

XXXXXX

Patent Assignment Agreement

Party A: National Yang Ming Chiao Tung University

(Contract No. YC-Y/C22T0)

Party B: XXX

Party C: XXXXX

Signatory Parties:

Party A: National Yang Ming Chiao Tung University

Party B: XXX

Party C: XXXXX

WHEREAS Party A is the owner of a specific patent and Party B is the inventor of that patent, and Parties A and B intend to assign that patent to Party C and Party C intends to be assigned that patent, and the three Parties hereby enter into this Agreement under the terms and conditions mutually agreed upon as follows:

Article 1: Source of the Subject Matter of the Assignment

The subject matter of the assignment hereunder is

- The patent applied for by and granted to Party A for the technical results of a _____-funded project titled _____(Project No. : _____) conducted by Party A, with Party B as the principal investigator.
- The patent applied for by and granted to Party B for the technical results developed using Party A's resources.

Article 2: Subject Matter of the Assignment of Patent Rights

1. The subject matter of the patent rights to be assigned hereunder is shown in Annex 1, "List of Patent Assignments" (hereinafter this "Patent").
2. Party C agrees that after the assignment of this Patent, Party A, Party B and the competent government authority shall retain the right to enforce this Patent without compensation and on a non-exclusive basis.

Article 3: Price of the Assignment

1. Price: The price of this Patent assignment amounts to NT\$_____, including business tax (5% business tax is charged at NT\$_____ to be borne by Party C, and the amount of the

Patent transfer price and the 5% business tax totals NT\$ _____), and shall be allocated after deduction of tax in accordance with Party A's regulations on the management of R&D results and technology transfer.

2. Payment method: Party C shall pay Party A in cash, by wire transfer or by demand note within thirty (30) days from the date of commencement of this Agreement as provided in the preceding paragraph. In addition to the aforementioned business tax, other related taxes or remittance handling fees shall be borne by Party C. Where any tax withholding and payment as well as filing of tax returns are required to be done by Party C, Party C shall do so under the provisions of the then tax laws.

Article 4: Vesting of Rights and Registration of Assignment

1. The three Parties agree that this Patent shall vest in Party C upon the full payment of the assignment price by Party C as set out in the preceding Article and that they shall commence the registration of the assignment of this Patent.
2. Party C shall bear all the expenses and be responsible for all the relevant procedures in connection with the registration of the assignment of this Patent, provided that Party A and Party B agree to provide the requisite assistance and documents for the registration of the assignment without charge.

Article 5: Party B's Obligations

Party B shall furnish Party C with a total of ____ hours of patent consultation within 3 months after Party C has paid up the transfer price as stipulated in Article 3. If this time frame is to be extended or if Party C requires more elaborate consultation services or staff training from Party B in respect of this Patent, the duration and cost of such services shall be separately agreed between the three Parties.

Article 6: Warranty Clause

1. This Patent shall be delivered to Party C with the current claim registered with the respective patent authorities at the time of execution of this Agreement. Party A and Party B warrant that this Patent is developed independently and free from plagiarism or counterfeiting, and that they will make every effort to assist Party C in the use of this Patent as agreed herein.
2. Party A and Party B do not warrant the following:
 - 1) The validity, fitness for purpose, merchantability, freedom from defects, the possibility of asserting rights to third parties and of achieving other specific purposes of this Patent.
 - 2) This Patent right can be maintained with the claim.
 - 3) Party A and B shall not be liable for any damages arising out of the implementation of this Patent by Party C, including any warranty against infringement or defect.
3. In the event that this Patent is revoked, declared invalid or the current claim cannot be maintained after this Patent has been granted to Party C under this Agreement, the price received by Party A shall not be refunded.
4. If Party C needs to obtain a license from a third party in order to implement this Patent, it shall secure such license on its own without involving Party A or B. If Party C fails to obtain such license, it shall be solely responsible for any infringement claim or litigation by the third party, which shall not concern Party A or B.

Article 7: Liability for Infringement

1. Party C shall promptly notify Party A and Party B in writing of any claim of infringement or suit brought by any other person in connection with the enforcement of this Patent; Party A and Party B shall assist Party C in the necessary defense procedures.
2. Unless otherwise agreed in this Agreement, if Party C learns that this Patent has been infringed by others, it shall forthwith advise Party A and Party B in writing, and Party A and Party B shall fully assist Party

C in exercising its rights to ensure the common interests of the three Parties.

3. Party C shall bear all fees, costs and litigation expenses incurred by Party A and Party B in assisting Party C in defending the proceedings or exercising its rights pursuant to the provisions in the preceding two paragraphs. Party C shall pay the aforesaid fees in full within fifteen (15) days upon receipt of notice from Party A and Party B requesting payment. Should Party C fail to do so before the due date, Party A and Party B may not provide Party C with the requisite assistance.

Article 8: Restrictions on Use

1. Without the prior written consent of Party A and Party B, Party C shall not use the same or similar names, logos, emblems, trademarks and other symbols as those of Party A, Party B or any of Party A's units in the commercial promotion of this Patent's technology or the implementation of the products manufactured by this Patent (hereinafter the "Patented Product") (e.g. advertisements, product/investment sessions, etc.).
2. Party C undertakes to abide by the government's "Regulations Governing Export and Import of Strategic High-tech Commodities" and related laws and regulations when exporting this Patented Product.
3. If Party C wishes to put this Patent into effect in mainland China, it shall apply for permission from the Investment Commission of the Ministry of Economic Affairs under the relevant provisions of the "Regulations Governing Permission of Investment and Technical Cooperation in the Mainland Area" and notify Party A accordingly.
4. If Party C wishes to assert rights in respect of this Patent or this Patented Product against a third party established under ROC law, it shall first obtain the written consent of Parties A and B.
5. Party C expressly acknowledges that this Patent is the result of research and development conducted by Party B with a government grant given to Party A and that Party C is the assignee of such R&D

output. In the event of circumstances as set out in the "Government Scientific and Technological Research and Development Results Ownership and Utilization Regulation," the competent government authority may require Party C to license this Patent to a third party for implementation or, where necessary, to declare this Patent national property. Party C agrees that should the aforesaid occur, it shall be held responsible for the same without involving Party A and Party B, and the price received by Party A shall not be returned to Party C.

Article 9: Duty of Confidentiality

1. Party C shall exercise due care and diligence as a good manager in the safekeeping of any non-public information coming to its knowledge or possession as a result of this Agreement, and shall take appropriate confidentiality measures and shall not divulge or deliver it to any third party without the prior written consent of Party A.
2. Party C shall take responsibility for requiring its employees, and its affiliates, distributors, agents, outsourced suppliers or other companies with whom it deals, and the employees of such parties ("Party C's related parties"), to comply with the confidentiality provisions of this Article. Any breach by a related party of Party C shall be deemed to be a contravention by Party C of this Article.

Article 10: Default Handling

1. If Party C fails to pay the price of the assignment within the time limit as stipulated in Article 3 of this Agreement, Party C shall pay a default penalty at the interest rate of five percent (5%) per annum on the total amount of the price for each day that the payment is overdue. If payment is not made within one month, Party A may terminate this Agreement on behalf of Party B. If Party A has received part of the price prior to the termination of this Agreement, such portion of the price received shall not be returned to Party C.
2. The total liability of Party A and Party B for compensation for breach of contract shall be capped at the total amount of the actual price

received by Party A from Party C under this Agreement at the time of the occurrence of the cause of liability.

3. If Party C fails to make the payment within the time limit mentioned above, Party A and Party B may not provide Party C with the requisite assistance.

Article 11: Modification of Agreement

This Agreement may be amended by written additions or deletions as agreed by the three Parties.

Article 12: Handling of Proceeds

The amount paid by Party C under this Agreement includes, but is not limited to, the transfer price in Article 3, the default penalty in Article 10 Paragraph 1, and all compensation or indemnity due to Party C's performance or breach of the Agreement. Party A and Party B shall allocate the proceeds in accordance with Party A's relevant regulations on the management of research and development results and technology transfer, without involving Party C.

Article 13: Governing Law and Dispute Resolution

1. This Agreement shall be construed and enforced in accordance with the laws of the ROC, and the Parties hereto agree to resolve any doubts or disputes arising out of or in connection with this Agreement in good faith.
2. In the event of a dispute arising out of or in relation to this Agreement, the three Parties agree that the Taiwan Hsinchu District Court shall be the exclusive court of first instance, but with the written consent of Party A, the dispute may be submitted to arbitration in Hsinchu and resolved pursuant to the nation's Arbitration Law.

Article 14: Contact Information

1. Notices or requests in connection with this Agreement shall be served

in writing on the following places and persons (hereinafter the "contact persons") and shall be deemed to have been served on the Parties when delivered to such contact persons:

Name of Party A's contact person: XXX

Title: XXX

Tel: (03) 5712121 ext. XXXXX

Fax: (03) 5131441

Address: Center for Industry-Academia Collaboration, No. 1001, Daxue Rd., East Dist., Hsinchu City

Name of Party B's contact person: XXX

Title: Professor

Tel: XXXXXX

Address: XXXXXX Department, No. 1001, Daxue Rd., East Dist., Hsinchu City

E-mail: XXXXXXXXX

Name of Party C's contact person: XXX

Title: XXXX

Tel: XXXXXX

Fax: XXXXXXXXXXXXX

Address: XXXXXXXXXXXXX

E-mail: XXXXXXXXXXXXX

2. If the contact person or contact details of any of the three Parties change, the other two Parties shall be notified in writing of the change and shall be advised of the update.

Article 15: Clause Headings and Validity of Part of the Provisions

1. The title of this Agreement and headings of each clause are provided for convenience of reading only, and the Parties shall not arbitrarily interpret, limit or affect the meaning contained herein.
2. If any part of the provisions of this Agreement is held to be invalid by law, the other provisions shall remain in force.

Article 16: Counterparts

This Agreement shall be executed in triplicate, one for each of the Parties hereto.

Signatory Parties:

Party A: National Yang Ming Chiao Tung University (Seal)

Representative: Lin Chi-hung (Signature)

Title: President

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

Unified Business No.: 87557573

Party B: XXX

(Signature)

Address: XXXX Department, National Yang Ming Chiao Tung University, No. 1001, Daxue Rd., East Dist., Hsinchu City

Party C: XXXXXXXX (Company Seal)

Representative: (Signature)

Title: XXXXXX

Address: XXXXXXXXXXXXXXX

Unified Business No.: XXXXXXXX

mm/dd/yyyy

Annex 1 Patent Assignment

1. List of Patent Assignments:

School Code	Patent Title	Country of Application	Certificate No.	Term of Patent	Project Source

Annex 2 Development Plan

Technology Development Timeline	Schedule 1	Estimated Time of Achievement
	Schedule 2	Estimated Time of Achievement
	Schedule 3	Estimated Time of Achievement
	Schedule 4	Estimated Time of Achievement
	Schedule 5	Estimated Time of Achievement
	Schedule 6	Estimated Time of Achievement
Expected Product Items		
Time-to-market	Product developed using this technology is expected to be available on the market within _____ years.	
Future Market Analysis		
Future Marketing Strategy		
Future Cost and Price Analysis		
Upgrading Investment Opportunities and Evaluation of Amounts		