

國立臺北大學產學合作計畫合約書 (Template)

National Taipei University Contract for Industry-Academia Collaboration (Template)

立約人國立臺北大學（以下稱「甲方」）暨○○股份有限公司（以下稱「乙方」）。緣  
甲乙雙方為進行研究計畫，特立本合約，並同意議定條件如下：

Contracting parties: National Taipei University (hereinafter referred to as “Party A”) and  
○○○○ Co., Ltd. (hereinafter referred to as “Party B”). For the purpose of conducting research  
projects, Party A and Party B hereby sign this contract and agree to the following conditions:

第1條. 雙方合意

Article 1 Agreement of both parties

乙方特此同意委託甲方及計畫主持人與共同主持人執行「○○○」研究（以下稱  
「本研究」），甲方、計畫主持人與共同主持人同意受託，依本合約之規定，執  
行本研究。

Party B hereby agrees to commission Party A, the PI, and the Co-PI to carry out the  
“○○○” research (hereinafter referred to as “this Research”). Party A, the PI, and the Co-  
PI agree to be commissioned to carry out this Research in accordance with the  
provisions of this contract.

第2條. 研究內容

Article 2 Research content

本研究內容如附件一「○○○○」研究計畫書（以下稱「計畫書」），該計畫書為本  
合約之一部份。

The content of this Research is attached as Annex 1, the “○○○○” Research Plan  
(hereinafter referred to as “the Plan”), which is a part of this contract.

第3條. 研究期間

Article 3 Execution period

本研究之執行期間始自民國○○年○月○日起至民國○○年○月○日止。

The execution period of this plan starts from yyyy/mm/dd to yyyy/mm/dd.

第4條. 研究經費

Article 4 Research funding

- 1、 本研究經費總計新台幣（以下同）○○○元整（不含營業稅，下同），其細目如計畫書。

The total funding for this Plan is ○○○ New Taiwan dollars (excluding business tax, hereinafter the same). The details are shown in the Plan.

- 2、 因本契約之履行所衍生之相關稅賦，概由乙方負擔。

The relevant taxes arising from the performance of this contract shall be borne by Party B.

第5條. 付款辦法

Article 5 Payment

研究費用應依下列條件，由乙方分期支付甲方：

The research project expenses shall be paid by Party B to Party A in installments in accordance with the following conditions:

- 1、 本合約經雙方簽署生效後十五日內，支付陸拾肆萬元整。

Within fifteen days after this contract is signed by both parties and takes effect, NT\$ six hundred and forty thousand shall be paid.

- 2、 甲方交付乙方期中研究成果，經乙方審核認可後十五日內支付甲方肆拾捌萬元整。

Party A shall submit the mid-term research results to Party B, and shall pay Party A four hundred and eighty thousand New Taiwan dollars within fifteen days after it is verified by Party B.

- 3、 甲方交付乙方期末總研究成果，經乙方審核認可後十五日內支付甲方肆拾捌

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萬元整。

Party A shall deliver the final research results to Party B, and shall pay Party A four hundred and eighty thousand New Taiwan dollars within fifteen days after it is verified by Party B.

- 4、 甲方應於本合約生效時及交付乙方各期研究報告時，將其自行收納款項統一收據交付乙方，以憑付款。

Party A shall, upon the effective date of this contract and upon delivery of each research report to Party B, provide a uniform invoice to Party B for the money collected by Party A.

第6條. 研究進度

Article 6 Research progress

- 1、 甲方及計畫主持人與共同主持人應依計畫書規定之進度，進行本研究。

Party A, the PI, and the Co-PI shall conduct this Research in accordance with the progress specified in the Plan.

- 2、 乙方得視需要要求甲方及計畫主持人與共同主持人，就本研究之進度提出口頭報告及相關資料。口頭報告及相關資料之內容應足以使乙方確實了解本研究之進度。口頭報告之地點由乙方決定。

Party B may, as necessary, request Party A, the PI, and the Co-PI to provide verbal reports and relevant documents on the progress of this Research. The content of the verbal report and related materials should be sufficient to enable Party B to truly understand the progress of this Research. The location of the verbal reporting shall be determined by Party B.

- 3、 乙方得視需要指派人員至甲方，了解甲方執行本研究之情形。甲方及計畫主持人與共同主持人、甲方參與本研究之人員對該人員應提供一切必要之協助。

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Party B may dispatch personnel to Party A as necessary to understand the situation of Party A's execution of this Research. Party A, the PI, the Co-PI, and the personnel participating in this Research shall provide all necessary assistance to the personnel.

第7條. 研究成果

Article 7 Research findings

一、 甲方及計畫主持人與共同主持人應依計畫書之規定期間繳交研究成果。計畫書未有規定者依下列方式為之。

Party A, the PI, and the Co-PI shall submit the research results within the specified period in the Plan. If there are no provisions in the Plan, the following methods shall be followed.

(1) 甲方及計畫主持人與共同主持人應於第三條所載之研究期間之始日起七個月內，交付乙方乙份有關本研究之期中研究成果報告。

Party A, the PI, and the Co-PI shall deliver to Party B a mid-term research report within seven months from the beginning of the research period specified in Article 3.

(2) 甲方及計畫主持人與共同主持人應於第三條所載之研究期間屆滿後一個月內，交付乙方乙份有關本研究之期末研究成果報告。

Party A, the PI, and the Co-PI shall deliver a final research report to Party B within one month after the expiration of the research period specified in Article 3.

二、 研究報告之形式應依乙方之要求辦理。

The form of the research report shall be handled according to the requirements of Party B.

第8條. 諮詢講解

**Article 8 Consultation and explanation**

本研究執行期間，甲方及計畫主持人與共同主持人應依乙方之要求，至乙方指定之處所，提供其研究成果有關之諮詢講解。諮詢講解之時間不得少於乙方實際需要之二十小時時間。但計畫書另有約定者，依其約定。

During the implementation of this Research, Party A, the PI, and the Co-PI shall, at the request of Party B, provide consultation and explanation related to their research results at the location designated by Party B. The consultation and explanation time shall not be less than the actual twenty hours required by Party B. However, if there are other provisions in the Plan, such provisions shall prevail.

**第9條. 費用動支****Article 9 Expenses**

甲方應將研究費用單獨設帳，並依計畫書所載之研究費用預算科目動支研究費用。

Party A shall establish a separate account for the research expenses and allocate the research expenses according to the budget items of the research expenses stated in the Plan.

**第10條. 支出憑證****Article 10 Expense voucher**

甲方應妥善保存有關本研究之所有支出原始憑證。乙方得隨時派員查核、影印及抄錄前述憑證。甲方對乙方派遣之人員應提供一切必要之協助。但甲方依審計法第三十六條之規定已將有關研究之所有支出原始憑證按期送審計部查核者，不在此限。

Party A shall properly keep all original vouchers related to the expenses of this Research. Party B may dispatch personnel to inspect, photocopy, and copy the aforementioned documents at any time. Party A shall provide all necessary assistance to

the personnel dispatched by Party B. However, this restriction shall not apply if Party A has submitted all the original vouchers of the relevant research expenses to the Audit Department for audit on schedule in accordance with Article 36 of the Audit Act.

第11條. 設備借貸

Article 11 Equipment borrowing

- 1、 甲方及計畫主持人與共同主持人因執行本計畫之研究工作，於必要得要求借用乙方之有關設備。乙方於不影響其正常運作之情形下，不得拒絕。惟甲方限於執行本研究有關之工作時，始得使用借用物。

Party A, the PI, and the Co-PI may request the borrowing of the relevant equipment of Party B when necessary for the purpose of carrying out the research work of this project. Party B may not refuse if the request does not affect its normal operations. Party A may use the borrowed materials only when carrying out work related to this Research.

- 2、 甲方及計畫主持人與共同主持人應以善良管理人之注意，保管借用物。借用物之往返運送、運費及其產險均由甲方負擔。

Party A, the PI, and the Co-PI shall exercise a duty of care toward the borrowed items. The round-trip transportation, freight, and property insurance of the borrowed goods shall be borne by Party A.

第12條. 智慧財產權

Article 12 Intellectual property rights

- 1、 甲方及計畫主持人與共同主持人因執行本研究所產出研發成果及內容（包括但不限於期中研究成果、期末總研究成果以及本研究產生或獲得之資料或數據等）或可能獲得之專利權、著作權、電路布局權及其他智慧財產權（以下簡稱「智慧財產權」）皆歸甲乙雙方共同擁有。

The research and development results and content (including but not limited to

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interim research results, final research results, and materials or data generated or obtained by this research), as well as patent rights, copyrights, circuit layout rights, and other intellectual property rights (hereinafter referred to as “Intellectual Property Rights”) that Party A, the PI, and the Co-PI may acquire as a result of the implementation of this Research, are jointly owned by Party A and Party B.

- 2、 甲方及計畫主持人與共同主持人不得自行將上項智慧財產權向任何機關申請專利權、著作權或其他智慧財產權之註冊登記。惟取得乙方同意或乙方放棄申請註冊時，不在此限。

Party A, the PI, and the Co-PI may not apply for the registration of patent rights, copyrights, or other intellectual property rights for the aforementioned Intellectual Property Rights to any authority by themselves. Only after obtaining the consent of Party B or Party B waives its right to apply for registration shall this restriction not apply.

- 3、 乙方得將第一項智慧財產權向任何有關機關申請專利或其他智慧財產權之註冊登記，惟申請或登記時甲乙雙方須同為申請權共有人，且以乙方為代表人，並由乙方負擔所有申請或登記或取得權利之相關費用，甲方及計畫主持人與共同主持人則提供一切必要之協助。

Party B may apply to any relevant authority for the registration of patents or other Intellectual Property Rights described in the first paragraph. However, at the time of application or registration, both parties shall be co-owners of the application rights, and Party B shall be the representative. Party B shall bear all relevant expenses for the application, registration or acquisition of rights. Party A, the PI, and the Co-PI shall provide all necessary assistance.

- 4、 若乙方放棄將第一項智慧財產權向任何有關機關申請專利或其他智慧財產權之註冊登記，或乙方不負擔所有申請或登記或取得權利之相關費用者，甲方

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得自行為之及負擔所有費用，惟申請或登記時甲乙雙方仍須同為申請權共有人，但改以甲方為代表人，乙方應提供一切必要之協助，例如：提供共有人之證明文件。

If Party B waives the registration of patents or other intellectual property rights for the Intellectual Property Rights described in the first paragraph with any relevant authority, or if Party B does not bear all the expenses related to the application, registration, or acquisition of the right, Party A may do so on its own and bear all the expenses. However, even in this situation, both Party A and Party B shall still be co-owners of the application right at the time of application or registration, but Party A shall be the representative while Party B shall provide all necessary assistance (for example: provide proof of co-ownership).

- 5、 甲乙雙方同意，得自行使用本計畫之研發成果及智慧財產權。乙方得於乙方相關之產品之開發、產製及銷售範圍內使用之，甲方得在甲方教學及研究範圍內使用之。

Both parties agree they may use the research and development results and the Intellectual Property Rights of this project on their own. Party B may use it for the development, production, and sale of products related to Party B, and Party A may use it for the teaching and research of Party A.

- 6、 本計畫之研發成果及智慧財產權以授權、讓與或任何方式交由第三人使用者，應經雙方同意；惟任一當事人若無正當理由，不得拒絕。

**The research and development results and intellectual property rights of this Plan may be authorized, transferred, or in any way handed over to a third party for use only upon agreement by both parties. However, neither party may refuse without justifiable reasons.**

- 7、 甲乙雙方將智慧財產權申請專利權、著作權、電路布局權及其他智慧財產權



時，於申請書中明列發明人或實際創作人為甲方參與本研究之人員。前述人員名單應於期末研究成果報告時提出予乙方。

When applying for patent rights, copyrights, circuit layout right, and other intellectual property rights for the Intellectual Property Rights, Party A and Party B shall specify in the application that the inventor or actual creator is Party A's personnel participating in this research. The list of the aforementioned personnel shall be submitted to Party B during the final research report.

第13條. 擔保責任

Article 13 Guarantee liability

- 1、除本契約有明文約定者外，甲方不負任何擔保責任，包括不擔保本研究所生成果之合用性、可專利性或商品化之可能性。

Except as expressly provided in this contract, Party A shall not be liable for any guarantee. In particular, there is no guarantee of the applicability, patentability, or commercialization of the results generated by this Research.

- 2、甲方及計畫主持人與共同主持人擔保本研究有關之資料文件完全係由其自行研究發展所得，並無任何抄襲或仿冒之情事。

Party A, the PI, and the Co-PI guarantee that the information and documents related to this Research are entirely obtained through their own research and development, and there are no instances of plagiarism or imitation.

第14條. 侵權責任

Article 14 Tort liability

- 一、乙方使用本研究所產出之專利權、著作權、電路布局權及其他智慧財產權之時，倘遇有任何智慧財產權侵權行為致遭受第三人請求、提起侵害著作權或其他權利控訴情事時，乙方應儘速通知甲方，雙方並全力進行必要防禦程序，以確保有關權益。若乙方因而涉訟時，甲方及計畫主持人與共同主持人

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應提供乙方其所有之相關資料文件及物品，以利乙方進行侵權訴訟或相關協商事宜。乙方因利用本研發成果所生之侵權情事，甲方基於共有人地位而負責之內容及範圍，以依本約第四條第一項甲方自乙方所受領本研究經費○○○元整為上限。

When Party B uses the patent rights, copyrights, circuit layout rights, and other intellectual property rights produced by this Research, in case any infringement of intellectual property rights occurs, resulting in a claim by a third party (i.e., a claim of copyright infringement or infringement of other rights), Party B shall notify Party A as soon as possible, and both parties shall make every effort to carry out necessary defense procedures to ensure relevant rights and interests. If Party B is involved in a lawsuit as a result, Party A, the PI, and the Co-PI shall provide Party B with all relevant information, documents, and items to facilitate Party B's infringement litigation or related negotiations. **In the event of infringement caused by the use of the research and development results by Party B, the content and scope of Party A's liability based on its status as a co-owner is the research funding received by Party A from Party B (in accordance with Article 4, Paragraph 1 of this contract, it is ○○○ New Taiwan dollars).**

二、因本研究所產出之專利權、著作權、電路佈局權及其他智慧財產權被侵害，乙方行使主張權利或提起訴訟請求時，應立即通知甲方，甲方及計畫主持人與共同主持人應協助乙方採取保全行動或法律程序之進行，以確保雙方共同之權益。

If the patent rights, copyrights, circuit layout rights, and other intellectual property rights produced by this Research are infringed upon by others, Party B shall immediately notify Party A when exercising the right to claim or filing a lawsuit,

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and Party A, the PI, and Co-PI shall assist Party B in taking preservation actions or legal procedures to ensure the common rights and interests of both parties.

第15條. 保密責任

Article 15 Confidentiality responsibility

甲乙雙方及計畫主持人與共同主持人因執行本研究而知悉或持有之任何資料文件，非經雙方事先書面同意，不得洩露或交付予參與本研究之人員以外之任何第三人，本合約期限屆滿或終止、解除後三年內亦同。雙方及計畫主持人與共同主持人應負責要求其參與本研究之人員遵守本條之規定。如有任一方或其參與本研究之人員違反本條之規定者，應負責賠償他方因此所受之損害。

Without the prior written consent of both parties, Party A, Party B, the PI, and the Co-PI are all prohibited from disclosing or delivering any information or documents known or held by them as a result of the execution of this Research to any third party other than the personnel participating in this Research. The same shall continue to apply for three years after the expiration, termination, or discontinuation of this contract. Both parties, the PI, and the Co-PI shall be responsible for requiring their participants in this Research to comply with the provisions of this article. If either party or their personnel participating in this Research violate the provisions of this article, they shall be responsible for compensating the other party for any damages suffered as a result.

第16條. 成果發表

Article 16 Publication of results

1、 甲方及計畫主持人與共同主持人得將其在本研究中之研究成果公開發表之，但以不妨礙雙方取得智慧財產權以及乙方商業利益為前提，並應於事前得到乙方書面之同意。

Party A, the PI, and the Co-PI may publicly publish their research results in this Research, provided that they do not hinder either party from obtaining intellectual

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property rights and Party B from obtaining commercial interests, and that written consent shall be obtained from Party B in advance.

2、 乙方無正當理由時，不得拒絕給予前項同意。

Without justifiable reasons, Party B may not refuse to give the consent mentioned in the preceding paragraph.

第17條. 研究限制

Article 17 Research limitations

非經乙方事前書面同意，於本研究之研究期間內，甲方、計畫主持人與共同主持人及甲方參與本研究之人員不得為第三人從事與本研究內容相同之工作。

During the research period of this Research, without the prior written consent of Party B, Party A, the PI, the Co-PI, and personnel participating in this Research may not engage in work similar to the content of this Research for any third party.

第18條. 權利義務轉讓

Article 18 Transfer of rights and obligations

甲乙雙方在本合約中之權利及義務，非經雙方事前書面同意，不得轉讓予任何第三人。

The rights and obligations of Party A and Party B in this contract may not be transferred to any third party without the prior written consent of both parties.

第19條. 計畫變更

Article 19 Plan Modification

一、甲乙雙方認為有必要時，得變更本計畫的內容。但研究進度和研究費用應由甲乙雙方協議合理調整之。協議不成時，任一方均得以書面通知他方終止本合約，而無需負擔損害賠償責任。於此情況下，乙方不得要求甲方返還其已支用之研究費用；但甲方應於本合約終止後，將其受領自乙方之研究費用中未支用之部份，無息返還乙方。

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Both parties may modify the content of this Plan when deemed necessary. However, the research progress and research costs shall be reasonably adjusted by mutual agreement between Party A and Party B. If an agreement cannot be reached, either party may terminate this contract by giving written notice to the other party without being liable for damages. In this case, Party B may not request Party A to return the research expenses already spent. However, after the termination of this contract, Party A shall return the unused portion of the research expenses received from Party B without interest to Party B.

第20條. 終止契約

Article 20 Termination of contract

- 1、 本合約中任一方當事人不履行本合約或不依本合約履行時，他方得以書面通知其於十五日內改正。逾期未能改正者，他方得另以書面通知終止本合約。  
If either party fails to perform this contract or fails to comply with this contract, the other party may notify them in writing to make corrections within fifteen days. If a party fails to make corrections within the deadline, the other party may terminate this contract by giving a written notice.
- 2、 本合約因前項約定經甲方終止後，甲方得沒收其已受領自乙方之研究費用。但甲方不得另行要求乙方賠償損害。  
After the termination of this contract by Party A due to the provisions of the preceding paragraph, Party A may confiscate the research expenses already received from Party B. However, Party A may not separately demand compensation from Party B for damages.
- 3、 本合約因第一項約定經乙方終止後，甲方應將其受領自乙方之研究費用中未支用之部份，無息返還乙方。乙方並得停止支付其應支付之研究費用。

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After the termination of this contract by Party B due to the provision in the first paragraph, Party A shall return the unused portion of the research expenses received from Party B without interest to Party B. Party B may also stop paying the research expenses that it should pay.

- 4、任一方若認為本研究之繼續執行不能達到預期之目的，得隨時終止本合約。惟於此情況下，應於三十日前以書面通知另一方終止契約。甲方應於本合約終止後，將其受領自乙方之研究費用中未支用之部份，無息返還乙方；但乙方不得要求甲方返還其已支用之研究費用。

Either party may terminate this contract at any time if they believe that the continuation of this Research cannot achieve the expected purpose. In that case, the contract shall be terminated by giving written notice to the other party thirty days in advance. After the termination of this contract, Party A shall return the unused portion of the research expenses received from Party B without interest to Party B; however, Party B may not require Party A to return the research expenses already spent.

- 5、本合約終止或解除後，於計畫執行過程所產生之研發成果或智慧財產權，仍應適用本契約第十二條規定。任何人均應尊重甲乙之智慧財產權，非經甲乙雙方事前書面同意，不得任意使用本研究之內容（包括但不限於本研究之期中研究成果、期末總研究成果以及本研究產生或獲得之資料或數據等）。

After the termination or discontinuation of this contract, the research and development results or the Intellectual Property Rights generated during the execution of the Plan shall still be subject to the provisions of Article 12 of this contract. Everyone shall respect the intellectual property rights of Party A and Party B, and may not use the content of this Research without the prior written consent of both parties (including but not limited to the mid-term research results,

final total research results, and materials or data generated or obtained from this Research).

第21條. 不可抗力

Article 21 Force majeure

因水災、火災、風災、地震或其他不可歸責於一方當事人之事由，致其不能履行本合約或不能依照本合約履行者，該當事人免向他人負給付義務或不負遲延責任。

If one party is unable to perform this contract or cannot perform it in accordance with its terms due to floods, fires, storms, earthquakes, or other reasons not attributable to such party, such party shall not be liable for payment or delayed performance.

第22條. 文件交付

Article 22 Document delivery

本合約終止或解除後，甲方及計畫主持人與共同主持人應立即將因本研究所產生有關之文件資料、雛型機及其他物品交付乙方。

After the termination or discontinuation of this contract, Party A, the PI, and the Co-PI shall immediately deliver the relevant documents, prototypes, and other items generated by this Research to Party B.

第23條. 生效日期

Article 23 Effective date

1、 本合約經雙方依法簽章後，自第三條所載研究期間之始日起生效。

This contract shall come into effect from the beginning of the research period specified in Article 3 after being signed and sealed by both parties in accordance with the law.

2、 甲方在本合約下列條款中之責任不因本合約終止或解除而免除：第十條、第十二條、第十三條、第十四條、第十五條及第十八條。

Revised on March 15, 2022

The responsibilities of Party A in the following clauses of this contract shall not be exempted due to the termination or discontinuation of this contract: Article 10, Article 12, Article 13, Article 14, Article 15, and Article 18.

第24條. 合意管轄

Article 24 Agreement on jurisdiction

若因本合約而涉訟時，甲乙雙方特此同意以臺灣新北地方法院為第一審管轄法院。

In case of any litigation arising from this contract, both parties hereby agree that the New Taipei District Court of Taiwan will be the court of first instance.

第25條. 完整合意

Article 25 Entire agreement

1、 本合約及其附件構成雙方對本案完整之合意。任何於本合約簽訂前，經雙方協議但未記載於本合約或其附件之事項，對雙方皆無拘束力。

This contract and its annexes constitute the entire agreement of both parties regarding this case. Any matter agreed upon by both parties before the signing of this contract but not recorded in this contract or its Annexes shall have no binding force on either party.

2、 附件之效力與本合約同，但兩者有抵觸時，以本合約為準。

The validity of the annexes is the same as that of this contract, but in case of any conflict between the two, this contract shall prevail.

3、 本合約得經雙方同意修改增訂之。

This contract may be amended or supplemented by mutual agreement.

4、 本合約任一條文或部份條文若經法院判決無效，並不影響其他條文之效力。

If any provision or part of this contract is rendered invalid by a court judgment, it shall not affect the validity of other provisions.



第26條. 契約份數

Article 26 Number of contract copies

本合約壹式正本四份，副本三份，由甲乙雙方及計畫主持人與共同主持人各執正本一份，副本由甲方存執二份，乙方存執一份為憑。

This contract is made in four originals and three copies, with each party, the PI, and the Co-PI holding one original. Party A holds two copies, and Party B holds one copy as proof.

立約人：

Contracting parties:

甲方：國立臺北大學

Party A: National Taipei University

代表人：李承嘉

Representative: Cheng-Chia Li

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

計畫執行單位：○○○○系（所、中心）

Plan Execution Unit: Department (Institute, Center) of ○○○○

計畫主持人：○○○教授

PI: Professor ○○○

聯絡電話：

Contact number:

乙方：○○○○有限公司

Party B: ○○○○ Co., Ltd.

代表人：

Representative:

職稱：

Job title:

地址：

Address:

統一編號：

Uniform invoice number:

中 華 民 國 年 月

YYYY/MM/DD