國立中興大學實驗室/研究室保密同意書

茲緣於簽署人為國立中興大學(以下簡稱本校)基因體暨生物資訊學研究所_____教授之助理／學生／研究員，參與研究室之研究工作，於研究期間有知悉或可得知悉或持有本校或發明人之研發成果或技術秘密，為保持研發成果、技術秘密及相關文件資料之機密性，簽署人同意恪遵本同意書下列各項規定：

第一條　所謂「研發成果」係包括專利權、著作權、營業秘密、專門技術(know-how)、積體電路佈局及其他技術資料等之智慧財產權利與利益。

第二條　所謂「技術秘密」係指與本校相關並標示「機密」、「限閱」或其他同義字之一切商業上、技術上或生產上尚未公開之秘密，或雖未標示但依本校規章或一般商業及法律觀念，應視為機密之物品、文件及資料等。

第三條　簽署人同意於參與研究期間，所產生或創作之構想、概念、發現、發明、改良、公式、程序、製造技術、著作及研發成果，無論有無取得專利權、著作權或其他權利，其相關權利及利益均歸本校所有。該等研發成果之管理及實施，均依本校有關之規定辦理。

第四條　如本校就前條各項權利有於國內外申請專利、登記或註冊權利，進行訴訟或其他相關之需要時，簽署人應於相當期間內無條件協助本校完成。

第五條　為確保因研究期間所產生或創作之研發成果或技術秘密，簽署人同意於任職期間撰寫研究記錄，依相關規定詳實記載各項研究步驟、研究成果、研究工作，工程技術或行政業務等之記錄。

第六條　簽署人保證於在學期間及畢業或肄業後均嚴守保密之義務，非經本校書面同意，絕不以任何方式使其他第三人知悉或持有任何本校或發明人之研發成果或技術秘密，更不得自行利用或以任何方式使第三人利用本校或發明人之研發成果或技術秘密。

第七條　簽署人若更換指導教授或參與非指導教授之研究計畫，未經原先指導教授或計畫主持人書面同意，不得將所參與研究之創作及成果(如第三條所列)作為論文研究內容或對外公開、發表。

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第九條　若本校或發明人將該等研發成果或技術秘密對外公開或解除其機密性者，簽署人亦同時解除對該等研發成果或技術秘密之保密責任。

第十條　簽署人離開研究室不再從事研究時，除私人用品外，應將保管屬於本校或第三人授權本校之任何物件及資訊(不論紀錄於何儲存媒介)，不論原件或影印本，一律返還本校，不得私自留存，且應立即交予本校或其所指定之人並辦妥相關手續。其受本校請求返還時，亦同。

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第十六條　本同意書一式二份，簽署人及學校各執存一份。

簽署人：_____　（簽名或蓋章）　身份證字號：_____

聯絡電話：_____　戶籍地址：_____

中　華　民　國　　年　　月　　日

國立中興大學實驗室/研究室保密同意書

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簽署人：_____　（簽名或蓋章）　身份證字號：_____

聯絡電話：_____　戶籍地址：_____

中　華　民　國　　年　　月　　日

National Chung Hsing University,
Confidentiality Agreement for Laboratory/Research Room

The undersigned, being an assistant/student/researcher of Professor _____ at the Graduate Institute of Genomics and Bioinformatics, National Chung Hsing University (hereinafter referred to as "the University"), and participating in research work at the laboratory, acknowledges that during the course of research, they may become aware of or possess the University's or inventor's research and development results or technical secrets. To maintain the confidentiality of these results, technical secrets, and related documents, the undersigned agrees to comply with the following terms:

Article 1

The term "research and development results" includes intellectual property rights and interests such as patents, copyrights, trade secrets, know-how, integrated circuit layouts, and other technical data.

Article 2

The term "technical secrets" refers to all confidential, restricted, or otherwise proprietary business, technical, or production information related to the University, whether explicitly labeled as such or reasonably considered confidential under University regulations or general business and legal standards.

Article 3

The undersigned agrees that any ideas, concepts, discoveries, inventions, improvements, formulas, procedures, manufacturing techniques, works, or research results generated or created during the research period, whether or not protected by patents, copyrights, or other rights, shall belong to the University. The management and implementation of these research results shall be handled in accordance with the University's regulations.

Article 4

If the University requires assistance for domestic or international patent applications, registrations, or legal actions related to the aforementioned rights, the undersigned agrees to provide unconditional assistance within a reasonable time.

Article 5

To ensure the confidentiality of research and development results or technical secrets produced or created during the research period, the undersigned agrees to maintain research records detailing all research steps, results, and work.

Article 6

The undersigned guarantees to maintain confidentiality during their academic tenure and after graduation or withdrawal. Without the University's written consent, the undersigned shall not disclose or allow third parties to possess the University's or inventor's research results or technical secrets, nor utilize them personally or allow third parties to use them.

Article 7

If the undersigned changes their advisor or participates in research projects not supervised by their original advisor, they shall not use or disclose any research results or creations from prior projects (as specified in Article 3) in their thesis or other publications without the prior written consent of the original advisor or project leader.

Article 8

The undersigned agrees to exercise due diligence in safeguarding the University's or inventor's research results and technical secrets, maintaining their confidentiality during the research period.

Article 9

If the University or inventor publicly discloses or declassifies the research results or technical secrets, the undersigned's confidentiality obligations shall be simultaneously lifted.

Article 10

Upon leaving the laboratory or ceasing research, the undersigned agrees to return all University or third-party authorized materials and information, regardless of the storage medium, to the University. No personal retention is allowed, and all items must be handed over to the University or its designee, with appropriate procedures completed. This obligation also applies

when requested by the University.

Article 11

Before signing this agreement, the undersigned shall disclose any pre-existing research results or technical secrets owned or created by them, as well as any confidentiality obligations owed to others under laws or contracts.

Article 12

The undersigned guarantees not to use or reference any proprietary technical secrets owned by their previous employer during their research at the University without written authorization. They also assure that they will not disclose unauthorized research results or technical secrets to the University or use such information in University research.

Article 13

If the undersigned violates the provisions of this agreement, the University may take disciplinary action in accordance with its regulations and seek compensation for damages. The University may also pursue legal actions for breaches of confidentiality.

Article 14

If any clause of this agreement is deemed invalid or unenforceable, the validity of the remaining provisions shall not be affected.

Article 15

In the event of disputes arising from this agreement, the undersigned agrees to negotiate with the University in good faith. If negotiations fail, the Taichung District Court in Taiwan shall have jurisdiction as the court of first instance.

Article 16

This agreement is made in duplicate, with one copy each retained by the undersigned and the University.

Signed by: _____ (Signature or Seal) National ID Number: _____

Contact Number: _____ Permanent Address: _____

Republic of China Year _____ Month ___ Day ___

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