**National Chung Hsing University**

**Contract for Industry-Academic Cooperation Project**

Contracting Parties

Party A: National Chung Hsing University (hereinafter referred to as “Party A”)

Party B: Co., Ltd. (hereinafter referred to as “Party B”)

WHEREAS, both Party A and Party B agree to enter into this Contract for the research project of (hereinafter referred to as “this Research Project”) and to abide by the terms and conditions set forth in the following:

1. Collaboration Qualification

Party B shall guarantee to be not a “Mainland China Investment Enterprise” specified in the “Regulations Governing the Permission of Investment by Nationals in Mainland Area” of the Ministry of Economic Affairs. In case where Party B is subsequently verified to be a Mainland China Investment Enterprise, this Research Project shall be deemed to be invalid ab initio, and Party A is not obligated to bear any legal liabilities and to return fund or provide any compensation. In addition, Party A reserves the right to file relevant civil and criminal lawsuits.

1. Project Content

Both parties agree to establish the content of this Research Project as indicated in Attachment 1 “ ” Project Proposal (hereinafter referred to as the “Project Proposal”).

1. Research Period
   1. The execution period of this Research Project shall be from (month date, year) to (month date, year).
   2. In case of actual needs such that Party A demands for extension of the research period, Party A may obtain the written consent of Party B during the research period before extension of the research period.
2. Research Progress
   1. Party A shall perform this Research Project according to the progress specified in the Project Proposal.
   2. Party B may provide oral presentation and relevant documents for the progress of this Research Project according to the request of Party A. The time, content and relevant documents of the oral presentation shall be sufficient to allow Party B to understand the progress of this Research Project. The location of the oral presentation shall be determined by Party A’s Principal Investigator and Party B via joint negotiation.
   3. Party B may assign personnel to proceed to Party A's site, in order to understand Party A's performance status of this Research Project. Party A shall provide all necessary assistance to the personnel assigned.
3. Research Report
   1. Party A shall submit copies of (general) research report related to the result of this Research Project to Party B within fifteen days after the expiration of the performance period specified in Article 3.
   2. The format of the research report shall be prepared according to the format agreed by both Party A and Party B.
4. Consultation and Explanation

During the performance period of this Research Project, Party A shall, according to the request of Party B, provide consultation and explanation related to the research report. The time period of consultation and explanation shall be \_\_\_\_\_\_\_ sessions for \_\_\_\_\_ hours.

1. Research Budget

The fund for this Research Project (hereinafter referred to as the “Research Fund”) is at a total amount of NT$○○○ thousand, and its details are described in the Project Proposal.

1. Payment Terms

I. Payment Method:

□ Research Fund is paid at a lump sum by Party B within ten days after this Contract becomes effective.

□ Research Fund is paid by Party B in installments to Party B according to the following conditions:

* + 1. Party B shall pay % of the total amount of the Research Fund, equivalent to NT$ thousand, to Party A within ten days after this Contract becomes effective.
    2. Party B shall pay % of the total amount of the Research Fund, equivalent to NT$ thousand, to Party A within ten days after Party A has submitted the midterm report.
    3. Party B shall pay % of the total amount of the Research Fund, equivalent to NT$ thousand, to Party A within ten days after Party A has completed the research and submitted the final report.
  1. For the payment of the Research Fund, Party B shall make payment with a sight check (title: National Chung Hsing University) to Party A or via remittance to Party A's account (First Commercial Bank Taichung Branch; Account No.: 401-30-099556; Account Name: National Chung Hsing University School Affairs Fund Account 401) or in the form of cash to Party A’s Cashier Section of General Affairs Division.
  2. Party B shall make payment within fifteen working days after the receipt of Party A’s payment request document. In case of any delay of payment and no payment is made after Party A’s request for payment, Party A may terminate this Contract, and Party B is still obligated to pay the expenses for works performed by Party A without receiving payment.

1. Research Fund Drawing
   1. Party A shall draw the Research Fund for use in accordance with the Research Fund Budget Items indicated in the Project Proposal. During the performance period of this Research Project, in case where Party A’s Principal Investigator requests to change the content of the budget item due to actual needs, under the condition where the Research Fund remains unchanged, Party B agrees that Party A may complete such change according to Party A’s internal administrative procedure.
   2. In the event that the performance period of this Research Project is extended and the Research Fund is paid in installments, relevant expenses of the Research Fund shall be handled according to Party A’s internal administrative operation, and the Principal Investigator shall complete the expense disbursement procedure within one month after the final payment is paid to the school.
2. Purchase of Instruments

The ownerships of the books, journals, instruments and equipment purchased with the Research Budget shall be vested in Party A and are listed as school assets of Party A for management.

1. Ownership of Project Outcomes
   1. The ownerships of trade secrets, patent rights, copyrights, integrated circuit layout rights and other intellectual property rights (hereinafter collectively referred to as the “Project Outcomes”) that may be obtained from the output of this Research Project conducted by Party A’s Principal Investigator shall be co-owned by both Party A and Party B.
   2. Party A shall not self-apply for the registration of patent rights, copyrights or other intellectual proper rights on the “Project Outcomes” with any institutions; provided that Party B’s consent is obtained or Party B waives the right to apply for registration, such restriction is not applicable.
   3. Party B may apply for the registration of patents or other intellectual property rights on the “Project Outcomes” with any relevant institutions; provided that, during application or registration of rights, both Party A and Party B shall be registered as application right co-owner, and Party B shall be the representative. Party B agrees to bear all relevant expenses for the application, registration, obtaining and maintenance of rights, and Party A and Principal Investigator shall provide all necessary assistance.
   4. In the event that Party B applies for or obtains registration on the “Project Outcomes”, for Party A's personnel participating in this Research Project and being listed as inventors or actual creators in the application form, rewards may be applied with Party B in writing in accordance with the Employee Award Procedures specified by Party B for the employees upon signing of this Contract.
   5. Either party shall not provide, authorize or assign the “Project Outcomes” to a third party for use unless the written consent of the other party is obtained.
   6. In the event that both Party A and Party B authorize or assign the “Project Outcome” to a third party for use, for the income (such as signing bonus, royalty, derivative benefit) gained from the authorization or assignment, unless this Contract specifies otherwise, both parties agree that the income shall be distributed proportionally based on the percentages of 50% for Party A and 50% for Party B.
   7. During the sales period of relevant products manufactured based on the implementation of the “Project Outcomes”, Party B agrees to pay □□ % of the annual total sales revenue of such products as the derivative benefit. Party B shall actively report the total sales revenue of the products manufactured based on the implementation of the “Project Outcomes” for the previous year before January 31 of each year. After the approval of Party A is obtained, Party B shall calculate and pay the derivative benefit to Party A within two months according to the aforementioned total sales revenue.
   8. In case where Party B waives its right to apply for the registration of patent rights or other intellectual property rights on the “Project Outcomes” with any relevant institutions, or Party B refuses to bear all relevant expenses for the application, registration or obtaining of rights, Party A may self-submit applications or bear all expenses and Party A shall be registered as the representative. Party B agrees to authorize Party A to have the full authority on the management of the intellectual property rights and may also authorize or assign a third party to implement the intellectual property rights. In addition, both parties shall still comply with the provisions specified in Paragraphs 6 and 7.
2. Non-disclosure Obligation
   1. Both parties shall act as prudent administrators with due care to properly preserve all information and documents generated from the process of this Research Project and all non-public information of the other party known or possessed due to the performance of this Contract without disclosing or delivery to any third party. In addition, only personnel related to and necessary for the performance of this Research Project of both parties may know or access such information and documents.
   2. Both parties shall request their internal personnel having the need to access the information and documents described in the preceding subparagraph due to performance of this Research Project to comply with the provisions of the preceding subparagraph. In case of any violation, the party of such violating personnel shall be deemed as the party violating the provision of the preceding subparagraph.
   3. The “non-public information” of the disclosing party described in Subparagraph 1 of excludes the following:
3. Information already possessed by the receiving party before the disclosure by the disclosing party;
4. Information publicly known to others;
5. Information obtained by the receiving party from a third party without violating the non-disclosure obligation of the disclosing party;
6. Information disclosed based on the written consent of the disclosing party;
7. Information required to be disclosed according to court ruling.
   1. The period of non-disclosure obligation shall be from the start date of this Research Project or the actual document delivery date of both parties, whichever is earlier, and to two years after the date of expiration, termination or rescission of this Contract. In case of any special condition, both parties may engage in negotiation to extend or shorten the period depending upon the actual needs.
   2. The non-disclosure obligation described in this article shall not lose its legal effect due to any invalidation, revocation or rescission of this Contract.
   3. Party A's Principal Investigator, for the purpose of teaching or research, after obtaining Party A's consent, may public announce the Project Outcomes and relevant information of this Research Project in a form of research thesis.
   4. After this Contract becomes invalid after expiration, or this Contract is terminated or rescinded early, either party shall return the original copies, photocopies, manuscripts, electronic files and other storage recording media of non-public information of the other party possessed to the other party, and shall also submit declarations previously returned.
8. Exclusion of Guarantee Liabilities
   1. The Project Outcomes of this Research Project are provided by Party A to Party B as reference for future research and manufacturing, and they shall not be treated as a part of Party B’s technologies or products.
   2. In the event that Party B develops the Project Outcomes of this Research Project into products, Party A bears no guarantee liabilities.
   3. Except for the authenticity of the content of the Project Outcomes, Party A provides no guarantee on the adaptability of the Project Outcomes and the feasibility of commercialization.
   4. For any disputes or civil and criminal liabilities arising from the Project Outcomes, Party B agrees to bear such liabilities solely, which are irrelevant to Party A, Party A is not obligated to return or compensate any fund.
9. Restrictions on Free Ride

Unless the prior consent of the other party is obtained, either party shall not use identical or similar name, mark, logo, trademark and other symbols of the other party or its units, and shall not adopt any method to cause a third party to misidentify both parties’ relationship other than this Contract.

1. Presentation of Outcomes
   1. Either Party A or Party B, unless the written consent of the other party is obtained, shall not public announce the Project Outcomes of this Research Project.
   2. Either Party A or Party B shall not refuse to provide its consent on the matter described in the preceding paragraph without proper reasons.
   3. The content, scope and time of the public announcement of the Project Outcomes of this Research Project shall be agreed by both parties.
2. Research Limitation

Unless Party B’s prior written consent is obtained, during the performance period of this Research Project, Party A's personnel participating in this Research Project shall not engage in any researches identical to the content of this Research Project for himself/herself or for a third party; provided that derivative researches of this Research Project shall be excluded.

1. Transfer of Rights and Obligations

The rights and obligations of both Party A and Party B under this Contract, unless the prior written consent of the other party is obtained, shall not be transferred to any third party.

1. Project Change

When Party B considers necessary, after Party A's written consent is obtained, the content of this Research Project may be changed; provided that the modification of the research progress and Research Fund shall be adjusted reasonably according to the Contract negotiated by Party A and Party B. In case where no Contract is reached, either party may inform the other party to terminate this Contract in writing without the need to bear any indemnification liability. Under such condition, Party B shall not request Party A to return the portion of the Research Fund used, and Party A shall return the unused portion of the Research Fund collected from Party B to Party B without interest within fifteen days after the termination of this Contract.

1. Termination of Contract
   1. Unless this Contract specifies otherwise for both parties compliance, in case where either party fails to perform this Contract or fails to perform according to this Contract, the other party may request the non-performing or breaching party to make correction within fifteen days. In case where no correction is made within the time-limit, the non-breaching party may inform the non-performing or breaching party to terminate this Contract in writing.
   2. In the event that this Contract is terminated by Party A due to breach of Party B, Party A may confiscate the Research Fund collected from Party B. Where the damage of Party A exceeds the Research Fund collected by Party A due to matters attributable to Party B, Party B shall further compensate the excessive damage of Party A.
   3. Where this Contract is terminated by Party B due to breach of Party A, within fifteen days of the termination, Party A shall return the unused portion of the Research Fund collected from Party B to Party B without interest, and Party B may stop the payment of any payable Research Fund.
   4. Where either Party A or Party B considers that the continuous performance of this Research Project cannot achieve the expected purpose, either party may inform the other party to terminate this Contract in writing fifteen days in advance. Under such condition, Party A shall, within fifteen days after the termination of this Contract, return the unused portion of the Research Fund collected from Party B to Party B without interest.
   5. Once this Contract is terminated, the ownerships of all information and documents of this Research Project and patent rights, copyrights and other intellectual property rights arising from this Research Project shall be vested in Party A, and Party B shall still comply with the provisions of Article 13.
   6. Once this Contract is terminated, Party B shall return all of the information and documents related to this Research Project obtained from Party A to Party A within fifteen days after the termination of this Contract. In case of any delay of return of the information and documents, Party B shall bear the indemnification liability for Party A.
2. Force Majeure

In case of flood, fire, windstorm, earthquake or other matters not attributable to both parties such that this Contract cannot be performed or performance cannot be made according to this Contract, both parties shall not be held liable or shall not bear any delay liability.

1. Partial Invalidation

When a portion of the clauses of this Contract is considered invalid according to the law, other clauses shall continue to be valid.

1. Effective Date

This Contract shall become effective after signing and sealing by both parties according to the laws, and the effective date shall be the start date of the performance period specified in Article 3.

1. Consensual Jurisdiction

In case of any litigation arising from this Contract, both Party A and Party B agree that the Taiwan Taichung District Court shall be the competent court of first instance; provided that arbitration may be filed based on the consents of both parties.

1. Entire Contract
   1. This Contract and its attachments shall constitute the entire Contract of both parties. Any matters that have been negotiated by both parties before signing of this Contract but are not described in the content or attachments of this Contract shall have no binding effect on both parties.
   2. The attachments shall have the same effect as the content of this Contract; provided that in case of conflicts between the two, the provisions recited in this Contract shall prevail.
2. Service of Documents

All notices and requests related to this Contract shall be serviced to the following addresses and personnel in writing. When documents are serviced to the contact person specified, the receiving party shall be deemed to have been serviced.

Party A’s Principal Investigator Name:

E-mail:

Telephone:

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

Party B’s Principal Name:

E-mail:

Telephone:

Address:

1. Number of Copies of Contract

This Contract shall be made in three original copies, and both Party A and Party B as well as the Principal Investigator shall retain one copy each.

Contracting Parties

Party A: National Chung Hsing University

　　　　　Representative

　　　　　　　　　Name: Fuh-Jyh Jan

　　　　　　　　　Title: President

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

Tax ID No.: 52024101

Principal Investigator

Name:

Department/Title:

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

Party B: Co., Ltd. (Please use the company name registered at the Administration of Commerce, MOEA)

　　　　　Representative:

　　　　　　　　 Name:

　　　　　　　　 Title:

Tax ID No.:

　　　　　 Address:

(MM/DD/YYYY)

**Attachment 1: Project Content**