

Research & Development Results Co-Ownership Agreement

Chung Hsing University Intramural No.: _____

Parties Concerned

_____ (hereinafter referred to as “Party A”)

_____ (hereinafter referred to as “Party B”)

WHEREAS, the research results “_____” (hereinafter referred to as the “Results”) are jointly completed by Party A XXX (Name and Department / Institute of the R&D Representative) and Party B XXX (Name and Affiliated Unit of the R&D Representative).

NOW, THEREFORE, the Parties hereto enter into this Research & Development Results Co-Ownership Agreement (hereinafter referred to as the “Agreement”) for the equity allocation of research results, and the Parties agree as follows:

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I. Source of Results

Party A: Funding Agency: _____; Project No.: _____

Project Name: _____

Party B: Funding Agency: _____; Project No.: _____

Project Name: _____

II. Rights Allocation of Intellectual Property

According to the Parties’ contribution rate of the Results, _____ % of intellectual property rights shall be vested in Party A and _____ % of intellectual property rights shall be vested in Party B. In the application of the intellectual property rights, the Parties shall be registered as the joint applicants.

III. Patent Application

For the patent application and maintenance of the Results, the Parties agree that Party A shall be the dominant player and fully manage the Results in the procedures of application or maintenance for patents, including handling patent application, reply and maintenance, etc. Party B agrees to assist in handling the application.

IV. Allocation of Expenses

The expenses related to patent application and maintenance of the Results shall be allocated according to the proportion of intellectual property rights in Article 2 hereof. The alleged expenses include application fee, correction or appeal fees, certificate fee, annual fee, Patent Office service fee and other legal requirements or necessary fees for other application procedures to be paid.

V. Maintenance of Patents

The Parties agree that both Parties may periodically review whether to continue the patent application or to pay an annual fee after the patent is granted in order to maintain the co-ownership of the patent rights. If either Party has no intention to continue to pay the annual fee to maintain co-ownership of the patent rights after considering the relevant factors such as technology and market, such Party shall notify the other Party 6 months before the statutory deadline for payment of the maintenance fee in the current year, and the other Party shall decide at its own discretion whether to independently pay the full cost to maintain the joint patent ownership. The Party that has no intention to continue to pay the annual fee, it may transfer its part of the joint patent to the other Party for the continued maintenance of the patent rights.

VI. Dominance of Technology Transfer

1. The Parties may carry out technology transfer and related promotion of the Results and its derivative patent rights without prejudice to any right of either party.
2. Either Party shall obtain the prior written consent from the other Party if it intends to authorize a third party to excise the patent rights derived from co-ownership of the Results.
3. Neither assignment of its part to nor pledge creation in favor of a third party without the prior written consent of the Parties is permitted.

VII. Income from Research Results Promotion

1. The entitlement premium and royalties income arising from authorizing a third party to develop and use the Results shall be allocated according to the ownership proportion of intellectual property rights prescribed in Article 2 hereof.
2. The redistribution of income referred to in the preceding paragraph shall be approached by the Parties in accordance with their respective regulations.

VIII. Confidentiality Clauses

1. The Parties shall strictly perform their confidentiality obligations and properly keep confidential the information about the Results and other relevant information; the confidentiality obligation shall not be waived upon termination, dissolution, invalidation of this Agreement or being not constituted hereof.
2. The R&D personnel of the Results may publish the Results at home and abroad. Any publication relating to the disclosing personnel of R&D results confidential information shall not be carried out before submission of the application for intellectual property rights to the competent authority of intellectual property rights.

IX. Other Provisions

1. Any unsettled matters or relevant handling rules herein may be otherwise provided by the Parties.
2. All disputes arising from this Agreement shall be firstly bona fide settled in accordance with relevant laws. In the event no settlement can be reached through friendly negotiation, both Parties agree that the Taiwan Taichung District Court shall be the

exclusive jurisdiction as the court of first instance, and shall be governed by and construed under the laws of Taiwan.

X. This Agreement is made in duplicate and each Party shall preserve one copy with equal legal effect.

Parties Concerned

Party A:

Representative:

Address:

R & D Personnel Representative:

(Signature / Seal)

Department (Institute):

Party B:

Representative:

Address:

R & D Personnel Representative:

(Signature / Seal)

Affiliation:

Date: