

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5331874

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT CONTRACT OF YU-CHIEH LIN WITH UNITED MICROELECTRONICS CORP.
<b>RESUBMIT DOCUMENT ID:</b>	505176129

## CONVEYING PARTY DATA

Name	Execution Date
Yu-Chieh Lin	05/15/2006

## RECEIVING PARTY DATA

<b>Name:</b>	UNITED MICROELECTRONICS CORP.
<b>Street Address:</b>	No.3, Li-Hsin Road 2, Science-Based Industrial Park
<b>City:</b>	Hsin-Chu City
<b>State/Country:</b>	TAIWAN

## PROPERTY NUMBERS Total: 1

Property Type	Number
<b>Application Number:</b>	15908733

## CORRESPONDENCE DATA

**Fax Number:** (703)997-4517

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

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**Correspondent Name:** WINSTON HSU

**Address Line 1:** 5F., NO.389, FUHE RD., YONGHE DIST.,

**Address Line 4:** NEW TAIPEI CITY, TAIWAN

<b>ATTORNEY DOCKET NUMBER:</b>	NAUP2859USA
<b>NAME OF SUBMITTER:</b>	SIBYL YU
<b>SIGNATURE:</b>	/SIBYL YU/
<b>DATE SIGNED:</b>	01/18/2019

## Total Attachments: 25

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### Statement by Translator

I hereby confirm that English translation enclosed herewith is an accurate translation of the Contract of Employment of UNITED MICROELECTRONICS CORP. originally written in Chinese.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. There are no new matters included in this English translation.

Date : 11/2, 2018 By: Y T Tsai

Translated by Y T Tsai

Y T Tsai  
2018. 6. 11

### Amendment agreement

United Microelectronics Corporation (hereinafter referred to as the First Party) and \_\_\_\_\_ Lin, Yu Chieh \_\_\_\_\_ (hereinafter referred to as the Second Party)

In response to changes in the intellectual property laws and the simplified part of the employment contract signed between First Party and Second Party, First Party amended the original agreement as an annex and provided it to Second Party for review.

Both Parties agree the amendment to form into part of the original contract. The un-amended portion of the original contract is still valid.

First Party: United Microelectronics Corporation

Legal Representative: \_\_\_\_\_ Hu, Guoqiang \_\_\_\_\_ (Signature)

Second Party: \_\_\_\_\_ Lin, Yu Chieh \_\_\_\_\_ (Signature)

Passport No.: \_\_\_\_\_ E121178455 \_\_\_\_\_

Date: \_\_\_\_\_ 2006 /5/15 \_\_\_\_\_

Y T Tsai 2018. 8/21

**Annex**

**Contract of Employment**

**Signatories:**

United Microelectronics Corporation (hereinafter referred to as the First Party) and  
\_\_\_\_\_ (hereinafter referred to as the Second Party)

Regarding the employment of the Second Party by the First Party, commencing on  
\_\_\_\_\_ (date), the conditions of employment are hereby stipulated in accordance  
with the First Party's policy, regulations and the relevant ROC legal statutes.

This contract has been agreed between the First and Second Parties, and contains the  
following conditions:

**Chapter One Personnel and Service Matters**

**I. Service Agreement**

1. Both parties agree that all management and employee regulations and policies issued by the First Party during the period of the Second Party's employment by the First Party shall form part of this contract. The Second Party further agrees that during his/her period of employment, he/she shall look up, accept the First Party's publicity and accepts and will abide by all of the First Party's management and employee regulations and policies (including without limitation, health, safety, security, data protection, privacy, human resources, etc.). The Second Party further agrees that the First Party may retain and make (for internal use) copies of information provided by the Second Party.
2. Where an invention, an idea, a new utility model or a new design is made, conceived or reduced to practice by the Second Party in the performance of his/her job duties: (a) the Second Party does hereby assign all right, title and ownership to the First Party, (b) the right to apply for patent and the patent right thereof shall be vested in the First Party, and (c) the Second Party shall be entitled to the right of having his/her name shown as the inventor or the creator. The First Party shall pay the Second Party the remuneration according to the First Party's internal patent reward regulation. Where an invention, an idea, a new utility model or a new design made by the Second Party is irrelevant to his/her job duties, the right to apply for patent and the patent right concerned shall be vested in the Second Party, provided, however, that if such invention, idea, new utility model or new design is made in whole or in part through utilization of the First Party's resources, confidential information or experience, the First Party is hereby granted a royalty free license under and may put the same invention, idea or new utility model or new design into practice in the First Party's business, and the Second Party will not claim the remuneration on the First Party.

Upon making, conception or reduction of an invention, an idea, a new utility model or a new design irrelevant to his/her job duties during the period of employment, the Second Party shall give the First Party a notice in writing of such event and shall inform the First Party of the process of the creation. Upon request by the First Party, during or after the period of employment, the Second Party will sign such documents as reasonably necessary to reflect the matters described in this paragraph.

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3. All data, research, information, reports, publications and documents produced by the Second Party in the course of his/her duties shall be the property of the First Party; the Second Party may not disclose or publish such matter unless the written approval of the First Party has been obtained.
4. The Second Party has an obligation to maintain the good name and confidentiality of the First Party.
5. The computer(s), network account(s), email account(s), computer software, tools and equipment used by the Second Party in the course of his/her duties, together with the communication, telephone correspondence, voicemail(s), phone mail(s) and other electronic equipment provided and/or paid by the First Party are the property of the First Party, not the personal property of the Second Party. The Second Party shall abide by all the regulations and work procedures formulated by the First Party. In addition, the First Party shall have the right to access, read, listen to, use and copy the Second Party's e-mail(s), communication correspondence, voicemail(s), phone mail(s), phone text message(s) and other electronic information used by the Second Party in the course of his/her duties and those stored in the First Party's computer(s), equipment, network account(s) and electronic storage for the purposes of maintaining an effective use of the First Party's resource and the information security management.
6. The Second Party shall maintain proper team spirit in his/her doings within the First Party, shall make no public criticism of the First Party's company policies, and shall maintain the First Party's reputation.
7. If, during the period of his/her employment by the First Party, the Second Party undergoes any training courses, whether in Taiwan or overseas, he/she shall study diligently in accordance with the agreed procedures, and shall produce training reports as required. He/she may not drop out of training courses before he/she has finished, and may not delay his/her return to Taiwan in the event of an overseas training course.
8. If the Second Party undergoes training overseas during the period of his/her employment by the First Party, if the First Party feels it necessary, the Second Party's period of service may be extended. In this eventuality, a new contract of employment shall be drawn up for the extended period and signed by the Second Party.

## **II. Salary and Other Income Stipulations**

### **1. Confidentiality Clause**

As cited under Article 9 of the First Party's Administrative Regulations Compilation, file 001-102-003 pertaining to salary payment, the First Party's salary confidentiality clause encompasses the followings (any update to such regulations will be applied as in the modified regulation);

- 1.1 The salary and other income of all individual employees of the company, whether paid on a monthly or other basis, are to be treated as "strictly confidential", and must be kept secret by the Second Party. The term "salary and other income" in this Article includes salary, allowances, bonuses, options, shares, profit bonuses (cash bonus and dividends) and other type of income, benefits and compensation.
- 1.2 Inquiring about, informing others about or spreading rumours about the salary and other

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income of other employees is also strictly prohibited.

- 1.3 In the event that an employee or his/her spouse is discovered to have violated any of the regulations concerning confidentiality in this article, the employee shall be recorded one major demerit.
- 1.4 In the event that the interest or reputation is seriously affected by a violation of the above restrictions by an employee or his/her spouse, the employee in question may be terminated.

## **2. Bonus Awards**

The employees' bonus' allocation will be made in accordance with stipulations of the First Party's Articles of Incorporation after the First Party distributed the surplus profit pursuant to Items 1 through 3 of Paragraph 1 of Article 22 of the First Party's Articles of Incorporation. In addition;

- 2.1 Employee bonuses (cash and stock) are non-routine remuneration beyond scheduled salary, and the distribution of employee bonus is determined by the First Party's company policy and employee's personal performance.
- 2.2 A principle of references in employee bonus allocation consists of, (1) cumulative overall history performance; (2) employee's yearly performance in the year in which the bonuses are generated; (3) employee's yearly performance in the year in which the bonuses are being allocated; (4) employee's future performance outlook.
- 2.3 At a bonus distribution cut-off date, once the employee has resigned, irrespective of any notice or written certification received prior to resignation, the employee shall not be eligible to receive the bonus, except for personnel who have been transferred to an affiliation as per the company's policy remain fully eligible to receive bonus according to the company's stipulated transfer terms and conditions.

## **Chapter Two**

## **Operational Secrecy**

### **I. Preservation of Corporate Secrets**

1. All of the First Party's company regulations regarding the preservation of corporate secrets shall be faithfully observed.
2. The Second Party shall not disclose the First Party's corporate secrets learned during the course of his/her employment.
3. The Second Party shall not inquire about, secretly look out or listen to the First Party's corporate secrets to which he/she is not required to be privy.
4. Unless the approval of the relevant manager has been obtained, the Second Party shall not publicize matters relating to his/her work in the First Party's name.
5. The Second Party shall not reveal any corporate secrets, confidential documents or any matters relating to the First Party's corporate affairs or business to any third party, including without limitation sales personnel from companies having dealings with the First Party, except for information, which are specifically approved for disclosure. Where such approved information is confidential, any disclosure to a third party shall be on a strictly confidential basis, and shall require a Non-Disclosure Agreement in the prescribed form signed by the Party receiving the confidential information, unless the head of department of the First Party waives this requirement.

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6. Where the Second Party has been assigned to undertake a business trip relating to confidential company business, he/she shall not reveal the nature of his/her trip to a third party.
7. The Second Party shall not refer to the First Party's corporate secrets in his/her personal communications or writings.
8. Where the Second Party discovers or suspects that a corporate secret has been revealed contrary to this Article or First Party interests, he/she must immediately report the fact to a superior manager.
9. The Second Party shall assume the joint liability to keep confidential with the First Party's other employee while they have jointly known the First Party's corporate secrets during the term of their employment. Except the Second Party has done his/her best efforts to prevent the leak, the Second Party shall be jointly responsible for the corporate secrets' leak with the First Party's other employee.

\*For the purpose of this Agreement, the First Party's "corporate secrets", "trade secret" and "confidential information" shall mean all information (including oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method) which relate to the First Party, its customers, or its suppliers which is not widely known to the public, and without prejudice to the generality of the foregoing definition shall include but not be limited to (i) all information ascertainable by the inspection or analysis of samples, equipment, tools, models, prototypes, modules, software, codes, processes intermediate products and the waste, (ii) all information relating to the First Party's operations, processes, plans, strategies, intentions, technology, products, know-how, designs, trade secrets, software, market opportunities, customers, suppliers, partners, investments, finances and business affairs, and (iii) all information which the First Party is required (by law, by agreement or otherwise) to keep confidential.

## II. Operational Confidentiality

1. During the period of his/her employment by the First Party, the Second Party shall actively provide the First Party with his/her knowledge, skills and other valuable contributions. However, the Second Party shall not reveal to the First Party confidential information acquired from a previous employer or otherwise under circumstances prohibiting or restricting its use and/or disclosure and shall not make use of such information in his/her work. In the event of this stipulation being violated, the Second Party shall take full responsibility for his/her actions, and shall compensate the First Party for any loss incurred by the latter as a result.
2. During the period of his/her employment by the First Party, the Second Party may, when necessary for his work on behalf of the First Party and when approved and in the manner authorized by the First Party, (a) make proper use of all instruments, machinery, facilities or other equipment belonging to the First Party, and (b) make proper use of all books, publications, reports, slides, videotapes, written records and other information belonging to the First Party. Where necessary to facilitate his work on behalf of the First Party during the period of his/her employment with the First Party, the Second Party may also, with the agreement of the First Party, reproduce, copy, photocopy, copy by hand, copy excerpts from or translate any of the above instruments or information. Before the end of his/her period of employment with the First Party, the Second Party must return to the First Party or to a person designated by the First Party, or, if instructed



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to do so by the First Party, destroy all instruments and information entrusted to and/or acquired by him in the course of or as a result of his/her employment, as well as any reproductions, copies, photocopies, hand copies, backups, excerpts from or translations of any of the said instruments or information, teaching materials, analysis reports, research reports, and any photographs or text he/she may have acquired or taken or scanned in the course of working for the First Party. The Second Party understands that in the event of his/her failing to return or destroy any of the items noted above, he/she may be liable to legal action being taken against him/her.

3. If a trade secret (including but not restricted to all inventions, discoveries, improved methods, operational procedures and other valuable knowledge) is the conceived, developed and/or obtained by the Second Party during the performance of employment, the use, benefit and ownership of the associated trade secret and legal rights shall belong to the First Party, and the Second Party hereby does assign all such rights to the First Party. The Second Party shall produce written records of all types of knowledge noted above, shall submit these to the First Party or to a person designated by the First Party, and shall provide a supplementary oral and written explanation where necessary. The Second Party further agrees to sign all documents, if any, reasonably helpful to transfer all rights, title and ownership relating to the afore-mentioned knowledge to the First Party to become the sole property of the First Party. Where a trade secret is the result of research or development by the Second Party is irrelevant to the performance of employment, the use, benefit and ownership of the associated trade secret rights shall belong to the Second Party. However, if the trade secret is in whole or in part the result of utilizing the First Party's resources, confidential information or experience, the Second Party grants the First Party a royalty free perpetual license to use and exploit such matter, and the First Party may make use of such a trade secret in the First Party's business without any obligation to pay the Second Party remuneration.
4. The Second Party shall, where so requested by the First Party, immediately and unconditionally sign all documents and provide all assistance needed for the First Party or its designated representatives to obtain and/or enforce intellectual property (including but not limited to patent rights and copyrights) or other legal rights relating to the types of knowledge described above.
5. During his/her period of employment by the First Party and after leaving the First Party's employ, the Second Party shall do his/her utmost to prevent any third party from acquiring or becoming aware of any confidential information of the First Party including information relating to all equipment and data that either belongs to or should belong to the First Party (including reproduction, copies, syntheses, photocopies, handwritten copies, excerpts and translations), as well as all types of valuable knowledge as defined in Paragraph 3 above, and any other types of information relating to the First Party's current and future operations. All information and reports provided by the First Party's customers, vendors, partners and invested companies, including but not restricted to designs, drawings, disks, masks, IC semi-finished products and finished products, as well as all other information that the First Party is required to keep confidential, must be kept confidential by the Second Party, and must not be disclosed to anyone outside the First Party. The Second Party shall observe and perform all the terms of any confidentiality or non-disclosure agreement, which the First Party is required to observe

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and perform. The Second Party shall indemnify the First Party against all liabilities, damages, losses, claims, proceedings, costs and expenses resulting from any violation of these requirements in this paragraph. At the time of leaving the company, the Second Party will sign a "Declaration of Confidentiality by Personnel Leaving the Company." After his/her resignation, the Second Party may not, unless agreed by the First Party, use, publicize or disclose to a third party any of the confidential information or corporate secrets, including without limitation, equipment, data, knowledge, news, research and development procedures, research and development results or methods for production or process improvement or information developed after analysis. The Second Party understands that in the event of any violation of the stipulation of the foregoing paragraphs on secrecy on his/her part, he/she may be liable to legal action being taken against him/her.

6. In order to protect the First Party's confidential information (including know-how) to which the Second Party has access: (a) the Second Party shall not (at any time during his/her employment and within 12 months from the effective date of my resignation) plan, prepare for or undertake for or on behalf of an actual or prospective competitor, customer or vendor of the First Party any activity that relies upon or involves confidential information in any activity the same as, or similar to, or related to that which the Second Party undertook or became familiar with at the First Party; and (b) the Second Party shall not, after the effective date of his/her resignation, use or rely on (in whole or in part) any non-public proposal, information, know-how, graphics, texts or methods derived from or related to (in whole or in part) work undertaken for the First Party.
7. While in the employ of the First Party, the Second Party shall work full-time for the First Party, and shall not undertake any other type of part-time work without the written consent of the First Party.
8. In the event of any violation of the above conditions by the Second Party, the First Party reserves the right to take legal action against the Second Party.
9. The Second Party hereby declares that the items listed on the attachment attached to this contract were obtained from previous employers or invented by the Second Party themselves prior to entering the employ of the First Party.
10. The responsibility of the Second Party to maintain confidentiality and the provisions relating to intellectual property herein shall not be affected by the termination or expiration of the employment contract between the two parties for any reason.

### Chapter Three

### Copyright and Semiconductor Mask Works

#### I. Copyright Law- Points to note

In order to avoid violations of the R.O.C. copyright and semiconductor mask work laws or the breach of copyright and/or semiconductor mask work agreement contracted by the First Party with a third party, the Second Party will follow the R.O.C. copyright law (available at <http://law.moj.gov.tw>) and the First Party's management rules.

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## II. Authorship Agreement

In order to clarify the question of copyright and mask work rights for works produced by the Second Party during his/her period of employment by the First Party, the two parties have agreed on the following articles:

1. Where a work is made by the Second Party within the scope of employment, the Second Party agrees that the First Party is the author and owner, and that all of the copyrights and mask work rights pertaining to the work shall be with and be owned by the First Party. The Second Party also agrees to state clearly in all such works that such rights belong to the First Party, and to sign all documents reasonable to reflect and enforce the rights described in this paragraph.
2. The Second Party ensures that all works produced by the Second Party while in the employ of the First Party shall not contain any violation of the copyright or other intellectual property rights of others, whether in the form of excerpts, imitation or reproduction or otherwise. In the event that any works produced by the Second Party are subsequently found to have violated the copyright or other intellectual property rights of a third party, the Second Party will inform the First Party as soon as possible and agree to assist the First Party in conducting its legal defense.
3. The First Party agrees that, during his/her period of employment by the First Party, the Second Party may make use of all works produced while in the employ of the First Party where his/her duties necessitate this. However, the Second Party may not authorize any third party to make use of such works.
4. The Second Party agrees and understands that in the event of any violation of this agreement or the other agreement's copyright and/or mask work term contracted by the First Party with the third party during his/her performance of employment and such violation causes the First Party damage, the First Party may take legal action against him/her.

First Party: United Microelectronics Corporation

By its Legal Representative: \_\_\_\_\_ (Signature)

Second Party: \_\_\_\_\_ (Signature)

Passport No.: \_\_\_\_\_

Date: \_\_\_\_\_

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**Attachment: Declaration Form**

The Second Party hereby declares that: during the course of my employment by \_\_\_\_\_ (former employer's company name), I had ever/never done the followings or acquired my personal intellectual property rights: (remark \_\_\_\_\_ or fill in the data in the spaces)

1. Had participated or had access to the former employer's technology development project ?  
☐ Yes, the technology's field was: \_\_\_\_\_  
☐ No
2. Had participated or had access to the technology joint development/ research project conducted by the former employer with the vendor/ customer?  
☐ Yes, the technology's field was: \_\_\_\_\_, the former employer's vendor/ customer name: \_\_\_\_\_  
☐ No
3. Had filed the patent application during the course of my employment by the former employer?  
☐ Yes, the patent application concerning the \_\_\_\_\_ technology's field, the application country: \_\_\_\_\_  
☐ No
4. Had handled or had access to the former employer's operation, production, sales confidential information (for example, customer list, sales price data, method, technique, process, formula, program, design or other information which are (i) used in the course of production, sales, or operations, (ii) maintained in secret by the former employer with reasonable measures, and (iii) reasonably determined to be confidential information)?  
☐ Yes  
☐ No
5. Had handled or had access to the former employer's financial confidential information? (only applies to the First Party's accounting or finance department new employee)  
☐ Yes  
☐ No
6. In addition to the above-mentioned item 1-5, had handled or had access to the former employer's other confidential information?  
☐ Yes, for example: human resource or salary information other confidential information.  
☐ No
7. Had acquired my personal own intellectual property right?  
☐ Yes, copyrighted work: \_\_\_\_\_  
patent: \_\_\_\_\_ (country/ patent number )  
others: \_\_\_\_\_  
☐ No

The Second Party confirms and agrees to be responsible that there is no any concealment or fraud in the above declaration. Meanwhile, the Second Party confirms and agrees that he/she shall not acquire, use or disclose the former employer's confidential information as referred to the above Paragraph 4.. If there is any breach of this declaration, the Second Party shall be solely responsible for any relevant civil and criminal liabilities attributed to such breach, and such liabilities shall not be relevant to the First Party in any respect.

The Second Party's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

工號：【 19046 】部門/組別：【 Fab12A - PEI2 - INT4 】

**UMC**

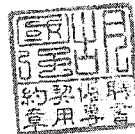
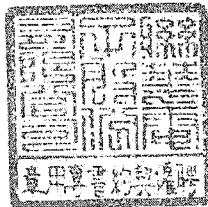
### 修訂同意書

立同意書人聯華電子股份有限公司(以下簡稱甲方)及林裕保先生/小姐(以下簡稱乙方)，茲因甲方為因應智財權相關法規的變動與簡化甲乙雙方原簽訂之聘僱契約書(以下簡稱原聘約)之部分內容，將原聘約修訂如以下附頁(如以底線標示的部分，以下簡稱修訂事項)，並提供予乙方閱覽。

甲乙雙方同意，自下載之日期起，修訂事項構成原聘約之一部分，原聘約未修訂之部分，仍有效力。

立同意書人：

甲方：聯華電子股份有限公司  
代表人：胡國強



乙方：林裕保(簽字)  
身分證字號：E121178455

中華民國 九十五年      5      月      15      日

附件：聘僱契約書修訂稿共 6 頁

# 聘僱契約書

聯華電子股份有限公司(以下簡稱甲方)

先生

立契約書人

(以下簡稱乙方)

小姐

緣因乙方自 / / 起受僱(受聘)於甲方，關於其間聘僱關係事項，茲依甲方公司政策、規章及相關法令訂立契約，以為規範。

茲經甲、乙雙方合意訂立本契約，並議訂條款如下：

## 第一章 人事暨服務

### 一、服務協議

1. 甲乙雙方同意，甲方所訂定與修訂之各項管理規章構成本契約之一部分，乙方於受僱之期間內，有注意、接受甲方宣導與遵守各管理規章之義務。
2. 乙方於職務上所完成之發明、新型或新式樣，其專利申請權及專利權歸屬於甲方，乙方享有姓名表示權，甲方同意依甲方之專利獎勵規定支付乙方報酬。乙方於非職務上所完成之發明、新型或新式樣，乙方應立即以書面通知甲方並告知其創作之過程，其專利申請權及專利權歸屬於乙方。但乙方之發明、新型或新式樣係利用甲方資源或經驗者，甲方有權實施其發明、新型或新式樣，乙方不另向甲方請求報酬。
3. 乙方因職務上所獲致之資料、研究成果、著作等權利，均為甲方所有，乙方非經甲方許可，不得任意對外發表。
4. 乙方有維護甲方榮譽及機密之義務。
5. 乙方使用甲方提供之電腦帳號、電子郵件信箱、機器等均屬於甲方之財產，非乙方之私有物品，乙方應遵守甲方所訂定之相關規定及工作規則，且為維持甲方公司資源之有效運用與維護甲方之資訊安全，甲方有調閱、重製乙方E-mail及其他電子文件的權利。
6. 乙方對內應本著團隊精神服務，對外絕不批評甲方公司政策並應維護甲方之信譽。
7. 乙方於甲方服務期間，如接受國內外之訓練、實習時，應照預定程序專心一致、勤奮研習，並依規定繳交訓練報告，不得有擅自中途停止訓練、滯留或延誤返國期限等情事。
8. 乙方於甲方服務期間如有接受國外訓練，而甲方認為有必要時，得延長乙方服務期間，其延長服務之合約書另訂之，乙方應配合簽署。

### 二、薪資及其他所得規定

#### 1. 保密規定

依甲方之「管理規定彙編」001-102-003薪津發放之第九條，甲方之薪資保密規

定如下(如規定有異動者，以甲方修訂者為準)：

- (1)本公司同仁個人所領薪資及其他所得屬於『極機密』，是需要絕對保密的。薪資及其他所得包含底薪、津貼、獎金、紅利(現金和股票)及其他任何所得。
- (2)對個人每月或每次所領之薪資及其他所得，均嚴禁洩露；對於他人之薪資及其他所得，亦嚴禁打聽、傳播或造謠(即無根據而談論他人薪資者)。
- (3)若同仁或其配偶經發現或經檢舉而有上述情節之一，該同仁必降等並減薪10%。
- (4)若同仁或其配偶因違反薪資保密規定，致重大損害公司權益、影響公司商譽者，該同仁應予免職。

## 2. 紅利發放

甲方年度決算如有盈餘，依甲方公司章程第二十二條第一～四項分派後之餘額，並得加計以前年度之未分派盈餘，依甲方公司章程規定之比例與發放方式，發放員工紅利。

- (1)員工紅利(現金和股票)係屬薪資以外之其他非經常性給與，其發放與否取決於公司政策及個人績效等因素。
- (2)員工紅利分配之參考原則，包括：歷年累積之整體績效表現、紅利產生年度之績效表現、分紅作業當年之績效表現、未來之績效展望。
- (3)於紅利發放基準日已離職之人員，無論於離職前曾獲得任何通知或證明，均不得參與紅利之分配。惟配合公司政策移轉至關係企業之人員，得依移轉條件參與紅利分配。

三、工時、給假、加班等事項：依據法令及甲方之相關工作規則、管理規章規定辦理。

## 第二章 營業秘密

### 一、公務機密維護

1. 確實履行甲方維護公務機密措施各項規定。
2. 因職務關係所知悉之公務機密，決不洩漏。
3. 不應知悉之機密事件不詢問、不窺看、不探聽。
4. 未得相關主管許可，不得以甲方公司名義任意發表有關職務上之談話。
5. 對外來接洽業務人員，非屬指定商談機密事件者，決不暴露機密文件或透露一切公務機密內容。
6. 奉令出差辦理之機密公務，決不向無關人透露內容。
7. 私人通訊或著作，絕不涉及公務機密。
8. 電話中決不商談公務機密。
9. 發現洩漏機密或可疑時，立即向上級主管報告或檢舉。
- 10 乙方因職務關係共同知悉之公務機密，應與其他知悉之人，共同連帶負保密之責，如有洩露者，除乙方已盡力防止外，應共同連帶負洩密之責任。

### 二、業務保密

1. 乙方服務於甲方期間，應積極提供甲方其個人之知識、技術及其他有價值之貢獻。但乙方不得將其以前僱主之機密資料透露予甲方或於工作中使用之。違者，乙方應自負其責，並賠償甲方因此所受損害。
2. 乙方服務於甲方期間，因工作需要，經甲方同意，得使用甲方所有之儀器、機

器、設備及其他器材，或利用甲方所有之書籍、期刊、報告、幻燈片、錄影帶、各種書面記錄及其他相關資料。乙方為工作上之便利，經甲方同意後，得重製、複製、影印、抄錄、節錄或翻譯上開器材或資料。

乙方離職前，應將其所持有或管領之前項所定器材、資料或其一切複製品、重製品、合成物、影本、抄本、節本、譯本、教材、分析報告、研究報告及服務於甲方期間所拍攝掃描之一切圖片、文字等交還予甲方或其指定之人或依甲方之指示銷燬之。

乙方瞭解若其怠於為前項之交還或銷燬，依法應負刑法第三三五條侵占罪等各種民刑事責任。

3. 乙方服務於甲方期間，於職務上研究或開發之營業秘密(包括且不限於發明、發現、改良方法、作業程序或其他一切有價值之知識)，其使用權、收益權及所有權均屬甲方。乙方應即將前開知識作成書面紀錄交與甲方或其指定之人，輔以口頭補充說明，並同意有關前開知識之全部權利由甲方享有且為其專屬之財產。乙方於非職務上研究或開發之營業秘密，其營業秘密歸屬於乙方。但乙方之營業秘密係利用甲方資源或經驗者，甲方有權使用其營業秘密，乙方不另向甲方請求報酬。

4. 乙方服務於甲方期間或離職後，應根據甲方之請求，立即無條件簽署一切書面文件並提供必要協助，以使甲方或其指定之人在任何國家依法取得前條所定之有價值知識之專利權、著作權或其他法定之權利。

5. 乙方服務於甲方期間及離職後，應竭盡所能防止並避免甲方所有或應屬甲方所有之一切器材及資料(包括其複製品、重製品、合成物、影本、抄本、節本及譯本)或第3.條所定之有價值知識，或其他與甲方目前或未來業務有關之消息為第三人持有或知悉。

對甲方之晶圓代工客戶所交付之資料，包括但不限於設計圖樣、磁碟、光罩、晶片半製品、製成品以及其他任何應予保密之資料，報告應絕對維護其機密性，不得對公司以外，或公司內不相關人員洩漏，有違者依相關法令及規定追究責任。

乙方於離職時需簽署「離職人員確認聲明書」，且離職後未經甲方之書面同意，不得將前兩項所定之器材、資料、知識、消息、研發流程、研發成果及分析後之製程改善手法予以利用、發表，或洩露予第三人。

乙方瞭解若其違反第一項或第二項或第三項之規定，依法應負刑法三一七條洩露工商秘密罪及刑法三四二條背信罪等各項民刑事責任。

6. 除甲乙雙方另有約定者，從其約定外，自乙方離職日起一年內，乙方若從事與原任職於甲方時性質相同或相似之技術工作，乙方不得進行與乙方在甲方任職期間所從事技術領域相同或近似之工作(包括乙方於工作期間所知悉、發展之各項技術及其他甲方員工開發之技術)，乙方亦不得使用與前述工作相關之提案、專利、圖片、文字、方法。
7. 乙方於服務甲方期間，應全職為甲方工作，非經甲方書面同意，不得兼任其他之任何職務。
8. 乙方若違反上述有關條款，甲方得依法行使其權利。
9. 為協助甲方瞭解乙方對其前任僱主是否負有特定之保密或不作為義務，並避免



甲方涉及侵權事件，乙方依據附於本約後共計一頁所列舉之項目，聲明乙方服務於甲方前，是否有自以前僱主處所獲知前任僱主之機密資訊或取得乙方私人所有之發明。

10. 附註：乙方為違反本章之約定將可能負擔以下之刑事責任：(以下所舉之法規如有異動，依政府公告者為準)

(1) 刑法第三一七條條文：

依法令或契約有守因業務知悉或持有工商秘密之義務，而無故洩露之者，處一年以下有期徒刑、拘役或一千元以下罰金。

(2) 刑法第三三五條條文：

意圖為自己或第三人不法之所有，而侵占自己持有他人之物者，處五年以下有期徒刑、拘役或科或併科一千元以下罰金。

(3) 刑法第三四二條條文：

而為他人處理事務，意圖為自己或第三人不法之利益，或損害本人之利益，為違背其任務之行爲，致生損害於本人之財產或其他利益者，處五年以下有期徒刑、拘役或科或併科一千元以下罰金。

第二項規定：前項之未遂犯罰之。

本章所定乙方保密義務，不因雙方聘僱關係之終止、屆滿或乙方離職而影響其效力。

### 第三章 著作權

#### 一、著作權法注意事項

為避免因乙方執行職務時觸犯著作權法相關規定或違反甲方與他人間之著作權約定，導致甲方及乙方須依法負相關之民、刑事責任，乙方除應遵守著作權法之規定外，並注意遵守甲方所訂定之著作權法注意事項與其他相關之管理規定。

#### 二、著作人與相關約定

為釐清乙方於任職或受僱(受聘)甲方期間完成著作之著作權歸屬問題，雙方協議訂定條款如下：

1. 乙方於受僱(受聘)期間內，於職務上完成之著作，乙方同意以甲方為著作人，並同意在所完成之著作原件上，直接載明或註明著作人為甲方。
2. 乙方於職務上所完成之著作，不得有任何抄襲、模仿、侵害或重製他人著作或其他智慧財產權之情事，乙方欲對外公開發表時，應事先依甲方之相關管理規定送請甲方審核。若乙方嗣後經發現有侵害任何第三人之著作權或其他智慧財產權之情事，乙方除應儘速通知甲方外，並同意協助甲方進行有關訴訟上之答辯。
3. 對於乙方於職務上所完成之著作，甲方同意授權乙方得在乙方受僱(受聘)期間內，基於職務上之需要利用該著作，但乙方不得再授權任何第三人利用。
4. 因乙方執行職務時違反著作權法之規定或違反甲方與他人間之著作權約定，導致甲方受有損害時，甲方得依法向乙方主張權益。

#### 第四章 其 他

四班二輪人員同意書(限四班二輪同仁適用)

1. 乙方同意在甲方擔任輪班工作：☐四班二輪日班 ☐四班二輪夜班  
輪班方式：週一至週日，不分國定例假日，每班次每工作兩天休息兩天。
2. 遇國定假日上班者，加發一日薪資。
3. 一年內，不預備升學或參加升學補習。如有上述意願時，應於半年前告之知主管。
4. 夜班女性同仁，如懷孕時，應立即申報所屬主管知悉。

甲 方：聯華電子股份有限公司

代表人：胡國強

乙 方： (簽章)

身分證字號：

日 期： / /

附頁

本人於\_\_\_\_\_公司(前任僱主名稱)服務期間，是否曾從事下列各項行為或取得本人自有之智慧財產權：(勾選與填入相關資料)

1. 是否曾接觸或參與前任僱主之研發計畫：  
☐是，研發技術的領域：\_\_\_\_\_  
☐否
2. 是否曾接觸或參與前任僱主與他人(例如前任僱主往來的客戶或供應、業務合作廠商)之合作研發計畫：  
☐是，研發技術的領域：\_\_\_\_\_  
與前任僱主往來的客戶或廠商名稱：\_\_\_\_\_  
☐否
3. 是否在前任僱主服務期間提出專利申請案：  
☐是，專利申請之技術領域：\_\_\_\_\_  
申請國家：\_\_\_\_\_  
☐否
4. 是否曾接觸或經手前任僱主的銷售機密資訊(例如客戶名單、銷售價格)：  
☐是  
☐否
5. 是否曾接觸或經手前任僱主的財務機密資訊：(非財會部門新進人員免填本項)  
☐是  
☐否
6. 除上述第1至5項所列舉之機密資訊外，是否曾接觸或經手前任僱主之其他機密資訊：  
☐是，例如：☐人事、薪資資訊 ☐其他類別資訊：\_\_\_\_\_  
☐否
7. 是否取得本人自有之智慧財產權：  
☐是，  
(1)著作名稱：\_\_\_\_\_ (2)專利權：\_\_\_\_\_ (國家/ 專利證書字號)  
(3)其他：\_\_\_\_\_  
☐否

本人特此聲明如上，如有隱匿或虛偽不實，應由本人就任何人或本人所受之損害，自負相關之法律責任。

本人姓名：\_\_\_\_\_ (簽字) 日期：\_\_\_\_\_

# 聘僱契約書

FAB12A, PEI/INT3

19046

林裕保

聯華電子股份有限公司(以下簡稱甲方)

先生

立契約書人 林裕保 (以下簡稱乙方)

小姐

緣因乙方自 91/4/29 起受僱(受聘)於甲方,關於其間聘僱關係事項,茲依公司政策、規章及相關法令訂立契約,以為規範。

甲乙雙方同意,甲方於乙方受僱期間內所頒佈之各項管理規章應為本契約之一部分。乙方並同意應於受僱期間內遵守甲方之各項管理規章。

茲經甲、乙雙方合意訂立本契約,並議訂條款如下:

## 第一章 人事暨服務

### 一、服務協議

1. 乙方服務於甲方期間,願遵守甲方之各項管理規定。
2. 乙方之職務上發明,其專利權為甲方所有,其與職務有關之發明,專利權為甲、乙方按各二分之一共有。乙方與職務無關之發明,其專利權為乙方所有,但該發明係利用甲方資源或經驗時,甲方有權得實施該發明於其事業或其關係企業之事業,乙方不另請求報酬。
3. 乙方因職務上所獲致之資料、研究成果、著作等權利,均為甲方所有,乙方非經甲方許可,不得任意對外發表。
4. 乙方有維護甲方榮譽及機密之義務。
5. 乙方使用之電腦帳號、機器等均屬於甲方之財產,非乙方之私有物品,乙方應遵守甲方所訂定之相關規定及工作規則,且為維持甲方公司資源之有效運用,甲方有調閱、重製乙方E-mail及其他電子文件的權利。
6. 乙方對內應本著團隊精神服務,對外絕不批評公司政策並應維護甲方之信譽。
7. 乙方於甲方服務期間,如接受國內外之訓練、實習時,應照預定程序專心一致、勤奮研習,並依規定繳交訓練報告,不得有擅自中途停止訓練、滯留或延誤返國期限等情事。
8. 乙方於甲方服務期間如有接受國外訓練,而甲方認為有必要時,得延長乙方服務期間,其延長服務之合約書另訂之,乙方應配合簽署。

## 二、薪資及其他所得規定

### 1. 保密規定

依「管理規定彙編」001-102-003薪津發放之第九條，本公司薪資保密規定如下：

- (1) 本公司同仁個人所領薪資及其他所得屬於『極機密』，是需要絕對保密的。薪資及其他所得包含底薪、津貼、獎金、紅利(現金和股票)及其他任何所得。
- (2) 對個人每月或每次所領之薪資及其他所得，均嚴禁洩露；對於他人之薪資及其他所得，亦嚴禁打聽、傳播或造謠(即無根據而談論他人薪資者)。
- (3) 若同仁或其配偶經發現或經檢舉而有上述情節之一，該同仁必降等並減薪10%。
- (4) 若同仁或其配偶因違反本條之薪資保密規定，致重大損害公司權益、影響公司商譽者，該同仁應予免職。

### 2. 紅利發放

本公司年度決算如有盈餘，依公司章程第二十二條第一～四項分派後之餘額為股東股利及員工紅利，其分派或保留數以股東百分之九十二，員工百分之八之比例為之。

- (1) 員工紅利(現金和股票)係屬薪資以外之其他非經常性給與，其發放與否取決於公司政策及個人績效等因素。
- (2) 員工紅利分配之參考原則，包括①歷年累積之整體績效表現②紅利產生年度之績效表現③分紅作業當年之績效表現④未來之績效展望。
- (3) 於紅利發放基準日前已離職之人員，無論於離職前曾獲得任何通知或證明，均不得參與紅利之分配。惟配合公司政策移轉至關係企業之人員，得依移轉條件參與紅利分配。

## 第二章 營業秘密

### 一、公務機密維護

1. 確實履行公司維護公務機密措施各項規定。
2. 因職務關係所知悉之公務機密，決不洩漏。
3. 不應知悉之機密事件不詢問、不窺看、不探聽。
4. 未得相關主管許可，不得以公司名義任意發表有關職務上之談話。
5. 對外來接洽業務人員，非屬指定商談機密事件者，決不暴露機密文件或透露一切公務機密內容。
6. 奉令出差辦理之機密公務，決不向無關人透露內容。
7. 私人通訊或著作，絕不涉及公務機密。

8. 電話中決不商談公務機密。
9. 發現洩漏機密或可疑時，立即向上級主管報告或檢舉。
10. 乙方因職務關係共同知悉之公務機密，應與其他知悉之人，共同連帶負保密之責，如有洩露者，除乙方已盡力防止外，應共同連帶負洩密之責任。

## 二、業務保密

1. 乙方服務於甲方期間，應積極提供甲方其個人之知識、技術及其他有價值之貢獻。但乙方不得將其以前僱主之機密資料透露予甲方或於工作中使用之。違者，乙方應自負其責，並賠償甲方因此所受損害。
2. 乙方服務於甲方期間，因工作需要，經甲方同意，得使用甲方所有之儀器、機器、設備及其他器材，或利用甲方所有之書籍、期刊、報告、幻燈片、錄影帶、各種書面記錄及其他相關資料。乙方為工作上之便利，經甲方同意後，得重製、複製、影印、抄錄、節錄或翻譯上開器材或資料。

乙方離職前，應將其所持有或管領之前項所定器材、資料或其一切複製品、重製品、合成物、影本、抄本、節本、譯本、教材、分析報告、研究報告及服務於甲方期間所拍攝掃描之一切圖片、文字等交還予甲方或其指定之人或依甲方之指示銷燬之。

乙方瞭解若其怠於為前項之交還或銷燬，依法應負刑法第三三五條侵占罪等各種民刑事責任。

3. 乙方服務於甲方期間，單獨或與他人共同發展、研究、構思所完成之發明、發現、改良方法、作業程序或其他一切有價值之知識，除依法應由乙方享受權益者外，其使用權、收益權及所有權均屬甲方。乙方應即將前開知識作成書面記錄交與甲方或其指定之人，輔以口頭補充說明，並同意有關前開知識之全部權利由甲方享有且為其專屬之財產。
4. 乙方服務於甲方期間或離職後，應根據甲方之請求，立即無條件簽署一切書面文件並提供必要協助，以使甲方或其指定之人在任何國家依法取得前條所定之有價值知識之專利權、著作權或其他法定之權利。
5. 乙方服務於甲方期間及離職後，應竭盡所能防止並避免甲方所有或應屬甲方所有之一切器材及資料（包括其複製品、重製品、合成物、影本、抄本、節本及譯本）或第三條所定之有價值知識，或其他與甲方目前或未來業務有關之消息為第三人持有或知悉。

對甲方之晶圓代工客戶所交付之資料，包括但不限於設計圖樣、磁碟、光罩、晶片半製品、製成品以及其他任何應予保密之資料，報告應絕對維護其機密性，不得對公司以外，或公司內不相關人員洩漏，有違者依相關法令及規定追究責任。乙方於離職時需簽署「離職人員保密確認聲明書」，且離職後未經甲方之書面同意，不得將前兩項所定之器材、資料、知識、消息、研發流程、研發成果及分析

後之製程改善手法予以利用、發表，或洩露予第三人。

乙方瞭解若其違反第一項或第二項或第三項之規定，依法應負刑法三一七條妨害秘密罪及刑法三四二條背信罪等各項民刑事責任。

6. 乙方離職一年內，若從事性質相似之工程技術工作，不得進行原在甲方相同技術領域之工作(包括於工作期間所知悉、台端發展之各項技術及其他同仁開發之技術)或與前述工作相關之提案、專利、圖片、文字、方法。
7. 乙方於服務甲方期間，應全職為甲方工作，非經甲方書面同意，不得兼任其他之任何職務。
8. 乙方若違反上述有關條款，甲方得保留追訴權。
9. 乙方謹聲明，附於本約後共計 頁所列舉之項目，為乙方服務於甲方前，自以前僱主處所獲知或為乙方私人發明。如無前開列舉項目，乙方謹簽名於下 林裕保。

10. 附註

(1) 刑法第三一七條條文

依業務或契約有守因業務知悉或持有工商秘密之義務，而無故洩露之者，處一年以下有期徒刑、拘役或一千元以下罰金。

依契約有守因業務上知悉工商秘密之義務而無故洩露者，通常也有背信的情形，這時即應依這二罪從一重處斷。

(2) 刑法第三三五條條文：

意圖為自己或第三人不法之所有，而侵占自己持有他人之物者，處五年以下有期徒刑、拘役或科或併科一千元以下罰金。

本條所謂他人之物，包括動產、不動產，或違禁物等，只要不屬於自己所有的都是。

(3) 刑法第三四二條條文：

為他人處理事務，意圖為自己或第三人不法之利益，或損害本人之利益，為違背其任務之行為，致生損害於本人之財產或其他利益者，處五年以下有期徒刑、拘役或科或併科一千元以下罰金。

第二項規定：前項之未遂犯罰之。

本章所定乙方保密義務，不因雙方聘僱關係之終止、屆滿或乙方離職而影響其效力。

### 第三章 同仁廉潔守則

1. 目的：為維持廉潔風氣及經營效率，特訂定本守則。

2. 本公司同仁從事各項業務時，應遵守下列原則：
  - 2-1. 任何同仁都有義務，在合法範圍內，儘量擴大公司之利益。
  - 2-2. 任何同仁都有責任，防止公司利益減損或流失。
3. 廉潔守則：
  - 3-1. 業務承辦同仁，應秉持下列原則，處理供應商事宜：
    - 3-1-1. 甄選供應商時，應秉持誠信與公正原則，選擇其產品或服務在品質、價格與交期各方面最具競爭力者。
    - 3-1-2. 不得向供應商收取回扣或其他不正當利益。
    - 3-1-3. 同仁及其家屬，嚴禁收受供應商贈送價值新台幣一千元以上之禮品、現金或其他變相財貨。
    - 3-1-4. 除便餐外，原則上禁止接受遊樂招待。對此原則若有疑問，應知會主管。
  - 3-2. 全體同仁均應避免發生下列情事，致影響公司利益：
    - 3-2-1. 對於經管或監督之業務，利用職務之便，行直接或間接圖利之行為，以獲取不當利益或其他舞弊情事。
    - 3-2-2. 對於非其經管或監督之事務，利用職權機會或身份圖利。
    - 3-2-3. 利用職務上之機會，詐取他人財物。
    - 3-2-4. 侵佔或竊取公司之器材、財物。
    - 3-2-5. 未按實申報各項費用、數量，如浮報出差費、加班時數等。
  - 3-3. 同仁均有維護公司良好形象之責任，於公司外勿談論公司同仁或主管之是非。
  - 3-4. 各主管對廉潔問題，何者當為、何者不當為，應培養判斷能力；不得以「沒有規定」為由，做遭人物議之事。又除自身正直之外，並應領導所屬，樹立廉潔風氣。
  - 3-5. 各項業務之驗收人、證明人、會計審核人員於執行業務時，發現有違反廉潔守則事實者，應負舉發之責。
4. 廉潔守則之執行與督導：
  - 4-1. 執行：
    - 4-1-1. 各部門凡有新增之供應商，應於二個月內填寫「新供應商名冊」，傳至管理部，由管理部登錄編號後，發給部門「不收受饋贈函」，由其部長署名後寄予供應商。其回函則逕寄回管理部存檔。
    - 4-1-2. 「同仁廉潔守則」納入聘僱契約書及新進人員訓練教材中，定期對全體新進人員做宣導。
  - 4-2. 督導：檢舉違反廉潔守則情事，可透過下列管道辦理：
    - 4-2-1. 檢舉專線：行政長(分機 32989)。



4-2-2. 總經理意見箱：同仁檢舉違反廉潔守則情事時，請於檢舉函上註明本人之單位、姓名、分機。

4-3. 執行督導單位對於檢舉人等資料，均予以保密。

## 5. 廉潔守則獎懲辦法

### 5-1. 檢舉之獎勵：

糾正或檢舉違反廉潔守則情事，是維護同仁、公司及股東權益之行為，凡經查證屬實者，將予適當之獎勵。

### 5-2. 罰則：

#### 5-2-1. 有下列情形者，應予以處分：

A. 同仁有違反廉潔守則者。

B. 同仁之直屬主管：

a. 因督導不週，致所屬人員發生違反廉潔守則者。

b. 明知所屬人員有違反廉潔守則，而予以庇護或不予舉發者。

C. 各項業務之驗收人、證明人或審查人員：

a. 因職務上之疏忽，未發現同仁違反廉潔守則者。

b. 明知所驗收、證明、審查之業務內容，有違反廉潔守則，而不予舉發者。

#### 5-2-2. 處分規定：

違反廉潔守則，除所獲取之各項不正當利益，均應追繳發還被索取人或公司外，並依情節之大小，予以下列不等之處分，或合併處分。

A. 扣發績效獎金、年終獎金、紅利。

B. 降等。

C. 免職。

D. 採取法律行動。

### 5-3. 自首之處理：

5-3-1. 同仁有違反廉潔守則之事實，事後自首者，得減輕或免除其處分。

5-3-2. 集體違反廉潔守則者，對其第一位自首人員，得免除其處分。

## 第四章 著作權

### 一、著作權法注意事項

為避免觸犯著作權法相關規定，請詳閱隨約附發之「著作權法注意事項」，並請切實遵循之。

### 二、著作人約定

為釐清乙方於任職或受僱(受聘)甲方期間完成著作之著作權歸屬問題，雙方協議訂定條款如下：

1. 乙方於受僱(受聘)期間內，利用職務上之機會，所完成之任何職務上或與職務有關之著作，乙方同意以甲方為著作人，並同意在所完成之著作原件上，直接載明或註明著作人為甲方。
2. 乙方在甲方所完成之著作，不得有任何抄襲、模仿、侵害或重製他人著作或其他智慧財產權之情事。若乙方在甲方企劃下所完成之著作嗣後經發現有侵害任何第三人之著作權或其他智慧財產權之情事，乙方同意協助甲方進行有關訴訟上之答辯。
3. 對於乙方在甲方所完成之著作，甲方同意授權乙方得在乙方受僱(受聘)期間內，基於職務上之需要利用該著作，但乙方不得再授權任何第三人利用。
4. 乙方經詳細閱讀本協議書之各項條款，並知悉了解現行著作權法之有關規定後，自願並同意簽訂本協議書，如有違反本協議書之規定，並同意甲方得對其採取一切法律行動。

## 第五章 其 他

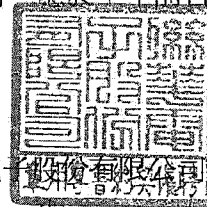
### 一、新進工程師聲明書(限工程師適用)

1. 一年內，不預備出國或國內進修，不私自參加托福或研究所入學考試。
2. 如有上述進修或考試意願時，應於半年前告之主管。  
若違背上項聲明時，乙方承認甲方有權將聲明人之背信事實，書面函告聲明人前往國家之在台辦理簽證機構、就讀學校等有關單位。

### 二、四班二輪人員同意書(限四班二輪同仁適用)

1. 乙方同意在甲方擔任輪班工作：☐四班二輪口班      ☐四班二輪夜班  
輪班方式：1. 週一至週日，不分國定例假日，每班次每工作兩天休息兩天。  
2. 遇國定假日上班者，加發一日薪資。
2. 一年內，不預備升學或參加升學補習。如有上述意願時，應於半年前告之主管。
3. 夜班女性同仁，如懷孕時，應立即申報所屬主管知悉。

甲 方：聯華電子股份有限公司  
法定代理人：曹 興 誠  
乙 方：林裕傑 (簽章)  
身份證字號：E121178455  
白 期：91/4/29



## 著作權法注意事項

1. 遵守著作權法為本公司之重要政策，著作權法影本已分送各部經理，同仁務請詳閱各項條文內容，並請切實遵循之。
2. 著作權法一般應注意事項摘要如下：
  - 2-1. 任何著作物(如語文、音樂、戲劇舞蹈、美術、攝影、圖形、視聽、錄音、建築、電腦程式等著作)，均不得重製(指以印刷、複印、錄音、錄影、攝影、筆錄或其他方法有形之重複製作)。
  - 2-2. 依著作權法第五十二條規定「為報導、評論、教學、研究或其他正當目的之必要，在合理範圍內，得引用已公開發表之著作」。即法律並無明文規定可引用著作之比例或數量，但為避免爭議或違法情事之發生，其引用應在「合理範圍內」及有「正當目的」而為之。
  - 2-3. 在正當目的及合理範圍內引用他人著作者，應明示其出處。
  - 2-4. 持有合法電腦軟體者，得因配合其所使用機器之需要，修改其程式，或因備用存檔之需要重製其程式，但限於該所有人自行使用。若已喪失原合法軟體之所有權者，除經著作財產權人同意外，應將其修改或重製之程式銷燬。
  - 2-5. 著作正本傳閱時，應註明特定之傳閱對象，如傳閱○○部門或○○人等，不宜供不特定對象或大眾傳閱，且勿向公司外部提供。
  - 2-6. 依著作權法第六十五條規定，利用他人之著作是否合法，應審酌一切情狀，尤應注意下列事項，以為判斷之標準。
    - 2-6-1. 利用之目的及性質，包括係為商業目的或非營利教育目的。
    - 2-6-2. 著作之性質。
    - 2-6-3. 所利用之質量及其在整個著作所占之比例。
    - 2-6-4. 利用結果對著作潛在市場與現在價值之影響。
  - 2-7. 觸犯著作權法相關規定者，最高可處一年以上七年以下有期徒刑，得併科新台幣四十五萬元以下罰金。  
且因故意或過失不法侵害他人之著作權者，須負損害賠償責任。
3. 本公司與外界簽訂之任何合作案、委託案等，凡涉及著作權之部份，如有關著作權之歸屬等事項，均應載明於契約中。
4. 同仁對晶圓代工客戶所交付之資料，如設計圖樣、磁碟、光罩、晶片及製成品，應絕對維護其機密性，不得對公司以外，或公司內不相關人員洩漏，有違規者一律撤職查辦。
5. 本公司裝設之影印機專供同仁使用，並不對外公開，外人如欲使用，應洽管理部。
6. 請同仁慎勿使用任何違反著作權法規定之重製著作。
7. 凡對著作權法有疑問或有無法解決之問題者，請洽總經理室法務經理(分機：32243)或管理部人事，以便提供參考意見或另行請法律專家協助處理。