



LIN Center for Community Development  
180/47 Nguyen Huu Canh, W22, Binh Thanh District  
Ho Chi Minh City, Viet Nam  
Tel: (848) 3512-0092  
[info@LINvn.org](mailto:info@LINvn.org)  
[www.LINvn.org](http://www.LINvn.org)

## CONFIDENTIALITY AGREEMENT

This confidentiality agreement ("Agreement") is made by and between:

LIN Center for Community Development (Trung tâm Hỗ trợ Phát triển Cộng đồng LIN), a not-for-profit organization legally established under VUSTA Decision No. 741:QD-LHH and existing under the laws of Vietnam, headquartered at 180/47 Nguyen Huu Canh, W22, Binh Thanh District, Ho Chi Minh City, Vietnam (hereinafter, "Employer");

### And

NAME: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

Date of birth: \_\_\_\_\_

ID Card No.: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

(hereinafter, "Volunteer"),

(Together, both parties shall be referred to as "the Parties")

### Whereas:

- The Volunteer offers his/her support to the Employer's project  
\_\_\_\_\_ ("Project");
- In order to carry out the Project, the Employer must provide the Volunteer with confidential information, as specified in Article 1 hereof;
- The Employer requests that the information provided be kept confidential;

NOW, BY THIS AGREEMENT, THE PARTIES agree as follows:

1. CONFIDENTIAL INFORMATION. The Employer shall provide information (hereinafter, "Confidential Information") necessary for the Volunteer to carry out the Project. Confidential Information may include, but is not limited to, all ideas, data, materials, results, notes, know-how, techniques, computer programs, technical data, business plans, software, marketing plans, financial information and other information which is disclosed or transferred orally, in writing or through any other media to the Volunteer by the Employer. Confidential Information also includes whatever the



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Volunteer obtains on behalf of, or in representation of, the Employer. However, nothing herein requires that the Employer disclose any of its information to the Volunteer.

2. PURPOSE OF PROVIDING CONFIDENTIAL INFORMATION. The Volunteer commits to use Confidential Information only for the purpose of the Project, as set forth herein, unless otherwise agreed or required by prior written authorization of the Employer.

3. CONFIDENTIALITY. During the term of this Agreement, as stipulated in Article 8 hereof, the Volunteer will make every effort to keep Confidential Information and private relationships of the Parties as internal information only and, concurrently, be protected and prevented from disclosure to any third party.

4. COMPULSORY PROVISION. The Volunteer can provide Confidential Information within the range of authorization or in accordance with the law by request of the Court or any State administrative management organ provided that the Volunteer immediately informs to the Employer of any such request and, in his/her best attempt, can assure the Employer that the provided information is for the purpose of that organization exclusively.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION. The Volunteer admits that Confidential Information belongs to the Employer and the Employer can use the information for any other purpose, without any obligation or request to the Volunteer.

Except for the regulations hereof, this Agreement shall not give the Volunteer any right to Confidential Information or the right to any Employer's know-how, copyright, patent or intellectual property with respect to Confidential Information.

6. VOLUNTEER'S ASSURANCE. The Volunteer hereby assures that he/she does not and will not undertake any obvious or implied responsibility to any third party that can cause obstacles, difficulties or restrictions to the Volunteer's compliance with the articles herein.

7. VOLUNTEER'S COMMITMENTS. The Volunteer shall privately and secretly use, strictly manage, as well as apply all necessary methods to protect Confidential Information as its owner.

The Volunteer commits not to make any copies of Confidential Information unless such copies are authorized to the Volunteer for project implementation. The Volunteer commits to immediately return or destroy, at the Employer's request, all information in written form, documents, notes and duplicates of Confidential Information. The Volunteer acknowledges that the return of such documents shall not exempt himself from responsibility set forth in the provisions and conditions hereof.

8. VALIDITY. This Agreement shall become effective from \_\_\_\_\_ and remain in effect for the as long as LIN Center remains in operation.

9. DISPUTE RESOLUTION. Any dispute, complaint arising from this Agreement or any breach of this agreement shall be settled first by local arbitration and, finally, by the Court of the Socialist Republic



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of Vietnam. All fees and compensations (if any) for settling such dispute shall be borne by the losing party.

**10. GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the Socialist Republic of Vietnam.

**11. ENTIRE AGREEMENT.** This agreement stipulates the entire agreement between the Volunteer and Employer, and supersedes all prior agreements of relating parties on the subject herein. This Agreement may be modified only by a further written document that is duly executed by both parties.

On behalf of and representing for

LIN CENTER  
FOR COMMUNITY DEVELOPMENT

THE VOLUNTEER

\_\_\_\_\_  
Signature

Full name:

Date: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Full name:

Date: \_\_\_\_\_  
\_\_\_\_\_