

Agreement on Ownership and Confidentiality of Research and Development Achievements by Academia Sinica Laboratory Personnel

Prescribed on September 17, 2015
(applicable to all employed personnel)

I am one of the personnel of the [laboratory of Dr. _____] (hereinafter referred to as "Laboratory"), headed by principal investigator [Dr. _____] (hereinafter referred to as "PI") under the Agricultural Biotechnology Research Center of Academia Sinica. In order to determine the ownership of the research & development achievements based on my research during my employment with Academia Sinica and protect the confidentiality of such R&D achievements, I hereby agree to the following:

1. I agree that any pre-proposals, concepts, discoveries, inventions, improvements, formulas, processes, manufacturing techniques, works and relevant intellectual property rights ("R&D achievements") generated from research in Academia Sinica shall be deemed the results of performance of official duties, and the ownership of the R&D achievements shall be governed by the Regulations for Ownership and Utilization of Scientific and Technological Research and Development Achievements of Academia Sinica, the Guidelines for Copyrights of Academia Sinica, and other applicable laws and regulations.
2. I shall be obligated to assist in applying for registration of, or other relevant preservation measures for the R&D achievements under the preceding article, without remuneration.
3. I guarantee that while undertaking the academic research, I will not intentionally infringe any third party's intellectual property rights or plagiarize any third party's R&D achievements.
4. I am obligated to keep the following information confidential and to take appropriate measures against any disclosure thereof:
 - (1) All the discussions, documents, records, drawings, manuscripts, programs, plans, databases, and other relevant information, including but not limited to any written, audio, visual or software records, in connection with the research projects conducted at the Laboratory.
 - (2) Information to be kept confidential, as instructed by the PI in writing or orally.
 - (3) Information that only the persons designated by the PI may listen to, read or use.
 - (4) Information that has not yet been made public, or that no third parties have any legitimate access to.
5. Without the prior written consent of the PI, I shall not do any of the following acts with respect to the information in the preceding article:

- (1) Providing, delivering, or making known or disclosing to third parties the information in any way or for any reason, except for academic discussions at the Laboratory with the permission of the PI.
 - (2) Unauthorized use of the information in any work not assigned by the PI.
 - (3) Unauthorized copying, photocopying, or other means of reproducing all or part of the information.
 - (4) Providing the information in any way to third parties for use or reference, or any other acts infringing any rights or interests of Academia Sinica or the PI.
6. As soon as the above information is made known to the public or is declassified, I shall be released from the nondisclosure obligation under the preceding two articles.
 7. During my employment with Academia Sinica, without the prior written consent of the PI, I shall not, for myself or a third party, participate in any project identical to the projects conducted by the Laboratory, or any similar or associated projects.

I shall not provide third parties with any consultation in connection with the projects characterized in the preceding paragraph, except for academic research discussion.

8. If I breach any part of this Agreement, I will be liable for the breach.
9. This Agreement shall be governed by the laws of Taiwan, and any disputes or lawsuits arising out of this Agreement shall be submitted to the jurisdiction of the Taiwan Taipei District Court.

I have read all the terms in this Agreement and confirm my acceptance by appending my signature hereto:

By: _____ (signature or personal seal)

ID No. _____

Correspondence Address:

Domicile:

E-mail: _____

Phone No.: _____

Dated the _____ day of [_____ month] [_____ year]