

National Yang Ming Chiao Tung University Confidentiality Contract

The contracting parties are National Yang Ming Chiao Tung University (hereinafter referred to as “Party A”) and _____ Corporation (hereinafter referred to as “Party B”). For the purpose of conducting a research project, Party A and Party B hereby enter into this contract and agree to the following conditions:

Article 1 Duty of Confidentiality

1. Confidential information known to or obtained by either party (hereinafter referred to as the Receiving Party) from the other party (hereinafter referred to as the Disclosing Party) as a result of this Contract shall be kept confidential and shall not be disclosed or delivered to a third party in any manner without the prior written consent of the Disclosing Party or as required by law, court decision or order of a government agency. If the disclosure of confidential information is made in writing, it shall be marked “Confidential”, “Secret” or other similar words. If the disclosure is made verbally, the other party shall be informed of the confidentiality of the document at the time of disclosure and shall confirm in writing to the other party that it is confidential within seven days after the disclosure. Upon termination of this Contract, the Receiving Party shall return, destroy or otherwise dispose of the confidential information in accordance with the instructions of the Disclosing Party. This Article shall not be invalidated, terminated, or cancelled by reason of any subsequent failure, invalidity, or termination of the Contract. However, this Article shall expire _____ years after the expiration of this Contract.
2. The joint results are confidential information shared by both parties and are not subject to the foregoing limitations. Either party may disclose the results of the use, implementation, or licensing of the results to a third party, but shall enter into a confidentiality agreement with such third party identical to or similar to this Article.
3. The obligations of either party under paragraphs 1 and 2 of this Article

shall not apply to the following information:

- (1) The information is known to the public other than as a result of a breach of this Article.
 - (2) The information was properly in the possession of the party before it was acquired from the other party and is not subject to an obligation of confidentiality.
 - (3) The party can properly obtain it from a third party without any obligation of confidentiality.
 - (4) The party can prove in writing that it was developed by itself.
 - (5) The disclosure is made with the express written consent of the other party.
 - (6) The disclosure is required by law due to the actions of government agencies or court rulings.
4. Either party shall be responsible for requiring its personnel involved in this research, including but not limited to researchers, employees or students, to comply with the provisions of this Article. A breach of this Article by the personnel of either party shall be considered a breach of this Article by that party.

Article 2 Consensual Jurisdiction

In the event of litigation arising out of this Contract, both parties hereby agree that the Taiwan Hsinchu District Court shall be the court of first instance.

Article 3 Number of Copies

There shall be three original copies of this Contract, one for each Party A and B and the Principal Investigator.

Contracting Parties:

Party A: National Yang Ming Chiao Tung University

Representative:

Title:

Address: No. 1001, Daxue Rd., Hsinchu City

GUI Number: 87557573

Collaborating Professor

Name: | |

Title: | |

National ID Number (last three codes):

Party B: | |

Representative: | |

Title: | |

Address: | |

GUI Number: | |

Date: _____