

TEA Confidentiality Undertaking

[name] _____

of

[address] _____

In favour of: The Mayflower College, 1 Radford Road, The Hoe, Plymouth, PL1 3BY,
United Kingdom

1. Interpretation

1.1 In this undertaking:

Approved Purpose means a purpose authorised in one or more of the following ways:

- by a member of staff of the Mayflower College;
- by a TEA Administration Manual, TEA Examiner Handbooks, ILTA Code of Practice or other official TEA publication.

Confidential Information has the meaning given in clause 2.

TEA means the Test of English for Aviation developed and owned by Mayflower College.

2. TEA Confidential Information

I acknowledge that all information (in whatever form) received by me that is associated with TEA, including (but not limited to) the examples listed below, belongs solely to the Mayflower College and is confidential to the Mayflower College.

Examples of Confidential Information:

- the contents of TEA and all test materials (including CDs containing recordings of the TEA);
- information about TEA and TEA system of test administration stored in any form, including the dedicated software application known as the TEA administration software and all data stored using the TEA administration software;
- information about TEA Examiner Training;
- procedures for delivery, storage and destruction of copies of TEA;
- TEA results.

3. Obligation of confidence

I agree to:

- a) maintain the confidential nature of the Confidential Information;
- b) follow any directions in respect of the Confidential Information given to me by the Mayflower College or someone authorised by the Mayflower College;

.c) not use, disclose, discuss or reproduce any of the Confidential Information for any purpose other than the Approved Purpose;

d) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure; and immediately notify the Mayflower College of any potential, suspected or actual unauthorised use, copying or disclosure of the Confidential Information.

4. Injunctive relief

I acknowledge that damages are not a sufficient remedy for the Mayflower College for any breach of this undertaking. The Mayflower College is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by me, in addition to any other remedies available to the Mayflower College at law or in equity.

5. Indemnity

I undertake to indemnify the Mayflower College against all liability or loss arising directly or indirectly from, and any costs, charges and expenses incurred in connection with any breach by me of this undertaking.

6. Term of obligations

I acknowledge that my obligations in this undertaking survive for the duration of the period I receive Confidential Information from the Mayflower College plus 3 years.

Executed as a deed poll.

SIGNED

[name in capital letters] _____

Signature:

in the presence of [name in capital letters]

[address] _____

Signature

Date: _