

Development of ○○○○

Development Contract (Template)

YYYY/MM/DD

Commissioning party: ○○○○ Co., Ltd. (hereinafter referred to as “Party A”); commissioned party: National Taipei University (hereinafter referred to as “Party B”). Both parties hereby agree to jointly sign this contract on the following terms:

Article 1 The validity period of this contract shall be from the date of signing to YYYY/MM/DD.

Article 2 To enhance the development technology of Party A with respect to ○○○○ and establish the independent analytical ability of Party A’s employees in both theory and practice to achieve the goal of independent development and design, Party A hereby commissions Party B to undertake the preliminary research and prototype design and development of the “○○○○” research and development project.

Article 3 The project commissioned to Party B:

1. Data collection related to ○○○○.
2. Analysis report of ○○○○: circuit design theory and method discussion.
3. Design and development of ○○○○:

Circuit 1 is a mixed signal ○○○○, including complete details of technical transformation and teaching

Circuit 2 is an analog ○○○○, including complete details of technical transformation and teaching

4. Detection: functional testing of the circuit and discussion of its method.

Article 4 Party B may request Party A to pay the remuneration in accordance with the following provisions:

1. Total contract price: **NT\$** ○○○○.
2. Payment method: This project is paid in three stages. After the completion of each stage’s verification, the Completion Certificate, R&D Progress Report

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Data, and receipt signed by both parties shall be attached to process the payment report:

- (1) Stage 1: Complete the commissioned cooperation plan (see Annex 1 for details) before YYYY/MM/DD. After completion of the review by Party A, 20% of the total price will be paid.
 - (2) Stage 2: Complete the midterm report (see Annex 1 for details) before YYYY/MM/DD. After completion of the review by Party A, 30% of the total price will be paid.
 - (3) Stage 3: Complete the summary report (see Annex 1 for details) before YYYY/MM/DD. After completion of the review and the education and training by Party A, 50% of the total price will be paid.
3. After the ○○○○ development plan is agreed upon by both parties, the expenses of the commissioned production of the finished product shall be borne by Party A.
4. Acceptance inspection conditions:
- (1) Delivery content: Design and simulation of ○○○○, relevant archives of ○○○○ development results.
 - (2) Test specification: Mainly based on the functional characteristics of the original replacement thick film circuit.
 - (3) Education and training:
 1. The training program includes consultation and explanation related to the research results, and is implemented based on the curriculum outline planned in the industry-academia cooperation plan approved by Party A.

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2. Provide one set of training materials to each trainee, and make a backup copy for Party A's approval. The expense of the materials shall be borne by Party B.
 3. The training course location is designated by Party A.
- (4) Progress report materials for the research and development stage:
1. Stage 1: Party B shall submit a cooperation plan (in the format shown in Annex 1), which shall be in triplicate in both paper and electronic format (CD). After it has been verified by Party A, Party B shall proceed with the second stage of the research and development project based on Party A's approval.
 2. Stage 2: Party B shall submit a midterm report (in the format shown in Annex 1), which shall be in triplicate in both paper and electronic format (CD). After it has been verified by Party A, Party B shall proceed with the third stage of the research and development project based on Party A's approval.
 3. Stage 3: Party B shall submit a summary report (in the format shown in Annex 1) and relevant files related to the research and development results, which shall be in triplicate in both paper and electronic format (CD). The development results must comply with the circuit analysis blueprint approved by Party A in the second stage.

Article 5 The written materials provided by Party B shall be mainly in Chinese. If they must be expressed in a foreign language, a Chinese translation shall be attached separately.

Article 6 Without the written authorization of Party A, Party B may not act on behalf of Party A for any legal action, and Party B agrees to prioritize the matters commissioned by Party A.

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- Article 7 This contract does not restrict Party B from serving as a business development consulting advisor for other companies or government agencies, but Party B promises to accept Party A's commission in accordance with this contract in cases of conflict of interest with Party A.
- Article 8 Party B promises and declares that it will handle the commissioned matters in accordance with laws and good faith.
- Article 9 All intellectual property rights arising from the performance of this contract by Party B shall belong to Party A, and Party B shall cooperate with Party A to complete all necessary application procedures. If Party B violates the intellectual property rights or other rights of others during the performance of this contract, it shall bear its own legal responsibility. If Party B damages the rights and interests of Party A as a result, Party B shall be liable within a maximum limit of the amount of the research funds (NT\$ 〇〇〇) received by Party A from Party B under Article 4, Paragraph 1 of this contract.
- Article 10 If Party B holds or becomes aware of business secrets or information of Party A that may have confidentiality obligations due to the performance of the contract, including but not limited to business plans, customer information, contract content, intellectual property rights, business opportunities, personnel information, and so on, Party B shall strictly abide by the confidentiality obligations and may not disclose or make them known to third parties without the written consent of Party A. Party B may not use the above information for its own or a third party's benefit.
- Article 11 If Party B violates any of the terms of this contract, Party A may terminate this contract. Party B shall be liable for damages suffered by Party A and any lost interests liable within a maximum limit of the contract price under Article 4, Paragraph 1 of this agreement.
- Article 12 The provisions of Articles 9, 10, and 11 of this contract shall not become invalid due to the termination of this contract.

Article 13 If there are any matters not covered in this contract, either party may submit a request for amendment. After both parties have officially signed it, the relevant provisions of the original contract shall become invalid.

Article 14 In case of any dispute arising from this contract, both parties shall first resolve it through friendly negotiation. If any litigation proceedings are initiated as a result, both parties agree that the Taiwan New Taipei District Court shall have jurisdiction as the court of first instance.

Article 15 This contract shall be made in two originals, with each party holding one original as proof. Two duplicates shall be held by the parties for receipt and use.

Contracting parties

Party A: ○○○○ Co., Ltd.

Address: ○○○○○○

Uniform invoice number : ○○○○○○

Representative: ○○○

Authorized signatory: ○○○

Party B: National Taipei University

Representative: Cheng-Chia Li

Address: No. 151, Daxue Rd., Sanxia Dist., New Taipei City

Telephone: ○○○○○○

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Fax: ○○○○○○

Project execution unit: ○○○○○○ Department (Institute, Center)

Principal investigator: Professor ○○○

Contact information:

YYYY/MM/DD