

National Chung Hsing University
Intellectual Property Rights Retainer Agreement [Invention Patent]

Chung Hsing University Intramural No.: _____

National Chung Hsing University (hereinafter referred to as “Party A”), the Appointer hereto appoints the **XXX** Office (hereinafter referred to as “Party B”) to apply for domestic patent rights. The terms of the agreement between the Parties are as follows:

1. Name of the Subject Matter: Appointment of “_____” to the matter of applications for a patent to _____(the country).

Representative of the Inventor(s): Name: _____ Department / Institute: _____

Scope of Appointment: Application procedure filed (Party B prepares the patent specification and diagrammatic presentation according to the invention and creation materials or samples provided by Party A, and submits a patent application to the patent agency after being corrected by Party A).

2. Party B shall obtain consent from the inventor before submitting the patent application to the patent agency.

3. The expenses for the commission shall not exceed NT\$ _____, including but not limited to the following fees:

(1) Government fees NT\$ _____.

(2) Service fee NT\$ _____ (including additional fee NT\$ _____).

4. Party B shall firstly submit the quotation for the fees payable for the above-mentioned application, and make the payment in stages after completion of all services and Party A's verification. Party A shall make the payment in accordance with public expenditure payment procedure promptly after receiving the payment voucher sent by Party B.

5. Party B shall file an application for the _____(name of country) invention patent appointed by Party A to the patent agency before _____(date) after being approved by the inventor, and shall apply for acceptance after obtaining the application certificate from the patent agency.

6. In order to best handle the commission and obtain patents promptly, Party A shall perfectly provide the necessary documents or materials required for Party B to handle the application. Party B shall directly contact the inventor or creator if Party B cannot understand the content details without directly contacting the inventor or creator.

7. Party B shall, in accordance with the provisions related to appointments prescribed in the Civil Code, perform the duties and notices with the care of a good administrator for the commission appointed by Party A, and abide by the following paragraphs in good faith:

(1) Party B and its employees, commissioned persons and other relevant personnel shall keep confidential the case appointed by Party A and take confidential measures, and shall not disclose or deliver it to any third party other than the inventor or creator without the prior written consent of Party A.

(2) In handling all matters specified in Article 1 hereof, Party B and its employees and commissioned persons shall abide by the Patent Agent Rules and relevant laws and regulations.

(3) Party B shall be responsible for requiring its serving and ex-serving personnel to abide by this Agreement. Any violations of this Agreement shall be deemed Party B's breach of Agreement.

- (4) Party B shall not apply for the registration of patents or other intellectual property rights in the name of Party B or other third parties by using the application appointed by Party A..
- (5) Party B and its employees, commissioned persons and other relevant personnel shall strictly abide by the Taiwan's Personal Information Protection Act regarding the personal information provided by Party A, and shall not use or disclose or transfer that to any third party in any form. In case of any violations or mistakes, Party B and its employees, commissioned persons and other relevant personnel shall bear legal liability thereof.
8. If Party B's appointment case is in conflict of interest with Party B's existing clients or Party B has a representation of both parties, Party B shall immediately notify Party A and return Party A's documents, materials and commission fees to Party A. The confidentiality responsibilities of Party B in accordance with the previous case are not waived nevertheless.
9. In the course of the case, Party B shall at any time promptly inform Party A of the relevant matters of the procedure, including the date of application, case number, correction, reply, payment deadlines by fax or registered and express delivery and send the copy to the inventor or creator. Party A shall provide appropriate documents or materials to Party B before the deadline set by Party B. The status of the case shall be explained upon the request of Party A.
10. Party B shall make a detailed analysis report on the reasons for the rejection of the patent application appointed by Party A, and send the original to Party A, and a copy to the inventor or creator as a reference for the evaluation of the defense or administrative relief. If necessary, Party B shall provide professional assistance in the aspect regarding inventors or creators. Party B shall not make a reply, waive a reply, close a case or file an administrative remedy without Party A's consent in all cases, except for an urgent situation.
11. Party B agrees to use Party A as the author of the completed work arising from the processing of the appointment appointed by Party A. If there is any dispute concerning the ownership of the copyright, Party B shall be responsible for the settlement, which shall not be involved with Party A.
12. Party B shall handle the relevant patent application matters in accordance with this Agreement. During the review period, Party B shall fully inform Party A of the procedures for amendments, corrections and supplementary instructions required by the patent agency.
13. If Party A arbitrarily withdraws or terminates the procedures or terminates the appointment or this Agreement, Party A shall pay the necessary expenses incurred by Party B in handling the appointment. However, this does not apply to the case if Party B terminates or revokes the appointment due to Party B's breach of Agreement. Party B shall return the documents or materials delivered by Party A to Party A, and Party B shall still be subject to the obligation of confidentiality in accordance with Article 7 hereof.
14. If Party B and its employees, commissioned persons and other relevant personnel violate the provisions of Articles 5, 7, 8, 11, 12 and 13 hereof and cause the damage of rights and interests to Party A, the inventor or the creator, Party B and its employees, commissioned persons and other relevant personnel shall bear the compensation. For the violation of Article 5 and Paragraphs (1) (4) & (5) of Article 7, Party A shall be paid punitive liquidated damages twenty times as much as the service fee received by Party A on a case-by-case basis (at a negotiated price for the cases that have not yet received service fees). However, the case that Party B can prove that he has done everything possible to prevent it from happening or the cause that cannot be attributed to Party B and is

consented to by Party A shall not be subject to such restriction.

15. If the Agreement is terminated due to the change in Party A's policy, or if terminated in whole or in part, Party A shall make up for Party B's damage, but not including Party B's loss of interest.
16. Any unsettled matters relating to this Agreement shall be handled in accordance with the Government Procurement Act and relevant laws and regulations.
17. For any unsettled matters relating to this Agreement, either party may propose it at any time and discuss additional clauses. In the absence of a supplemental provision, the provisions of the Civil Code relating to appointments shall apply. This Agreement shall not be arbitrarily modified after mutual consent. Any necessary modification hereof shall be made in writing and consented by the Parties before it comes into effect.
18. This Agreement shall come into force on the date of signing by the Parties, and the term of validity shall be subject to an approval or rejection determination made by the responsible agency and Party B's report or submission of an analysis report in accordance with Article 10 hereof. However, Party A may terminate this Agreement at any time by notifying Party B in writing.
19. This Agreement shall be governed and construed in accordance with the laws of Taiwan.
The legal disputes arising from this Agreement may be submitted to arbitration in Taichung City after consent of Party A and settled in accordance with The Arbitration Law of ROC. In the court proceedings, the Parties hereto accept the exclusive jurisdiction of the Taiwan Taichung District Court as the Court of first instance, to which the laws of Taiwan shall apply.
20. This Agreement shall be made in duplicate and each Party shall hold one of the originals respectively.

Parties Concerned:

Party A: National Chung Hsing University

(Signature / Seal)

Legal Representative:

President:

(Signature / Seal)

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

Party B:

(Office Seal Affixed)

Person in Charge: (Signature / Seal)

Address:

Date: