

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

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:

Article 1 Agreement of both parties

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.

Article 2 Research content

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.

Article 3 Execution period

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

Article 4 Research funding

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

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

Article 5 Payment

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

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

2. 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. 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. 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.

Article 6 Research progress

1. Party A, the PI, and the Co-PI shall conduct this Research in accordance with the progress specified in the Plan.
2. 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. 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.

Article 7 Research findings

1. 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) 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) 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 2.
2. The form of the research report shall be handled according to the requirements of Party B.

Article 8 Consultation and explanation

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.

Article 9 Expenses

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.

Article 10 Expense voucher

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.

Article 11 Equipment borrowing

1. Party A, the PI, and the Co-PI shall 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. 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.

#### Article 12 Intellectual property rights

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

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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. 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. **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. 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.

#### Article 13 Guarantee liability

1. 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. 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.

#### Article 14 Tort liability

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1. 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).**
2. 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, 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.

#### Article 15 Confidentiality responsibility

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.

Article 16 Publication of results

1. 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 property rights and Party B from obtaining commercial interests, and that written consent shall be obtained from Party B in advance.
2. Without justifiable reasons, Party B may not refuse to give the consent mentioned in the preceding paragraph.

Article 17 Research limitations

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.

Article 18 Transfer of rights and obligations

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.

Article 19 Plan Modification

1. 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.

Article 20 Termination of contract

1. 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. 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. 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. 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. 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).

Article 21 Force majeure

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.

Article 22 Document delivery

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.

Article 23 Effective date

1. 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. 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.

Article 24 Agreement on jurisdiction

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.

Article 25 Entire agreement

1. 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. 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. This contract may be amended or supplemented by mutual agreement.
4. If any provision or part of this contract is rendered invalid by a court judgment, it shall not affect the validity of other provisions.

Article 26 Number of contract copies

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.

Contracting parties:

Party A: National Taipei University

Representative: Cheng-Chia Li

Job title: President

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

Uniform invoice number: 10617383

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

PI: Professor ○○○

Contact number:

Party B: ○○○○ Co., Ltd.

Representative:

Job title:

Address:

Uniform invoice number:

YYYY/MM/DD