**National Ilan University
Confidentiality and Non-Disclosure Agreement for Laboratory/Research Stakeholders**

The signatory, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is currently employed by or enrolled in the Department/Graduate Institute/Center of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at National Ilan University (NIU) as a research assistant/student/research fellow of Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and participating in the research work at laboratory (hereafter referred to as the “Research Work”), have or may become aware of any Research Results or Technical Secrets owned by NIU or the respective inventors thereof during his/her participation in such Research Work. To protect the confidentiality of the above Research Results, Technical Secrets, and relevant documents and information, the signatory agrees to abide by the terms and conditions set forth as follows:

Article 1 For all purposes of this Agreement, “Research Results” shall mean all intellectual property rights and interests in or to any patents, copyrights, trade secrets, know-how, design and deployment of integrated circuits, and any other technical information.

Article 2 For all purposes of this Agreement, “Technical Secrets” shall mean all nonpublic secrets relating to the businesses, technologies, and production of NIU which have been marked “Confidential” or “Restricted Access” or contain other markings of equivalent meaning, or any items, documents, and information that are without such confidential markings but are considered confidential by the NIU policies or common commercial or legal practices.

Article 3 The signatory agrees that any and all rights, titles, and interests in or to all ideas, conceptions, discoveries, inventions, improvements, formulas, procedures, production techniques, publications, and Research Results produced or created during his/her participation in the Research Work, whether or not patented or copyrighted or obtained any other proprietary rights, shall be and remain the sole and exclusive property of NIU. The management and execution of the Research Results are to be conducted in accordance with NIU policies.

Article 4 If NIU has the need to apply for patents, file relevant registrations, or take legal proceedings for any of the foregoing rights, titles, and interests inside or outside of Taiwan, the signatory shall assist NIU within a certain period of time in completing such actions without any conditions attached.

Article 5 The signatory agrees to maintain detailed and accurate records of all research procedures, research results, research works, engineering techniques, or administrative affairs performed or produced during his/her term of employment according to the regulations in order to ensure the integrity of Research Results and Technical Secrets produced or created during his/her participation in the Research Work.

Article 6 The signatory warrants to keep strictly confidential and will not, in any way, cause or permit any third party to be aware of or obtain any Research Results or Technical Secrets owned by NIU or the inventors thereof, or otherwise use or, in any way, cause or permit any third party to use such Research Results or Technical Secrets during and after his/her study at NIU, unless a written consent from NIU is obtained.

Article 7 If the signatory changes his/her thesis advisor or participates in a research project which is not conducted by his/her thesis advisor, the signatory may not use any of the creations or results (as defined in Article 3) produced during his/her participation in the Research Work hereunder in his/her thesis or disclose or publish such creations or results to the public, unless a written consent from his/her original thesis advisor or the principal investigator of such research is obtained.

Article 8 The signatory agrees to exercise the due care of a prudent administrator and take actions as necessary to maintain and reserve the confidentiality of any Research Results or Technical Secrets owned by NIU or the respective inventors thereof that he/she has become aware of or has possessed during the conduct of the research.

Article 9 If NIU or any of the inventors of Research Results or Technical Secrets makes any Research Results or Technical Secrets public or remove their confidentiality requirements, the signatory will at the same time be released from his/her confidentiality obligations with respect to such Research Results or Technical Secrets.

Article 10 Upon completion of his/her participation in the Research Work at the laboratory or at the request by NIU, the signatory shall promptly return, except his/her own personal belongings, all the items, and all information stored in any medium, whether or not in original or copies, owned by or licensed to NIU that are under his/her possession, to the care of NIU or its designated personnel and complete all the required procedures. The signatory shall not retain any such items or information.

Article 11 Prior to signing this Agreement, the signatory shall make a full disclosure to NIU of all the Research Results or Technical Secrets owned or created by the signatory before the execution of the Agreement, as well as any confidentiality obligations to which he/she is bound by law or contracts to any third parties.

Article 12 The signatory shall not make reference to or use any proprietary technical secrets owned by others in his/her researches at NIU, and guarantee that he/she will not make available to NIU any unauthorized research results or technical secrets to be used by NIU or the signatory for his/her researches, unless a written authorization from the owner is obtained.

Article 13 In the event of any violation of this Agreement, the signatory will be subjected to disciplinary actions according to NIU policies, and NIU shall have the right to request compensation from the signatory for the damages it suffers from such a violation and make claims to the signatory for the legal liabilities as a result of his/her unauthorized disclosure.

Article 14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Article 15 The signatory agrees that any dispute arising out of this Agreement shall first be resolved amicably through negotiation with NIU in good faith; if a resolution cannot be reached, it is agreed that Taiwan Yilan District Court shall be the court of the first resort.

Article 16 This Agreement is executed in duplicate, with the signatory and NIU each holding one copy.

Signatory: 　(signature or seal)

Date:

Passport No.:

Tel:

Address: