**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter called “Agreement”) is entered into and made effective as of 3rd of Dec., 2018 (hereinafter called “Effective Date”), by and between Taipei Medical University, a university of Taiwan having its principal place at No.250, Wuxing St., Xinyi Dist., Taipei City 110, Taiwan (hereinafter called “TMU”) and (name), a corporation of (country) having its principal place of business at (address) (hereinafter called “(acronym)”).

**WHEREAS**, TMU and (acronym) are willing to exchange Confidential Information (defined as follows) for the purpose of discussing and evaluating a possible collaboration regarding XXXXXXXXXXXXXXX (hereinafter called “the Purpose”).

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Confidential Information.**

“Confidential Information” used herein shall mean: (i) the fact of the existence of this Agreement and the business relationship between the parties referred to or indicated in this Agreement and (ii) all economic and technical information in any form relating to the Purpose of this Agreement, including, but not limited to, samples, data, drawings, ideas, inventions, concepts, designs, plans, specifications, flow charts, know-how, and information related to finances and prices which is disclosed to either party directly or indirectly by the other party.

1. **Markings.**

In the event Confidential Information is disclosed in written form (including facsimile message and E-mail), it shall be clearly marked as “Proprietary” or “Confidential” by a stamp or other obvious written identification. In the event the disclosing party orally discloses Confidential Information to the receiving party, such oral information shall be deemed to be Confidential Information only if the disclosing party promptly notifies the receiving party of such oral disclosure, and reduce to writing such Information marked as “Proprietary” or “Confidential” within thirty (30) days of such oral disclosure.

1. **Maintenance of Confidentiality.**

The receiving party shall prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information with the same degree of care that the receiving party uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care. The receiving party agrees to notify the disclosing party in writing of any misuse or misappropriation of the Confidential Information which may come to the receiving party’s attention.

1. **Non-use and Non-disclosure.**

Without the express written consent of the disclosing party, the receiving party agrees: (i)not to use the Confidential Information for any other purpose other than for the Purpose; (ii) to disclose such Confidential Information only to its employees who have a legitimate need to know such Confidential Information in order to carry out the Purpose set forth above and who agree to all of the terms of this Agreement; (iii) not to reverse engineer any Confidential Information.

1. **Exclusions.**

The obligations imposed by this Agreement shall not apply to any portion of the Confidential Information which:

* 1. is or becomes known to the public other than through unauthorized disclosure by the receiving party;
  2. is already in the possession of the receiving party at the time of receipt from the disclosing party;
  3. is rightfully received from a third party without any limitation of confidentiality;
  4. is disclosed by the disclosing party to a third party without any obligation of confidentiality;
  5. is independently developed by the receiving party without breach of this Agreement;
  6. is approved for release by prior written consent of the disclosing party; or
  7. is required to be disclosed pursuant to the operation of law or court order.

1. **Ownership.**

All titles and rights to any Confidential Information provided to the receiving party shall solely remain in the disclosing party. Nothing in this Agreement grants or conveys, expressly or impliedly, any patent, copyright, trademark, mask work, trade secret or other property right with respect to any information provided to the receiving party.

1. **Return of Information.**

Upon termination or expiration of this Agreement or upon the disclosing party’s written request, the receiving party shall immediately cease using all Confidential Information received and return all materials containing any such Confidential Information including all copies, transcriptions, extracts, and summaries thereof. Alternatively, if the disclosing party requests to destruct such Confidential Information, the receiving party shall provide the disclosing party a written affidavit or confirmation to evidence the complete destruction of such Confidential Information together with all copies, transcriptions, extracts, and summaries thereof.

1. **No obligation.**

This Agreement imposes no obligation on either party to exchange Confidential Information, to purchase, sell, license, transfer, or otherwise make use of any technology, services or products, or to enter into any other agreement with the other party. This Agreement does not create any agency or partnership relationship.

1. **Disclaimers.**

All Confidential Information is furnished “as is”. The parties understand and agree that the disclosing party has not made or shall not make any representation or warranty as to the accuracy or completeness of the Confidential Information, and that the disclosing party shall not have any liability resulting from the use of the Confidential Information by the receiving party.

1. **Indemnification.**

Where the receiving party or its personnel breaches the Agreement, it shall indemnify the disclosing party against the damages suffered by the disclosing party therefor. In addition, the disclosing party may terminate this Agreement immediately.

1. **Term and Protection Period.**

This Agreement shall continue in full force and effect for a period of 3 years from the Effective Date until it is terminated by either Party with thirty (30) days prior written notice, however, that the obligation of the receiving party to protect the Confidential Information under this Agreement shall survive for a period of 2 years from the expiration or termination of this Agreement. Those terms and conditions of this Agreement, which are, by their nature, meant to survive the term of this Agreement, shall so survive from the expiration or termination of this Agreement.

1. **Notices.**

All notices necessary or appropriate to be given pursuant to this Agreement shall be effective when delivered, faxed, or sent to the appropriate party at the address or number stated below. A party may change its address or number for notice by giving notice in accordance with this article.

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| To TMU： | Name: Taipei Medical University  Address:  Attention:  Email:  Telephone: |
| To | Name:  Address:  Attention:  Email:  Telephone: |

1. **Entire agreement.**

This Agreement constitutes the entire agreement and understanding among the parties as to the subject matter hereof, and supersedes all prior agreements, negotiations or understandings, written or oral, between the parties.

1. **Assignments and Modifications.**

This Agreement will not be assignable or transferable without the prior written consent of the other party. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

1. **Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of Taiwan, without reference to conflict of laws principles. The parties hereby irrevocably consent to the jurisdiction and venue of the Taiwan Taipei District Court in Taiwan with regard to any action which may arise between the parties concerning this Agreement.

1. **Number of Agreement.**

This Agreement is hereby signed in two (2) originals, with one (1) original remaining in the possession of each party.

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| Taipei Medical University  By:  Printed Name:  Title: President | (name)  By:  Printed Name:  Title: |