

## **National Chiayi University Industry-Academia Cooperation Agreement**

Owner

Party A: (Hereinafter referred to as “Party A”)

Party B: National Chiayi University (Hereinafter referred to as “Party B”)

To implement the (“Project name”) Industry-Academia Cooperation Agreement, Party A and Party B agrees to sign and abide by the Agreement, the terms and conditions of which are as follows:

### Article 1. Project Contents

The Parties agree on the Research Project listed as Attachment A “Project name” Research Project (Hereinafter referred to as the “Research Project”)

### Article 2. Research Period

The Parties agree that the term of this Agreement shall be commencing from DD/MM/YYYY to DD/MM/YYYY.

### Article 3. Research Progress

3.1 Party A may assign personnel to Party B as needed to participate in and observe the research conducted by Party B.

3.2 Professor \_\_\_\_ of the \_\_\_\_ Department (Institute) of the \_\_\_\_ College shall be assigned as the Principal Investigator of Party B, and shall conduct the research per under the Research Project, and is fully responsible for the execution of the project.

### Article 4. Research Report

4.1 Party B shall submit a (total) Research Report of the research result to Party A \_\_\_ days within the expiration period contained in Article 2.

4.2 The format of the research report shall be completed per under the agreed format between the Parties.

4.3 The Principal Investigator shall submit the research report to Party A in \_\_\_ period(s) (or other written form) according to the cooperation progress. The midterm report shall be submitted no later than DD/MM/YYYY. The final report shall be submitted no later than DD/MM/YYYY.

#### Article 5. Project Funding (Tax Inclusive)

The project budget amounts to New Taiwan Dollar (NTD\$) \_\_\_\_\_. The amount remitted by Party A will not be refunded at the termination of the contract.

#### Article 6. Payment Method

6.1 Party A shall remit the preceding paragraph budget to Party B in Lump Sum Payment / \_\_\_\_\_ Installments upon the signature of this Agreement. (The following section is required for installment payments; Lump Sum payment does NOT require the following information):

6.1.1. Period 1: Within 15 days upon the signature of this Agreement signed into effect by the Parties, Party A shall remit the sum of \$\_\_\_ NTD of the project funding to Party B.

6.1.2. Period 2: Party A shall remit the sum of the Project funding \$\_\_\_ NTD to Party B within 15 days upon completion of the research conducted by the Principal Investigator and within the submission of the result (or final) report.

\*The number of installments and the percentage of the payments have defaulted 2 installments, 50% of each. Should different installment plans apply, it shall be detailed during stamping application.

6.2 Payments of the project shall be made through one of the following methods:

Demand Cheque: Payable-National Chiayi University

Wire transfer: Bank: CTBC Bank Chiayi Branch

Account: National Chiayi University 402 Designated Account

Account number: 082350003063 (Relevant processing fees, such as remittance processing fees will be remit separately by Party A)

#### Article 7 Funding Payments and Expenses

7.1 Party A shall submit the project funding letter (or other written form) indicating the project name and the number of installments to Party B, Party B shall thereupon reply issuing a separate receipt notice, Party B may terminate the cooperation agreement should Party A fails to remit on time.

7.2 Party B shall remit the research expenses per under the research budget accounts specifying in the project.

#### Article 8. Purchase of Instruments

The ownership of the books, instruments, and equipment purchased by the project funding shall be owned by Party B, and shall be included in the school property management.

#### Article 9. Ownership of the Research Outcome

9.1 The research and development results of this research project shall be owned by Party A, while patents, copyrights, and other intellectual property rights are jointly owned by Party A and Party B.

9.2 The intellectual property rights, such as technology and trademarks, which have been further developed by using the research and development of this research result is owned by Party A.

9.3 To guarantee the freedom of lecture, Party A agrees to grant non-exclusive permanent authorization to Party B which is an academic institution. Party B shall use and implement the research results for non-profit research, teaching or experimental purposes, and Party B may publish relevant academic papers (prior written consent from Party A is however required). Precautionary measures Party A should take including filing patent applications. Should the inventor upon filing a patent application is the members of Party B of this research project, the application fee shall be remitted by Party A.

## Article 10 Disclaimer Clause

10.1 The purpose of the research results of this industry-academia cooperation is to support future research and development and manufacturing reference for Party B, while not intended for Party A's technology or product. Should Party A develop this research result into a product, Party B shall not bear any liability for the functional effectiveness and safety of the product production and technology application.

10.2. Shall Party A infringes the intellectual property rights of a third party due to the use of the research outcome, the infringement is not attributable to Party B, Party A shall be liable for the infringement, however, Party B shall do utmost in assisting Party A with the issue. All costs are borne by Party A.

## Article 11 Confidentiality

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

11.2 Covenant not to reveal applies to the Parties. The personnel involved in the project shall abide by the provisions of this article. Should one of the parties involved in this research violates the provisions of this article, they shall be responsible for compensating the other party for TWICE the research funding.

## Article 12. Publication of Results

Party B may publicly publish the research results obtained in this study as academic literature papers, etc., but shall obtain Party A's consent in advance in written letter (or in other written forms).

## Article 13: Transfer of Rights

The rights and obligations of the Parties in this agreement shall not be transferred to any third party without the prior written consent of the other Party.

## Article 14 Project Modification

Party A may modify the contents of this project when it considers it necessary. However, the research progress and research funding shall be reasonably adjusted by agreement between the Parties. Should the agreement be terminated, either party has the right to notify the other party in writing to terminate this contract without being liable for any damages. In this case, Party A shall not require Party B to return the research funding it has used. Within 15 days after the termination of the project, the unused part of the research funds remitted by Party A shall be returned without interest.

## Article 15 Use of Names

Without the written consent of Party B (The Intellectual Property and Technology Transfer Review Committee), Party A shall not use Party B's school name or the name or logo of the affiliated college, department, institute, or personnel, or use any other means allowing public recognition that the products of Party B and Party A are relevant to commercial development (i.e., logos marked on the product packaging and labels).

## Article 16 Termination

16.1 Except as otherwise provided in this contract, if either party fails to fulfill this contract or fails to fulfill per under this contract, the other party may notify the Parties in writing seeking correction within 15 days. If corrections failed to be made within the period, the other Party may terminate the contract by written notice.

16.2 Should the contract is terminated by Party B to Party A's breach, Party B may confiscate the research costs that it has received from Party A. As such, the cost of Party B's arising from the execution of this plan within the funding limits of this project exceeds the amount remitted by Party A, Party A shall still bear liability to remit in proportion, and Party A is forbidden to request Party B to compensate for the loss.

16.3 Within 15 days after Party A terminates this contract due to Party B's breach of agreement, Party B shall return the unused part of the research funding received from Party A to Party A without interest, Party A may end the research funding that it shall remit. Should Party A believes that the continued implementation of this research is unable to achieve its intended purpose, Party

A may terminate this contract at any time. However, in this case, Party A shall notify Party B in writing to terminate the contract 15 days in advance, and Party B shall return the unused part of the research funding that it has received from Party A within 15 days after the termination of this contract. Party B shall, therefore, may not ask Party A to compensate for the damage and loss.

16.4 Upon termination of this contract, Party B shall own all the materials, patents, copyrights, or other intellectual property rights resulted from the project. Party A shall continue to abide by the regulations contained in Article 12.

#### Article 17 Force Majeure

Due to floods, fires, storms, earthquakes, or other reasons that are not attributable to a Party, which fails to perform this contract or fails to perform per under this contract, the Party is exempt from being responsible or liable for any failure or delay.

#### Article 18 Partial Invalidity

Under circumstances when partial terms of the contract are deemed invalid according to law, other terms shall continue to be valid.

#### Article 19 Effective Date

This contract shall be effective from the beginning of the research period as set out in Article 2 after the signature by the Parties per under the law.

#### Article 20 Consensual Jurisdiction

Any dispute or controversy between the parties concerning for this agreement shall be determined per under the laws of the Republic of China. The parties hereby submit and consent to the non-exclusive jurisdiction of the Chiayi District Court.

#### Article 21 Entire Agreement

21.1 The contract and its attachments constitute the entire agreement between the Parties in the case. Before the signature of the contract, any matters that have been agreed by the parties but are not recorded in this contract or its attachments are not deemed binding to the Parties.

21.2 The validity of the attachment shall be deemed an original. In the event of any dispute or misunderstanding as to the interpretation of the language or terms of this Agreement, the contract shall control.

#### Article 22 Counterparts

22.1 In Witness whereof, the parties hereto have executed this Agreement in three (3) counterparts, each such counterpart being deemed an original and all such counterparts together constituting one single instrument. The parties have delivered the Agreement, one (1) to Party A, another (1) to Party B and the other (1) to the Principal Investigator.

22.2 In case the agreement cannot be reached, terms may be modified per under the relevant laws and regulations set by Party B or updated under mutual consent.

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#### Contracting Party

Party A: (Name of the Company Registry)

Representative: (Signature)

Government Uniform Invoice number:

Address:

TEL:

Party B: National Chiayi University

Legal Agent: President Chyung Ay

Address: No.300 Syuefu Rd., Chiayi City 600, Taiwan (R.O.C.)

Principal Investigator:

Name: (Signature)

Title:

TEL:

YYYY/MM/DD

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Attachment 1: National Chiayi University Industry-Academia Cooperation Agreement

(This attachment is regarded as a part of the contract, and the contracted funding will be handled per under the contract.)

Application Council :		Department	
Principal Investigator :			
Project Name :			
Project Type	<input type="checkbox"/> Independent Study	<input type="checkbox"/> Inspection Test	<input type="checkbox"/> Technology Service <input type="checkbox"/> Consulting and Advisory Services <input type="checkbox"/> Others



Does this industry-academia cooperation project involve the following experiments? (Check any of the following, and attach the consent forms for the experiments)  Human experiment / Human specimen  Human embryo / Human embryonic stem cell  Gene recombination experiment / Gene transfection field experiment  Animal experiment

Project Period : YYYY/MM/DD to YYYY/MM/DD

Funding Budget Table

Budget Item	Amount	Description
Personnel Cost		<p>1. Including PI funds, Co-PI funds, supplementary premiums, etc.</p> <p>PI Funds: NTD * month * person = _____NTD.</p> <p>Co-PI Funds: NTD * month * person = _____NTD.</p> <p>2. Including full-time assistant salary, labor and health insurance premiums, etc.</p>
Functional Expenses		<p>1. Including lecture hour fees, attendance fees, meals, part-time assistant salaries, temporary wages, daily remuneration, labor and health insurance premiums, supplementary premiums, etc.</p> <p>2. Including printing costs, materials costs, rent, maintenance costs, items, rewards, miscellaneous expenses, etc.</p>
Travel & Delivery fee		Including domestic travel expenses and international travel expenses, etc.

Research Equipment Cost		
Administrative Fee		A 10% administrative fee should be set
Sum project funding (Total)		

Funding Modification and Virement System: (Please check with the cooperating unit on the form below under the mutually agreed method)

- Granted Entire Utilization:** The cooperating unit agrees to all sub-items in category A of the funding budget table, and its funds can be used and changed without the consent of the cooperating unit. (Funding changes will still require the school procedural approval)
- Granted Partial Utilization:** The cooperating unit agrees that the implementing unit may use each funding in the following sub-projects of type A, \_\_\_\_\_ (please fill in the items that are agreed to be used), and its funding can be changed and used without the consent of the cooperation unit. (Funding changes will still require the school procedural approval)
- Restrict of Arbitrarily Utilization:** Changes in funding require the signature of the cooperating unit and school procedural approval before utilization.

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Contents of the Industry-Academia Cooperation Project: (The Principal Investigator shall complete the following items accordingly)

(1) **Background and Purpose of the industry-academia cooperation project.** Please elaborate on the background and purpose of this industry-academia cooperation project, such as current situation analysis and problem diagnosis.

(2) Description of the research methods, steps, and projected progress of work. Please list separately: 1. The Research methods and the reasons used in this industry-academia cooperation project. 2. The expected difficulties and solutions. 3. Please elaborate on the necessity and projected results for regional studies trips abroad or to Mainland China

(3) Projects and results expected to be completed.

(4) Other implementation items agreed upon by the Parties after discussion.

I certify that the information submitted in this National Chiayi University Industry-Academia Cooperation Agreement is true and correct to the best of my knowledge, and did not infringe on the intellectual property rights of others. I have carefully reviewed the contents of the contract and declared to hold responsible for fulfilling the requirements down to case completion. I am willing to take full responsibility for any disputes or school losses incurred from the implementation of this project. I hereby declare that I agree to be bound by the terms and conditions as outlined therein.

(Total) Principal Investigator (Applicant): \_\_\_\_\_ (Signature)  
YYYY/MM/DD