# Agreement for Visiting Personnel(s) of Academia Sinica

This Agreement is made on the [ ] day of [month] [year] by and between Academia Sinica ("Party A") and Mr./Ms. [ ] ("Party B").

WHEREAS, Party A intends to invite Party B as [post] to participate in [the research project(s)] (to be filled out by Party B);

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Party A authorizes [research institute (or preparatory office) or research center under Academia Sinica] to sign this Agreement.
2. Duration of Retention

Party B shall be invited from [date] to [date] and work days a week. (Please specify the exact duration of retention, including the number of the terms and the exact days of each term.)

1. Remuneration

Party A shall pay Party B a monthly/daily remuneration of NT$[amount] (including living allowance).

1. Insurance and Subsidies
   1. If Party B is not qualified for enrollment in the labor insurance or the national health insurance program and is not covered by any other personal insurance, he/she may request Party A's assistance in procuring insurance to cover him/her under Subparagraphs 1 to 5, Article 6 of the Terms and Conditions of and Instructions for General Insurance for International Science and Technology Cooperation Personnel.
   2. Unless otherwise provided in this Agreement, other subsidies shall be given in accordance with the Guidelines for Inviting Consultants, Visiting Specialists, and Scholars at Academia Sinica.
2. Nondisclosure Agreement

During his/her retention by Party A, Party B shall keep Party A's research projects and official affairs confidential during the prescribed duration of confidentiality, if any, or within three years of the expiration or termination of this Agreement if no duration of confidentiality is prescribed for such matters. Party B is obligated to ensure confidentiality of Party A’s official affairs and/or research outcomes for the period in accordance to each matter, or three years after the termination of this Agreement if the confidentiality period was not specified.

1. If, during the duration of retention, Party B produces any literary works or research achievements using Party A's budget, subsidies or funds or under Party A's commission, the ownership and utilization of and other matters regarding such works and research achievements shall comply with the Regulations for Ownership and Utilization of Scientific and Technological Research and Development Achievements of Academia Sinica.
2. If, during the duration of retention, Party B publishes any research outcome produced with Party A's funds, source of funding shall be indicated in the publication.
3. If Party B damages any property of Party A, commits any wrongful act, or breaches any term of this Agreement, Party B agrees to compensate for the loss incurred by Party A, including compensation for the reasonable values of the damaged property and research materials, and the relevant research funds, and assuming liability for wrongful acts, and to pay Party A a penalty equivalent to 10 times the above reasonable value.
4. Termination of Agreement
   1. This Agreement may be renewed upon both parties' agreement prior to the expiration date. This Agreement will expire unless Party A continues to invite Party B on a temporarily base. Once this Agreement terminates Party B shall vacate the assigned laboratory and return all the property belonging to Party A as instructed by Party A.
   2. Either party may terminate this Agreement by giving one-month written notice, which shall be as effective as termination by the preceding paragraph.
   3. Party A may terminate this Agreement at any time if Party B commits a material breach of this Agreement,
5. Party B shall submit a report outlining achievements within one month of termination of this Agreement to the unit authorized to sign the Agreement on Party A's behalf, and the authorized unit shall file the report with Party A.
6. With regard to matters not provided herein, the Guidelines for Inviting Consultants, Visiting Specialists, and Scholars at Academia Sinica and the applicable laws and regulations of the Republic of China shall govern.
7. Disputes arising out of this Agreement shall be submitted to the jurisdiction of the Taiwan Taipei District Court in the first instance.
8. This Agreement shall be made in triplicate with one copy to be filed by the signatory unit with Party A's unit in charge, and the signatory unit and Party B each holding one copy.
9. When signing this Agreement, Party B shall also agree to abide by the “Agreement on Ownership and Confidentiality of Research and Development Achievements by Academia Sinica Laboratory Personnel.”
10. The Chinese version of this Agreement shall be deemed the original. In the event of a conflict or contradiction between the Chinese version and the English version, the Chinese version shall prevail.

Party A: Party B: (signature or seal)

Academia Sinica

Statutory Representative: James C. Liao

Authorized Signatory:

(Director of Institute/Center)

ID No. (Passport No.)

Address:

Date: The [ ] day of [month] [year]

# 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] (hereinafter referred to as "Laboratory"), headed by principal investigator Dr. [name] (hereinafter referred to as "PI") under the [institute name] Institute 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

1. If I breach any part of this Agreement, I will be liable for the breach.
2. 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.

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