Confidential Disclosure Agreement

Amended according to the resolution of the 455th group meeting on December 25, 2018

Docket Number:_____

(for official use only)

Effective Date: _____

1. Academia Sinica desires to disclose to _____("Recipient"), certain confidential information relating to _____("Confidential Information") developed at Academia Sinica by [Inventor Representative].
2. Recipient accepts this Confidential Information for the sole purpose of evaluating the same for its own contemplated use and hereby agrees not to make use of the disclosed Confidential Information, except for such purpose as evaluation, or to disclose the same to any third party or parties without the written prior consent of Academia Sinica. All such disclosures shall be in writing. All oral disclosures to Recipient which are then summarized in writing within thirty (30) days are also covered by this Agreement. Recipient shall protect said Confidential Information with the same degree of care as it applies to protect its own.
3. Within forty-five (45) days or within any extension period granted by Academia Sinica from the date of this Agreement, Recipient will advise Academia Sinica in writing as to its interest in negotiating an agreement to allow Recipient's use of the disclosed Confidential Information beyond evaluation. Should Academia Sinica independently agree to so negotiate with Recipient, the parties will commence good faith negotiations upon Academia Sinica's written notification to Recipient.
4. If the period for evaluation has expired, or the Recipient has notified Academia Sinica in writing that it is no longer interested in continuing with the evaluation, or if negotiations between the parties have commenced but Academia Sinica has notified Recipient in writing that a satisfactory agreement cannot be reached, then Recipient will promptly return to Academia Sinica within thirty (30) days all Confidential Information and copies thereof, including written documentation, drawings, photographs, models, and specimens, less those specimens necessarily consumed in evaluation, and will keep only one copy thereof for the sole purpose of documenting this Confidential Information to Recipient, and which will be maintained in confidence by Recipient for the life of the Agreement as specified in Paragraph 9 below.
5. It is recognized that Recipient may be required to disclose such Confidential

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Information to employees, for purposes of evaluation. Recipient will exercise reasonable care in the selection of such employees, and will fully advise all such persons of the confidentiality of this Confidential Information and shall secure the agreement of all such persons to comply with the terms and conditions of this Agreement. The number of such employees will be limited to those who need to know for said evaluation purposes.

6. Notwithstanding the above, Recipient shall have no obligation hereunder to refrain from disclosing specific information if and when a patent is issued covering such Confidential Information. Further, Recipient shall have no obligation hereunder to refrain from disclosing or using the following information:
   (a) Information which is generally available to the public at the time of this disclosure; Information which becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Recipient;
   (b) Information which thereafter is disclosed to the undersigned by third parties as a matter of right; and
   (c) Information which has been independently developed by Recipient.
7. In any event, it is understood that Academia Sinica does not release Recipient from any liabilities based upon any copyright or patent or other rights it now possesses or may acquire concerning such Confidential Information. No license or other right under any Taiwan, the Republic of China or foreign patent, copyright, or know-how is granted or implied by this Agreement.
8. The interpretation and validity of this Agreement and the rights of parties shall be governed by the laws of Taiwan, the Republic of China..
9. The period of this Agreement is until five (5) years from either the termination of evaluation or negotiations by Recipient or Academia Sinica whichever occurs last, as specified in Paragraph 3 above. All obligations of the Recipient with respect to the use and disclosure of Confidential Information hereunder shall terminate at the end of such five (5)-year period.
10. The above constitutes the full and complete Agreement in this matter by and between the parties hereto.

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In witness whereof, Recipient and Academia Sinica have executed this Agreement in two originals by its duly authorized officer or representative.

Academia Sinica:

a. Name of Representative and Title:
Dr. James C. Liao, President
b. Authorized Official /Signature: _____
c. Title:
Director, Department of Intellectual Property and Technology Transfer
d. Address:
No. 128, Sec. 2, Academia Road, Taipei 11529
Taiwan, R.O.C.
e. Date:_____

Inventor Representative :

a. Name /Signature:_____
b. Title
_____
c. Institute:
_____
d. Date:
_____

Recipient :_____

a. Name of Representative /Signature:_____
b. Title:
_____
c. Address:
_____
d. Date:
_____

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