

## **Guidelines of the Mechanism for Research Confidentiality, College of Engineering, National Chiao Tung University**

Approved by the 3<sup>rd</sup> meeting of College Affairs in the academic year 99 on July 18, 2011

1. In response to the students' coming from Mainland China to study in Taiwan, the Guidelines of the Mechanism for Research Confidentiality are thus prescribed. The College of Engineering and all the subordinate departments/graduate institutes are required to follow the guidelines.
2. The College of Engineering and all the subordinate departments/graduate institutes shall evaluate all Mainland Chinese students' propriety on taking the related courses offered by the College and the subordinate departments/graduate institutes.
3. The faculty and researchers of the College and the subordinate departments/graduate institutes knowing the classified information and technologies involving national security shall understand the background of the students and evaluate whether the content of lectures is proper or not.
4. If any research project of the College and the subordinate departments/graduate institutes involves the classified information and technologies related to national security, the identity background of the project members shall be meticulously selected.
5. If technical files or databases of research materials of the College and the subordinate departments/graduate institutes involve the classified information and technologies related to national security, they shall be classified into two categories as confidential and non-confidential, and shall be preserved well. Confidential files and databases shall have their independent and confidential space of storage; the borrowing and using of equipment and materials need to go through the managing staff, and the identity of the managing staff shall be selected by the leaders of the College and the subordinate departments/graduate institutes.
6. All the laboratories of the College and the subordinate departments/graduate institutes having classified information shall establish the entrance control and security system. In order to prevent classified information and secrets from theft, the proper measures as audio recording, video recording and so on shall be adopted when external visitors visit the laboratories.
7. The College and the subordinate departments/graduate institutes shall request Mainland Chinese students to sign the Confidentiality Agreement for Laboratory Students (Attachment 1) in order to keep the confidentiality of the research results when there are Mainland Chinese students participating in the research process.

8. The Guidelines are implemented upon the approval of the Council of College Affairs, and amendments shall undergo the same procedure.

## Confidentiality Agreement for Laboratory Students

Due to my identity as an exchange student in Department/Graduate Institutes of \_\_\_\_\_ at National Chiao Tung University (hereinafter referred to as "the University"), my participation in the research process in the professor's lab at the department makes me know or makes it possible for me to know or to possess research results or technical secrets of the inventors or the University. In order to protect the research results, technical secrets, and the confidentiality of related documents and materials, I, the signatory, agree to follow all the following regulations in this Agreement:

Article 1. "Research results" are the intellectual property rights including patents, copyrights, integrated circuits layout design, business secrets, computer software, know-how and other technical materials.

Article 2. "Technical secrets" refer to all the commercial, technical, productive secrets which are related to the University and are labeled as "classified," "restricted" or other synonyms. In addition, "Technical secrets" also refer to general commercial and legal concepts that are unlabeled but shall be regarded as classified objects, documents and materials according to the regulations of the University.

Article 3. I agree that all related rights of my ideas, concepts, discoveries, inventions, improvements, formulas, procedures, manufacturing techniques, writings and research results, which are produced or created during the period my participation in the research, belong to the University, whether I acquire the patents, copyrights or other rights of them or not. The management and the execution of research results shall be implemented according to related regulations of the University.

Article 4. I shall unconditionally assist the University to accomplish the domestic or foreign registry, patent applications, registrations, or other requirements such as legal proceedings within the proper schedule.

Article 5. In order to keep the confidentiality of all research results and technical secrets produced or created during the research, I agree to compose the research records during my term of office and to follow the related regulations to record each research procedure, result, work, engineering technique and administrative affairs.

Article 6. I assure that I will fulfill the obligation of keeping secrets for the duration of my studying in the University and after my graduation or my dropping out from the University. Without the written consent of the University, I will never make the third party know or possess the research results or technical secrets of the University or the inventors in any way, and I shall never use or let the third party use research results or technical secrets of the University or the inventors in any way.

Article 7. If I alter my advisor or participate in other professors' research projects, without the written consent of my previous advisor or the project leader, I shall not publish the creations and results listed in Article 3 and generated from the research projects I participate in as the content of my thesis, nor shall I make them public.

Article 8. I agree to fulfill my obligation as a good keeper to pay attention to the safekeeping and maintenance of the research results and technical secrets known or possessed by myself by all necessary means for the duration of research in order to keep the confidentiality.

Article 9. My obligation of secrecy for research results and technical secrets will be relieved at the same time when the University or the inventors publish the research results and the technical secrets or relieve the confidentiality of the research results and the technical secrets.

Article 10. When I leave the laboratory and no longer participate in the research project, except for my personal effects, all objects and information (no matter what media of storage the information is recorded on or saved in; no matter the documents are original files or copies) that are kept by me but belonging to the University or authorized to the University by the third party shall be returned to the University. I shall not keep and save these objects and information privately for myself. I shall hand them immediately to the University or to the representatives assigned by the University and shall finish the related procedure. When I am asked to return these objects and information by the University, I shall follow the same procedure.

Article 11. I shall never quote or use any technical secrets specifically owned by the former employer in my research without the written consent of my former employer. I assure that I will not reveal other people's unauthorized research results or technical secrets to the University for the University's usage or for my own usage in the research.

Article 12. Before my signing of the agreement, I shall report all research results or technical secrets that I already possessed or created before the signing of this agreement and shall disclose all my obligations of secrecy towards other people according to legal regulations or contracts.

Article 13. If I violate the regulations in this agreement, the University can resort to related regulations of the University. In addition, the University can demand the compensation from me for its lost, or can have me prosecuted for my criminal liability for leaking secrets.

Article 14. The effect of my obligation of secrecy prescribed in this agreement will not be terminated after my graduation or my dropping out from the University.

Article 15. If the articles in this agreement are partly invalid or unable to be implemented, the other articles' effect will not be affected.

Article 16. If any argument occurs regarding to this agreement, I agree to negotiate with the University on the basis of credibility and integrity. If the settlement cannot be reached by both parties, I agree to have the argument settled by Hsinchu District Court, the court of first instance.

Article 17. This Confidentiality Agreement has two copies; one copy for the signatory and another for the department (graduate institute/center).

Signature of the Signatory:

Address:

Telephone Number:

ID Number:

Date: