

Confidentiality Agreement

As XXXXX (hereinafter referred to as Party A) accepts XXXX and related research work in the research laboratory (XXXXX Institute Center) of Professor XXX (hereinafter referred to as Party C) of **National Yang Ming Chiao Tung University** (hereinafter referred to as Party B), Party B and Party C intend to inform or deliver confidential information in their possession to Party A. Party A understands that the confidential information provided or delivered by Party B and Party C contains legal rights or expectation of benefits of important intellectual property rights of research and development results or technical secrets owned by Party B. In order to maintain the confidentiality of the information known or delivered, Party A agrees to comply with the following provisions of this Agreement:

- Article 1 The term “research and development results” includes intellectual property rights such as patents, copyrights, integrated circuit layout rights, trade secrets, computer software, know-how and other technical data.
- Article 2 The term “technical secrets” refers to all commercial, technical or production secrets related to Party B that have not been disclosed that are labeled “confidential”, “restricted” or other synonyms, or items, documents and information that are not labeled but shall be considered confidential according to Party B’s rules and regulations or general business and legal concepts.
- Article 3 Confidential information delivered by Party B and Party C includes, but is not limited to, written, graphic, computer or disk files, audio, video or CD-ROM data files, etc. All information obtained, known or accessed by Party A from Party B or Party C shall be considered confidential. However, confidential information shall not include the following information:
1. The information delivered or disclosed to Party A by Party B or Party C has been proved in writing to be known to Party A
 2. The information which is not of a confidential nature and which has appeared in a public journal or publication.
 3. The information is disclosed or revealed to a third party with Party B’s prior written consent.
 4. Information lawfully obtained by Party A from a third party who is not subject to any obligation or responsibility of confidentiality.
- Article 4 Party A undertakes to strictly observe the obligation of confidentiality and not to make any confidential information of Party B known to or in the possession of any third party in any way without the written consent of Party B. Party A shall not use or in any way cause a third party to use confidential information of Party B or obtain any rights.
- Article 5 Party A agrees to sign a confidentiality agreement at the time of signing this Agreement with the employees and related personnel whose duties and operations require them to be aware of Party B’s confidential information and

require them to bear the same confidentiality obligations as Party A.

- Article 6 If Party A violates the provisions of this Agreement or if there is any cause attributable to Party A that leads to the disclosure of Party B's confidential information, Party A shall be liable for all legal liabilities and shall also compensate for all actual damages and lost benefits or damages to moral rights or reputation resulting therefrom.
- Article 7 If Party B or the inventor discloses or releases the confidential information to the public, Party A shall also be released from the duty of confidentiality of such confidential information.
- Article 8 If any part of the terms of this Agreement is invalid or unenforceable, it shall not affect the validity of the other terms.
- Article 9 In the event of any dispute arising from this Agreement, the parties agree to negotiate in good faith, and in the event that such negotiation fails, agree that the Taiwan Hsinchu District Court shall be the court of first instance.
- Article 10 There are three copies of this Agreement, one for each of Party A, B and C.

Party A:

Representative:

Name:

Title:

Address:

GUI Number:

Executive Staff:

National ID Number:

Party B: **National Yang Ming Chiao Tung University**

Representative:

Name:

Title:

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

GUI Number: 87557573

Party C: **National Yang Ming Chiao Tung University** _____

(Department, Center)

Name:

Title:

Address:

Date: _____