

Intellectual Property Agreement for the Keys to Math Success Program

INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Intellectual Property Rights Agreement (the "Agreement") is made and entered into as of the ____ day of ____, 2025 (the "Effective Date"), by and between:

On-One Education Ltd, a company organized under the laws of Trinidad & Tobago, with its principal place of business at Trinidad (hereinafter referred to as "**On-One**"), and

_____, a math teacher participating in the training session, with a principal place of business at SHEL's Institute 18 Rushworth St, San Fernando (hereinafter referred to as the "**Teacher**").

RECITALS

WHEREAS, On-One is an educational company that develops and offers training programs, including materials such as manuals, textbooks, and other instructional content, and is committed to protecting its intellectual property rights;

WHEREAS, the Teacher has enrolled in On-One's training program for math teachers, which involves approximately a three-month long training session, during which On-One will provide the Teacher with various educational materials, including a manual and textbook that On-One has developed;

WHEREAS, On-One desires to protect its intellectual property rights in these educational materials and other content, including but not limited to manuals, textbooks, notes, PowerPoint presentations, and any other resources created and provided to the Teacher during the training program;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 Intellectual Property: For the purposes of this Agreement, "Intellectual Property" refers to all patents, copyrights, trademarks, trade secrets, designs, and other proprietary rights, including but not limited to the training materials, manuals, textbooks, lesson plans, instructional content, worksheets, digital content, and any related works created by On-One (the "Materials").

1.2 Work Product: Any work, development, modification, adaptation, or creation made by the Teacher, including any new materials or lesson plans derived from the Materials provided by On-One, during or in connection with the training program.

2. OWNERSHIP OF INTELLECTUAL PROPERTY

2.1 On-One's Ownership: The Teacher acknowledges and agrees that all rights, title, and interest in and to the Materials, including the manuals, textbooks, and any other educational content provided by On-One, are and shall remain the exclusive property of On-One. On-One retains all intellectual property rights, including copyrights, trademarks, and any other proprietary rights in and to the Materials.

2.2 No Transfer of Ownership: The Teacher is granted a limited, non-exclusive, non-transferable, revocable license to use the Materials solely for the purpose of personal use during the training program and for use in their teaching activities directly related to

the training program. The Teacher shall not modify, distribute, photocopy, create derivative works from, or otherwise exploit the Materials for any other purpose without the prior written consent of On-One.

2.3 Work Product: The Teacher agrees that any new materials, modifications, adaptations, or lesson plans created by the Teacher during or in connection with the training program, based on the Materials, shall remain the property of On-One if such works are based on or derived from the intellectual property provided by On-One. The Teacher hereby assigns all rights, title, and interest in such Work Product to On-One.

3. CONFIDENTIALITY AND NON-DISCLOSURE

3.1 Confidential Information: During the training program, the Teacher may have access to or become aware of confidential or proprietary information of On-One, including but not limited to the Materials, internal business practices, teaching methodologies, and future program development (the "Confidential Information").

3.2 Non-Disclosure Obligation: The Teacher agrees to maintain the confidentiality of all Confidential Information and not to disclose, share, or otherwise make available any Confidential Information to any third party, without the prior written consent of On-One, both during the term of the training program and after its conclusion.

3.3 Return of Materials: Upon completion or termination of the training program, or upon On-One's request, the Teacher agrees to return or destroy all copies of the Materials and any other Confidential Information received during the training program.

4. LICENSE TO USE THE MATERIALS

4.1 Limited License: On-One grants the Teacher a limited, non-exclusive, non-transferable license to use the Materials solely for the duration of the three-month

training program and to the extent necessary to facilitate the Teacher's participation in the program. This license does not grant the Teacher any ownership rights in the Materials or any other intellectual property provided by On-One.

4.2 Prohibited Use: The Teacher shall not reproduce, distribute, perform, display, or otherwise exploit the Materials for commercial purposes or for any purpose other than personal educational use in the context of the training program.

4.3 Sole and Exclusive Use Within On-One Program: The teacher agrees to use the Materials **solely and strictly** within the scope of the training program offered by On-One Education Ltd. The Teacher shall not use, distribute, or adapt the Materials for any other educational program, tutoring service, or business outside of On-One's training program, unless otherwise agreed to in writing by On-One. Any such use outside of the On-One program will be subject to a separate licensing agreement and associated fees.

5. INTELLECTUAL PROPERTY INFRINGEMENT

5.1 Indemnification: The Teacher agrees to indemnify, defend, and hold harmless On-One, its officers, employees, agents, and affiliates, from and against any claims, damages, or liabilities (including reasonable attorney's fees) arising out of any third-party claim that the Teacher's use of the Materials or any Work Product infringes upon the intellectual property rights of any third party.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall be effective as of the Effective Date and will continue in effect until the completion of the three-month training program, unless terminated earlier as provided herein.

6.2 Termination by On-One: On-One may terminate this Agreement immediately if the Teacher breaches any of the terms outlined herein, including, without limitation, misuse of the Materials or disclosure of Confidential Information.

6.3 Survival: The Teacher's obligations under Sections 2, 3, and 5 shall survive the termination of this Agreement.

7. MISCELLANEOUS

7.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to such subject matter.

7.2 Amendments: No amendment or modification of this Agreement shall be effective unless made in writing and signed by both parties.

7.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Trinidad & Tobago.

7.4 Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.5 No Waiver: The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or the right to enforce it in the future.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Rights Agreement as of the Effective Date.

On-One Education Ltd

By: _____

Name: Keion Lamorrell

Title: Director of On-One Education Ltd

Date: _____

Teacher's Name

By: _____

Name: _____

(Teacher's Full Name)

Date: _____

