**Contract for Commissioned Research Project of National Chung Hsing University**

The Parties to the contract: \_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Party A), National Chung Hsing University (hereinafter referred to as Party B) and Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Party C). WHEREAS Party A commissions Party B to carry out a research project of \_\_\_\_\_\_\_\_\_\_\_\_\_ by having Party C perform such project, three Parties hereby agree to the following terms based on the principle of good faith:

Article 1 Qualifications and Requirements

Party A shall guarantee that it is not a “Mainland-funded enterprise” as defined in the Ministry of Economic Affairs' “Guidelines Governing Investment Permit to the People of Mainland Area and Its Rulings”. The research project will be deemed invalid retrospectively if it is subsequently confirmed that Party A is a Mainland-funded enterprise. Parties B and C will not bear any legal liabilities and will not return or compensate any money, and the relevant rights to civil and criminal litigations shall be reserved.

Article 2 Period of Performance: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (MM/DD/YYYY) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (MM/DD/YYYY). Party B shall obtain the written consent of Party A within the performance period for the extension it deems necessary due to any factual requirements.

Article 3 Both Parties have agreed to finalize the contents of the research project as shown in Attachment I Proposal for the Research Project of “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (hereinafter referred to as the research project), which shall not violate national laws, dignity of life, various ethical norms, and public order, good morals, or hygiene. If there is any violation, Parties B and C will not bear any obligations of performance.

Article 4 Research Funds

1. The total funds for the research project shall be NT$ \_\_\_\_\_\_\_\_\_\_.
2. Payment Terms:

□ Party A shall pay in full within \_\_\_\_ days after the Contract comes into effect.

□ To be paid by Party A to Party B in three installments according to the following conditions:

(1) Party A shall allocate \_\_\_\_\_\_% of the total funds to Party B within ten days after the Contract becomes effective, which shall be NT$\_\_\_\_\_\_\_\_\_\_\_\_.

(2) Party A shall allocate \_\_\_\_\_\_% of the total funds to Party B within ten days after Party C submits the interim report, which shall be NT$\_\_\_\_\_\_\_\_\_\_\_\_.

(3) Party A shall allocate \_\_\_\_\_\_% of the total funds to Party B within ten days after Party C submits the final report, which shall be NT$\_\_\_\_\_\_\_\_\_\_\_\_.

1. If the performance period of the research project is extended and the funds are paid in installments, the relevant expenditures for the funds shall be reimbursed according to Party B's internal administrative operations, and Party C shall complete the reimbursement process within one month after the final payment is made to the University.
2. Party A shall make payment within 15 working days after receiving Party B's invoice. Party B may terminate the Contract if the payment is not made within the time limit or payment has not been made despite being urged by Party B, and Party A shall still pay Party B for the works performed but has not yet been paid.

Article 5 Party C shall prepare and submit \_\_\_\_\_\_ copies of the final report to Party A within \_\_\_\_\_\_ days of the expiry of the performance period. The costs of the final report shall be included in the funds. If Party C fails to submit the final report within the time limit, Party A may request it to submit such report within a certain time limit, and may claim the damages loss against Party C if it still fails to do so. However, the maximum compensation for damages shall not exceed the total funds received by Party C and it does not cover profit losses.

Article 6 For the payment of the funds, Party A shall pay Party B via demand check (payable to: National Chung Hsing University) or remit the amount to Party B's designated account (at Taichung Branch of First Bank; account number: 401-30-099556; account name: University Affairs Fund 401 Account of National Chung Hsing University) or pay in cash to the Cashier Division of the Office of General Affairs of Party B.

Article 7 Final Report

(1) Except for the authenticity of the content of the final report, Parties B and C do not guarantee the applicability and commercialization opportunities of the report.

(2) All research and development results shall be fully owned by Party B and are for Party A's reference only. Party A may not publish or use such results for commercial purposes in any form (including but not limited to open marketing, promotion and advertisements for products, commodities or research projects) except with the written consent of Parties B and C. Party A shall not quote the name, emblem, trademark or other representation of Parties B or C; nor shall Party A express in any other manner that Parties B or C has any connection with Party A's products or research projects.

(3) Neither Party shall, without the prior written consent of the other Parties, use the same or similar names, logos, emblems, trademarks and other symbols as those of the other Parties or their affiliates, nor may have any irrelevant party misunderstand that there is any relevance beyond the Contract in terms of the relationship between the Parties in any manner.

(4) Party A agrees to be solely responsible for any disputes or legal liabilities arising from the final report and shall have nothing to do with Parties B and C. Further, Parties B and C are not required to return or compensate any money due to the above situation.

Article 8 Party B shall own books, journals, instruments and equipment purchased with funds for performing the Contract.

Article 9 Termination

(1) When Party A believes that the performance of the research project is no longer necessary, it may notify Parties B and C in writing to terminate the Contract, and Party C shall return the relevant information and items provided by Party A within thirty calendar days excluding those that are already damaged or destroyed during the performance. The funds that Party A has paid to Party B before the termination of the Contract will not be refunded. If Party A has paid Party B for funds that are insufficient to cover the expenses incurred by Party C in performing the research project before the termination of the Contract, Party C may claim against Party A, which Party A shall not refuse.

(2) If during the period of performance, the research project becomes difficult to proceed due to factors of force majeure or any reasons not attributable to Parties B or C, it may notify Party A to terminate the Contract and will not return to Party A the funds paid to Party B before the termination of the Contract.

Article 10 Confidentiality

(1) Both Parties A and C shall, by acting as good administrators, properly keep the undisclosed technical and related information that they know or hold due to the Contract, and shall not arbitrarily leak or deliver such information to or make them available to any irrelevant party.

(2) Party A shall require its employees and related personnel to jointly abide by such confidentiality obligations. Any violation of this Article due to reasons attributable to Party A or its employees and related personnel shall be deemed as a breach of contract by Party A itself. Even upon the expiry, cancellation or termination of the Contract, Party A shall also bear such obligations of confidentiality. If there is any breach, Party A shall indemnify Parties B and C against their losses.

Article 11 If Party A violates Article 3, Subparagraph 2 of Article 7, and Article 10, it shall pay Party B three times the total amount of the funds of the Contract as liquidated damages, and shall bear relevant civil, criminal and damage loss liabilities.

Article 12 The Contract is made in three original copies, with Parties A, B and C respectively hold one copy for reference, and will take effect upon signature.

Article 13 The Taiwan Taichung District Court shall be the court of first instance to resolve any disputes under the Contract. However, such disputes may also be submitted to be resolved via arbitration upon the consent of all Parties.

The Parties

Party A: (Please enter the data registered in the Commercial Industrial Registration Database of Administration of Commerce, MOEA)

Representative:

Tax ID No.:

Address:

Party B: National Chung Hsing University

Representative: President Fuh-Jyh Jan

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

Party C: Professor

Department:

Address:

(MM/DD/YYYY)

Attachment I: Project Details