

# NATIONAL CHUNG HSING UNIVERSITY

## Directives for the Management of Research and Development Outcomes

- February 27, 2003—Approved by the Intellectual Property Rights Committee at its 1<sup>st</sup> meeting of Academic Year 2002–03
- January 11, 2007—Amended and approved by the Intellectual Property Rights Committee at its 2<sup>nd</sup> meeting of Academic Year 2006–07
- June 27, 2008—Amended and approved by the Intellectual Property Rights Committee at its 2<sup>nd</sup> meeting of Academic Year 2007–08
- July 22, 2010—Amended and approved by the Legal and Intellectual Property Committee at its 1<sup>st</sup> meeting of Academic Year 2009–10
- December 13, 2012—Amended and approved by the Legal and Intellectual Property Committee at its 1<sup>st</sup> meeting of Academic Year 2012–13
- July 15, 2014—Amended and approved by the Legal and Intellectual Property Committee at its 2<sup>nd</sup> meeting of Academic Year 2013–14
- January 15, 2015—Amended and approved by the Intellectual Property and Technology Transfer Committee at its 1<sup>st</sup> meeting of Academic Year 2014–15
- May 18, 2015—Amended and approved by the Intellectual Property and Technology Transfer Committee at its 2<sup>nd</sup> meeting of Academic Year 2014–15
- June 15, 2016—(Articles 2 through 13) amended and approved by the 400<sup>th</sup> Administrative Meeting
- February 15, 2017—(Articles 2, 3, 7, 8, 10, 11, and 13) amended and approved by the 405<sup>th</sup> Administrative Meeting
- October 18, 2017—(Article 10) amended and approved by the 410<sup>th</sup> Administrative Meeting
- May 23, 2018—(Article 10) amended and approved by the 415<sup>th</sup> Administrative Meeting
- June 16, 2021—(Articles 2, 3, 5, 10, and 13) amended and approved by the 441<sup>st</sup> Administrative Meeting
- November 24, 2021—(Articles 7 and 10) amended and approved by the 444<sup>th</sup> Administrative Meeting**

- Article 1 National Chung Hsing University (hereinafter, NCHU or “the University”) has formulated the *Directives for the Management of Research and Development Outcomes* (“the Directives”) in accordance with Article 9 of the University’s *Regulations Governing the Management and Utilization of Research and Development Outcomes*.
- Article 2 R&D personnel may file applications for patents and plant variety rights (collectively, “IP rights”) derived from NCHU research and development outcomes (“R&D outcomes”) with the approval of the University. The Academia-Industry Collaboration Center–Patent and Technology Transfer Division (“the Division”) shall be in charge of handling IP rights applications, reviews, maintenance, transfers, and relinquishment in accordance with the provisions stipulated herein.
- Article 3 The application procedures for IP rights derived from NCHU R&D outcomes are as follows:
1. R&D teams wishing to apply for a patent shall select a representative from among themselves to fill out and submit an NCHU Faculty and Research Fellow Patent Application (Appendix I).
  2. R&D teams wishing to apply for plant variety rights shall select a representative from among themselves to fill out and submit an NCHU Faculty and Research Fellow Plant Variety Rights Application (Appendix II).
  3. The R&D representative shall fill out the aforementioned application in detail and then submit it together with all required supporting documents to the Division for processing. An official IP rights application may only be filed following approval by the University.
  4. If the IP was developed under the auspices of the University with an R&D team that includes researchers from other institutions, the R&D representative shall ensure that the University is indicated as the rightsholder in the application and shall require non-NCHU R&D personnel to sign an Affidavit for Patent Applications Filed by Non-NCHU Researchers (Appendix III).
- Article 4 R&D teams submitting an IP rights application will be bound by the following obligations:
1. The R&D representative shall require the entire R&D team to abide by the provisions herein as well as other applicable laws and University regulations.
  2. R&D personnel shall provide complete technical details and documentation for the patent application in accordance with the principles of academic professionalism and good faith, and shall be held liable for any misrepresentation, plagiarism, counterfeiting, illegally obtained trade secrets, or other type of infringement.

3. Upon approval by the University, R&D personnel shall be cooperative in providing the supporting documents required for the review process conducted by a professional IP rights agency, and for the patent application and review procedures stipulated by each country. Furthermore, R&D personnel shall provide the University with all necessary support in the event of an appeal or administrative litigation arising from the patent application.
4. R&D personnel must keep all technical details strictly confidential until a patent application number is obtained to ensure that the novelty requirements are met.
5. If an R&D outcome or approved patent becomes subject to revocation or a third-party claim, the R&D personnel in question shall assist the University in its defense without requesting compensation. The same shall apply if a patent is subject to infringement, in which case the R&D personnel shall provide the relevant technical details to assist the University's infringement analysis without requesting compensation.

Article 5 The principles governing patent application reviews by the University shall be as follows:

1. Only utility model patent applications shall be accepted.
2. Applications for R.O.C. patents shall be prioritized.
3. Except where the R&D team or a third party has agreed to bear the costs of the application in full, each R&D representative may submit no more than three patent/plant variety rights applications each year. However, R&D representatives whose contributions to the University over the past three years have totaled NT\$600,000 or more in actual technology transfer licensing fees and academia-industry collaboration revenues may be exempt from the preceding limitation.
4. Except where the R&D team or a third party agrees to bear all patent application and maintenance costs, R&D representatives may only apply for patent/plant variety rights in a foreign country if the associated R&D outcomes have resulted in a contribution of NT\$1,000,000 or more to the University in technology transfer licensing fees. A review of the written documentation shall be conducted by at least two experts, followed by a review by the Patent and Technology Transfer Committee. If approved, the R&D representative may begin the patent application process with the competent foreign authority.

Article 6 Applications for patents in mainland China may be submitted by a third-party agent commissioned by the University. The application process for; maintenance, implementation, and use of; and procedures for dealing with infringement on such patents shall be subject to the applicable regulations of the University.

Article 7 The necessary costs and related fees (collectively, "costs") associated with patent application and maintenance shall be handled in accordance with the following principles:

1. Article 5 of the University's *Regulations for the Management and Utilization of Research and Development Outcomes* shall apply.
2. The cost-sharing structure for a case shall be the same for the domestic application and international applications and may not be modified without the University's permission.
3. For cases in which the R&D personnel are responsible for partial or the full cost, the Division will prepare NCHU IP Rights Application and Maintenance Fee Payment Notifications (Appendix 4) as costs are incurred. The R&D representative shall pay all costs in full within one month of being notified.
4. For cases in which a third party is responsible for the full cost but fails to make the necessary payments in full, the R&D representative shall be responsible for making up the difference in accordance with the preceding subparagraph.
5. For IP rights shared by the University and a third party, the cost-and-revenue sharing structure (including ratios of capital contributions, utilization, and maintenance/revocation costs) shall be expressly stipulated in a contract. Costs borne by the University, as stipulated in such contracts, shall be subject to Subparagraph 1 of this article.

Article 8 In the event that a patent application is rejected, the R&D representative shall fill out an IP Rights Application Appeal (Appendix V), have it approved by the NCHU President, and submit it to the Division for processing. The same procedure shall apply to patent disputes, invalidation claims, and appeals.

Article 9 IP rights applications approved by NCHU may be filed by a professional agency commissioned by the University. Said agency shall be required to sign an NCHU IP Rights Management Contract (Appendix VI), and shall be bound by confidentiality obligations and, in the event of a breach of contract, shall be liable for liquidated damages to the University and/or other related persons.

Article 10 The termination and revocation of IP rights shall be subject to the applicable government regulations:

1. The termination and revocation of the University's IP rights shall be handled in accordance with the following principles:
  - 1) Unless otherwise stipulated by law, the University will continue to pay for (partial) IP rights maintenance costs for a period of five years, starting from the effective date of the IP rights in question. Beginning in the fifth year, the R&D team shall submit an IP Rights Renewal/Transfer Evaluation Form (Appendix VII) to the Division at least six months prior to the expiry date of the IP rights to request that the relevant unit heads and experts determine whether a renewal is necessary. The decision shall then be presented to the Patent and Technology Transfer Committee for review.
  - 2) In the event that an R&D representative is unable to continue their service due to resignation, retirement, or death, and no one in the same R&D team is willing to take their place, the Division shall then submit the IP Rights Renewal/Transfer Evaluation Form on their behalf. The procedures described in the preceding item shall still apply.
  - 3) A current R&D representative's failure to submit or respond to an IP Rights Renewal/Transfer Evaluation Form shall constitute their agreement to terminate the IP rights.
  - 4) IP rights that have been approved for renewal shall continue to be maintained by the University. For IP rights that are not approved for renewal, the R&D representative may still apply for renewal provided that they are willing to bear all associated costs while the University remains the registered rightsholder. Royalties resulting from technology transfer licensing agreements signed during the period in which the IP rights are being maintained by the R&D team shall be subject to Article 7, Subparagraph 1 of the University's *Regulations Governing the Management and Utilization of Research and Development Outcomes* (after deducting the necessary costs paid by the University).
  - 5) The distribution of royalties from technology transfer licensing agreements signed during any period in which IP rights which should have been fully or partially paid for by R&D personnel under Article 5, Paragraph 1, Subparagraph 1 of the University's *Regulations Governing the Management and Utilization of Research and Development Outcomes* but are in fact maintained by the University as a result of internal approval/review or due to delays in the external reporting process shall be subject to Article 7, Subparagraph 2 of the same *Regulations*.
  - 6) If the Committee moves to terminate the maintenance of any given IP rights, the University shall stop paying the necessary fees and complete the maintenance termination process in accordance with the applicable regulations three months after an IP rights transfer announcement is released.
2. The maintenance and revocation of IP rights derived from a government commissioned or sponsored project shall be subject to the applicable regulations of the commissioning or sponsoring agency.

Article 11 Utilization and promotion of R&D outcomes:

1. Once a patent becomes effective, the Division shall begin planning for and promoting potential technology transfers and licensing agreements and shall periodically release patent utilization updates on internal and external websites.
2. The Division may sign a memorandum of understanding with other academic/research institutions, government agencies, businesses, and IP rights agencies to promote the University's patent transfer and licensing projects.
3. Promotional campaigns for the University's patent licensing and transfer projects shall be documented in their entirety.
4. Procedures for technology transfers: Interested companies shall fill out an NCHU R&D

Outcomes Technology Transfer Application for Businesses (Appendix VIII) and NCHU R&D Outcomes Technology Transfer Development Proposal for Businesses (Appendix IX) and submit them to the Division for processing.

5. Technology transfers involving the University's R&D outcomes shall be handled in accordance with the following procedures:
  - 1) Announcement of technical content
  - 2) Technology transfer price negotiations
  - 3) Technology transfer recipient selection meeting
  - 4) Contract signing
6. Technology transfers involving the transfer of rights related to the University's R&D outcomes shall additionally be subject to the applicable government regulations.

Article 12 R&D outcome documentation management:

1. To protect the University's IP rights, research personnel shall record every detail in the R&D process with care and must comply with the applicable experiment log usage rules.
2. To prevent leaks of R&D outcomes, visitors must be asked to sign the NCHU Laboratory (Research Venue) Visitor Confidentiality Agreement (Appendix X) before entering any research venues.
3. To prevent leaks of R&D outcomes, all R&D personnel and assistants are required to sign the NCHU Laboratory (Research Venue) Personnel Confidentiality Agreement (Appendix XI).

Article 13 These Directives and any amendments hereto shall be implemented upon review by the Patent and Technology Transfer Committee and approval by the Administrative Meeting.