



Agreement Between NZISD & “Company”

NZISD hereinafter referred to as “**NZISD**” is an Industrial Training Provider Company, one of New Zealand’s market-leading specialists in Industrial Training Institute on the first part;

AND

You hereinafter referred to as “**Company**” which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREAS:

- i. **NZISD** is desirous of entering into an agreement with **Company** which will automatically become a legally binding contract.
- ii. **NZISD** and **Company** agree that this agreement is enforceable under any circumstance and by executing the same they have decided to abide by the terms and conditions herein.

UNDERSTANDING NZISD

NZISD is an Industrial Training Provider Company, one of New Zealand’s market-leading Specialists in Industrial Training Institute, with the website: <https://www.nzisd.co.nz>. **NZISD** is a private company with limited liability by New Zealand laws.

NZISD provides Industrial Training/Internship programs for students in New Zealand. **NZISD** prepares students with adequate **IT** and **Digital Marketing** Knowledge, for subsequent Jobs and Internship at Various Third-party's company.

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, HEREBY AGREE AS FOLLOWS: -

1. TERMS OF THE AGREEMENT

1. Both parties are in agreement that **NZISD** will provide Industrial Training to the Graduate Student so that NZISD can deliver them Practical Based Training.
2. **NZISD** and **Company** agree that NZISD provides the graduate students with practical skills thus filling the gap between the graduate student and the company which is the employer.
3. **Company** understands that **NZISD** plays the role of linking the company with the graduate students who have fully acquired the required practical skills.
4. **Company** and **NZISD** are in agreement that the above mentioned terms will govern their mode of operation from this day henceforth.
5. By collaborating with our company or using any of our services, these terms will automatically apply to you. You should make sure that you read them carefully. You're not allowed to copy or modify the terms of service, **NZISD** property including Logo, or our trademarks in any way. The trademarks, database rights, copyright and other intellectual property rights related to it, belong to **NZISD**.
6. **NZISD** is committed to ensuring that we offer our service proficiently and as efficiently as possible. For that reason, we reserve the right to make changes to the terms of service, at any time and for any identifiable cause.
7. **NZISD** will never request for charges from any Third-Party company for hiring our students for Jobs or taking them on internships. **NZISD** will only take benefit in return

from Third-Party Company, such as in Promotion of the values of **NZISD** by featuring the company Logo on our website.

8. You should be aware that there are certain things that **NZISD** will not take responsibility for. **NZISD** Students who would be moving to your company would have to agree on the Terms and Conditions of your Company, but NZISD cannot take responsibility for the actions of students on resumption at your company.
9. Concerning **NZISD**'s responsibility for providing adequate information as necessary of our students, without infringement of the students' own Privacy. It is essential to have in mind that although we endeavor that the interest of your company is ensured at all times, we rely on third parties to provide basic specification and information of requirement in the selection of NZISD Students for Internship or Jobs.
10. **NZISD** reserves the sole right to reject or stop any Third-Party application for access to its students. Consequent to inadequacy, disagreement, or non-commitment to the terms and conditions of NZISD.

2. THIRD-PARTY COMPANY

To be able to have access to the **NZISD** Students, the Third-Party company has to make a formal request in writing or sign up form or create an Account in the way as described on the Website. Upon submitting an application or creation of an Account with adequate and updated company's information. The Third-Party Company is responsible and liable for all use made of and access to the Service based on the information provided. In case your company perceived or has reason to assume that its information on request or Account has/have come into the hands of unauthorized personnel, your company must inform **NZISD** of this immediately, notwithstanding its own obligations to take immediate effective measures, such as withdrawing such application.

NZISD accepts no liability for any damages resulting from unauthorized access to or use of our Service by third parties.

3. SERVICE

1. **NZISD** at this moment grants you (Third-Party Company) a non-exclusive, non-transferable, limited right to access and use of the Service of Our Students, under the conditions of these Terms & Conditions and for the duration of the Agreement.
2. The whole functionality of any student at third-party's company, including team-work, hardworking and any other behavioral attributes available thereof, and any other act relating to the role of students is at the third-party own risk and responsibility. **NZISD** is not liable and responsible for the role, function and/or assessment of the student performance at the Third-Party's Company.
3. Each student might be held responsible for meeting the technical and functional requirements of Third-Party's Company, subject to the third-party's work terms and conditions stated before acceptance. The Student/Third-party Company will at all times bear the risk of loss or damage that may occur.
4. Notwithstanding any other provisions of these Terms & Conditions, and any of the Third-Party legal obligations, the use of the Service, at **NZISD's** sole discretion:
 - involve the unreasonable or disproportionate use of the Logo or Trademark of **NZISD** 's. including but not limited to any use in violation of NZISD 's fair use policy as described on the Application or in the Service.
 - impede the functionality or functionalities of the Service.
 - bypass technical security measures of the computer systems of **NZISD**.
 - infringe any of **NZISD** 's Intellectual Property Rights, privacy rights or any other rights.
 - involve otherwise inappropriate use.
 - promote or provide instructions or information about how to engage in illegal conduct, to commit illicit activities or support physical harm or injury.
 - involve any unlawful activities or activities that are contrary to morality or public order;
 - affect false or misleading information;
 - Breach of these Terms & Conditions or the Agreement; or. Be unlawful in any way whatsoever.

5. The Third-Party Company warrants to refrain from such acts.
6. **NZISD** will have the right (but not the obligation), at its sole discretion, to review, edit, limit, refuse or remove Terms of service and/or to limit and/or refuse Your access to and/or use of the Service.
7. **NZISD** may disclose Your Personal Data and/or Terms of Application, or other data relating to the use of the Service, where it believes, in good faith, that it is necessary to comply with a court order, ongoing judicial proceeding, criminal or civil subpoena, or other legal process or request by law enforcement authorities in New Zealand, or to exercise its constitutional rights of defence against legal claims.

4. PERSONAL DATA TO THIRD PARTIES

NZISD does/will not sell, trade or rent your Personal Data that are provided on request of **NZISD** Students without your prior consent.

If **NZISD** (or any parts of it) is transferred to another company, or that **NZISD** merges with a third party, or undergoes reorganization, your Access, Application or Personal Data may also be disclosed and/or transferred to that company. This company will have the right to continue to use the information that you provided to **NZISD**.

5. SURVIVAL

Save with regard to matters which require to be fulfilled and are in fact fulfilled prior to or at the Execution Date, this Agreement shall continue to be in full force and effect.

6. DISPUTE RESOLUTION

1. Should any dispute arise between the parties with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this

agreement, the parties shall in the first instance attempt to resolve such dispute by amicable negotiations.

2. Should such negotiations fail to achieve a resolution within fourteen (14) days, either party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to mediation.

7. AMENDMENT

This Agreement may be updated at any time. **NZISD** will publish an updated version of the Terms and Conditions via its website. **NZISD** encourages you to check this page. You acknowledge and agree that it is your responsibility to review these Terms and Conditions periodically and familiarize yourself with any updates.

You agree to be bound by any of the changes made to this Statement. Your continued use of **NZISD** Student-Trainee Program service after the changes take effect will indicate your acceptance of the amended Statement. If you do not agree with the revised Statement, you must contact NZISD Company immediately.

8. INTENTION TO BE BOUND

1. Each of the parties hereby agrees and confirms for the purposes of the Law of Contract that it has executed this Agreement with the intention of binding himself/ herself fully to the contents hereof.
2. No person who is not a party to this Agreement shall be made a party to this Agreement or shall have any right to rely on or enforce any term of this Agreement.

9. TERMINATION

Failure to honor the Terms of this Agreement by any of the parties automatically terminates this Agreement.

10. CONFIDENTIALITY

The parties shall keep this Agreement, all terms and conditions of this Agreement and the business and affairs by and between the parties strictly confidential and shall not:

(i) disclose any such information to any third party, (ii) make any written or oral comments to any member of the media concerning such information, and (iii) use any such information for purposes of publicity or otherwise disclose or divulge such information.

11. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the subject matter to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and other documents issued by the owner in connection herewith, the terms set forth in the body of this Agreement shall prevail.

12. WHAT TO DO IF YOU HAVE ANY QUESTIONS OR REMARKS

If you have any questions or remarks about these Terms, please contact us by sending an email to trainings@nzisd.co.nz