

NCHU Intellectual Property Rights Agency Contract [For Invention Patents]

NCHU Doc. No. _____

WHEREAS, the **National Chung Hsing University** (“Party A”) wishes to contract Agency (“Part B”) for a domestic patent application;

NOW, THEREFORE, both parties hereto agree to enter into this contract (“Contract”) in good faith and be bound by the following terms and conditions:

1. Target of the Contract: Patent application regarding “_____” in _____ (country)
Inventor representative: Name _____ (“Inventor”); Department _____
Scope of the contract: Application submission (Based on the documentation or specimen of the invention submitted by Party A, Party B shall prepare patent specifications and drawings, have it proofread by Party A, and submit the application to the competent patent authority.)
2. Party B must obtain the Inventor’s consent before submitting a patent application to the competent patent authority.
3. The maximum fees for this Contract, including but not limited to the following items, may not exceed NT\$ _____:
 - 1) Government fees: NT\$ _____
 - 2) Agency fees: NT\$ _____ (including page overage fees of NT\$ _____)
4. For the fees indicated above, Party B shall present a quote to Party A for confirmation. Following the completion of each task, Party A shall pay said fees in installments in accordance with its expenditure filing process as soon as Party B issues an expenditure accounting voucher.
5. Following the confirmation of the Inventor, Party A requires Party B to submit the **patent application** in _____ (country) by ____/____/____ (MM/DD/YYYY). Party B must obtain proof of the competent patent authority’s acceptance of the application in order for Party to process Contract acceptance.
6. To ensure the patent application is handled in the best and the speediest manner, Party A must provide all necessary documentation and information for Party B, who shall contact the Inventor or creator (“Creator”) directly if doing so is necessary to better understand the case.
7. Regarding matters entrusted by Party A, Party B shall exercise the due care as a prudent administrator in accordance with the applicable provisions of the *Civil Code* and shall fulfill its obligations and abide by the following subparagraphs in good faith:
 - 1) Party B and its employees, contractors, and related personnel must take the necessary confidentiality measures to maintain secrecy as to matters entrusted by Party A, and they may not disclose or deliver any information to any third party other than the Inventor or Creator without Party A’s prior written consent.
 - 2) While handling any matter described in Article 1 herein, Party B and its employee and contractors shall abide by the applicable patent agency rules and the relevant laws and regulations.
 - 3) Party B shall require its current and former employees to comply with the provisions herein. Any violation by Party B’s employee(s), current or former, shall constitute a breach of Contract by Party B itself.
 - 4) Party B may not apply for or register any patents or intellectual property rights pertaining to matters entrusted by Party A under its own name or the name of a third party.

- 5) Party B and its employees, contractors, and related personnel shall abide by the provisions stipulated in the *Personal Data Protection Act* of the Republic of China regarding any personal information provided by Party A. Party B may not use such information or disclose or transfer it to any third party and shall be held legally liable for violating this clause.
8. Party B shall notify Party A immediately and return all documents, information, and fees to Party A if it becomes aware of dual agency or a conflict of interest with Party B's existing clients. However, Party B shall remain bound by confidentiality obligations.
9. While this Contract is in effect, Party B is required to notify Party A via fax or registered express mail (with a carbon copy to the Inventor or Creator) of any and all related procedural matters, including application date, case number, corrections, responses, payment deadlines, etc. Party A shall provide the appropriate documentation or information to Party B by the deadline stipulated by the latter. Party B shall provide the necessary explanations at Party A's request.
10. Party B shall submit a detailed analytical report on the reasons of the competent authority's approval or rejection of the patent application to Party A (with a carbon copy to the Inventor or Creator) to serve as a basis for determining whether a response or administrative appeal should be filed. Party B shall provide the Inventor or Creator with professional assistance when necessary. Party B is prohibited from submitting or forfeiting a response, closing a case, or filing an administrative appeal except with Party A's consent or in an emergency.
11. Party B acknowledges that the authorship for any publications it produces while performing the Contract shall be attributed to Party A. Party B shall resolve any and all copyright disputes with no recourse to Party A.
12. Party B shall handle the patent application process in accordance with the provisions herein and shall duly notify Party A of any directions for revision, modification, and supplement of the specifications as given by the competent patent authority during the review process.
13. Party A shall still pay Party B for any costs already incurred if the former decides to rescind or terminate the application process or this Contract altogether for reasons other than a breach of Contract by Party B. Upon termination of this Contract, Party B shall return all documents and information provided by Party A to the latter but shall remain bound by confidentiality obligations as stipulated in Article 7 herein.
14. Party B shall be liable for any damage caused to Party A or the Inventor or Creator resulting from a violation of Article 5, 7, 8, 11, 12, or 13 by itself or an employee, contractor, or related person of Party B. Party B shall pay Party A a punitive damage 20 times the value of all service fees paid (or another negotiated price if no such fees have been paid) for violating Article 5 or Article 7, Subparagraph 1, 4, or 5 unless Party B can, with Party A's consent, show that it has attempted to prevent the violation to the best of its ability or that the violation is not attributable to itself.
15. If this Contract is terminated or partially rescinded by Party A due to a change in its policy, Party A shall indemnify Party B for any resulting damage but not for any unrealized potential revenue.
16. Matters unaddressed herein shall be subject to the Government Procurement Act and other applicable laws and regulations.
17. Supplementary provisions regarding may be appended to this Contract following proposal by either party hereto and discussion by both parties. If no such supplementary provisions were made, the provisions governing agency stipulated in the Civil Code shall apply. Except with the written consent of both parties hereto, no amendments may be made to this Contract after it comes in to effect.

18. This Contract shall come into effect on the signing date and shall remain in effect until Party B notifies Party A of the competent authority's approval or rejection or submits an analytical report in accordance with Article 10 herein. However, Party A may terminate this Contract at any time by notifying Party B in writing.
19. This Contract shall be interpreted in accordance with the laws of the Republic of China.
- Any dispute arising from this Contract may, with Party A's consent, be arbitrated in Taichung in accordance with the *Arbitration Law* of the Republic of China. In the event of a litigation, both parties hereto agree that the Taiwan Taichung District Court shall be the court of first instance, and that the laws of the Republic of China shall apply.
20. This Contract shall be executed in duplicate, with each party hereto holding onto a true and original copy as reference.

Signatories:

Party A: National Chung Hsing University (signature/seal)

Legal representative:

President: (signature/seal)

Address: No. 145, Xingda Rd., South Dist., Taichung City 402

Party B: (agency seal)

Representative: (signature/seal)

Address:

Date: ____/____/____ (MM/DD/YYYY)