

## **Confidentiality Agreement for Laboratory Students**

The signee, \_\_\_\_\_, who is currently enrolled in The Graduate Institute of \_\_\_\_\_, National Central University (NCU), is a participant of the research work in Professor \_\_\_\_\_'s laboratory. In order to preserve and protect the confidentiality of all the outcomes of research and development, all technical innovations, and other relevant documents that may emerge in the process of such participation in the laboratory, the signee hereby agrees to abide by the following regulations:

1. The so-called "outcomes of research and development" refer to all patents, copyrights, deployment of integrated circuits, trade secrets, computer software, specialized know-how and other intellectual property rights.
2. The so-called "technical secrets" refer to all undisclosed documents in relation to commerce, techniques, or production that have been marked by "confidential," "restricted" or other synonyms; or those objects, documents, or information that are considered confidential according to NCU regulations or bylaws or other conventions in relation to commerce or law.
3. The signee agrees that all conceptions, ideas, inventions, discoveries, innovations, formulas, procedures, production techniques, papers and outcomes of research and development that are produced or created during the term of participation shall belong to NCU unless otherwise specified in documentation. Whether awarded with patent or copyright or other rights, NCU shall enjoy complete ownership of all relevant rights. The management and execution of the outcomes of research and development are to be conducted according to NCU regulation.
4. If the above-mentioned rights are to be registered abroad, or to apply for patent, or to undergo litigation, the signee is required to provide unconditional help to NCU during the term of employment.
5. In order to preserve the outcomes of research and development or technical secrets created during the participation, the signee agrees to maintain detailed and accurate records of all research procedures, research results, research works, engineering techniques, or administrative affairs.
6. The signee agrees to abide by the code of confidentiality throughout and after the

period of participation in the project, and will not, unless with permission in writing from NCU, share knowledge or possession of any research outcomes or technical secrets with any third party, nor through any means allow any third party to make use of research outcomes or technical secrets created by NCU or its inventors.

7. The signee agrees to fulfill obligations of safekeeping by taking all necessary means to protect the confidentiality of the outcomes of research and development or technical secrets during the term of participation.

8. If NCU or its inventors make public the results of certain research and development, or remove restrictions on their confidentiality, the signee is simultaneously relieved of all obligations of confidentiality for such research outcomes.

9. Upon completion of term of participation or at the request by NCU, the signee shall return, other than his own personal items, all objects, and all information stored in any medium, all original or copied documents to the care of NCU or its designated care-takers through proper written procedure without keeping any such items.

10. Unless authorized through written document, the signee shall not quote or use any technical secrets owned by others, and shall not make available to NCU any unauthorized results of research and development and technical secrets lest they be used by NCU or the signee in research.

11. In case of violating the regulations specified in the present document, not only shall the signee be reprimanded according to NCU regulation in regard to student code of conduct, NCU also reserves the right to demand indemnification for the damages incurred by such violation as well as the right to pursue litigations for the breach of confidentiality.

12. The obligation of the signee to protect the confidentiality shall not be discharged on account of the termination of the employment or the graduation of the signee from NCU.

13. Annulment or ineffectiveness of some items listed in the present agreement shall not influence the efficacy of other items in the same document.

14. In case of dispute, the signee agrees to negotiate with NCU in the first instance on principles of sincerity and trust. Taiwan Taoyuan District Court shall serve as the first

judicial jurisdictional court should the initial negotiation falls through.

16. The present document is produced in triplicate, held respectively by the signee, the person in charge of the laboratory, and NCU Office of Intellectual Property Rights and Technology Licensing.

Signee (Signature):

Address:

Telephone:

ID:

Date: