



CONFIDENTIALITY AGREEMENT – EDITOR

Confidentiality Agreement (this "Agreement") dated as of _____ (insert date) between **Science and Technology Development Journal (VNU-HCM Press) ("Disclosing Party")**, and _____ (*Please type/print your name here*) ("**Receiving Party**") (each a "Party", and collectively, the "Parties") governs the disclosure of Confidential Information by Disclosing Party or its representatives to Receiving Party about Disclosing Party's business and technology. The Receiving Party agrees as follows:

1. Definition of Confidential Information. "Confidential Information" means all information disclosed to the Receiving Party in the course of performing services for the Disclosing Party. Confidential information includes, but is not limited to, (i) all forms of scientific documents including manuscripts, grants, and proposals, specifications, techniques, models, data, photographs, figures, diagrams, documentation, research data, processes, procedures, "know-how", ideas, sketches, drawings, works of authorship, and algorithms (ii) customer information, marketing plans, price list, strategies, business and contractual relationships, and other information regarding the Disclosing Party and its business, and (iii) copyrighted information.

2. Identification of Confidential Information. All information transmitted between Disclosing Party and Receiving Party by any and all means including but not limited to tangible material, including without limitation, software, hardware, drawings, graphs, charts, disks, tapes, prototypes and samples or disclosed orally or visually, shall be considered confidential for the purpose of this agreement.

3. Restriction on Use and Disclosure of Confidential Information. The Receiving Party represents, warrants, and agrees that: (i) Receiving Party shall use Disclosing Party's Confidential Information exclusively for the purpose of providing service/services requested by the Disclosing Party, as defined, and for no other purpose. (ii) it will hold in trust and confidence all Confidential Information and will not publish, transfer, or disclose to others, directly or indirectly, as Confidential Information or anything relating to such information without the prior written consent of the Disclosing Party; (iii) it will not copy or reproduce any Confidential Information; (iv) it will not use any Confidential Information for any purpose without the prior written consent of the Disclosing Party, except as may be necessary in the course of the Receiving Party's relationship with the Disclosing Party; (v) in fulfilling the obligations under clause (i) and (ii) and (iii) above, it will use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information as the Recipient employs with respect to similar information of its own that it does not desire to publish, disclose or disseminate; (vi) it will upon the termination of the Contract Agreement, or any other time, if requested by the Disclosing Party, return any and all parts of the Information provided by the Disclosing Party in documentary form and will return or destroy any copies or other tangible embodiments thereof made by the Receiving Party.

4. Exclusion. The foregoing obligation of confidentiality by Receiving Party shall not apply to any information with respect to which the Receiving Party can demonstrate by written records that: (i) such information was already in the Receiving Party's possession or control prior to or earlier than the date of (a) disclosure; or (b) first interaction with Disclosing Party (provided that such information is not subject to another contractual, legal or fiduciary obligation to Disclosing Party or a third party); or (ii) such information was on the date of its disclosure to Receiving Party in or thereafter enters the public domain other than as a result of disclosure by Receiving Party in breach of this Agreement; or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than Disclosing Party, provided that such source has the right to disclose such information and is not prohibited by a confidentiality agreement with or other contractual, legal or fiduciary obligation of nondisclosure to Disclosing Party or to another third party.

5. Ownership of Rights. It is understood and agreed that any and all proprietary rights, including, but not limited to, patent rights, trademarks and other intellectual property or proprietary rights which are disclosed by Disclosing Party to the Receiving Party, shall be and remain the exclusive property of respective owners of patents, trademarks and other intellectual property or proprietary rights, who were owners of the respective patents, trademarks and other intellectual property or proprietary rights, before such information was disclosed to the Receiving Party. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Receiving Party any license, conveyance or authority in or to the information exchanged or intellectual property.



6. Continuing Obligation. The Receiving Party's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Receiving Party and remain fully enforceable to full extent of law perpetually.

7. Equitable relief. The Receiving Party agrees and stipulates that the provisions of this Agreement are fair and reasonably necessary for the protection of business, goodwill, Confidential Information and other protectable interests of the Disclosing Party and that a breach or threatened breach of this Agreement would give rise to irreparable injury to the Disclosing Party, which injury will be inadequately compensable in money damages. Accordingly, the Receiving Party acknowledges and agrees that the Disclosing Party shall be entitled to seek and obtain a restraining order and/or injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, in addition to and not in limitation of any other legal remedies which may be available.

8. Modification to the Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, representations, negotiations, discussions and understandings of the parties, whether written or oral. The Agreement set forth herein may be modified, amended or waived only by separate written amendment/agreement of each of the Parties expressly so modifying, amending or waiving such Agreement.

The Receiving party acknowledges that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Receiving Party (Type/print your details below)

Signature :

Name (Capitals) :

Address:

Date :

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