

# iSTAR Skill Development Private Ltd

Registered Office: #41, 1<sup>st</sup> Cross, Domlur 2<sup>nd</sup> Stage,  
Bangalore 560 064  
Phone No: 080 4164 9503  
Email: [info@istarindia.com](mailto:info@istarindia.com)



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## TRAINER CONFIDENTIALITY CONTRACT

### 1. Code of Conduct at Academic Institutions

- 1.1 You shall, for the duration of your training contract, be required to carry out such duties and responsibilities as may be assigned to you by iSTAR Skill Development Private Limited ('the Company').
- 1.2 You shall not, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity, whether as a principal, agent or otherwise, with the Company's clients.
- 1.3 You shall keep strictly confidential details of your compensation outside the Company.
- 1.4 You shall not disclose or divulge any confidential information related to the Company's business or its customers which may come to your knowledge or possession during the tenure of your training contract and which should not be disclosed or made public save in the course of the proper execution of your duties.
- 1.5 You undertake not to make copies or duplicates of confidential or sensitive property or material including but not limited to training materials, keys, access cards, diskettes, photographs or such other proprietary information relating to the Company's business.
- 1.6 In event that you are approached by the Company's clients for engagement in a similar training capacity, you will report the same to iSTAR and agree to not enter into such arrangements without mutual consent with iSTAR. You also agree to not approach iSTAR's clients in an independent capacity for any commercial engagement for the duration of six months on the expiry of the training contract.

### 2. Confidentiality of Content, Materials and other Intellectual Property of iSTAR

- 2.1 In connection with your training contract with iSTAR, you may have access to non-public information, including but not limited to information and materials relating to the business and financial affairs of the firm, training materials and procedures, client development activities and sales procedures, personnel matters, operating procedures, organizational responsibilities, marketing matters and policies or procedures of the firm, its employees, clients, or agents. With respect to such confidential and proprietary information and materials you agree that:
  - Confidential and proprietary information shall only be used as authorised, and only for the purposes of iSTAR; and
  - You will hold all Confidential and proprietary information and materials in strict confidence, and, except for the above authorised uses will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign license, market or transfer confidential and proprietary information and materials to any person, firm or corporation, including firm employees who do not have a need to know or see the said materials. This provision applies to authorized writings of any kind

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containing such information or materials including books and articles; and

- While you are continuing your training contract with iSTAR you will not disclose or use without authorization information concerning persons or entities other than iSTAR which is proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or third party, and
- Upon termination of your training contract with iSTAR, you will return to iSTAR all originals and copies of documents and other materials relating to iSTAR or containing or derived from confidential and proprietary information and materials that are in your possession or control, accompanied, if requested by a certificate signed by you and satisfactory to iSTAR.

2.2 You hereby irrevocably assign to iSTAR, its successors and assigns, and iSTAR shall have exclusive ownership rights, including, but not limited to any invention, discoveries, concepts, ideas or information, conceived by you in the course of your training contract with iSTAR, and all documents, data, and other information of any kind including, incorporating, based upon or derived from the foregoing, including reports and notes prepared by you. Such work will be the property of iSTAR and shall be considered a work made for hire and may not be used for any purposes other than the benefit of iSTAR. Any and all such property and materials containing such property shall be delivered to iSTAR on request and in any event at the termination of your training contract by iSTAR, and no copies thereof shall be retained by you unless the prior written consent of iSTAR is obtained with respect thereto. You will cooperate fully with iSTAR to establish, protect or confirm iSTAR's exclusive rights to such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision, shall, if requested be provided to iSTAR.