

National Yang Ming Chiao Tung University Academic-Industry Collaborative Research Agreement (Reference Template)

The contracting parties are National Yang Ming Chiao Tung University (hereinafter referred to as "Party A") and _____ Co., Ltd. (hereinafter referred to as "Party B"). For the purpose of conducting a research project, both parties hereby enter into this contract and agree to the following conditions:

Article 1 Consent of the Parties

Party B hereby agrees to entrust Party A and the principal investigator to perform the _____ Research (hereinafter referred to as "the Research"), and Party A agrees to be entrusted to perform the Research in accordance with the provisions of this Agreement, the results of which shall be owned by Party B. The relevant provisions are listed in Attachment 1.

Article 2 Research Content

The contents of the Research are described in the _____ Research Proposal (hereinafter referred to as the "Proposal") in Attachment 2, which is part of this Agreement.

Article 3 Research Period

The period of the Research project shall be from _____ to _____.

Article 4 Total Funding

1. The total funding of this Agreement is NT\$_____ (excluding business tax, hereinafter the same), including the research funding and the advance technology transfer fund, of which the research funding is NT\$_____ as detailed in the Proposal and the advance technology transfer fund is NT\$_____ (not less than 15% of the research funding of this Agreement), the expenditure of which is not related to Party B. The advance technology transfer agreement is attached as Attachment 1.

2. The relevant taxes and handling fees arising from the performance of this Agreement shall be borne by Party B.

Article 5 Payment Method

Party B shall pay Party A the research fund and the advance technology transfer fund in accordance with the following terms:

1. Within ____ days after this Agreement becomes effective, Party B shall pay Party A _____ for research funding and _____ for advance technology transfer fund in one lump sum.
2. The principal investigator of Party A shall deliver Party B the interim research results, and within ____ days after Party B's review and approval, Party B shall pay Party A the research funding of _____.
3. The principal investigator of Party A shall deliver Party B the final research results, and within ____ days after Party B's review and approval, Party B shall pay Party A the research funding of _____.
4. Party A shall deliver to Party B all receipts upon the commencement of this Agreement and upon delivery of research reports for each period to Party B for payment.

Article 6 Research Progress

1. Party A and the principal investigator shall conduct the research in accordance with the progress specified in the proposal.
2. Party B may request Party A and the principal investigator to submit oral reports and related information on the progress of this Research as necessary. The content of the oral report and related information shall be sufficient to enable Party B to understand the progress of the Research. The location of the oral report shall be determined by Party B.
3. Party B may assign personnel to Party A as necessary to understand Party A's implementation of the Research. Party A and the principal investigator shall provide all necessary assistance to such personnel.

Article 7 Research Results

1. The principal investigator of Party A shall submit the research results in accordance with the regulations of the Proposal. If it is not stipulated in the Proposal, the following method shall apply:
 - (1) Within ____ months from the beginning of the research period set forth in Article 3, the principal investigator of Party A shall deliver to Party B ____ copies of the interim research results of the Research.
 - (2) The principal investigator of Party A shall deliver to Party B ____ copies of the final research results of the Research within ____ months after the expiration of the research period set forth in Article 3.
2. The form of the research report shall be in accordance with Party B's regulations.

Article 8 Consultation and Explanation

1. During the implementation of this Research, Party A and the principal investigator shall, upon Party B's request, come to the place designated by Party B to provide consultation and explanation on the research results. Party A and the principal investigator shall agree with Party B that the time for consultation and explanation shall be limited to no more than ____ hours.
2. If Party B needs to increase the time for consultation and explanation, both parties may come to a separate agreement, provided that it does not affect the teaching and research time of Party A and the principal investigator. If there is another agreement in the proposal, such agreement shall be followed.

Article 9 Use of Funds

Party A shall set up a separate account for the research project, and the use of related funds includes but is not limited to talent training scholarships or outstanding talent cultivation scholarships.

Article 10 Expenditure Vouchers

Party A shall properly keep all the original expenditure vouchers related to

the research funds of the Research. Party B may at any time send staff to check, photocopy and transcribe the aforementioned vouchers. Party A shall provide all necessary assistance to the personnel assigned by Party B. However, if Party A is sending all original expenditure vouchers of the Research to the National Audit Office for audit on a regular basis in accordance with the provisions of Article 36 of the Audit Act, the foregoing shall not apply.

Article 11 Equipment Management

1. Party A and the principal investigator may request to borrow Party B's related equipment when necessary to perform the research work of the Research. Party B shall not refuse to do so if it does not affect its normal operation. The use of the loaned equipment shall be limited to the execution of the work related to the Research.
2. Party A and the principal investigator shall take care of the borrowed equipment with the care of a good administrator. All transportation and shipping costs of the borrowed equipment and its insurance shall be borne by Party A.
3. The property rights of the library equipment purchased by Party A with the research budget shall belong to Party A and shall be included in the management of the university property.

Article 12 Intellectual Property Rights

1. The research results and intellectual property rights owned by Party A and Party B prior to the execution of the Research shall remain the same. If Party B needs to use Party A's existing research results or intellectual property rights, it must obtain written authorization from Party A before using them. The research results and any patents, copyrights, circuit layout rights and other related intellectual property rights (hereinafter collectively referred to as "research results") that may be obtained as a result of the execution of the "Research" shall belong to Party B. However, Party B shall list Party A's principal investigator and Party A's other actual creators as the inventors of the patent at the time of patent application.

2. Party A and the principal investigator shall not apply for registration of the above intellectual property rights with any authority for patent, copyright or other intellectual property rights. Except when Party B agrees or Party B abstains from applying for registration.

Article 13 Warranty

1. Except as expressly provided in this Agreement, Party A disclaims all warrant liabilities, including the possibility of commercialization and applicability of the results of the Research, and if Party B needs to obtain authorization from any third party for the implementation of the Research, Party B shall obtain such authorization on its own, without any involvement of Party A or the principal investigator.
2. Party A and the principal investigator warrant that the data and documents related to the Research are obtained from their own research and development and are not in any way plagiarized or counterfeited.
3. Party B warrants that without the prior written consent of Party A, Party B shall not use or promote the research results for commercial purposes (including but not limited to public marketing, promotion or advertising of products/goods or services) by referring to Party A's name, University logo or other symbols.

Article 14 Liability for Infringement

Party A shall not be liable to Party B and third parties for any infringement of intellectual property rights arising from the use by Party B of patents, copyrights, circuit layout rights and other intellectual property rights produced by this Research, if such infringement is claimed by a third party.

Article 15 Duty of Confidentiality

1. Confidential information known to or obtained by either party (hereinafter referred to as the receiving party) from the other party (hereinafter referred to as the disclosing party) as a result of this Agreement shall be kept confidential and shall not be disclosed or delivered to a third party in any manner other than with the prior written consent of the disclosing party or as required by law, court decision or

order of a government agency, except for the publication of the results of Article 16. If the disclosure of confidential information is made in writing, it shall be marked "Confidential", "Secret" or other similar words. If the disclosure is made orally, the other party shall be informed at the time of disclosure that it is a confidential information and shall confirm in writing to the other party that it is confidential within seven days after the disclosure. Upon termination of this Agreement, the receiving party shall return, destroy or otherwise dispose of the Confidential Information as directed by the disclosing party. This Article shall not be invalidated, terminated, or discharged by reason of the subsequent inactivity, invalidity, or termination of this Agreement. However, this Article shall cease to have effect three years after the expiration of the full term of this Research.

2. The obligations of either party under the first paragraph of this Article shall not apply to the following information:
 - (1) Information that is known to the public other than by reason of a breach of this Agreement.
 - (2) Information that was in the possession of the party before it was acquired and for which there is no obligation of confidentiality.
 - (3) If the information is properly obtained from a third party without an obligation of confidentiality.
 - (4) The party can prove in writing that it was developed by itself.
 - (5) The disclosure is made with the express written consent of the other party.
 - (6) The disclosure is required by law due to a government agency or court ruling.
3. Either party shall be responsible for requiring its personnel involved in this Research, including but not limited to researchers, employees or students, to comply with the provisions of this Article. A breach of this Article by personnel of either party shall be deemed to be a breach of this Article by that party.
4. The parties further agree that neither party will bring criminal proceedings against the other party under Article 13-1 of the Trade

Secrets Act by virtue of this Article.

Article 16 Results Publication

1. Party A and the principal investigator may publish the results of their research in this Research, but shall obtain prior written consent from Party B. However, if Party B does not give Party A or the principal investigator a written reply within 30 days after receiving written notice from Party A or the principal investigator, Party B shall be deemed to have given its consent.
2. Party B shall not refuse to give such consent without justifiable cause.

Article 17 Research Restrictions

During the research period of this Research, the principal investigator and Party A's personnel involved in this Research shall not engage in the same work as this Research for a third party without Party B's prior written consent.

Article 18 Transfer of Rights and Obligations

The rights and obligations of Party A and Party B under this Agreement shall not be transferred to any third party without the prior written consent of both parties.

Article 19 Changes to the Project

Both parties may change the content of this research project in writing if they deem it necessary. However, the research progress and funding shall be reasonably adjusted by agreement between both parties. In the event of failure to do so, either party may terminate this Agreement by written notice to the other party without liability for damages. In such case, Party B shall not require Party A to return the research funds it has expended; however, Party A shall return to Party B, without interest, any unexpended portion of the research funds it has received from Party B after termination of this Agreement.

Article 20 Termination of Agreement

1. Unless otherwise agreed herein, if either party fails to perform this

Agreement or fails to perform in accordance with this Agreement, the other party may, by written notice to the other party, rectify the situation within fifteen days. If the party fails to do so, the other party may terminate this Agreement by a written notice.

2. If this Agreement is terminated by Party A in accordance with the preceding paragraph for reasons attributable to Party B, Party A shall not be required to return the research funds it has received from Party B. If, for reasons other than those attributable to Party A, Party B fails to pay the fees in accordance with Article 5, Party B shall pay interest at the rate of 5% per annum on the total amount for each day of delay after notification by Party A or the principal investigator. If payment is not made within one month, Party A may terminate this Agreement. Party B shall indemnify Party A and the principal investigator for any damages incurred by Party B.
3. Upon termination of this Agreement by Party B as a result of the first provision, Party A and the principal investigator shall cease to perform the Project as of the date of notice and shall return to Party B, without interest, any unexpended portion of the research funds received from Party B. Party B may also cease payment of its share of the research funds.
4. This Agreement may be terminated by mutual agreement if either party determines that the continuation of the Research does not achieve the intended purpose. In such a case, the other party shall be notified in writing of the termination 30 days in advance. Party A and the principal investigator shall cease to perform the Project as of the date of such notice and shall return to Party B, without interest, any unexpended portion of the research funds received from Party B upon termination of this Agreement; provided, however, that Party B shall not seek reimbursement from Party A for the research funds already expended. Neither party shall have any claim for damages from the other party as a result.

Article 21 Force Majeure

If the performance of this Agreement cannot be carried out by or in accordance with this Agreement due to flood, fire, wind, earthquake or other

causes not attributable to one of the parties, such party shall be exempt from any obligation to pay to others and shall not be liable for delay.

Article 22 Delivery of Documents

Upon termination or cancellation of this Agreement, Party A and the principal investigator shall immediately deliver to Party B the documents, prototypes and other items arising from this Research, except for Article 11, Paragraph 3.

Article 23 Indemnification of Damages

Unless otherwise agreed in this Agreement, the liability of Party A or Party B for damages under this Agreement shall be limited to the amount of the actual research funds paid by Party B to Party A for this Research, in accordance with the agreement between Party A and Party B and the principal investigator.

Article 24 Effective Date

1. This Agreement shall be effective from the beginning of the research period set forth in Article 3 after it has been legally signed by both parties.
2. The obligations of Party A under the following provisions of this Agreement shall not be waived by the termination or cancellation of this Agreement: Article 10, Article 12, Article 13, Article 14, Article 15 and Article 18.

Article 25 Consensual Jurisdiction

In the event of litigation arising out of this Agreement, both parties hereby agree that the Taiwan Hsinchu District Court shall be the court of first instance.

Article 26 Mutual Understanding

1. This Agreement and its attachments constitute the mutual understanding of the parties with respect to this subject matter. Anything agreed upon by the parties prior to the execution of this

Agreement but not contained in this Agreement or its attachments shall not be binding on the parties.

2. The attachments shall have the same effect as this Agreement, but in the event of any conflict between the two, this Agreement shall prevail.
3. This Agreement may be amended or supplemented by mutual consent.
4. If any provision or part of this Agreement is invalidated by a court decision, it shall not affect the validity of the other provisions.

Article 27 Number of Copies of Contract

This contract is in three original copies, one for each party and one for the principal investigator.

Contracting Parties:

Party A: National Yang Ming Chiao Tung University

Representative:

Title:

Address: No. 1001, Daxue Rd., Hsinchu City

GUI Number: 87557573

Principal Investigator

Name:

Title:

National ID Number (last 3 numbers):

Party B: _____ Co., Ltd.

Representative:

Title:

Address:

GUI Number:

Date: _____

Attachment 1: Advance Technology Transfer Agreement

National Yang Ming Chiao Tung University (hereinafter referred to as "Party A"), based on an academia-industry collaboration, has been entrusted by AA Corporation (hereinafter referred to as "Party B") to perform the BB Research (hereinafter referred to as "the Research") and to sign an academia-industry collaborative research agreement (hereinafter referred to as "the Academia-Industry Agreement") to be performed by Party A's principal investigator. Both parties and the principal investigator agree to agree on the following terms and conditions for the license and transfer of the research results expected to be produced by the Research, which shall be performed in good faith:

Article 1: Subject Matter of Technology Transfer

The subject matter to be transferred under this Agreement shall be the research results of the "Research" and the patents, copyrights, circuit layout rights and other related intellectual property rights that may be acquired. The percentage of technology transfer is 100% of all rights.

Article 2: Technology Transfer Consideration

1. Party B shall pay Party A an advance technology transfer fund of not less than 15% of the research funds of the "Academia-Industry Agreement", i.e., NT\$_____, as stipulated in Article 4, Paragraph 1 of the "Academia-Industry Agreement", which shall be allocated by Party A in accordance with the relevant regulations on the management of research and development results and technology transfer of the University, and the expenditure of which shall not be related to Party B.
2. If Party B implements the research results of Article 1 and produces related products or provides related services, Party B agrees to allocate ___% of the total sales of such products or services as derivative benefits to Party A each year during the sales period. Party B shall report by January 31 of each year the sales of products or services produced by using the research results of this Research, and the proportion of the research results to each product in the

previous year, and calculate the derivative benefits.

3. If Party B licenses the "research results" to a third party and has income, after deducting the maintenance fee for intellectual property application, the cost of external license and other related expenses, both parties agree to share the income in the ratio of ____% for Party A and ____% for Party B. Party B shall report the income of licensing third parties in the previous year and calculate the derivative interests by January 31 of each year.
4. Party B shall pay the derivative benefits in items 2 and 3 of this Article within 30 days after Party A's approval. Party A may assign accounting personnel or appoint an accountant to visit Party B's principal business premises as necessary to audit the amount of sales revenue of products or services produced by Party B using the results of this Research, and Party B shall cooperate in the execution of such audit and shall not refuse to do so under any pretext. If Party B does not report the license revenue and sales, or if Party B refuses or neglects to cooperate in the audit so that the license revenue and sales cannot be confirmed, the derivative benefits for that year shall be deemed to be no less than ten times the total funds for the "advance technology transfer fund".
5. The relevant taxes and handling fees arising from the performance of this Agreement shall be borne by Party B.

Article 3: Effective Date of this Agreement

This Agreement shall become effective on the effective date of the "Academia-Industry Agreement" or the last date of signing between the parties to the "Academia-Industry Agreement". In case of any matters not covered in this Agreement, the provisions of the Academia-Industry Agreement shall apply.

Attachment 2: Research Proposal