

「 **Project Name** 」

Industrial-Academia Collaboration Agreement

Owner: Party B

Party C (optional)

Contractor: National Taipei University of Technology

(Party A)

Date: , , 2011

Industrial-Academia Collaboration Agreement

Party A:

Party B:

Party C:

In order to implement the Research Project (hereinafter referred to as the “**Project**”), Party B and Party C agree to provide Party A (Project Investigator by Professor _____ at Department of _____) a certain sum for handling the following scope of works. Party B and Party C agree to sign and abide by this Agreement, the terms and conditions of which are as follows:

Article 1. Contents of Service

The contents of service are listed as the Attachment A (Name of Project). Project proposal is deemed to be part of Agreement. Its binding effect is the same as that of the Agreement.

Article 2. Project Execution Period

The project starts from _____, _____, 2011 to _____, _____, 201_.

Article 3. Project Budget and Payment

3.1 The Project budget amounts to New Taiwan Dollar (NT\$) _____. The details of which are listed in the attached Budget Demand Table for Project Plan proposal. °

3.2 The payment terms are as follows: (select one after negotiation by the parties)

- ☐ 1. Party B and Party C remit the sum to Party A upon signature of the Agreement
- ☐ 2. Party B and Party C pay the sum to Party A upon signature of the Agreement in three installments:

1st installment: Party B and Party C pay _ % of the sum to Party A upon signature of the Agreement, which is NT\$_____

2nd Installment: Party B and Party C pay _ % of the sum to Party A upon submission of Midterm Report by Part A, which is NT\$_____

3rd Installment: Party B and Party C pay _ % of the sum to Party A upon submission of Outcome (Final) report subject to recognition of Party B and Party C, which is NT\$_____

Article 4. Plan Budget

The budget of the Project will be deposited in NTUT University Fund. Party A must submit uniform invoices and receipts to Party B and Party C for reimbursement. The expenditures of Budget are pursuant to the items of the Project Proposal for actual expenditures. Project Investigator may adjust the relevant contents of research expenditure items according to the needs of actual research. The operation as to balance of the sum is based on the rules and regulation of Party A.

Article 5. Extension of Plan Execution Period

If Party A needs to extend the Plan Execution period as it deems necessary based on relevant facts, Party A shall submit relevant information for such extension subject to written consent of Party B and Party C. The extension of period is confined to one time only without any increase of additional expenses.

Article 6. Understanding and Help for Implementation of the Project

If Party B and Party C demand for the purpose of understanding of the implementation of the Project, Party A should use best efforts to render its assistance and explain with particularity coupled with relevant information. If necessary, Party B and Party C may send one representative to Party A's place for procuring actual understanding of the implementation of the Project. During the execution period of the Project, Party B and Party C should render their necessary assistance once required by Party A for research needs.

Article 7. Ownership of the Research Outcome

7.1 The ownership of research outcome of the Project is based on the following ratio:

Party A: ____% Party B: ____% Party C: ____%

7.2 Upon written consent by all parties, any party may use the research outcome for applying patent, copyright, integrated circuits and related intellectual property in intellectual Property Office (hereinafter referred to as "IPO"). One who files the application is responsible for the fees of application, maintenance and any derivative expenses. If the application is filed jointly, the above expenses are shared in proportion to their ratios.

7.3 If the application is filed in IPO, all parties shall provide all necessary assistances and the ownership of application right shall conform to the ratio stipulated in the preceding paragraph 7.1.

7.4 Any profits deriving out of the research outcome of the Project shall be distributed pursuant to the Rules for Outcomes of Research Development and Technology Transfer of NTUT at National Taipei University of Technology by paying Party A the amount of authorization and derivative profits.

7.5 Upon written consent, Party A, Party B and Party C may authorize to transfer the research outcome to third parties.

7.6 If the authorization of research outcome is authorized to transfer to third parties pursuant to the immediately preceding paragraph 7.5, the amount of authorization and derivative profit revenues (including but not limited to initial payment upon signature, authorization, running royalty and derivative profit) will be distributed as ____% for the party that is handling the case to sign the Agreement, while ____ % for the other both parties.

7.7 If Party A and Project Investigator want to publish the research outcome in domestic or international areas after __ days of the end of the Project, the former shall inform Party B and Party C by a written notice within 30 days prior to publication. Party A may publish them by notifying Party B and Party C in advance in accordance with public welfare, rules and regulations.

Article 8. Project Work Report

Party A shall submit Party B and Party C a Midterm Report (or short-form report) in __ copies within __ month after the beginning of the project and an Outcome Report (Final Report) in __copies within __ month after the end of the Project.

Article 9. Termination

9.1 Party B and Party C may terminate the Agreement by written notice that the default is attributable to fault of Party B and Party C for failure to perform the Project. Party A should calculate the work expenditures and amounts that have completed and transpired, while reimbursing the remaining amount left or collecting insufficient funds.

9.2 If the Project fails to continue to proceed due to causes beyond the control of Party A and Project Investigator, either party may terminate the Agreement by a written notice. Party A should reimburse all the remaining amount of appropriated budget without prejudice by deducting actual expenditures and amounts that have transpired.

Article 10. Infringement

10.1 If the research outcomes deriving out of the Project infringe rights of third parties, Party B and Party C shall immediately notify Party A of the infringement. All parties should make best efforts to defend the infringement.

10.2 Party A is responsible for the consequence if the infringement that is attributable to Party A in bad faith, and Party A agrees to pay Party B and Party C all expenditures, damages, litigation costs for defending suits of third parties not to exceed 10% of the actual expenditures prescribed in Article 3. If the infringement is not attributable to Party A, Party B and Party C shall be liable for the infringement, while Party A should use reasonable efforts to provide

consultation, technical assistance and technical analysis report regarding technology in preceding paragraph.

Article 11. Confidentiality

11.1 All parties shall exercise due care not to reveal the proprietary information they have accessed or retained. All parties agree that they shall not disclose any confidential information or deliver such confidential information to any other parties without prior written consent of all party.

11.2 Covenant not to reveal is applicable to currently enrolled students and students who have graduated.

Article 12. Interpretation of the Agreement and Dispute Resolution

12.1 This Agreement shall be governed by and construed in according with the laws of Taiwan.

12.2 All disputes, controversies or differences which may arise between the parties, out of or in relation or in connection with this Agreement, or for the breach thereof shall be finally settled by arbitration in Taipei, Taiwan, Republic of China in accordance with Enforcement Rules for the Arbitration Procedure of the Arbitration Association of the Republic of China.

Article 13. Miscellaneous Provisions

13.1 Amendments due to vague terms or ambiguities not prescribed in this Agreement must be modified in writing signed by duly authorized representatives of the parties.

13.2 Party B and Party C do not warrant the Project's (Experimental) outcome based on the Project's (Experiment) contents provided by Party A, nor do they make any representation. In addition, Party B and Party C shall not publish any description associated with Party A in flyers, websites, or outer packing.

13.3 Any obligations regarding the obligation of Party B or Party C are held severally and jointly liable.

13.4 The parties hereto have caused this Agreement to be signed by their duly authorized representatives in triplicate of originals in three carbon copies.

13.5 The Agreement becomes effective upon signature signed by the parties to be charged.

Party A: National Taipei University of Technology

Name:

Representative:

Address:

Party B:

Representative:

Address:

Party C:

Representative:

Address:

禁止複製