

National Yang Ming Chiao Tung University Company

Academia-Industry Technology Alliance Project (Academia-Industry Alliance) Contract (Reference Template)

National Yang Ming Chiao Tung University (hereinafter referred to as: NYCU) and the Principal Investigator, together with its _____ Laboratory and _____ Company (hereinafter referred to as: Corporate Members), both parties, in order to carry out collaborative service matters, participate in the Academia-Industry Technology Alliance Project (hereinafter referred to as: Academia-Industry Alliance), the name of the collaboration project of both parties is: Academia-Industry Alliance - _____ (hereinafter referred to as: the Project). For the purpose of the collaborative relationship, we hereby establish this contract (hereinafter referred to as: the Contract) and agree on the principle of good faith as follows:

1. Corporate Members agree to participate in the Academia-Industry Alliance of NYCU and designate to participate in the _____ Laboratory regarding _____ collaborative services. In addition to the willingness to solicit or promote the Project in the future, including but not limited to obtaining licenses to use the results from NYCU and the laboratory of the Principal Investigator, there is also a high degree of willingness to participate in the services of the Academia-Industry Alliance, which has been approved by the National Science and Technology Council (hereinafter referred to as: NSTC).
2. (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 the Contract shall be kept confidential and shall not be disclosed or delivered to a third party in any manner without the prior written consent of the Disclosing Party or as required by law, court decision or order of a government agency. 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 verbally, the other party shall be informed of the confidentiality of the document at the time of disclosure and shall confirm in writing to the other party that it is confidential within seven days after the disclosure. Upon termination of the Contract, the Receiving Party shall return, destroy or otherwise dispose of the confidential information in accordance with the instructions of the Disclosing Party. This Article shall not be invalidated, terminated, or discharged by reason of the subsequent inactivity, invalidity, termination, or cancellation of the Contract. However, this Article shall cease to

have effect three years after the expiration of the term of the Project.

(2) The obligations of either party under this Article shall not apply to the following information:

- A. Information that is known to the public other than by virtue of a breach of this Article.
- B. Information that was in the possession of the party before it was obtained from another party without any obligation of confidentiality.
- C. The party can properly obtain it from a third party without any obligation of confidentiality.
- D. The party can prove in writing that it was developed by itself.
- E. The disclosure is made with the express written consent of the other party.
- F. The disclosure is required by law due to a government agency or court ruling.

3. Termination clause: Either party may terminate the Contract with prior notice to the other party and consent of both parties due to technical development factors, business strategies or government policies, provided that the termination of the Contract or the loss of effectiveness of other factors shall not affect the effectiveness of Article 2, and no refund shall be made if funds have been paid.

4. (1) The membership benefits obtained by Corporate Members who join the NYCU Project shall be based on the application form submitted by the Principal Investigator to the NSTC for approval of the Project, and the benefits are specified in [Attachment 1] of the Contract.

(2) NYCU, the Principal Investigator and Corporate Members are aware that Corporate Members participating in the Project are required to pay in accordance with the plan of the Project Application Form submitted to NSTC by the Principal Investigator. The total amount of funding provided by Corporate Members is NT\$_____ (including membership fees and other funding items or any other feedback mechanism of Corporate Members) [Attachment 2], of which NT\$_____ is used as the fee for the Principal Investigator. The implementation period of the Project is from _____ to _____.

(3) If a partner company wishes to join the _____ Laboratory Academia-Industry Alliance of NYCU as a Corporate Member, it must pay an annual membership fee to become a Corporate Member unless otherwise agreed (membership is counted as one year from the effective date of the Contract): If the implementation period is one year (including the membership fee and other funding items or any other feedback mechanism of Corporate Members), the membership fee amount

is NT\$_____. Corporate Members shall pay to NYCU the total amount of the membership fee (including the membership fee and other funding items or any other feedback mechanism of Corporate Members) in one payment within 45 working days from the effective date of the Contract.

(4) If the implementation period exceeds one year, Corporate Members shall pay the first installment within 45 working days from the effective date of the Contract. Thereafter, Corporate Members shall pay the next installment of membership fee and other funding items by the end of January each year to continue to maintain the membership of the Alliance.

A. The 1st installment of Corporate Members shall pay NYCU (including the membership fee and other funding items or any other feedback mechanism of Corporate Members), which is NT\$_____.

B. The 2nd installment of Corporate Members shall pay NYCU (including the membership fee and other funding items or any other feedback mechanism of Corporate Members), which is NT\$_____.

C. The 3rd installment of Corporate Members shall pay NYCU (including the membership fee and other funding items or any other feedback mechanism of Corporate Members), which is NT\$_____.

5. If the payment is not made after the due date, the Corporate Member will automatically lose the membership, and the Corporate Member shall still pay the membership fee for the 45 working days before the loss of the membership. If any research and development results are produced under the Project, they will belong to NYCU in accordance with the relevant regulations governing the NSTC subsidized Academia-Industry Alliance projects, except for those recognized by the subsidizing agency. If Corporate Members wish to obtain authorization to use the R&D results, they must obtain the consent of NYCU and the Principal Investigator, and sign a technology transfer licensing agreement with NYCU. In the case of services required by Corporate Members that the Principal Investigator must use NYCU's existing research and development results, the same applies.
6. With respect to the funds paid by Corporate Members for the Project, the allocation of their rights and benefits shall be in accordance with the relevant regulations of NYCU, except for the regulations of the NSTC. The approved list of the NSTC is attached to the Contract [Attachment 3].
7. The Principal Investigator and the Corporate Members acknowledge and agree

that the Contract does not violate the terms and conditions of the NSTC's subsidized Academia-Industry Alliance collaboration projects, nor does it violate the terms and conditions of the relevant government regulations.

8. Both parties agree that NYCU shall be liable for damages due to intentional or gross negligence for any infringement of rights under the Project, and that NYCU shall be liable for damages up to the amount actually received by NYCU from the Corporate Members.
9. Any amendment to the Contract shall be made in writing by mutual agreement, provided that it is not inconsistent with the application for approval of the Project by the Principal Investigator to the NSTC.
10. In the event of litigation arising out of the Contract, the parties agree that the Taiwan Hsinchu District Court shall be the court of first instance.
11. There are 2 original and 2 carbon copies of the Contract, and each party shall have 1 original and 1 carbon copy.

Contracting Parties:

National Yang Ming Chiao Tung University: _____ Company:
Representative: _____ Representative:
Title: _____

Principal Investigator:
Title: Professor of _____ Department Title: _____

Address: No. 1001, Daxue Rd., Hsinchu Address:
City Tel:
Tel:
GUI Number: 87557573 GUI Number: _____

Date: _____

[Attachment 1]: Members' rights and benefits (based on the application form submitted by the Principal Investigator to the NSTC for review and approval of the Project)

[Attachment 2]: Funding items (including the membership fee and other funding items or any other feedback mechanism of Corporate Members, based on the application form submitted by the Principal Investigator to the NSTC for review and approval of the Project)

[Attachment 3]: The approved list of the NSTC.