**National Yang Ming Chiao Tung University**

**Testing Agreement**

Contracting Parties:

National Yang Ming Chiao Tung University (hereinafter referred to as “**Party A**”)

＿＿＿＿＿＿＿＿＿ Company (hereinafter referred to as “**Party B**”)

Whereas Party A agrees to conduct testing-related matters engaged by Party B, this Authorized Testing Agreement is hereby established. Both parties agree to the following terms and conditions:

**Article 1　Scope of Testing Services**

The content of the testing engaged by Party B to Party A (hereinafter referred to as the “**Testing**”) is attached as \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “**Engagement Letter**”) and is considered an integral part of this Agreement.

The Principal Investigator of this Testing is Professor \_\_\_\_\_\_\_ of the \_\_\_\_\_\_ department, college of \_\_\_\_\_\_.

**Article 2　Term**

This Agreement is effective upon the\_\_\_\_day of\_\_\_\_, \_\_\_\_\_ and will expire on \_\_\_\_day of\_\_\_\_ , \_\_\_\_\_ (hereinafter referred to as the “**Execution Period**”). In the case that Party A requires an extension for the work, consent should be provided by both parties in writing. In the case that Party A is unattributable to the extension of the work, all expenses incurred during the Extension Period shall be borne by Party B.

**Article 3　Testing Fees**

1. The total fee for the Testing is NT$\_\_\_\_\_\_\_\_\_\_ (exclusive of any remittance fees, which shall be borne by Party B separately). Party B shall remit the total fees to Party A within 30 days after receiving an invoice from Party A. The use of the fee for the testing will be planned and applied by Party A and Party A’s Principal Investigator. Once Party A begins any of the work regarding this Agreement, Party B shall not be entitled to a refund.
2. If Party B fails to remit the testing fees according to the agreed-upon schedule as stipulated in this Agreement, Party B shall pay a penalty for breach of contract to Party A. The penalty is 1% of the total testing fees per day for overdue payments.

**Article 4　Testing Results**

1. Party A shall submit the testing results of the Testing within the agreed-upon time specified in the Engagement Letter. In the absence of a provision in the Engagement Letter, the following provisions shall apply:

Party A shall submit the testing results of the Testing to Party B within [\*] months after the Execution Period stated in Article 2 expires.

1. The format of this testing result shall be conducted in accordance with the content stated in the Engagement Letter.
2. The Testing does not entail any collaborative nature of research or development between the parties, Party A is solely responsible for producing the testing results of the Testing within the scope of the engagement under this Agreement. The pre-existing research results and intellectual property rights owned by each Party, including the technology used by Party A to conduct this Testing, belong to the respective parties. In the case that either party requires to use the other party’s research results or intellectual property rights, either party needs to obtain the written license from other party prior to the use.

**Article 5　Confidentiality Obligation**

1. The information revealed by Party B to Party A to fulfill this Agreement may not be disclosed or delivered to any third party without Party B’s prior written consent. However, the following information is not subject to this restriction:
2. Information already known to the public;
3. Information obtained by Party A through other lawful sources;
4. Information for which Party A has obtained written consent from Party B to waive confidentiality obligations;
5. Information previously provided by Party B to a third party without requiring confidentiality;
6. Information independently developed by Party A prior to becoming aware of Party B’s confidential information.
7. Information disclosed by Party A as requested in accordance with the law by judicial or governmental authorities.
8. Without prior consent from Party A, Party B shall not, directly or indirectly, release any news, articles, or disclose information related to the results of this Testing in the name of Party A or Party A’s testing personnel by any other means. In the event that Party B violates this provision, Party A may, depending on the severity of the situation, seek punitive damages for breach of contract that is no less than the total amount of testing fees from Party B.
9. The confidentiality obligations remain effective for a period of one year after the termination of this Agreement.

**Article 6　Non Warranties**

1. The results of the Testing are provided to Party B on an “as-is” basis. The patentability, applicability, non-infringement, or commercialization potential are not guaranteed by Party A.
2. In the event that Party B infringes the intellectual property rights of a third party through the use, modification, reproduction, or implementation of the testing results of the Testing, Party B shall be solely responsible and resolve the related dispute on its own.

**Article 7　Transfer of Rights and Obligations**

The rights and obligations of either party in this Agreement may not be transferred to any third party without the prior mutual consent of both parties in writing.

**Article 8　Compensation for Damages**

Unless otherwise specified, in the event that either party is responsible for causing damages to the other party, the party in question shall be liable for compensating the other party for such damages. The compensation for damages that Party A shall be liable for in the aforementioned circumstance shall not exceed the actual testing fee received from this research by Party A.

**Article 9　Entire Agreement**

Before the signing of this Contract, any matter agreed upon by the parties but not recorded in this Agreement or its appendices is not binding to either party.

**Article 10　Governing Law and Jurisdiction**

1. This Agreement shall be interpreted and governed by the laws of the Republic of China (Taiwan). Both parties agree to negotiate in good faith to resolve any ambiguity and disputes related to this Agreement or any issues or ambiguity arising from this Agreement. In the event of any contradictions between this Agreement and the Engagement Letter, the [\*\*] shall prevail.
2. In the event of any dispute or controversy arising from this Agreement, both parties agree that any dispute or controversy arising from this Agreement shall be brought exclusively to the Taiwan Shilin District Court for the first instance.

**Article 11　Way of Contact**

1. Notices or requests relating to this Agreement shall be delivered in writing to the contact addresses and persons (hereinafter referred to as “Contact person”) listed below. Delivery to the Contact person shall be deemed as sufficient delivery to the respective party:

Contact person for Party A:

Name:

Job title:

Contact number:

Fax number:

Address: No.155, Sec.2, Linong Street, Taipei, 112 Taiwan (ROC)

Contact person for Party B:

Name:

Job title:

Contact number:

Fax number:

Address:

1. In the case of any changes to the Contact person or contact information of either party, that party shall give a notice in writing to the other party for updates. Without a notification in accordance with this article, delivery to the Contact person of either party shall still be deemed as sufficient delivery to the such respective party.

**Article 12　Agreement Amendment**

This Agreement may be amended or supplemented in written form with the consent of the two parties. Any written amendment duly signed by both parties shall be attached to this Agreement to replace the original provisions.

**Article 13　Termination of this Agreement**

1. In the case that either party is in violation of the provisions of this Agreement, the other party may provide a written notice to request the breaching party to rectify the breach within fifteen (15) days. In the case that the breaching party fails to rectify the breach within such specified period, the other party may terminate this Agreement by sending another notice in writing.
2. In the case that any of the following circumstances occurs to Party B, Party A may directly send Party B a written notice to terminate this Agreement immediately:
3. Party B undergoes or applies for reorganization or is subject to reorganization proceedings;
4. Party B is dissolves, internal resolution to dissolve, or is external orders or rulings mandating dissolution;
5. Party B merges or resolves to merge;
6. Party B bankrupts, applies or is declared for bankruptcy;
7. Party B has their major assets seized, becomes unable to pay debts, or there is sufficient evidence to indicate the occurrence of the aforementioned circumstances.

**Article 14　Number of Agreement Copies**

This Agreement is made in quadruplicate. Party A and Party B each bears two original copies as evidence.

Contracting Parties:

Party A:

Representative:

Name: Chi-Hung Lin

Job title: Principal

Address: No. 1001, Daxue Rd., East Dist., Hsinchu City 300, Taiwan

Uniform invoice number: 87557573

Principal Investigator:

Party B:

Representative:

Name:

Job title:

Address:

Uniform invoice number:

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