# 臺中榮民總醫院 臨床試驗中心

# 遠端監測申請流程及注意事項

一、 申請流程:

流程	人員	流程
預約遠端監測	廠商監測人員	$\langle \rangle$
廠商申請並已確認 取得人體試驗受試 者帳號	廠商監測人員	廠商監測人員填寫「人體試驗維護暨 受試者資料查詢系統」(如附件1)申 請人體試驗受試者系統之專屬帳密
廠商與試驗團隊連 絡,取得同意	試驗團隊 廠商監測人員	X High
研究助理協助線上 預約遠端監測	研究助理 廠商監測人員 (預約當日前7個工作天)	研究助理協助至本院場地預約系統,預約線上遠端監測。
確認預約時間,至 本中心填單與上傳 切結書	廠商監測人員 (預約當日前7個工作天)	廠商監測人員寄信至 tcvghcrc@vghtc.gov.tw提供-預約日 期/時間及遠端監測保密切結書(如附 件2)
中心審核	臨床試驗中心 /廠廠商監測人員 (預約當日前3個工作天)	審核文件/人員資格
前一天發放會議連接	臨床試驗中心 (預約當日前1個工作天)	安排會議時間
當天監測 (全程錄影)	臨床試驗中心 廠商監測人員 (預約當日)	遠端會議系統
監測結束	臨床試驗中心 廠商監測人員	遠端會議系統
紀錄保存	臨床試驗中心	影片保存

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#### 二、 監測申請:

- 1. 監測人員事前須先確保已取得本院【人體試驗受試者查詢系統之帳號密碼】。
- 2. 監測人員應事前取得試驗團隊同意,由研究助理協助線上預約與確認遠端監測會議時間。
- 3. 確認預約時間後,請於監測日期七個工作天前將「遠端監測資料保密切結書」(手寫簽名/ 日期或合格電子簽章皆可)寄至本中心信箱tcvghcrc@vghtc.gov.tw,本中心確認無誤後, 開立繳款通知單,廠商進行繳費,繳費完成後,本中心會協助安排會議時間並提供連接, 方可進行遠端監測,逾期者不予受理。
- 若須取消已預約之遠端監測,請於監測日前至少兩個工作天以上來信告知,未提前告知即 自行取消者,於原預約監測日起三個月內,該臨床試驗計畫不得再預約遠端監測。
- 5. 紙本病歷或其他紙本文件,目前尚未開放使用遠端監測,請採實地監測方式。

#### 三、 監測進行中:

(一)、設備要求:

- 1. 使用之電腦(桌機或筆電皆可)需全程開啟廣角視訊鏡頭,不可使用視訊虛擬背景功能。
- 2. 電腦需安裝新版Cisco Webex 遠端會議系統,且電腦版本需至少Win10以上。
- 3. 需註冊且已驗證成功之Cisco Webex 遠端會議系統之帳號登入。
- (二)、 試驗委託者或受託研究機構之監測人員監測過程須遵守規範:
  - 開啟視訊之目的為確認監測人員在執行遠端監測期間,是否有違反其所簽署遠端監測資料 保密切結書中之事宜。
  - 監測人員應確保在場無未簽署保密協定之人員或有洩露、幫助、告知、交付、複製、節錄 或以其他任何方式將相關試驗資料移轉之第三人存在。
  - 3. 禁止使用手機翻拍及側錄任何電腦畫面。
  - 4. 監測人員使用之電腦禁止側錄或截圖任何電腦畫面。
  - 5. 會議室連結及密碼勿提供給未申請遠端監測之人員。
  - 未於該次申請遠端監測作業之名單內及未簽署「遠端監測資料保密切結書」之人員,不可 參與遠端監測。
  - 經發現有違反以上規範者,將依相關法規處置,並永久禁止該人員申請本中心遠端監測。
- (三)、 監測過程:
  - 臨床試驗中心將於監測日前一天,發送 Cisco Webex 遠端會議系統邀請予監測人員,監測
     日當天監測人員點選該會議連結登入會議室。
  - 監測人員登入會議室後,臨床試驗中心會執行「鎖定會議」功能,限制其他人任意進入會 議室。

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- 線上會議開始後,臨床試驗中心確認人員相關事宜無誤後,開啟「會議錄影」功能,以全 程記錄監測過程,並透過 Cisco Webex 遠端會議系統功能將控制權分享給監測人員。
- 監測人員打開臨床試驗中心首頁【人體試驗受試者查詢系統】連接,登入自己的【人體試驗受試者查詢系統之帳號密碼】開始監測。
- 於監測過程中不得隨意關閉任何視訊鏡頭,若有視訊鏡頭連線不穩、臨時須中斷之情況,須 通知本中心後先關閉監測畫面,待視訊鏡頭穩定開啟時,才可繼續進行監測。

#### 四、 監測結束:

- 遠端監測結束後,會產出錄製檔案並儲存於監測電腦中,本中心當天於該監測電腦調閱錄 製檔案,確認監測人員有無違反保密切結書中相關規定,若無,則於當天進行檔案刪除銷 毀程序。若檢視錄製檔案發現監測人員有違反情事,該檔案將由監測電腦轉移至中心指定 儲存電腦中保存管理,並依相關法規做後續處置。
- 2. 第三人(含監測人員)不得要求本中心提供此次監測之會議錄影檔案

# 附件1

## 臺中榮民總醫院

## 【人體試驗維護暨受試者資料查詢系統】

#### 帳號申請表

1. 申請流程:

填寫【帳號申請表】→文件備齊後→紙本送件至臨床試驗中心→資訊室。

- 申請檢附文件: 請檢附本試驗案 IRB 最新效期內核准函影本,連同申請表及申請人的保密切結書一併送至臨床 試驗中心。
- 3. 申請作業時間:

請於欲開通日6個工作天前檢送帳號申請表。

4. 填表注意事項:

(1)每次送申請單時,試驗主持人與研究護士資料為必填欄位,以利核對資料。

(2)若 CRA 先前於其他試驗案已申請開通過帳號,後續再次申請他案時,
 帳號一律為身份證字號,密碼一律以第一次註冊的密碼為主,不再重新註冊新帳密。
 (3)切結書需紙本親筆簽名(不可用擦擦筆簽署)。

- 5. 若為廠商為外籍人士,申請表中的帳號欄位請填護照號碼。
- 6. 系統權限開通後,將會發送 mail 通知廠商本人。
- 7. 若有任何問題,歡迎與臨床試驗中心(分機 4780)/資訊室(分機 2188)聯繫。
- \* 提醒您,雙面列印會更環保。

### Step(1)【試驗案】基本資訊

1.IRB 編號:\_\_\_\_\_; 緊急聯絡者:□計畫主持人 □研究護士

\*緊急聯絡者為禁忌用藥提示畫面顯示之<u>聯絡人員</u>,若有受試者需緊急退出或其他臨時醫療處置 時的聯絡窗口。

2.計畫名稱:\_\_\_

**3.計畫起訖時間:(**西元)\_\_\_\_\_年\_\_\_月\_\_\_日至\_\_\_\_年\_\_\_月\_\_\_日

系統使用期限:(西元)\_\_\_\_年\_\_月\_\_\_日至\_\_\_\_年\_\_月\_\_日

(系統使用期限截止日不得大於計畫結束日,超過計劃期限時,系統維護功能將關閉;

若需要開通使用,請先確認合約是否已送臨床試驗合約展延變更,後提交申請單。)

4.申請事由:\_\_\_

□首次申	請(	即本	試驗	案第一	·次申	請送	單)

□再次申請(本案變更或新增人員,請勾選申請原因):

□新增研究護士:是否刪除原研究護士:□是 □否

- □新增廠商人員:是否刪除原合作人員:□是 □否
- □其他,請說明原因:\_\_\_\_

□特殊機關查核申請(務必完成下方欄位):

(1)查核機關:\_\_\_\_

(2)查核時間:(西元) 年月日至 年月日

(申請時間最多僅限一個月,若逾時,系統功能將關閉;若需要延期使用,請重新提出申請。	5用,請重新提出申請。)	; 若需要延期使用	系統功能將關閉	<b>,若逾時</b> ,	(申請時間最多僅限一個月
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(3)檢附查核來文相關文件:□已檢附 □未檢附(原因:\_\_\_\_\_)

類別		基本資料									
試驗主持人	姓名:	單位:									
	卡號:	手機號碼:									
(必填)		(試驗案緊急聯絡用) E-mail:									
	<ul><li>分機:</li><li>(此欄基本資料必填)</li></ul>										
	姓名:	單位:									
	分機:	手機號碼:									
	E-mail:	(試驗案緊急聯絡用)									
	L-IIIaII・ (欲申請者再填寫)										
	县丕诱调木院人事作業進行聘用:										
研究護士		(設定為系統帳號)									
	密碼:										
	□ 否,廠商自行聘用:										
	身份證字號:	(設定為系統帳號)									
	密碼: 密碼設定:盡量不使用相似字元避免										
卡號等作為密碼,密碼長度至少需6位 英文大小寫字母+數字」。											
	本國人請填中文名字										
	姓名:	E-mail:									
	公司電話:	手機號碼:									
合作廠商	合作廠商 服務機構:										
<ul> <li>(廠商人員)</li> <li>身份證字號:(為系統帳號)</li> <li>密碼:</li> <li>密碼設定: 盡量不使用相似字元避免混淆,例如:  與1、0與0等,並不以生日、身分證字</li> </ul>											
						卡號等作為密碼,密碼長度至少需6位「英文大小寫字母+數字」。					
						【注意】					
* 上述使用者若有人員離開該計劃,請本人或試驗團隊人員立即主動e-mail至tcvghcrc@vghtc.gov.tw, 通知 CRC 移除權限。											
* 再次提醒,請檢附此試驗案本院最新效期 IRB 許可書,連同申請表一同檢送臨床試驗中心。											
計畫主持人簽	章:	日期(西元):年月日									
臨床試驗中心簽章:日期(西元):年日											
執行人		完成日期年月日									

Step(2) 【試驗人員】 帳號申請(填寫資料時請正楷填寫,以利資料核對與建檔)

## 臺中榮民總醫院

資訊系統使用人員保密切結書

□資訊專業人員

■電腦應用系統使用人員

具保密切結人 於民國 年 月 日起任職

本院 一部負責 業務,對於業務上所知悉、

持有之機密資料、程式及其檔案、媒體等,絕對保守機密, 不得對外這洩,如有違誤願負法律上責任,離職後亦同。

具切結書人: (親筆簽名)

卡 號:

地 址:

身分證字號:

中華民國 年 月 日

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## 臺中榮民總醫院

## Taichung Veterans General Hospital

委外 (第三方) 廠商保密切結書

Confidentiality Agreement for Outsourced (For Third-Party)

立切結書人 (簽署人姓名,以下稱立切結書人)受 (廠商名稱,以 下稱受委託者)委派至臺中榮民總醫院(以下稱機關)處理\_\_\_\_\_業務,謹聲明恪 遵機關下列工作規定,對工作中所持有或知悉之個人資料、資訊系統作業機密、敏感 性業務檔案資料與其他機密資料,均保證善盡保密義務與責任,非經機關權責人員之 書面核准,不得擷取、持有、傳遞或以任何方式提供給無業務關係之第三人,如有違 反願賠償一切因此所生之損害,並擔負相關民、刑事責任,絕無異議。 I, the undersigned \_\_\_\_\_ (name of the signer, hereinafter referred to as " the undersigned "), appointed by \_\_\_\_\_ (company name, hereinafter referred to as "the Entrusted Party"), to handle \_ business at Taichung Veterans General Hospital (hereinafter referred to as the "Institution"), solemnly declare that I will strictly comply with the followingwork regulations set by the Institution as follows. I guarantee to well perform confidentiality obligations and responsibilities of all personal data, information system operation secrets, sensitive business files, and other confidential information that I hold or become aware of during the course of my work. Without the written approval of authorized personnel from the Institution, I shall not extract, retain, transmit, or in any way provide such information to any third party unrelated to the business. In case of any violation, I agree to compensate for any resulting damages and to bear all relevant civil and criminal liabilities without objection.

一、依機關指示之蒐集、處理或利用個人資料之範圍、類別、特定目的及其期間,立 切結書人與受委託者僅得於機關之上開指示蒐集、處理或利用個人資料。

1. The undersigned and the Entrusted Party shall only collect, process, or use personal data within the scope, category, specific purpose, and duration as instructed by Institution.

二、受委託者應採取適當安全維護措施,以防止個人資料被竊取、竄改、毀損、滅失或 洩漏。包括右列事項:(1)配置管理之人員及相當資源。(2)界定個人資料之範圍。(3) 個人資料之風險評估及管理機制。(4)事故之預防、通報及應變機制。(5)個人資料蒐 集、處理及利用之內部管理程序。(6)資料安全管理及人員管理。(7)認知宣導及教育 訓練。(8)設備安全管理。(9)資料安全稽核機制。(10)使用紀錄、軌跡資料及證據保 存。(11)個人資料安全維護之整體持續改善。

2. The Entrusted Party shall adopt appropriate security measures to prevent personal data from being stolen, tampered with, damaged, lost, or leaked. These include the following: (1) Assignment of management personnel and adequate resources. (2) Definition of the scope of personal data. (3) Risk

assessment and management mechanisms for personal data. (4) Mechanisms for prevention, reporting, and response to incidents. (5) Internal management procedures for the collection, processing, and use of personal data. (6) Data security management and personnel management. (7) Awareness campaigns and education training. (8) Equipment security management. (9) Data security audit mechanisms. (10) Recordkeeping, tracking data, and evidence preservation. (11) Continuous improvement of overall personal data security maintenance.

#### 三、若有複委託者,其約定之受託者亦需填寫本保密切結書。

3. In the case of sub-contracting, the designated sub-contractor must also complete this confidentiality agreement.

四、受委託者或其受僱人或其複委託者或立切結書人違反本保密切結書、其他個人資料保護法律或其他相關法規或命令時,應向機關進行通知事項,並採行補救措施。 4. If the Entrusted Party, its employee, its sub-contractor or the undersigned violates this confidentiality agreement, any other personal data protection laws, or other relate regulations or orders, they shall notify Institution and take remedial actions.

五、機關如對受委託者或立切結書人有保留指示者,受委託者或立切結書人應依照保 留指示之事項辦理。

5. If Institution retains any instructions for the Entrusted Party or the undersigned, the Entrusted Party or the undersigned shall act in accordance with such instructions.

六、委託關係期間屆滿、終止或解除時,受委託者或立切結書人應負責返還所有個人 資料載體,並刪除或銷毀因履行委託契約而儲存或持有之個人資料,並應提供機關刪 除或銷毀證明資料。

6. Upon period expiration, termination or dissolution of the entrusted relationship, the Entrusted Party or the the undersigned shall return all personal data carriers and delete or destroy any personal data stored or held in the performance of the entrusted contract, and provide Institution with proof of deletion or destruction.

七、未經申請核准,受委託者或立切結書人不得私自將機關之資訊設備、媒體檔案、 公務文書或其他機密資料攜出。

7. Without prior approval, the Entrusted Party or the undersigned shall not privately take out Institution's information equipment, media files, official documents, or other confidential information.

八、未經機關業務相關人員之確認並代為申請核准,受委託者或立切結書人不得任意 將攜入之資訊設備連接機關網路。若經申請獲准連接機關網路,嚴禁使用數據機或無 線傳輸等網路設備連接外部網路。 8. Without confirmation and approval from relevant personnel of Institution, the Entrusted Party or the undersigned shall not arbitrarily connect any brought-in information devices to Institution's network. If such approval is granted, the use of modems or wireless transmission devices to connect to external networks is strictly prohibited.

九、經核准攜入之資訊設備欲連接機關網路或其他資訊設備時,須經電腦主機房掃毒 專責人員進行病毒、漏洞或後門程式檢測,通過後發給合格標籤,並將其粘貼在設備 外觀醒目處以備稽查。

9. Any approved information device brought in for connection to Institution's network or other information device must first undergo virus, vulnerability, or backdoor program scanning by computer facilities room designated antivirus personnel. Once passed, a compliance label shall be issued and affixed to a conspicuous location on the device for inspection purposes.

十、立切結書人或受委託者之駐點服務及專責維護人員原則應使用機關配發之個人電 腦與週邊設備,並僅開放使用機關內部網路。若因業務需要使用機關電子郵件、目錄 服務,應經機關業務相關人員之確認並代為申請核准,另欲連接網際網路亦應經機關 業務相關人員之確認並代為申請核准。

10. The undersigned or on-site service and dedicated maintenance personnel of the Entrusted Party should primarily use the personal computers and peripheral devices assigned by Institution and shall only have access to the Institution's internal network. If the use of the Institution's email or directory services is required for business purposes, confirmation and approval must be obtained through Institution's business relevant personnel. Likewise, any connection to the internet must be approved and confirmed through Institution's business relevant personnel.

十一、立切結書人願遵守機關與其他單位訂定有關智慧財產權契約之內容。 11. The undersigned agrees to abide by the intellectual property agreements signed betweenInstitution and other entities.

十二、立切結書人於機關工作期間不應將屬於他人所有之機密資料或有智慧財產權保 護之資料設計,在未經所有人同意前透露予第三人或於工作中使用之。

12. During the course of work at Institution, any confidential information or intellectual property data design owned by others, without the owner's consent, shall not be disclosed to third party by the undersigned or used in the his/her work.

十三、立切結書人於機關工作期間絕不使用非法軟體。

13. The undersigned shall never use illegal software during the course of work at Institution.

十四、機關得定期或不定期派員檢查或稽核立切結書人是否符合上列工作規定,立切結書人不得拒絕。

14. Institution may periodically or randomly appoint personnel to inspect or audit whether the undersigned complies with the above work regulations, and the undersigned shall not refuse.

十五、本保密切結書不因立切結書人離職或其與受委託者之委託關係期間屆滿、終止 或解除而失效。

15. This confidentiality agreement shall remain in effect even after the undersigned's departure or the entrusted relationship between the undersigned and the Entrusted Party is expired, terminated or cancelled.

十六、立切結書人因違反本保密切結書應盡之保密義務與責任致生之一切損害,受委託 者或立切結書人所屬公司或廠商應負連帶賠償責任。

16. In the event of any damage caused by the undersigned's breach of confidentiality obligations and responsibilities under this confidentiality agreement, the Entrusted Party or the undersigned's company or vendor shall bear joint and several liability for compensation.

立切結書人與受委託者均瞭解並同意本切結書以中文與英文寫成,如有歧異時,以中文為 準。

The Undersigned and the Entrusted Party fully understand and agree that this confidentiality agreement is written in both Chinese and English. In the event of discrepancies between Chinese and English, the Chinese shall prevail.

立切結書人:			
The Undersigned:			
姓名及簽章	身分證字號	聯絡電話及通言	凡地址
Signature	ID Number	Phone number	and Permanent Address

受委託者(立切結書人所屬廠商):

The Entrusted Party (the undersigned's company or vendor)

廠商公司名稱(簽章) Company or Vender's Name (Signature)

#### 廠商公司負責人姓名 (簽章)

Company or Vender's Responsible Person's Name (Signature)

### 廠商聯絡電話及地址 Phone number and Address

中華民國	年	月	日
Date:	ҮҮҮҮ /	M M /	D D

#### 刑法相關規定條文

Criminal Code Related Provisions Articles

第二百二十條 Article 220

在紙上或物品上之文字、符號、圖畫、照像,依習慣或特約,足以為表示其用意之證 明者,關於本章及本章以外各罪,以文書論。

錄音、錄影或電磁紀錄,藉機器或電腦之處理所顯示之聲音、影像或符號,足以為表 示其用意之證明者,亦同。

A writing, symbol, drawing, photograph on a piece of paper or an article which by custom or by special agreement is sufficient evidence of intention therein contained shall be considered a document within the meaning of this Chapter and other chapters.

So shall be an audio recording, a visual recording, or an electromagnetic recording and the voices, images or symbols that are shown through computer process and are sufficient evidence of intention therein contained.

第三百十五條 Article 315

無故開拆或隱匿他人之封緘信函、文書或圖畫者,處拘役或九千元以下罰金。無故以 開拆以外之方法,窺視其內容者,亦同。

A person who without reason opens or conceals a sealed letter or other sealed document belonging to another shall be sentenced to short-term imprisonment or a fine of not more than nine thousand dollars. A person who without reason looks into the contents of a sealed letter by other means than opening shall be subject to same punishment.

第三百十五條之一 Article 315-1

有下列行為之一者,處三年以下有期徒刑、拘役或三十萬元以下罰金:

An offense with one of the following circumstances shall be sentenced to imprisonment for not more than three years, short-term imprisonment, or a fine of not more than three hundred thousand yuan: 一、無故利用工具或設備窺視、竊聽他人非公開之活動、言論、談話或身體隱私部位者。

1. Uses instruments or equipment without reason to peep at or eavesdrop on other's non-public activities, speeches, talks, or the private part of the body.

二、無故以錄音、照相、錄影或電磁紀錄竊錄他人非公開之活動、言論、談話或身體 隱私部位者。

2. Uses audio recording, photographic, visual-taping, or electromagnetic means without reason to record other's non-public activities, speeches, talks, or the private bodily part.

第三百十五條之二 Article 315-2

意圖營利供給場所、工具或設備,便利他人為前條之行為者,處五年以下有期徒刑、 拘役或科或併科五十萬元以下罰金。

A person who for purpose of gain provides a locality or an instrument to facilitate another to engage in an act specified in the preceding article shall be sentenced to imprisonment for less than five years and short-term imprisonment; in lieu thereof, or in addition thereto, a fine of not more than five hundred thousand dollars may be imposed.

意圖散布、播送、販賣而有前條第二款之行為者,亦同。

A person who for purpose of dissemination, broadcast, or sale has the act specified in the preceding paragraph shall be subject to the same punishment.

製造、散布、播送或販賣前二項或前條第二款竊錄之內容者,依第一項之規定處斷。 An offense of manufacturing, distributing, broadcasting or selling the recorded materials specified in the two preceding paragraphs or item 2 of the preceding article shall be punished in accordance with the provisions of paragraph 1.

前三項之未遂犯罰之。

An attempt to commit an offense specified in the three preceding paragraphs is punishable.

第三百十五條之三 Article 315-3

前二條竊錄內容之附著物及物品,不問屬於犯人與否,沒收之。

The contents of the recording specified in the preceding two articles and the articles on which the recording is made and the recording articles shall be confiscated whether or not they belong to the offender.

第三百十八條之一 Article 318-1

無故洩漏因利用電腦或其他相關設備知悉或持有他人之秘密者,處二年以下有期徒 刑、拘役或一萬五千元以下罰金。

A person without reason discloses the secrets of another which he knows or possesses through the use of a computer or other relating equipment shall be sentenced to imprisonment of not more than two years, short-term imprisonment, or a fine not more than fifteen thousand dollars.

第三百十八條之二 Article 318-2

利用電腦或其相關設備犯第三百十六條至第三百十八條之罪者,加重其刑至二分之

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A person who commits, by using a computer or relating equipment, the offenses specified in Articles 316 to 318 shall be sentenced to punishment by increasing it up to one half.

第三百二十三條 Article 323

電能、熱能及其他能量,關於本章之罪,以動產論。

Electricity, thermo-energy, and other energies shall be considered a movable property within the meaning of this Chapter.

第三百三十九條之一 Article 339-1

意圖為自己或第三人不法之所有,以不正方法由收費設備取得他人之物者,處一年以 下有期徒刑、拘役或十萬元以下罰金。

A person who for purpose to exercise unlawful control over other's property for himself or for a third person takes property of another from a fees-collecting apparatus shall be sentenced to imprisonment for not more than one year, short-term imprisonment, or a fine not more than one hundred thousand yuan.

以前項方法得財產上不法之利益或使第三人得之者,亦同。

A person who takes an illegal benefit in property for himself or for a third person is subject to the same punishment.

前二項之未遂犯罰之。

An attempt to commit an offense specified in one of the two preceding paragraphs is punishable. 第三百三十九條之二 Article 339-2

意圖為自己或第三人不法之所有,以不正方法由自動付款設備取得他人之物者,處 三年以下有期徒刑、拘役或三十萬元以下罰金。

A person who for purpose to exercise unlawful control over other's property for himself or for a third person takes property of another through an ATM machine shall be sentenced to imprisonment for not more than three years, short-term imprisonment, or a fine of not more than three hundred thousand yuan.

以前項方法得財產上不法之利益或使第三人得之者,亦同。

A person who takes an illegal benefit in property for him or causes a third person to take it by means specified in the preceding paragraph shall be subject to the same punishment.

前二項之未遂犯罰之。

An attempt to commit an offense specified in one of the two preceding paragraphs is punishable. 第三百三十九條之三 Article 339-3

意圖為自己或第三人不法之所有,以不正方法將虛偽資料或不正指令輸入電腦或其相 關設備,製作財產權之得喪、變更紀錄,而取得他人之財產者,處七年以下有期徒 刑,得併科七十萬元以下罰金。

A person who for purpose to exercise unlawful control over other's property for himself or for a third person takes property of another by entering false data or wrongful directives into a computer or relating equipment to create the records of acquisition, loss or alteration of property ownership shall be sentenced to imprisonment for not more than seven years; in addition thereto, a fine of not more than seven hundred thousand yuan may be imposed.

以前項方法得財產上不法之利益或使第三人得之者,亦同。

A person who takes an illegal benefit in property by the method specified in the preceding paragraph shall be subject to the same punishment.

前二項之未遂犯罰之。

An attempt to commit an offense specified in one of the two preceding paragraphs is punishable.

第三百五十二條 Article 352

毀棄、損壞他人文書或致令不堪用,足以生損害於公眾或他人者,處三年以下有期徒 刑、拘役或三萬元以下罰金。

A person who destroys or damages a document belonging to another and causes injury to the public or another or makes them useless hall be sentenced to imprisonment for not more than three years, short-term imprisonment, or a fine of not more than thirty thousand dollars.

第三百五十八條 Article 358

無故輸入他人帳號密碼、破解使用電腦之保護措施或利用電腦系統之漏洞,而入侵他 人之電腦或其相關設備者,處三年以下有期徒刑、拘役或科或併科三十萬元以下罰 金。

A person who gains access into another person's computer or related equipment by entering the password of another person's computer account, cracking the protective measures for using the computer or exploiting the loophole of the computer system without any reason, shall be sentenced to imprisonment for not more than three years of imprisonment; in lieu thereof, or in addition thereto, a fine of not more than three hundred thousand dollars may be imposed.

#### 第三百五十九條 Article 359

無故取得、刪除或變更他人電腦或其相關設備之電磁紀錄,致生損害於公眾或他人 者,處五年以下有期徒刑、拘役或科或併科六十萬元以下罰金。

A person without reason obtains, deletes or alters the magnetic record of another's computer or relating equipment and causes injury to the public or others shall be sentenced to imprisonment of no more than five years or short-term imprisonment; in lieu thereof, or in addition thereto, a fine of not more than six hundred thousand dollars may be imposed.

第三百六十條 Article 360

無故以電腦程式或其他電磁方式干擾他人電腦或其相關設備,致生損害於公眾或他人 者,處三年以下有期徒刑、拘役或科或併科三十萬元以下罰金。

A person who without reason interferes, through the use of computer programs or other electromagnetic methods, with the computer or relating equipment of another person and causes injury to the public or another shall be sentenced to imprisonment for not more that three years or short-term imprisonment; in lieu thereof, or in addition thereto, a fine of not more than three hundred thousand dollars may be imposed.

第三百六十一條 Article 361 對於公務機關之電腦或其相關設備犯前三條之罪者,加重其刑至二分之一。 A person who commits the offenses specified in the three preceding articles against the computers and relating equipment of a public office shall be punished by increasing the punishment up to one half.

第三百六十二條 Article 362

製作專供犯本章之罪之電腦程式,而供自己或他人犯本章之罪,致生損害於公眾或他人者,處五年以下有期徒刑、拘役或科或併科六十萬元以下罰金。

A person who makes computer programs specifically for himself or another to commit the offenses specified in this Chapter and causes injury to the public or another shall be punished for

imprisonment for not more than five years or short-term imprisonment; in lieu thereof, or in addition thereto, a fine of not more than six hundred thousand dollars may be imposed.

第三百六十三條 Article 363

第三百五十八條至第三百六十條之罪,須告訴乃論。

The prosecution of the offenses specified in articles, 358 through 360, may be instituted only upon complaint.