

Self-Certification and Declaration of Host of Academia-Industry Collaboration

Approved at the 2nd Meeting of the Research and Development Standing Committee of the Chiao Tung Campus on May 12, 2021

The undersigned _____ (hereinafter referred to as the undersigned) is employed by National Yang Ming Chiao Tung University (hereinafter referred to as the University). During the period of employment, in order to carry out the University's academia-industry collaboration with _____ (including but not limited to government agencies, consortia, academic research institutions, companies and other domestic and foreign partner organizations), I hereby guarantee and declare as follows:

(Please check the boxes based on the facts)

I. The declaration and self-certification of the undersigned regarding the academia-industry collaboration:	
1. Does it involve a governmental funding program? <i>(If Yes, please check the following two boxes)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) The undersigned is willing to comply with the relevant regulations of the governmental funding program. If the government agency fully authorizes the R&D results to be managed and used by the University, the undersigned shall inform the collaborating institution to sign a separate license agreement with the University if the collaborating institution needs to use the R&D results in the future.	<input type="checkbox"/> Agree
(2) If the agreement between the undersigned and the collaborating institution on the vesting of the R&D results is in conflict with the University's right to manage and apply the R&D results, the undersigned shall first sign a written agreement with the University's decision-making unit.	<input type="checkbox"/> Agree
2.1 Is the R&D results or intellectual property of the University used? (The source of the results includes "self-research and development results" without governmental funding programs) <i>(If Yes, please check the following three boxes)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) Does the use of the University's existing research and development results or intellectual property involve a governmental funding program?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<p>(2) Does the use of the University’s existing research and development results or intellectual property involve a non-governmental funding program?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>(3) Has the undersigned informed the collaborating institution that it shall sign a separate license agreement with the University and notify the colleagues in the University’s Center of Academia and Industry Collaboration?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2.2 If you check “No” on using the University’s existing research and development results or intellectual property rights, you shall ensure that the results or rights produced are clean and free of defects. If the University’s rights are damaged as a result of inaccurate checking, you shall bear the responsibility according to the relevant regulations of the University and the government.</p>	<p><input type="checkbox"/>Agree</p>
<p>II. The intellectual property rights arising from the collaboration between the undersigned and the University under the Copyright Act, Patent Act, Trademark Act, and other intellectual property laws (including but not limited to patents, trade secrets, know-how, property information, copyrights, and trademarks, same hereinafter) shall vest in the University unless otherwise agreed upon in a prior written agreement with the University and approved by the decision-making unit, or unless otherwise provided by the governmental funding program.</p>	<p><input type="checkbox"/>Agree</p>
<p>III. If the signatory of the collaborating institution has not yet used the seal or cannot be proved to be the legal representative, a legal representative of the collaborating institution shall be asked to use the seal first. If for any reason it cannot be corrected, the undersigned is willing to compensate and settle any loss suffered by the University in the future due to lack of legal representation or related disputes.</p>	<p><input type="checkbox"/>Agree</p>
<p>IV. In order to maintain the confidentiality of the research and development results and to strictly abide by the obligation of confidentiality, the undersigned acknowledges that all personnel involved in the academia-industry collaboration have signed a confidentiality agreement, which will be managed by the undersigned. In the future, if there is a breach of confidentiality obligations or a dispute over the ownership of rights and interests by the participants who have not signed, the undersigned is willing to compensate for the breach of confidentiality obligations and cooperate with the University in resolving related disputes.</p>	<p><input type="checkbox"/>Agree</p>

<p>V. The documents, information, or other related technology provided in the past, present, and future for the purpose of academia-industry collaboration do not infringe on the intellectual property rights of any third party. In the event that the University is requested by or sued by the collaborating institution or other third parties for any infringement of intellectual property rights in the course or as a result of the collaboration, the undersigned is willing to cooperate fully in the necessary defense procedures to protect the relevant rights and agrees to unconditionally assume responsibility for the infringement and bear all costs incurred as a result.</p>	<p><input type="checkbox"/> Agree</p>
<p>VI. If there is a performance bond for this academia-industry collaboration, it shall be deducted from the contract amount or covered by the undersigned's own funds, and no separate warranty contract may be requested. (Resolved by the 20th Administrative Meeting of Academic Year 93)</p>	<p><input type="checkbox"/> Agree</p>
<p>VII. If the collaborating institution does not pay the tax and handling fee in accordance with the contract, the undersigned agrees to pay it by the balance of the project or by its own funds.</p>	<p><input type="checkbox"/> Agree</p>
<p>VIII. The undersigned is aware that the ethical review process and rights and responsibilities of the research shall be completed prior to the execution of the human subjects research project. In the event that the review is not approved in the future, the undersigned shall be liable for any breach of contract and shall bear all costs incurred as a result of the failure to meet its obligations under the contract.</p>	<p><input type="checkbox"/> Agree</p>

To National Yang Ming Chiao Tung University

Signatory:

Department/Title:

Date of Signature:

Researcher Confidentiality and Rights Vesting Consent Form for Academia-Industry Collaboration

(Reference Template)

Amended by the Center of Academia-Industry Collaboration on May 12, 2021

In order to maintain the confidentiality of the research results, when performing matters related to this collaborative research between National Yang Ming Chiao Tung University (hereinafter referred to as “the University”) and the following academia-industry collaboration institutions, the undersigned agrees to abide by the following provisions of this Consent Form and acknowledges that the vesting status of the intellectual property rights with the University is as follows:

Article 1 Full name of the collaborating institution: _____.

Article 2 Full name of the academia-industry collaboration: _____ (hereinafter referred to as the Collaboration)

Article 3 The term “research and development results” refers to intellectual property rights such as patents, copyrights, integrated circuit layouts, trade secrets, computer software, know-how, and other technical data generated from the aforementioned Collaboration.

In accordance with the Patent Act, the Copyright Act, the Trade Secrets Act, and other relevant intellectual property laws, the intellectual property rights of the research and development results shall be vested in the University, and the moral rights shall remain vested in the creator, unless otherwise specified in a prior written agreement with the University, in a contract with the consent of the decision-making unit, or in a funding program from a government agency. The University’s property rights may be used for related purposes.

Article 4 The term “technical secrets” refers to all commercial, technical or production secrets related to this Collaboration marked “confidential”, “restricted” or other synonyms that have not been made public, or items, documents and information that are not marked but shall be considered confidential according to the University’s rules and regulations or general business and legal concepts.

Article 5 The undersigned guarantees the obligation to maintain confidentiality during and after employment. The undersigned guarantees that he/she will not, during his/her term of study and after graduation or completion of his/her studies, use or implement any of the University’s or the creator’s research and development results or technical secrets in any way that is known or held by any third party without the written

consent of the University, and will not use or enable third parties to use the research and development results or technical secrets of the University or the creator in any way.

- Article 6 The undersigned agrees to fulfill his/her duty of care as a good administrator and to take the necessary protective measures to maintain the confidentiality of the research and development results or technical secrets of the University or the creator that he/she knows or holds during his/her employment.
- Article 7 If the principal investigator or representative of creators of the University discloses or releases the confidentiality of the research and development results or technical secrets to the public, the undersigned shall also be released from the duty of confidentiality of the research and development results or technical secrets.
- Article 8 When an undersigned leaves the University or when an undersigned student leaves a research laboratory, he/she shall keep any objects and information (regardless of the storage medium) belonging to the University or licensed to the University by a third party, except for his/her personal belongings. The original or photocopies shall be returned to the University and shall not be retained for personal use, and shall be immediately handed over to the University or to a person designated by the University and the relevant procedures shall be completed. The same applies to requests for return from the University.
- Article 9 The undersigned will not cite or use any technical secrets owned by the former employer in the course of his/her duties at the University without the written authorization of the former employer. The undersigned also guarantees not to disclose to the University any research and development results or technical secrets not legally authorized by others for the University's use or for his/her own use in his/her duties.
- Article 10 The principal investigator or the creator's representative shall inform the undersigned of his/her obligation of confidentiality to others under the law or the contract before he/she signs this consent form.
- Article 11 If the undersigned violates the provisions of this consent form, the University may, in addition to terminating the employment relationship between the parties, request the undersigned to indemnify the University for any damages suffered or hold the undersigned liable for any breach of confidentiality.
- Article 12 The undersigned's obligation of confidentiality under this consent form shall not be invalidated by the termination, nullification, invalidation, or unsuccessful creation of

the employment or employment relationship between the parties. In the event that the undersigned is a student, the consent of the undersigned shall not be invalidated by graduation or non-completion.

Article 13 If any part of this consent form is invalid or unenforceable, it shall not affect the validity of the other terms and conditions.

Article 14 The principal investigator or the creator’s representative acknowledges that all participants in the academia-industry collaboration have signed this consent form and that the principal investigator or the creator’s representative will manage the confidentiality measures. If in the future any participant who has not signed this consent form breaches the confidentiality obligation or disputes the ownership of the rights, the principal investigator or creator’s representative will be jointly responsible for compensating the participant who has not signed this consent form for the breach of confidentiality obligation and cooperating with the University to resolve the related disputes.

Article 15 The principal investigator or creator’s representative and the participants or collaborating institutions who have knowledge of the personal information in this consent form shall comply with the provisions of the Personal Data Protection Act and shall not disclose it without the written consent of the undersigned, and shall compensate the University and the victim for damages for any violation.

Please sign here (if you are a principal investigator or a creator’s representative):

Signature	National ID Number or Passport Number	Household Address	Service Unit and Title

Please sign here (if you are not a principal investigator or a creator’s representative):

Signature	National ID Number or Passport Number	Household Address	Service Unit and Title

Note: **All students and faculty** participating in this collaboration must sign. If there is not enough space, you can add more on **this page**, or add a form on blank paper and stamp it with a **paging seal** to prove that it is the same confidential consent form.

Date: _____

**National Yang Ming Chiao Tung University
Declaration of Avoidance of Conflicts of Interest and Disclosure of
Information for Academia-Industry Collaboration**

Approved at the 2nd Meeting of the Research and Development Standing Committee of the Chiao Tung Campus on May 12, 2021

Name of Academia-Industry Collaboration (hereinafter referred to as the Collaboration):

Collaborating Institution ^{*Note 1}:

Academia-Industry Collaboration Type:

1. Technology transfer: Non-exclusive license Exclusive license Transfer Other _____

Or

2. Academia-industry collaboration: Governmental funding program (National Science and Technology Council Ministry of Economic Affairs Other _____)

Non-governmental funding program Other _____)

The undersigned (including the principal investigator, the co-principal investigator, the creator's representative and the *case handling person*)

_____ hereby declares that the following six elements are met for the purpose of this collaboration:

Please check if all the following are met

1. The undersigned, his/her spouse and minor children have not received any property interest in excess of NT\$150,000 from the academia-industry collaboration ^{*Note 1} or held more than 5% of the equity interest in the academia-industry collaboration and the business within the previous year.

2. The undersigned, his/her spouse, relatives within the second degree of kinship, and other family members living together are not the responsible person, director, supervisor, or manager of the academia-industry collaboration (except for those who are representatives of shareholders of government agencies or public institutions).
3. There are no circumstances in the preceding two paragraphs before the undersigned or its related parties^{*Note 2} intend to license or transfer the research and development results to the collaborating institution, nor are there circumstances in the preceding two paragraphs after the license or transfer of the research and development results.
4. If the undersigned or his/her spouse has a trust property, the trustee is not a responsible person, director, supervisor or manager of the academia-industry collaboration (except if the trustee is a shareholder's representative of a government agency or public institution).
5. In the past three years, there were no financial transactions between the undersigned (or its related parties) and the collaborating institution or its responsible persons, directors, supervisors or managers, such as loans, investments, endorsements, guarantees, etc., at prices and interest rates that are not in line with normal and reasonable market transactions.
6. If the undersigned participates in an academia-industry collaboration project of the National Science and Technology Council (or its affiliates), there is no employment, appointment or agency relationship between the collaborating institution or its responsible person in the past three years. For those who apply for National Science and Technology Council grant for research projects, although they have the aforementioned relationship with the collaborating institution, the following two requirements are met: (1) the aforementioned relationship is with the collaborating institution through the collaborating project appointed by the University; and (2) the content of the collaboration is related to or continuous with that of the appointed collaborative project.

If any of the first six items “do not meet”, please continue to fill in or check the seventh and eighth items. (If not, the seventh and eighth items are not required)

7. This collaboration is subject to a government program or ordinance that specifically excludes avoidance of conflicts of interest:

Yes (Name of regulation: _____).

No (Self-identified reasons for avoidance of conflict of interest: _____).

8. If there is no applicable exclusion in the preceding paragraph, or if you believe that there is a potential conflict of interest, please continue to check or complete your self-proposed avoidance plan as follows (you may check more than one box):

The undersigned and its related parties will not participate in the negotiation of contract terms.

The undersigned agrees to waive the distribution of income from the partnership.

The undersigned has taken the initiative to disclose the avoidance of conflict of interest and information to the academia-industry collaboration, which has been reviewed and approved by the collaborating institution, and the certificate is attached.

Other self-prepared avoidance plans:

***This declaration is in accordance with the University's "Principles of Conflict of Interest Avoidance and Information Disclosure in the Management and Use of R&D Results".** (This declaration is also applicable to the application of National Science and Technology Council or other government programs)

***Note 1**

Academia-industry collaboration institutions: In accordance with the first paragraph of Article 3 of the Regulations for the Implementation of Academia-industry Collaboration in Colleges and Universities, Article 8 of the Government Scientific and Technological Research and Development Results Ownership and Utilization Regulation, and the relevant regulations of the National Science and Technology Council Government Scientific and Technological Research and Development Results Ownership and Utilization Regulation, including government agencies, institutions, private organizations, academic research institutions, and profit-making enterprises that engage in academia-industry collaboration with the undersigned.

***Note 2**

Related party: This includes the spouse or family member living with the undersigned, a relative within the second degree of kinship, or a trustee of the undersigned's or his/her spouse's trust property.

***Note 3**

If the undersigned believes that there is a conflict of interest, the undersigned is required to complete this declaration and submit it for review as early as two months prior to the application deadline in order to avoid not being able to submit the application by the program deadline.

The undersigned declares that the above statements are all true.

To the National Yang Ming Chiao Tung University

Undersigned: _____ (Signature or seal)

Unit/Title:

National ID Number:

Date: