

CONFIDENTIALITY AGREEMENT

This confidentiality agreement (“AGREEMENT”) is between School of Continuing and Professional Studies, The Chinese University of Hong Kong (“DISCLOSING PARTY”)

And

<insert individual, company or organization name> (“RECEIVING PARTY”)

Both parties to this AGREEMENT consider it desirable for the RECEIVING PARTY to have access to Confidential Information for the purpose of business cooperation (the “COOPERATION”) such as discussing and evaluating possible collaboration, conducting research and development work, marking IT test papers, printing account password and information for users at the User Areas, carrying out hardware repair and maintenance and /or licensing activities. Therefore the parties agree as follows:

1. Definition of Confidential Information

“Confidential information” includes all personal data about individual staff and students as well as information and ideas of any kind disclosed to the RECEIVING PARTY by the DISCLOSING PARTY, which relates to the teaching, research, development or business activities of the DISCLOSING PARTY. All disclosed information will be considered Confidential information unless the DISCLOSING PARTY specially states in writing that the information is “non-confidential” or “non-proprietary”. For the purposes of this AGREEMENT, Confidential Information shall not include that which is:

- a. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the RECEIVING PARTY;
- b. Discovered or created by the RECEIVING PARTY before disclosure by DISCLOSING PARTY;
- c. Learned by the RECEIVING PARTY through legitimate means other than from the DISCLOSING PARTY or DISCLOSING PARTY’s representatives;
or
- d. Disclosed by RECEIVING PARTY with DISCLOSING Party’s prior written approval.

2. Obligations of RECEIVING PARTY

Any disclosure of Confidential Information is made in the strictest confidence. The RECEIVING PARTY will make all reasonable efforts to ensure the protection, confidentiality, and security of any Confidential Information in its possession. In no event will the RECEIVING PARTY disclose Confidential Information to third parties

without prior written consent of the DISCLOSING PARTY.

3. Copies

The RECEIVING PARTY agrees not to copy or record any Confidential Information except as reasonably necessary to further the COOPERATION. Within five (5) days after the termination of the COOPERATION, the RECEIVING PARTY must deliver to the DISCLOSING PARTY all copies or records of Confidential Information of the DISCLOSING PARTY in its possession or control, or will certify in writing to the DISCLOSING PARTY that the Confidential Information has been destroyed.

4. Time periods

This AGREEMENT shall remain in effect until the DISCLOSING PARTY sends the RECEIVING PARTY written notice releasing the RECEIVING PARTY from this agreement.

5. Indemnification

In the case of any claim or action brought against the DISCLOSING PARTY alleging infringement of the Agreement, the RECEIVING PARTY shall undertake to defend or settle such claim or action at its own expense.

6. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

This AGREEMENT and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this AGREEMENT through its authorized representative.

DISCLOSING PARTY

Signature and School Chop:

RECEIVING PARTY

Signature and Company Chop:

Name: _____

Date: _____

Name: _____

Date: _____

School of Continuing and Professional Studies (SCS, CUHK)
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In the event of any data-carrying item (e.g. hard disk, tape drive, etc) has to be taken away from SCS, CUHK by the undersigned company (Company) for repair, replacement or whatever reason, the Company agrees that:

- (i) the data stored in this item will be kept confidential.
- (ii) the management of the Company will direct its agents, contractors, suppliers, employees and representatives to treat such data confidentially, and no disclosure of such data which is the property of SCS, CUHK will be made under any situation.
- (iii) if the Company dispatches a third party to collect the data-carrying item or passes the data-carrying item to a third-party, the Company is also responsible for directing and requiring the third party not to disclose any data in the item.
- (iv) this confidentiality agreement shall remain in effect until SCS, CUHK sends the Company written notice releasing the Company from this agreement.
- (v) in the case of any claim or action brought against SCS, CUHK alleging infringement of the agreement, the Company shall undertake to defend or settle such claim or action at its own expense.

Signature and Company Chop:

Name: _____

Date: _____

Signature and School Chop

Name: _____

Date: _____