Confidential Disclosure Agreement

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

Docket Number: _____

(for official use only)

WHEREAS, the Academia Sinica (hereinafter referred to as "**Party A**") and [Company Name] (hereinafter referred to as "**Party B**") are entering into this Agreement (hereinafter referred to as the "Agreement") for the purpose of [☐ technology licensing; ☐ funding research; ☐ other: _____] (hereinafter referred to as the "**Purpose of this Agreement**"), Party A agrees to disclose confidential information it possesses or holds with regarding _____ to Party B. This Agreement is hereby established for the mutual compliance of both parties, subject to the following terms and conditions:

1. The term "**Confidential Information**" referred to in this Agreement shall mean any information delivered or disclosed by Party A, directly or indirectly, in writing, orally, or in any other form (such as computer files, disks, CDs, models, physical products, etc.), to Party B. Confidential Information delivered or disclosed in writing or any other tangible form shall be marked as "Confidential" or with any other synonymous term. If disclosed in an intangible manner (including orally or visually), Party A shall, within thirty (30) days after disclosure, prepare a written report and submit it to Party B. The content thereof shall be deemed Confidential Information as referred to in this Agreement and subject to the provisions hereof.
2. If it is necessary for Party B to utilize the Confidential Information for purposes other than the Purpose of this Agreement or to disclose it to third parties outside the scope of Article 5, Party B must obtain prior written consent from Party A.
3. Party B shall take appropriate management and protective measures with the care of a good administrator, in the use and safeguarding of Confidential Information to prevent unauthorized use, disclosure, or dissemination thereof.
4.

    4.1 Within forty-five (45) days after the signing of this Agreement, Party B shall inform Party A in writing of its intention to further utilize the Confidential Information, and the manner of such utilization shall be subject to written agreement.

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4.2 Party B shall immediately cease the use of Confidential Information upon the parties' inability to achieve the Purpose of this Agreement, expiration of the agreement term, or upon receipt of written notice from Party A. Within thirty (30) days thereafter, Party B shall return to Party A or destroy, as instructed by Party A, all Confidential Information, including but not limited to documents, images, photographs, models, samples, and any remaining samples after assessment, and shall not retain any copies, duplicates, computer storage format versions, or any other reproduced data of the Confidential Information in any form.

5. To access the Confidential Information, Party B may disclose its contents to personnel involved in assessing the Confidential Information. Party B shall carefully select such assessment personnel, inform them of the confidentiality and importance of the Confidential Information, have them sign a confidentiality agreement, and supervise them to ensure compliance with this Agreement. Party B shall be responsible for the actions of the personnel described in this clause, and Party B shall be jointly and severally liable for any damages resulting from their breach of this Agreement.

6.

6.1 Party B shall not be obligated to maintain confidentiality under any of the following circumstances regarding the Confidential Information:

6.1.1 The content of the Confidential Information has been disclosed through a patent.

6.1.2 The Confidential Information is readily available to the public, and such availability is not due to any unauthorized act or negligence of Party B.

6.1.3 The Confidential Information is lawfully obtained by Party B from third parties, and such third parties have no confidentiality obligations.

6.1.4 The Confidential Information is developed solely by Party B, and such information is not directly or indirectly derived from the use of the Confidential Information.

6.1.5 Party B possessed and had no confidentiality obligation regarding the information before disclosure by Party A.

6.1.6 Party B discloses the information as required by law, government agencies, or judicial proceedings.

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6.2 In the circumstances specified under clause 6.1.6, Party B shall provide written notice to Party A prior to disclosure, allowing Party A sufficient time to seek administrative protection or similar orders. Party B shall also, as instructed by Party A and in compliance with legal requirements, disclose only the minimum necessary information.

7. The Confidential Information is provided to Party B on an "as is" basis, and Party A makes no other express or implied warranties, including but not limited to warranties of accuracy, completeness, merchantability, functionality, and non-infringement of third-party intellectual property rights, regarding the disclosed Confidential Information. Party A also disclaims any warranty liability for defects in the disclosed Confidential Information.

8. The ownership and intellectual property rights of the Confidential Information delivered or disclosed to Party B by Party A shall remain with Party A. The signing of this Agreement does not authorize Party B to use any patents, copyrights, or other proprietary technologies that may be derived from the Confidential Information.

9. In the event that Party B breaches any provision of this Agreement resulting in damages to Party A, Party B shall, in addition to paying Party A punitive damages in the amount of _____ NT dollars (reasonably determined at the time of signing, and if left blank, set at 1 million NT dollars), also compensate Party A for actual losses, including all research expenses and the reasonable value of such information. Upon becoming aware of any unauthorized disclosure of the Confidential Information, Party B shall take appropriate measures to retrieve the improperly used Confidential Information or prevent further instances of unauthorized use.

10. The validity and interpretation of this Agreement shall be governed by the relevant laws of Taiwan (ROC). Any disputes or litigation arising from this Agreement shall be submitted to the Taiwan Taipei District Court as the court of 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 duplicate, with each party holding one copy as evidence.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties, after reviewing all of the terms of this

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Agreement within a reasonable period of time, have caused this Agreement to be executed by their duly authorized representatives as indicated below.

Party A: Academia Sinica

Representative: Dr. Chien-Jen Chen, President

Signature of Authorized Official: _____

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

Signature: _____

Name: _____

Title: _____

Institute/Department: _____

Phone: _____

Date: _____

Party B:_____

Representative: _____

Signature of Authorized Official: _____

Name: _____

Title: _____

Phone: _____

Address: _____

Date: _____

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