**東海大學參與研究工作保密同意書**

Tunghai University Confidentiality Agreement for Participation in Research Work

茲簽署人因就學、聘雇或委託等緣由參與東海大學(以下簡稱本校)\_\_\_\_\_\_\_系(所、中心)\_\_\_\_\_\_\_\_\_教授(以下簡稱研究主持人)之研究工作，計畫名稱：　　　　　　　　　　，計畫起訖日：　　年　月　日　~　　年　月　日，簽署人同意恪遵本同意書下列規定：

I, the undersigned, due to enrollment, employment, or having been commissioned, am participating in the research work of Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (below, "research host") of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department (or Graduate Institute or Center) of the Tunghai University ("the University"), project name ,date / / ~ / / , and agree to scrupulously abide by the terms and conditions of this Confidentiality Agreement as set out below:

第一條：保密標的

Article 1: Confidential subject matter

本同意書所稱之機密資訊，係指與本校或研究主持人所有、持有或與本校或研究主持人相關或本校或研究主持人依約或依法對第三人負有保密義務之任何機密資訊，包括但不限於因契約或其他關係，自第三人取得或知悉之任何未經合法公開之營業、代理、生產、財務、技術、管理、銷售或其他有關第三人之相關資訊，不論以書面、磁碟、光碟或任何媒體儲存或存在於電路板、治具、成品或半成品、生物品種、材料等實物中、或被以口頭告知、或因參與討論、從事生產、或自其他第三人而直接、間接得知之相關資訊，包括（但不限於）與該資料相關之技術內容、製程方法、核酸序列、氨基酸序列、蛋白質、化學結構、開發進度、技術來源、元件來源、產品規格、產品報價、成本結構、合作廠商、客戶名單、銷售資料、出貨狀況、訂單數量、生產品質、原料來源、財務狀況等一切資訊，及其他於交付或揭露時已標明「機密」或類似用語，或以口頭方式揭露而嗣後以書面指明其屬機密之一切資訊。

For the purposes of this Agreement, "confidential information" means any confidential information owned, held by, or relating to the University or research host or for which the University or research host, by law or contract, bears an obligation of confidentiality to a third party, and includes, without limitation, any business, agency, financial, technical, management, sales, or other related information relevant to the third party not yet lawfully disclosed to the public which has been obtained from the third party or of which knowledge has been gained as a result of a contractual or other relationship with the third party, without regard to whether the information is stored in written form or on a magnetic disc, optical disc, or other medium, or whether it exists in a circuit board, manufacturing fixture, finished product, semi-finished product, biological strain, material, or other physical object, and without regard to whether the information was disclosed verbally or whether knowledge of the related information was gained as a result of participating in discussion or engaging in production, and without regard to whether knowledge of the relevant information was gained directly or indirectly from a third party; the confidential information also includes (without limitation) all information on technical matters, manufacturing processes, nucleotide sequences, amino acid sequences, proteins, chemical structures, developmental progress, sources of technology, sources of component elements, product specifications, product price quotes, cost structures, cooperating firms, customer lists, sales information, order status, numbers of orders, production quality, sources of raw materials, or financial condition, and all other information which at the time of delivery or disclosure had been marked as "confidential" or otherwise so indicated by the use of a similar term, or which was initially disclosed verbally but later classified in writing as confidential.

第二條：保密義務、使用範圍與限制

Article 2: Confidentiality obligations, scope of use, and restrictions

 簽署人知悉或取得第一條之機密資訊，

 The undersigned, having gained knowledge of or obtained the confidential information of Article 1,

1. 應以善良管理人之注意義務妥為保管並採取必要合理之措施，以確保機密資訊之機密性及非公開性。

Shall exercise the due care of a good administrator to keep the information in appropriate custody and shall adopt all necessary and reasonable measures to preserve the confidentiality of the information and its non-public nature.

1. 因故意過失洩漏、交付機密資訊之全部或一部，或知悉他人有洩漏或不當使用機密資訊之虞或業已洩漏、交付機密資料時，應即通知本校或研究主持人，並為必要即時之處置措施。

Shall immediately inform the University or research host if, through deliberate or intent or negligence, I disclose or deliver all or any part of the confidential information or become aware of the likelihood of disclosure or misuse of the confidential information or its actual disclosure or delivery by another, and shall immediately take necessary measures for disposition.

1. 非有執行研究工作上之必要，不得擅自以拷貝、照相或以其他方法複製全部或部份機密資訊。

May not, except as required for execution of the research work, engage in unauthorized copying, photographing, or other method of reproducing all or any part of the confidential information.

1. 非有執行研究工作上之必要，不得洩漏、告知、交付或移轉予第三人。

May not, except as required for execution of the research work, disclose, inform, deliver, or transfer the confidential information to any third party.

1. 僅限於執行研究工作之目之使用，且不得以任何方式自行使用、提供第三人使用或參考、或作為自己或第三人利益之使用

May use the confidential information only as required for purpose of execution of the research work, and may not in any manner use the confidential information on my own initiative, provide the confidential information for use or consultation by any third party, or make use of the confidential information for the benefit of myself or any third party.

第三條：除外規定

Article 3: Exemptions

 簽署人就機密資訊負有前條之保密義務，但有下列情形者，不在此限：

 Under the following circumstances, my obligation of confidentiality in regard to the confidential information, as set out in the preceding article, does not apply:

1. 於機密資訊揭露前，已知悉或已成為公開之資訊者。

When prior to the disclosure of the confidential information to me, I had already gained knowledge of the information or it had been made public.

1. 經本校或研究主持人同意者。

When the University or the research host gives consent.

1. 因政府法令強制規定或法院強制執行所必須揭露提供之資訊，惟於揭露前務必先行以書面通知本校或研究主持人前述情事，並為必要之措施，以維護本校或研究主持人之權益。

When disclosure and provision of information is required due to compulsory government provisions or compulsory execution by a court of law, provided that prior to any such disclosure, I must first provide written notification to the University and the research host of the aforesaid circumstances and take any necessary measures to protect the rights and interests of the University or the research host.

1. 未接觸本校或研究主持人之資訊或文件，於簽訂本同意書前所獨立開發者。

When prior to my contact with the information or documents of the University or the research host, the information had already been independently developed before the signing of this Confidentiality Agreement.

第四條：簽署人其他義務

Article 4: Other obligations of the undersigned

1. 簽署人非經本校或研究主持人書面同意，不得從事、參與其他任何第三人之與研究主持人研究內容相同、類似或有關連之研究，或提供第三人與研究主持人研究內容相關之諮詢意見。

The undersigned may not, except with the written permission of the University or the research host, undertake research or participate in the research of any third person that is identical to, similar to, or related to the research of the University or the research host, or provide to any third person consulting opinions related to the research being undertaken by the research host.

1. 簽署人非經本校或研究主持人書面同意，不得將有涉及或包含第三人之智慧財產權之成果或研發過程，揭露、引用、運用於研究工作中或使本校或研究主持人使用於研究上。

The undersigned may not, except with the written permission of the University or the research host, disclose, cite, apply in the research work, or cause the University or the research host to use in the research any results or developmental processes that involve or include the intellectual property of a third party.

1. 簽署人不得以任何方式影響、延誤、破壞研究工作之進行，並擔保不得有任何侵害他人智慧財產權之行為。

The undersigned may not in any manner influence, delay, or destroy the progress of the research work, and hereby guarantee that I will not in any manner infringe upon the intellectual property of any other party.

第五條：保密義務期間

Article 5: Term of the confidentiality obligations

於相關機密資訊未經合法公開前，均應持續遵守第二條之保密義務，且本同意書不因簽署人停止參與研究工作，包括但不限於畢業、或聘僱、委託等關係終止、屆滿、撤銷或不成立而失其效力。

 Prior to the lawful disclosure to the public of the relevant confidential information, I shall at all times continue to abide by the confidentiality obligations of Article 2, and the effect of this Confidentiality Agreement shall not lapse as a result of the undersigned ceasing to participate in the research work, including, without limitation, for reasons of graduation or the termination, conclusion of term, revocation, or failure to establish the employment or commissioning relationship.

第六條：智慧財產權之歸屬

Article 6: Ownership of intellectual property

1. 簽署人參與研究工作所產出之任何基於教學或研究目的之語文著作，包括但不限於期刊論文、碩博士論文等，其著作權之歸屬應依本校研發成果管理辦法、以及與研究主持人之協議定之。該語文著作之發表，亦應經研究主持人之同意或協議後進行。

The ownership of any oral and literary works which have as their basis an educational or research purpose and which are produced by the undersigned as a result of participation in the research work, including, without limitation, works such as journal articles, master's theses, or doctoral dissertations, shall be determined in accordance with the Tunghai University Regulations Governing Research and Development Results and through agreement with the research host. The release of any such oral and literary works shall only be undertaken after the research host grants consent or agrees to the release.

1. 簽署人參與研究工作所產出之任何技術、發明、創作、及前項以外之著作、標誌或其他相關智慧財產，不論有無獲得專利權、商標權、著作權等智慧財產權，均歸屬本校所有，簽屬人不因參與研究工作而取得任何相關權利或授權，亦不得將前述智慧財產、或將其修改、改良、改進、改作、或編輯所衍生之智慧財產據為己有，或以自己為創作人或共同創作人、或以自己或第三人名義申請、註冊相關智慧財產權、發表論文、出版著作、參加競賽或展覽、或使用相同或類似之技術以自己或第三人名義製造產品或提供服務。

Any technology, invention, or creative work, and any work, mark, or related intellectual property not set out in the preceding paragraph, shall belong to the University, regardless of whether any related patents, trademark rights, or copyrights, or other intellectual property rights have been obtained. The undersigned does not obtain any related patent or licensing as a result of participation in the research work, nor may the undersigned claim the aforesaid intellectual property or any modification, improvement, advancement, adaptation, or compilation derived from that intellectual property as its own, nor may the undersigned claim to be the creator or joint creator of that intellectual property or apply for or register, in its own or any third party's name, any related intellectual property rights, nor may it release any thesis, publish any work, participate in any competition or exhibition, or use the same or similar technology to produce goods or provide services, either in its own or a third party's name.

1. 簽署人因參與研究工作，而以本校或研究主持人智慧財產之內容為基礎，所為改良、改進、改作、編輯所衍生之智慧財產，應以書面通知本校或研究主持人，並與本校或研究主持人協議該智慧財產之歸屬。

When the undersigned, as a result of participation in the research work, derives any intellectual property by means of improvement, advancement, adaptation, or compilation based on the content of the intellectual property of the University or the research host, the undersigned shall notify the University or the research host in writing and reach agreement with the University or the research host regarding ownership of the derivative intellectual property.

第七條：資料之返還與銷毀

Article 7: Return and destruction of materials

簽署人於停止參與研究工作時，除前條第一項之語文著作已經發表者外，應於本校或研究主持人要求下，立即無條件將其所持有之原本及其他複製或記錄有該等機密資訊之文件、媒體，全數交還予本校或研究主持人或應其要求將其銷毀。

When the undersigned ceases participation in the research work, then except for any oral or literary work under paragraph 1 of the preceding article that has already released, the undersigned, at the request of the University or research host, shall immediately and unconditionally return to the University or research host all documents and storage media containing the originals or any reproductions or records of the aforesaid confidential information, or, at the request of the University or research host, shall destroy all such documents and storage media.

第八條：損害賠償

Article 8: Damages

1. 如違反本同意書之規定，致本校或研究主持人受有任何損失或受第三人之訴追或請求者，應就本校或研究主持人之損失負一切之損害賠償責任，包括但不限於本校或研究主持人因此所受之損失、對第三人之賠償、 律師費用、訴訟費用、及其他費用或損害。並應以其自己之費用就該第三人對本校或研究主持人所提之請求或訴訟，為本校或研究主持人之利益為必要之答辯及協助。

In the event of any violation of the terms and conditions of this Confidentiality Agreement resulting in any loss to the University or research host or any legal action or claims by any third party, the undersigned shall bear full liability for compensation of damages to the University or research host, including, without limitation, any losses sustained or compensation paid to a third party by the University or research host, and any attorney's fees, court costs, and other fees or damages. The undersigned shall also, at its own expense, provide any necessary assistance or statements in defense for the benefit of the University or research host with respect to any claim or legal action of any third party against the University or research host.

1. 如違反本同意書第四條、第六條之約定時，除應依前項約定負損害責任外，並同意給付參與研究所得酬勞一倍至三倍懲罰性違約金，並負擔相關刑責。

In the event of any violation of the provisions of Article 4 or Article 6 of this Confidentiality Agreement, the undersigned, in addition to liability for damages as set out in the preceding paragraph, also agrees to pay punitive damages for breach of contract in the amount of 1 to 3 times the amount of remuneration received for participation in the research work, and to bear any related criminal liability.

第九條：本同意書所生之任何爭議，以臺灣臺中地方法院為第一審管轄法院。

Article 9: The Taiwan Taichung District Court shall be the competent court of first instance for any dispute that may arise in relation to this Confidentiality Agreement.

第十條：本同意書一式二份，由簽署人及研究主持人各執存一份。

 Article 10: This Confidentiality Agreement is made in duplicate, with one copy each to be held by the undersigned and the research host.

簽署人：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_（簽名或蓋章）

身分證字號：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

戶籍地址：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

職稱: (例如:研究生、專(兼)任助理、工讀生、臨時工...等)

聯絡電話：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature or seal)

address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (examples: graduate student, full (or part-time) assistant, work-study student, temp worker, etc.)

Contact telephone no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

中 華 民 國 年 月 日

This \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_