

中國醫藥大學附設醫院

China Medical University Hospital

_____ (以下簡稱甲方)因訓練/見習需要使用中國醫藥大學附設醫院(以下簡稱乙方)之相關資料，甲方對乙方負有保密義務，並同意乙方依相關醫院作業蒐集甲方個人資料，特立本切結書，以資遵循。

_____ approve the personal information is collected by China Medical University Hospital (hereinafter as CMUH) according to CMUH Administrative Regulations, and have the non-disclosure responsibility to CMUH for training and internship necessary.

1 個人資料蒐集告知條款 Personal Data Collection Terms

1.1 乙方因人事管理作業及其他各項機能管理作業需要，需蒐集、處理及利用甲方之個人資料（足資證明或辨識個人資料之身分文件等相關資料）。

By personal management and other administrative operations, CMUH can collect, process, and apply Personal information or any identification.

1.2 甲方所填具之上述資料，僅供乙方執行管理相關作業使用。

All the personal information as stated above is only for CMUH administrative.

1.3 甲方就其提供之個人資料得依個人資料保護法向乙方請求查詢、製給複製本、補充更正、請求停止蒐集、處理、利用及刪除等權利。

According to the Personal Data Protection Act, you shall be able to exercise the following rights with regard to your personal data:

(1)the right to make an inquiry of and to review your personal data;

(2)the right to request a copy of your personal data;

(3)the right to supplement or correct your personal data;

(4)the right to demand the cessation of the collection, processing, or use of your personal data; and

(5) the right to erase your personal data.

2 個人資料及智慧財產保密 Confidentiality of personal information and intellectual property

2.1 甲方應以善良管理人之注意義務，依乙方指示，遵守乙方工作規則、內部規章及相關法令履行義務，不論在訓練/見習期間或是結訓後，對乙方相關文件與機密資訊，均嚴守保密之義務。

By the CMUH instructions, administrative regulations, and relevant laws that you should strictly keep the Confidentiality Obligation by using the same degree of care, but no less than a reasonable degree of care and follow specifications during or after the training/interning period.

2.2 甲方於訓練/見習期間因工作知悉、蒐集、處理、持有之所有資訊或個人資料，包括但不限於口頭、書面或電磁紀錄等形式之資訊，應僅限於工作目的必要範圍使用，非經乙方之書面同意，不得以任何方式由自己或使第三人取得、使用或洩漏，如有違反，應自負所有民、刑事或行政責任，並賠償乙方因此所受損害。

All information or personal data that is acknowledged, collected, possessed, use of, held are included but not limited to oral, written, or digital records during the training/interning period are only applied to the necessary objectives. You are not allowed to acquire, divulge or apply in any method without CMUH written consent, or the offender is held liable and compensated for the loss.

2.3 甲方同意確實遵守個人資料保護法之規定，以保障乙方及相關當事人之權益。

You shall abide by the Personal Data Protection Act to ensure the rights and interests of CMUH and all persons concerned.

2.4 甲方同意並確實遵守各項智慧財產權約定（包括但不限於著作權法及各類軟體之版權聲

明或授權聲明之內容)。

You are required to follow the intellectual property rights laws and agreements (which may include but are not limited to the Copyright Act and the copyright statement, authorization statement of software).

3 保密義務 Non-Disclosure and Intellectual Property Protection Agreement

- 3.1 甲方願遵守醫療法第 72 條：「醫療機構及其他人員因業務而知悉或持有他人之秘密，不得無故洩漏」及其他法令之相關規定，不得無故洩漏任何醫療資料。若違法願自負賠償及相關法律責任。

According to Article 72 of the Medical Care Act, “Medical care institutions and their staff shall not disclose without cause any information regarding patient’s illnesses or health, which are acquired by virtue of practice.” The offender is held liable and compensated for the loss.

- 3.2 甲方同意對因職務所知悉或持有之乙方及乙方依法須保密之第三人營業秘密或重要資訊負保密義務，並保證僅將該資訊使用於執行職務所需範圍內，非經乙方書面同意，甲方不得將該資訊為違背其工作目的範圍外之使用，或將其洩漏、告知、交付、移轉或以任何方法提供予他人或對外發表，並遵守乙方所訂保密管理措施。

You should comply with the confidentiality obligation to trade secret or critical information also guarantee that all the use is necessary for the performance of a business duty. The confidential information is not allowed to acquire, divulge, deliver or transfer in others’ usage, also provided to others for announcement without CMUH’s written consent.

- 3.3 乙方所有或甲方為乙方取得之任何營業秘密或重要資訊，其所有權均歸屬於乙方。於甲方離職或經乙方請求時，應立即將其交還乙方或其指定之人，並配合乙方辦理交還手續，且不得以任何形式留存。

The ownership of any trade secret or critical information owned by CMUH. You should return all the info to CMUH or the designee immediately when resigning or requesting to return. You are not allowed to keep the record in any form by CMUH Administrative Regulations.

- 3.4 甲方之保密義務於本契約關係消滅後仍不解除。

The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

- 4 甲方於訓練/見習期間同意遵守上列各項條款，如違反本切結書致乙方受有損害時，願向乙方負全部賠償責任；若發生任何情形以致違反中華民國或中華民國以外地區之法律，願自行負擔一切責任。因訓練/見習期間而生之爭議，雙方同意以誠信原則協商解決，協商不成者，雙方合意以台灣台中地方法院為第一審管轄法院。

If you breach any provision of this undertaking and cause any damage to CMUH, you shall be liable for damages. You shall bear liability in any violation of the law of the Republic of China or outside the Republic of China area. Disputes hereunder shall be settled by negotiation by the means of good faith. If the negotiation fails, the Parties agree to be subject to the jurisdiction of the Taichung District Court.

此致

中國醫藥大學附設醫院

I hereby acknowledge that I have read the contents of this Agreement and give my consent.

立切結書人

Signature

簽署日期

Date

____/____/____
YYYY/MM/DD

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