NATIONAL CHUNG HSING UNIVERSITY
Regulations for the Management of University Logos and Trademarks

 June 11, 2014— Formulated by the 386th Administrative Meeting

 January 7, 2015— (Title and all articles) amended and approved by the 389th Administrative Meeting

 March 22, 2017— (Articles 2, 5, 6, 9, 10, and 13) amended and approved by the expanded 406th Administrative Meeting

Article 1 National Chung Hsing University (hereinafter, NCHU or “the University”) has formulated the Regulations for the Management of University Logos and Trademarks (“the Regulations”) and hereby establishes the NCHU Logo and Trademark Management Committee (“the Committee”) to effectively utilize, maintain, and manage the use of the University’s Chinese/English name, abbreviations, emblems, trademarks (registered or pending registration in accordance with the law), logos, and symbols (collectively, “logos and trademarks”).

Article 2 The Committee shall be composed of five to seven members, including an Executive Vice President (who shall serve as convener), the Secretary-General, the Vice President for General Affairs, the Director of the Academia-Industry Collaboration Center (“the Center”), and one to three faculty representatives.

Article 3 The Committee’s duties shall be as follows:

1. Review of the registration, modification, transfer, maintenance, or licensing of NCHU logos and trademarks

2. Handling of disputes arising from infringements of the University’s logos and trademarks.

3. Review of product designs, samples, 3D models, packaging, and marketing proposals for merchandise using NCHU logos and trademarks

4. Other matters related to the management of NCHU logos and trademarks

Article 4 The Committee may convene whenever there is a case pending review. Meetings must be attended by at least half of the Committee members, and resolutions may only be passed with more than half of the attending members in concurrence. The Committee may invite stakeholders to attend case review meetings as needed.

Article 5 The registration, modification, transfer, maintenance, and licensing of and revenue generated from trademarks belonging to each unit of the University shall be coordinated by the Center.

Article 6 NCHU units that wish to register a trademark shall submit the necessary application documents to the Center, which shall forward the application to the Committee for review. If the Committee determines that trademark registration is necessary, the Center shall submit an official application to the competent authority. The costs associated with trademark application, registration, and maintenance shall be borne by the applying unit.

Article 7 Those who wish to use the University’s logos and trademarks must obtain a license from the University. Unauthorized use may lead to a claim for indemnification or a cease-and-desist order by the University in accordance with the *Trademark Act* and other applicable regulations.

Article 8 Non-commercial use of NCHU logos and trademarks in conjunction with the logo of an NCHU unit may be controlled by the unit in question.

Article 9 Non-commercial use of NCHU logos and trademarks shall be limited to NCHU units, faculty/staff members, students, clubs, and regional alumni associations. Except for the printing the business cards and official letters, all non-commercial use shall require a non-commercial use application and affidavit. Applications shall be submitted to the Center for review to determine the permitted scope of usage.

Applications described in the preceding paragraph shall be reviewed by the Center in the order in which they are received.

The Committee may terminate a license at any time if the applicant is found to have used the logos and trademarks for commercial purposes or purposes outside of the permitted scope of usage.

Article 10 Those who wish to use NCHU logos and trademarks for commercial purposes shall submit a license application, a proposal, and the necessary supporting documents to the Center, which shall forward the application to the Committee for review to determine the permitted scope of usage. If the applicant is not a unit of NCHU, the costs associated with the Committee’s review meetings shall be borne by the applicant, who shall pay a review fee of NT$20,000 per case by the deadline indicated on a written notification issued by the University.

Article 11 Commercial use applications (described in the preceding article) shall include the following supporting documents, and the proposals shall contain the following contents:

1. Supporting documents:

1) For non-NCHU units, the most recent legal entity (change) registration form

2) For products with potential food safety concerns, the necessary test reports or certificates produced by the University or a government agency

2. Contents of the proposal:

1) Brief introduction of the entity and its past achievements (not required for NCHU units)

2) How and where the trademarks will be used

3) Product application statement, design concept, product drawings, and full-color samples

4) Operating proposal (including marketing plans, promotional campaigns, estimated revenue, and distribution channels)

5) Duration of the license (in principle, no longer than three years)

6) Profit-sharing terms (licensing fees and royalties), including the expected product quantity and unit price after tax, which shall be proposed by the applicant for review by the Committee

An application that has been rejected by the Committee may not be resubmitted for consideration without the necessary modifications.

Article 12 Products using NCHU logos and trademarks must be manufactured, labeled, and marketed in accordance with the *Commodity Inspection Act*, *Commodity Labeling Act*, *Consumer Protection Act*, and other applicable government regulations. Manufactured products must comply with the applicable quality and safety regulations and must be insured for product liability and third-party liability in jurisdictions in which they are sold.

Article 13 Once a commercial use application is approved, the applying unit shall sign a licensing agreement with the Center and pay the applicable licensing fee (as set by the Committee) by the deadline indicated on a written notification issued by the University.

Article 14 The use of NCHU logos and trademarks, commercial or otherwise, may not violate any regulatory mandates or prohibitions, disrupt public order, or go against social norms; otherwise, the University may terminate the licensing agreement and issue a cease-and-desist order against further product release and sale, and the licensee shall forfeit all licensing fees and royalties already paid to the University. Furthermore, the University may seek damages against the licensee, who shall bear any and all civil, criminal, and administrative liability arising from such violations.

Article 15 The University may hire a legal consultant to handle cases of infringement or disputes involving NCHU logos and trademarks, in which case the concerned units shall cooperate in the process.

Article 16 Regulations on the applications for, reviews of, and royalties for the use of NCHU logos and trademarks on NCHU-branded souvenirs and merchandise shall be formulated separately.

Article 17 These Regulations and any amendments made hereto shall be implemented upon approval by the Administrative Meeting.