Mutual Non-Disclosure Agreement

Amended by Intellectual Property and Technology Transfer of Academia Sinica No.1151700990 on June 11, 2026

Docket Number: _____

(For official use only.)

This Agreement is made and entered into by and between Academia Sinica and [*full company name*] ("[*abbreviated company name*]") (individually a "Party" and collectively the "Parties"). WHEREAS, each of the Parties intends to disclose to or receive from the other Party confidential information owned or held by each other ("Confidential Information") for the purpose of evaluating □technology licensing/□ research funding/□other matter [*insert as appropriate*] ("Disclosure Purpose") and may accordingly act as an information discloser ("Disclosing Party") or an information recipient ("Receiving Party") to the other Party; NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1.

1.1 "Disclosing Party" as used herein means the Party who discloses Confidential Information to the other Party; "Receiving Party" as used herein means the Party who receives Confidential Information disclosed by the Disclosing Party.

1.2 "Confidential Information" as used herein means information delivered or disclosed by the Disclosing Party to the Receiving Party, directly or indirectly, in writing, orally, or in any other form (such as computer files, diskettes, CD-ROMs, models, physical products, etc.). Any Confidential Information delivered or disclosed in writing or in other tangible form should be marked with the word "Confidential" or other words of the same meaning. For Confidential Information disclosed in intangible form (including information disclosed orally or by visual inspection), the Disclosing Party shall make a written report and send it to the Receiving Party within thirty (30) days after the disclosure thereof; the content of such written report shall be deemed Confidential Information hereunder and is subject to the terms and conditions set forth herein. The Confidential Information provided by each Party is as follows:

(a) By Academia Sinica: _____

(b) By [*abbreviated company name*]: _____

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2. If the Receiving Party deems it necessary to utilize the Confidential Information for purposes other than the Disclosure Purpose, or to disclose the Confidential Information to a third party other than those stipulated in Article 5, the Receiving Party must obtain prior written consent from the Disclosing Party.

3. The Receiving Party shall exercise the due care of a good administrator and take proper management and protection measures to use and keep Confidential Information, so as to prevent unauthorized use, disclosure or dissemination of the Confidential Information.

4.

4.1 Within forty-five (45) days after the execution of this Agreement, the Receiving Party shall notify the Disclosing Party in writing whether or not the Receiving Party intends to further utilize the Confidential Information; the manner of such utilization shall be separately agreed upon in writing by the Parties.

4.2 Upon (a) learning that the Disclosure Purpose cannot be fulfilled between the Parties, (b) the expiration of the term of this Agreement, or (c) the date of receipt of a written notice from the Disclosing Party, the Receiving Party shall immediately cease using Confidential Information and shall, within thirty (30) days, return all Confidential Information, including but not limited to documents, drawings, photographs, models, specimens and residual specimens after the evaluation, to the Disclosing Party or destroy the Confidential Information at the direction of the Disclosing Party. The Receiving Party shall not retain any transcript or duplicate copy of the Confidential Information in any form, or any reproduction of the Confidential Information in a computer-storable format or in any other media format.

5. For the purpose of conducting an evaluation regarding the Confidential Information, the Receiving Party may disclose the contents of the Confidential Information to its personnel engaged in such evaluation. The Receiving Party shall select the personnel involved in the evaluation with careful consideration and inform them of the confidential nature and importance of the Confidential Information; the Receiving Party shall also enter into non-disclosure agreements with the personnel involved and exercise proper supervision to ensure their full compliance with this Agreement. The Receiving Party shall be responsible for the

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acts of its personnel mentioned in this Article, and shall be jointly and severally liable for any loss or damage arising from its personnel's breach of this Agreement.

6.

6.1 The Receiving Party shall not be under an obligation of confidentiality with respect to any of the following information disclosed thereto:

(a) Information which has been disclosed in a patent document;

(b) Information which is available to the public, and the availability does not result from any unauthorized act or negligence of the Receiving Party;

(c) Information which has been lawfully obtained by the Receiving Party from a third person who is not under an obligation of confidentiality;

(d) Information which is independently developed by the Receiving Party without direct or indirect use of the Confidential Information;

(e) Information which is in the Receiving Party's possession prior to disclosure by the Disclosing Party and which is not subject to any obligation of confidentiality;

(f) Information which is disclosed by the Receiving Party in accordance with the requirements of laws or regulations, governmental authorities or judicial proceedings.

6.2 Under the circumstance specified in Article 6.1. (f), the Receiving Party shall notify the Disclosing Party in writing prior to the required disclosure so that the Disclosing Party can have sufficient time to seek protection of administrative orders or other similar orders. The Receiving Party shall disclose only the minimum amount of information as instructed by the Disclosing Party, subject to the requirements of applicable laws and regulations.

7. Confidential Information is provided to the Receiving Party on an "as is" basis, and the Disclosing Party makes no warranty of any kind, either express or implied, including but not limited to any warranty with respect to the accuracy, completeness, merchantability, functionality, or non-infringement of any intellectual property rights of the Confidential Information disclosed. The Disclosing Party shall not be liable for any defects in the Confidential Information

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disclosed by the Disclosing Party.

8. Title and intellectual property rights to the Confidential Information delivered or disclosed by the Disclosing Party to the Receiving Party will remain with the Disclosing Party. Execution of this Agreement does not grant any license to the Receiving Party to use any patent, copyright or other know-how that may be derived from the Confidential Information.
9. In the event that the Disclosing Party suffers any loss or damage as a result of the Receiving Party's violation of any provision hereof, the Receiving Party shall indemnify the Disclosing Party for the actual losses incurred, including all research funding amounts and the reasonable value of the information disclosed. If the Receiving Party becomes aware of any leakage of the Confidential Information, it shall take appropriate measures to retrieve the Confidential Information that has been misused or prevent the continuation of such misuse.
10. This Agreement shall be governed by and construed in accordance with the laws of Taiwan (ROC). In case of any dispute or litigation arising out of this Agreement, the Taiwan Taipei District Court shall be the court of competent jurisdiction for the first instance.
11. This Agreement shall be effective for a period of five (5) years from [*insert effective date*].
12. This Agreement is made in two counterparts, and each Party shall retain one counterpart hereof for its records.

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IN WITNESS THEREOF, the Parties, after reviewing all of the terms of this Agreement within a reasonable period of time, have caused this Agreement to be executed by their duly authorized representatives as indicated below.

Academia Sinica:

Representative: Dr. Chien-Jen Chen, President

Signature of Authorized Official: _____

Name: _____

Title: Director, Department of Intellectual Property and Technology Transfer

Phone: (02)2787-2501

Address: 128, Academia Road, Section 2, Nankang, Taipei 115201, Taiwan (ROC)

Date: _____

Academia Sinica Authorized Discloser / Recipient :

Signature: _____

Name: _____

Title: _____

Institute/Department: _____

Phone: _____

Date: _____

[Company Name]

Representative: _____

Signature of Authorized Official: _____

Name: _____

Title: _____

Phone: _____

Address: _____

Date: _____

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