reproduce or copy the Confidential Information, or allow it to be published, used, reproduced or copied by any other party without the prior consent of the Disclosing Party except:
  - (i) as necessary for the purpose outlined in Clause 1.
  - (ii) as required by law;
  - (iii) as permitted by the Disclosing Party.
4. The Recipient undertakes to maintain effective security measures to protect the Confidential Information from unauthorised access, use or disclosure.
5. The Recipient undertakes to deliver up all the Confidential Information provided by the Disclosing Party within 14 days if so requested by the Disclosing Party.
6. The recipient makes full payment to the Disclosing Party upon booking of enrolment of the course offered by the Disclosing Party.
7. No cancellations accepted after payment had been made. However, you will be able to reschedule for an alternative time at our mutual convenience. Please email [info@thelittlemindsprogram.training](mailto:info@thelittlemindsprogram.training) the proposed new time and date.
8. The Recipient acknowledges the terms and conditions of this Agreement. The Disclosing Party retains the right to cease any persons' participation in the professional development at her discretion.

## AUTHORISATION

Disclosing Party	Recipient
..... Name (Printed)	Name (Printed)
..... Signature	..... Signature
..... Date	..... Date