

Roamer Partnership Agreement

By joining the RoAD Partnership you agree to the aims and terms of the Partnership and the Non-Disclosure-Agreement.

The **Roamer Activity Development Partnership Programme** aims to create the open source free activities.

As a partner you will:

1. Receive discounted or free equipment¹
2. Liaise with Valiant designers to explore the possibilities
3. Receive editorial and graphical support to help you produce high quality materials

As part of the partnership agreement you will work with Valiant to:

1. Develop vision, goals and objectives on the use of educational robotics
2. Develop an action plan
3. Work with the monitoring and evaluation team

Your work on has to be different to the work of other partners or existing activities. Other than this stipulation you are free to work on any activity or research project you wish. Valiant is very flexible about the scheme: it is all a matter of what works best for both partners and what will help produce the best activities to help teachers and children.

What Happens to the Activities?

The activities will be posted to the Valiant web site and made available to teachers and educators as an open source open content resource². You will be publicly credited for you contribution.

Are the Activities Free to Teachers and Schools?

Yes. Valiant do not charge schools for the activities. However, they do reserve the right to charge for Roamer Behaviours they have to create to support the activities.

¹ There are no absolute rules about this. It depends on the circumstances and this will be agreed on a project-by-project basis.

² http://en.wikipedia.org/wiki/Open_source_curriculum and http://en.wikipedia.org/wiki/Open_Content

Road Partnership Confidentiality and Non-Disclosure Agreement

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is entered into by and between VALIANT TECHNOLOGY LTD a United Kingdom company having its principal place of business at Valiant House, 3 Grange Mills, Weir Road, Balham, London SW12 ONE, England ("Company") and anyone (Partner) agreeing to enter a RoAD Partnership with the company.

Recitals

The Company and Partner are entering into a formal or informal partnership arrangement either formally or informally regarding the company's products in general, but specifically relating to the Company's Roamer-Too[®] product (also known as Roamer).

As part of the Partnership, it will be necessary for the Company to disclose to Partner Confidential Information (as such term is defined below) which is proprietary to the Company.

The Partner acknowledges that its disclosure of such Confidential Information to third parties would cause serious and irreparable damage to Company.

NOW, THEREFORE, in consideration of Company entering into negotiations with Partner, and of the premises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Agreement

1. The Confidential Information. Company hereby agrees to disclose to Partner certain confidential and proprietary information concerning certain technology, know-how, data and/or other information belonging to the Company and relating to its current and/or proposed products and operations (hereinafter referred to collectively as the "Confidential Information"). "Confidential Information" shall include all information, technical data or know-how, including, but not limited to, that related to the Company's research, ideas, formulas, products, software, services, development, inventions, processes, techniques, designs, drawings, engineering, marketing pricing, customers, suppliers and finances disclosed by the Company to Partner either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.

2. Non-Disclosure of Confidential Information. Partner hereby agrees not to disclose Confidential Information to any other person or entity except as herein permitted and undertakes to use its best efforts to prevent any inadvertent disclosure of Confidential Information to others.

3. Limited Use. Partner agrees not to use Confidential Information for its own use or for any purpose other than to evaluate whether Partner desires to

become involved with the RoAD Partnership, or, if Company and Partner should enter into a RoAD Partnership, to carry out the work of the Partnership.

4. Compliance: hereby agrees not to disclose the Confidential Information to any third parties or to any of its employees, except such employees as are reasonably required to have access to the Confidential Information to evaluate the business possibility. Partner further undertakes to ensure that its employees, former employees and agents or independent contractors comply fully with the confidentiality and non- disclosure obligations hereby imposed.

5. The obligations of paragraphs 2, 3 and 4 hereof shall terminate with respect to any particular portion of the Confidential Information, but only with respect to such portion:

(a) when Partner can document that (a) such information was in the public domain at the time of Company's communication thereof to Partner or (b) it entered into the public domain through no action of Partner subsequent to the time the Company communicated it to Partner;

(b) which was developed by Partner and in the possession of Partner prior to Partner's receipt of the Confidential Information from the Company; or

(c) upon the prior written consent of the Company.

6. Copyrights, Trademarks, etc.. Partner acknowledges the Company's exclusive rights in and to all copyrights, trademarks, trade names, design rights and patents now or hereafter applied for or granted in connection with the Confidential Information. All materials including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to Partner by the Company shall remain the property of Company, and nothing contained herein shall be construed as giving Partner any license or rights with respect to any information or materials, which may be disclosed to Partner including, without limitation, Confidential Information. Partner shall make no copies of any Confidential Information without the prior written consent of Company and Partner shall return to Company promptly at its request all Confidential Information along with all copies made thereof and all documents or things containing any portion of Confidential Information.

7. Third Parties. Partner hereby undertakes that all communications from Partner to personnel and authorised representatives of Company shall not be in violation of the proprietary rights of any third party and shall be made without any obligation of confidence.

8. Term. Except as otherwise indicated herein, this Agreement shall continue in effect during and after any discussions or negotiations relating to the possibility of Company and Partner entering into a business relationship, as contemplated herein.

9. Injunctive Relief. Partner acknowledges that any violation of this Agreement will cause Company immediate and irreparable harm. Therefore, upon any actual or impending breach of this Agreement by Partner, Company shall be entitled, and Partner hereby consents, to the issuance by any court of competent jurisdiction of temporary, preliminary and permanent injunctions, without bond,

restraining any such breach by Partner and any other person or entity acting in concert with Partner or to whom all or part of the Confidential Information may have been disclosed. Partner understands that the foregoing injunctive relief shall be in addition to and shall not limit in any manner the availability of any other legal remedy.

10. Unenforceable Provisions. Each portion of this Agreement is severable. If any provision is found to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement as modified by order of such court shall be enforceable and all other provisions shall remain binding and in effect. If any provision is unenforceable because of the breadth of area, subject or time to which it applies, such provision shall be enforced to the fullest extent permissible under the law of the jurisdiction where enforcement is sought.

11. Legal Fees. In any dispute between the parties arising under this Agreement, the prevailing party shall be entitled to legal counsel's fees and other costs of litigation in addition to all other remedies.

12. Benefits. This Agreement shall inure to the benefit of and be binding on the heirs, personal representatives, successors and assigns of the parties.

13. Entirety. The recitals in this Agreement are hereby incorporated herein, and each statement of fact therein about a party is hereby represented by such party to be true. The parties further acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the parties' entire agreement with respect to its subject matter. This Agreement may not be explained or supplemented by any prior or existing course of dealing between the parties, usage of trade or custom, or by any prior performance between the parties pursuant to this Agreement or otherwise. This Agreement may be modified only by a written instrument signed by each of the parties.

14. Constructions. Headings herein are for convenience only and are not part of this Agreement.

Acceptance

1. By applying to join the RoAD Partnership Bulletin Board the Partner Accepts these terms and conditions.
2. The Partner further agrees to these terms when they log onto the RoAD Partnership Bulletin Board.