

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.

Article 2 Research Content

The contents of the Research are described in the _____ Research Proposal (hereinafter referred to as the “Proposal”) in Attachment 1, which is part of this Agreement.

Article 3 Research Period

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

Article 4 Research Funding

1. The research funding of this Agreement is NT\$_____ (excluding business tax, hereinafter the same), as detailed in the Proposal.
2. The relevant taxes and handling fees arising from the performance of this Agreement shall be borne by Party B.

Article 5 Payment Method

Research funds shall be paid by Party B to Party A in installments in accordance with the following terms:

1. Within ____ days after this Agreement becomes effective, Party B

shall pay Party A _____.

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 _____.
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 _____.
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, Party A and the principal investigator shall deliver to Party B ____ copies of the interim research results of the Research.

- (2) Party A and the principal investigator 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 related funds shall be used in accordance with the research contents and items (including talent training scholarships or outstanding talent cultivation scholarships) as stated in the "Proposal".

Article 10 Expenditure Vouchers

Party A shall properly keep all the original expenditure vouchers related to the 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. 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. Unless otherwise agreed by both parties, the patents, copyrights, circuit layout rights, and other intellectual property rights that may be obtained by Party A and the principal investigator as a result of the research results of this Research shall be jointly owned equally between Party A and Party B (hereinafter referred to as "joint results"). The parties further agree that neither party shall institute criminal proceedings against the user under Article 13-1 of the Trade Secrets Act for the use, implementation, or licensing of the joint results by the other party (hereinafter referred to as the "user").
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.

3. Party B may apply to any relevant authority for the registration of patent or other intellectual property rights in respect of the joint result, provided that both parties are co-owners of the applied-for rights at the time of application or registration and that Party B is the representative. Party B shall bear all costs related to the application or registration or acquisition of rights and maintenance, and Party A and the principal investigator shall provide all necessary technical assistance. Party B shall notify or make two copies of the patent application related information (application date, application number, electronic file of patent specification, copy of patent certificate, registration of patent right authorization, extinguishment or revocation of patent right, etc.) jointly owned by both parties to Party A and Party A's principal investigator.
4. If Party B applies for patents, copyrights, circuit layout rights, and other intellectual property rights for the joint results, Party A's personnel who are listed in the application as the inventors or actual creators of the Research may apply to Party B in writing for rewards in the same manner as Party B's rewards for its employees at the time of signing the contract.
5. Unless otherwise agreed by both parties, one party shall not create a right of pledge, trust, or provide or authorize the use or implementation of the joint results to a third party without the written consent of the other party.
6. If Party A and Party B license or transfer the joint results to a third party for use or implementation, both parties agree to allocate the revenue from the license or transfer (e.g., contractual fee, royalty, derivative benefit, etc.) in the ratio of 60% for the promoting party and 40% for the other party.
7. Party B shall have the priority to accept such transfer if Party A wishes to transfer its share to a third party; Party A shall also have the

priority to accept such transfer if Party B wishes to transfer its share to a third party.

8. If Party B implements the relevant products or provides the relevant services produced by the joint results, Party B agrees to allocate to Party A a percentage of the total sales of such products or services each year during the sales period as a derivative benefit. Party B shall report the sales of the products produced by using the joint results and the proportion (00%) of the joint results to each product in the previous year by January 31 of each year, and calculate the derivative benefit; after Party A's approval, Party B shall pay it within 30 days.
9. If Party B abstains from applying to any relevant authority for registration of patent or other intellectual property rights for the joint results, or if Party B does not bear all the costs related to application or registration or acquisition of rights and maintenance, Party A shall bear all the costs itself and the resulting patent rights shall be exclusively owned by Party A. Party B shall sign a separate license agreement with Party A if it needs to use them.

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

1. In the event of any infringement of intellectual property rights by a third party, Party B shall notify Party A as soon as possible and both parties shall make every effort to carry out the necessary defense procedures to ensure the rights and interests. Party A shall not be liable to Party B and third parties for any infringement. However, if Party B is involved in litigation, Party A shall provide Party B with all of its relevant information, documents and items.
2. In the event that the patents, copyrights, circuit layout rights and other intellectual property rights arising from this Research are infringed, Party B shall immediately notify Party A when exercising its rights or filing a request for litigation, and Party A and the principal investigator shall assist Party B in taking protective actions or conducting legal proceedings to ensure the mutual rights and interests of both parties.

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 joint results are confidential information jointly owned by both parties and are not subject to the foregoing limitations. Either party may disclose the results of the use, implementation, or licensing of the results to a third party, but shall enter into a confidentiality agreement with such third party identical to or similar to this Article. In accordance with Article 12 of this Agreement, either party may also disclose the joint results to the agent who applied for registration and to the governmental agency that handled the registration in connection with the application for registration.
3. The obligations of either party under the first and second 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.
4. 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.

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 and Article 12, Paragraph 9.

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: _____