

「○○○○技術」

○○○○ Technology

技術授權合約書

Technology Authorization Contract

國立臺北大學(合約編號:○○-○○)

National Taipei University (Contract No.: ○○ - ○○)

○○○○公司

○○○○ Company

技術授權合約書

Technology Authorization Contract

國立臺北大學

(以下簡稱甲方)

National Taipei University

(hereinafter referred to as

Party A)

立合約書人：

Signed by:

○○○○公司

(以下簡稱乙方)

○○○○ Company

(hereinafter referred to

as Party B)

茲因甲方聘任之○○學系○○教授長期進行○○相關研究，業已產出技術成果，為落實該技術及加惠國內產業界，同意授權乙方於本合約授權地區實施該項技術，雙方同意本於誠信原則，協議下列條款，以為共同遵守：

Due to the long-term research related to ○○ conducted by Professor ○○ of the Department of ○○ hired by Party A, technology results have already been produced. In order to implement the technology and benefit domestic industries, Party B is hereby authorized to implement the technology in the authorized area of this contract. Both parties agree, based on the good faith principle, on the following terms for mutual compliance:

第一條：技術來源

Article 1: Technology sources

本項技術係由甲方聘任之○○學系○○教授長期進行○○相關研究之研究成果，其智慧財產權歸甲方所有。

This technology is the research result of Professor ○○ of the Department of ○○ hired by Party A for long-term research related to ○○, and the intellectual property rights belong to Party A.

第二條：技術授權方式

Article 2: Technology authorization method

非專屬授權

Non-exclusive authorization

一、技術名稱：「○○○○技術」（以下簡稱本授權技術）。

I. Technology name: “○○○○ Technology” (hereinafter referred to as “the Authorized Technology”).

二、技術內容：如附件一所示。

II. Technology content: As shown in Annex 1.

三、授權範圍：同意乙方使用、實施、修改、重製本授權技術，並同意乙方販賣使用或實施全部或一部本授權技術所製造或組裝之產品。

III. Authorization scope: Agree to Party B’s use, implementation, modification, and reproduction of the Authorized Technology, and agree to Party B’s sale, use, or implementation of all or part of the products manufactured or assembled using the Authorized Technology.

四、授權方式：簽約日起共計○年之非專屬授權。

IV. Authorization method: Non-exclusive authorization for a total of ○ years from the signing date.

五、授權區域：中華民國。

V. Authorized area: Republic of China (Taiwan).

專屬授權：甲方將第一條之研究成果授權乙方運用，授權條件如下：

Exclusive authorization: Party A authorizes Party B to use the research results mentioned in Article 1, with the following authorization conditions:

一、技術名稱：「○○○○技術」（以下簡稱本授權技術）。

I. Technology name: “○○○○ Technology” (hereinafter referred to as “the Authorized Technology”).

二、技術內容：如附件一所示。

II. Technology content: As shown in Annex 1.

三、授權範圍：同意乙方使用、實施、修改、重製本授權技術，並同意乙方販賣使用或實施全部或一部本授權技術所製造或組裝之產品。

III. Authorization scope: Agree to Party B's use, implementation, modification, and reproduction of the Authorized Technology, and agree to Party B's sale, use, or implementation of all or part of the products manufactured or assembled using the Authorized Technology.

四、授權方式：簽約日起共計○年之專屬授權。

IV. Authorization method: Exclusive authorization for a total of ○ years from the signing date.

五、授權區域：中華民國。

V. Authorized area: Republic of China (Taiwan).

第三條：技術授權與實施

Article 3: Technology authorization and implementation

一、資料交付：甲方應於本合約生效後○個月內將本授權技術資料交付予乙方，乙方應於○個月內完成驗收；甲方於交付資料時，應將所知使用到他人之智慧財產權之情形，同時告知乙方。

I. Data delivery: Party A shall deliver the Authorized Technology data to Party B within ○ months after this contract comes into effect, and Party B shall complete the acceptance inspection within ○ months. When delivering the data, Party A shall inform Party B of the use of the intellectual property rights of others that it knows of.

二、產品上市期限：乙方於本合約生效並完全取得甲方所交付的技術資料後，應於○年內完成應用本授權技術內容所製造之產品上市。如因特

殊原因須延後產出成品或停止開發計畫，應於合約期間屆滿前三個月書面通知甲方，經甲方同意後始得延長本合約。

- II. Product launch period: After this contract comes into effect and Party B has fully obtained the technology data delivered by Party A, Party B shall complete the launch of the products manufactured by applying the content of the Authorized Technology within ○ years. If, due to special reasons, the production of finished products needs to be postponed or the development plan needs to be stopped, a written notice shall be given to Party A three months before the expiration of the contract period. This contract may only be extended with the consent of Party A.

第四條：義務及責任

Article 4: Obligations and responsibilities

- 一、資料提供：甲方應於簽訂本契約書後○日內交付技術資料予乙方，並於交付技術資料予乙方後○日內提供乙方技術文件。乙方對本技術若要求甲方提供諮詢服務或人員訓練時，應支付技術服務費予甲方，諮詢服務之時間、地點、費用及方式等細節由雙方另行協議之。

- I. Information provision: Party A shall deliver the technology data to Party B within ○ days after signing this contract, and provide Party B with the technology documentation within ○ days after delivering the technology data to Party B. If Party B requests Party A to provide consulting services or personnel training for the technology, Party B shall pay Party A a technology service fee. The time, location, fee, and method of the consulting services shall be separately agreed upon by both parties.

- 二、保密責任：雙方對於有關本授權技術之未公開部分資料，應以密件處理。乙方應以善良管理人之注意，妥善保管因本契約而知悉或持有之本技術資料及其他相關資料，不得任意洩漏或交付任何第三人（含關係企業）或使第三人知悉。乙方僅得將技術資料揭露或交付予其內部開發

設計人員使用，如有必要揭露或交付予乙方公司以外之其他人員，或本合約當事人以外之第三人，應事先取得甲方之書面同意。乙方之關係企業、經銷商、代理商、外包廠商，以及此等廠商之受任人、受雇人、代表人、代理人或其他接受甲方所揭露或交付技術資料之人，如任意洩漏或交付本技術資料予任何第三人或使第三人知悉，視為乙方違約。縱因本合約終止或解除，乙方亦須負本條之保密責任，若有違反，應賠償甲方之損失。

- II. Confidentiality responsibility: Both parties shall treat the unpublished information related to the Authorized Technology as confidential. Party B shall exercise a duty of care toward the technology data and other related materials known or held as a result of this contract, and may not arbitrarily disclose or deliver them to any third party (including affiliated enterprises) or allow them access. Party B may only disclose or deliver the technology data to its internal development and design personnel for use. If it is necessary to disclose or deliver it to other personnel outside Party B's company, or to a third party outside of the parties to this contract, the written consent of Party A shall be obtained in advance. If the affiliated enterprises, distributors, agents, outsourcing manufacturers of Party B, as well as their employees, representatives, agents, or other persons who accept the technology data disclosed or delivered by Party A arbitrarily disclose or deliver technology data to any third party or make them aware of the technology data, it shall be deemed as Party B's breach of contract. Even if this contract is terminated or discontinued, Party B shall also bear the confidentiality responsibility of this article. If there is a violation, Party B shall compensate Party A for losses.

第五條：授權金及付款方式

Article 5: Authorization fee and payment method

一、授權金：共計新台幣○○萬，匯款手續費由乙方負擔，相關稅捐由甲乙雙方各自依當時稅法規定辦理。乙方應於合約生效後如以下分三階段給付授權金。

I. Authorization fee: A total of NT\$○○. The remittance fee shall be borne by Party B, and the relevant taxes shall be handled by both parties in accordance with the tax laws at that time. Party B shall pay the authorization fee in three stages after the contract takes effect.

1) 第一階段新台幣○○元於合約生效後 15 日內付清。

The first stage of NT\$○○ shall be paid in full within fifteen days after the contract takes effect.

2) 第二階段新台幣○○元於甲方交付技術資料及相關文件無誤後，15 日內付清。

The second stage of NT\$○○ shall be paid in full within fifteen days after Party A delivers the technology data and related documents without any errors.

3) 第三階段新台幣○○元經乙方依雙方訂定之驗收標準驗收無誤後，15 日內付清。

The third stage of NT\$○○ shall be paid in full within fifteen days after passing the acceptance inspection agreed upon by both parties by Party B.

二、付款方式：乙方應在本合約生效後，於本條第一款規定期限(遇例假日順延)內以現金或即期票據給付甲方。

II. Payment method: Party B shall pay Party A in cash or by sight draft within the period specified in the first paragraph of this article (extended in case of holidays) after this contract comes into effect.

第六條：智慧財產權之歸屬及侵權責任

Article 6: Ownership and infringement liability of intellectual property rights

一、甲乙雙方於本合約簽約前所擁有之智慧財產權各歸屬於各該方所有。

I. The intellectual property rights owned by both parties before the signing of this contract belong to each party.

二、本授權技術之技術資料及技術知識(Know-How)為甲方所擁有，甲方得再與第三者簽訂技術授權合約。

II. The technology data and know-how of the Authorized Technology are owned by Party A. Party A may sign a technology authorization contract with a third party.

三、本合約產出之研究成果及其專利權申請權、專利權、著作權或其他相關之智慧財產權為甲方(本校)所有。乙方(廠商)依本合約之規定給付合約經費後，甲方(本校)同意將前述權利移轉於乙方(廠商)所有。【本條款僅配合專屬授權使用】

III. The research results and patent application rights, patent rights, copyrights, or other related intellectual property rights produced by this contract belong to Party A (NTPU). After Party B (the manufacturer) pays the contract fees in accordance with the provisions of this contract, Party A (NTPU) agrees to transfer the aforementioned rights to Party B (the manufacturer) [This clause is only used in conjunction with exclusive authorization]

四、乙方在本合約中所有之權利義務，未經甲方之書面同意，不得讓與或轉授權予任何第三人。乙方若有違反，甲方得不經催告逕行終止本合約，並請求損害賠償。

IV. All rights and obligations of Party B in this contract may not be transferred or delegated to any third party without the written consent of Party A. In case of violation by Party B, Party A may terminate this contract without notice and request compensation for losses.

五、乙方將來若擬成立衍生公司負責本授權技術之開發工作，必須於 30 日前以書面通知甲方，經甲方同意以再授權或另行簽訂契約等方式處理後，方得將技術資料轉交衍生公司使用。

V. If Party B intends to establish a derivative company in the future to be responsible for the development of the Authorized Technology, it must notify Party A in writing thirty days in advance. After Party A agrees to handle it through re-authorization or signing a separate contract, Party B may transfer the technology data to the derivative company for use.

六、乙方利用本合約授權技術製造產品銷售之時，倘若遇有任何專利侵權行為致遭受第三人請求或被訴時，乙方應儘速通知甲方，並全力進行必要防禦程序，以確保有關權益。

VI. When Party B utilizes the technology authorized by this contract to manufacture products for sale, if there is any patent infringement that results in third-party requests or lawsuits, Party B shall promptly notify Party A and make every effort to carry out necessary defense procedures to ensure relevant rights and interests.

七、本合約倘有專利權被侵害應行主張權利或提起訴訟請求之情事時，乙方應立即通知甲方，以確保雙方共同之權益。

VII. If there is any infringement of patent rights in this contract, Party B shall immediately notify Party A to ensure the common rights and interests of both parties.

八、乙方因修改本授權技術而產生非甲方既有之技術或智慧財產權之技術，其智慧財產歸屬乙方。

VIII. If Party B modifies the Authorized Technology and generates technology that is not already owned by Party A or has intellectual property rights, the intellectual property belongs to Party B.

第七條：無擔保規定

Article 7: No guarantee provision

一、本授權技術係以合約簽訂時甲方所完成之技術狀態交付乙方。甲方擔保本授權技術為自行研發、無抄襲或仿冒之情事，且盡力協助乙方自行使用本授權技術，但不擔保本授權技術之可專利性、合用性及商品化之可能性。

I. The Authorized Technology is delivered to Party B in the technology state completed by Party A at the time of contract signing. Party A guarantees that the Authorized Technology is self-developed, without any plagiarism or imitation, and makes every effort to assist Party B in using the Authorized Technology on its own, but does not guarantee the patentability, commonality, or commodification of the Authorized Technology.

二、乙方依本合約所取得之所有技術資料之非公開部分應以密件處理，並自行以營業秘密之方式加以保護。

II. The non-public part of all technology data obtained by Party B under this contract shall be treated as confidential and protected by Party B in the form of business secrets.

三、本授權技術實施後所發生之侵害或被侵害情事，或乙方所生之一切損失，乙方均應自行負責，惟甲方將盡力協助乙方處理。

III. Party B shall be responsible for any infringement or damage caused by the implementation of the Authorized Technology, or for any losses incurred by Party B. However, Party A will do its best to assist Party B in handling the situation.

四、本合約之簽訂不可被解釋為，甲方保證或聲明使用本授權技術不會侵害任何第三人之智慧財產。

IV. The signing of this contract may not be interpreted as Party A's guarantee or declaration that the use of the Authorized Technology will not infringe on the intellectual property of any third party.

第八條：使用限制

Article 8: Restrictions on use

一、未獲得甲方事先書面同意，乙方不得於商業推廣時(如：廣告、產品/投資說明等)使用甲方及其所屬各單位相同或類似之名稱、標章、徽章、商標及其他符號。

I. Without the prior written consent of Party A, Party B may not use the same or a similar name, emblem, emblem, trademark, or other symbols of Party A and its affiliated units during commercial promotion (such as advertising, product/investment instructions, etc.).

二、乙方承諾輸出本產品時應遵守中華民國戰略性高科技產品出口管制相關之規定。

II. Party B promises to comply with the relevant regulations on strategic high-tech product export control of the Republic of China (Taiwan) when exporting this product.

三、乙方應負責要求其員工、及其關係企業、經銷商、代理商、外包廠商、或其他往來廠商、暨此等廠商之員工，均應遵守本條約定。如有違反情事，均視為乙方違反本條約定。

III. Party B shall be responsible for requiring its employees, its affiliated enterprises, distributors, agents, outsourcing manufacturers, or other affiliated manufacturers, as well as employees of such manufacturers, to comply with this contract. If there is any violation, it shall be deemed that Party B has violated this contract.

第九條：違約處理

Article 9: Handling of breach of contract

一、乙方未依本合約第五條規定於期限內繳付授權金者，每逾一日應另按總額之萬分之二計付遲延違約金。如逾一個月仍未付清，甲方得終止

本合約。

I. If Party B fails to pay the authorization fee within the deadline stipulated in Article 5 of this contract, Party B shall pay an additional penalty of 2/10,000 of the total amount for each day of delay. If the payment remains unpaid for more than one month, Party A may terminate this contract.

二、乙方若違反本合約第四條第二款、第六條第三款時，乙方除應支付總額新台幣五十萬元整之懲罰性違約金予甲方外，因違約所生之一切利益，均應歸入甲方所有。乙方若違反本合約其他條款，甲方得不經催告逕行終止本合約，並請求損害賠償。

II. If Party B violates Article 4, Paragraph 2, and Article 6, Paragraph 3 of this contract, in addition to paying a punitive penalty of NT\$500,000 to Party A, all benefits arising from the breach shall belong to Party A. If Party B violates other terms of this contract, Party A may terminate this contract without notice and request compensation for losses.

三、甲方所提供之技術資料及相關文件如無法通過雙方所議定的驗收標準，乙方得逕行終止本合約並請求甲方退還乙方所有已支付的費用。

III. If the technology data and related documents provided by Party A fail to meet the acceptance inspection standards agreed upon by both parties, Party B may terminate this contract and request Party A to refund all paid fees to Party B.

四、甲方依本合約或依法規定解除或終止合約時，毋須返還依本合約所收取之權利金及其他費用。

IV. When Party A terminates or discontinues the contract in accordance with this contract or legal provisions, it is not necessary to return the rights and other fees collected under this contract.

第十條：合約期間

Article 10: Contract period

本合約自甲、乙雙方簽署日起三年內有效，期間屆滿前三個月內乙方得以書面徵得甲方同意延展授權期限，每次延展授權期限為 0 年，延展授權之條件另議。但乙方於三年合約期限內完成應用本授權技術內容所製造之產品，於該產品範圍內，乙方得繼續使用本授權技術。

This contract shall be valid for three years from the date of signing by both parties. Within three months prior to the expiration of this period, Party B may obtain written consent from Party A to extend the authorization period. Each extension of the authorization period shall be for 0 years, and the conditions for extending the authorization shall be discussed separately. However, if Party B completes the application of the Authorized Technology content in the products manufactured within the three-year contract period, Party B may continue to use the Authorized Technology within the scope of the products.

第十一條：合約終止處理

Article 11: Handling of Contract Termination

本合約終止、解除或期間屆滿後，乙方應立即停止行使其對本授權技術所得行使之權利，並應立即將本授權技術資料及其影印本及手抄本返還甲方，但本契約終止或解除前運用本授權技術內容所製造完成之產品，乙方應以書面通知甲方其庫存品數量，經甲方確認後，得繼續販賣。

After the termination, cancellation, or expiration of this contract, Party B shall immediately cease exercising its rights to the Authorized Technology, and shall immediately return the data, photocopies, and manuscripts of the Authorized Technology to Party A. However, for products manufactured using the Authorized Technology before the termination or cancellation of this contract, Party B shall notify Party A in writing of the quantity of its inventory, and after confirmation by Party A, may continue to sell the products.

第十二條：合約修改

Article 12: Contract Amendment

一、本合約得經雙方同意以書面修改增訂，並應將經雙方簽署之書面附於本合約之後，作為本合約之一部分，並取代已修改增訂之原條文。

I. This contract may be modified or supplemented in writing with the consent of both parties, and the written form signed by both parties shall be attached to this contract as a part of it and replace the original provisions that have been modified or supplemented.

二、本合約未規定事宜應依民法相關規定辦理。

II. Matters not specified in this contract shall be handled in accordance with the relevant provisions of the Civil Code.

第十三條：合意管轄

Article 13: Agreed Jurisdiction

一、本合約應依中華民國之法律予以解釋及規範；雙方對於本合約、或因本合約而引起之疑義或糾紛，雙方同意依誠信原則解決之。

I. This contract shall be interpreted and regulated in accordance with the laws of the Republic of China (Taiwan); both parties agree to resolve any doubts or disputes arising from or in connection with this contract in good faith.

二、本合約如有爭議糾紛，經甲方同意後，得提付仲裁，並依我國仲裁法解決；涉訟時則雙方同意以臺灣板橋地方法院為第一審管轄法院。

II. If there are any disputes or disputes arising from this contract, with the consent of Party A, they may be submitted for arbitration and resolved in accordance with the Arbitration Law of the Republic of China (Taiwan). When a lawsuit is involved, both parties agree that the Banqiao District Court of Taiwan shall have jurisdiction as the court of first instance.

第十四條：聯絡方式

Article 14: Contact Information

一、本合約有關之通知或要求應以書面送達下列之處所及人員（以下簡稱「聯絡人」），經送達該聯絡人者，即視為已送達該方當事人：

I. Any notice or requirement related to this contract shall be delivered in writing to the following premises and personnel (hereinafter referred to as the "Contact Person"). If delivered to the Contact Person, it shall be deemed to have been delivered to the party:

甲方聯絡人姓名：林珮君

Name of Party A's contact person: Pei-Chun Lin

職稱：組員

Job title: Team Member

電話：(02)26748189 分機 66161

Tel: (02) 26748189 ext. 66161

傳真：(02)86718012

Fax: (02) 86718012

地址：新北市三峽區大學路 151 號國立臺北大學研發處
綜企組

Address: Planning and Administration Section, ORD,
National Taipei University, No. 151, Daxue Rd.,
Sanxia Dist., New Taipei City

E-Mail : dapei@gm.ntpu.edu.tw

乙方聯絡人姓名：

Name of Party B's contact person:

職稱：

Job title:

電話：

Phone:

傳真：

Fax:

地址：

Address:

E-Mail：

Email：

二、雙方聯絡人或聯絡資料有所更動時，應以書面通知其他二方，並告知更新內容。

II. When there is any change in the Contact Person or contact information of either party, such party shall notify the other party in writing and inform the other party of the updated content.

第十五條：合約份數

Article 15: Number of contract copies

本合約書正本壹式兩份副本壹式兩份，由甲乙雙方各執正本一份及副本一份為憑。

This contract is made in two originals and two duplicates, with each party holding one original and one duplicate.

簽約人：

Signed by:

甲方：國立臺北大學

(學校印信)

Party A: National Taipei University (school seal)

代表人：李承嘉

(簽章)

Representative: Cheng-Chia Li (signature and seal)

職稱：校長

Job title: President

地址：新北市三峽區大學路 151 號

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

統一編號：10617383

Uniform invoice number: 10617383

乙方：○○○○公司

(公司印信)

Party B: Company (company seal)

代表人：

(簽章)

Representative: (signature and seal)

職 稱：

Job title:

地 址：

Address:

公司統一編號：

Company uniform invoice number:

中 華 民 國○○ 年 ○○ 月 ○○ 日

YYYY/MM/DD