

國立中興大學與_____公司合作契約書（範本）

Cooperation Agreement Between National Chung Hsing University and [Company] (Template)

國立中興大學（簡稱甲方）_____系（所）_____教授（簡稱乙方）將擔任_____公司（簡稱丙方）兼職或借調_____乙職，為落實產學合作事宜，特立本合約，以資遵循。

National Chung Hsing University (hereinafter referred to as "Party A") and Professor [Name] from the [Department/Institute] (hereinafter referred to as "Party B") will take on the position of [Position] at [Company] (hereinafter referred to as "Party C") as either a part-time or seconded role. This agreement is established to implement the industrial-academic cooperation and serve as a reference for adherence.

一、甲方依「國立中興大學專任教師校外兼職兼課處理要點」規定同意乙方，自_____年_____月_____日起至_____年_____月_____日止兼職或借調丙方_____乙職。

Party A agrees to allow Party B to hold the part-time or seconded position at Party C from [Start Date] to [End Date], in accordance with the "Guidelines for Handling External Part-Time and Concurrent Positions of Full-Time Teachers at National Chung Hsing University."

二、丙方同意於本約存續期間每月支付乙方新台幣_____元整之兼職或借調費，由甲方依相關法令規定轉發乙方，不得由丙方直接支付，但採電連存放方式支付並經丙方函知甲方者，不在此限。丙方並同意依甲方「國立中興大學專任教師兼職或借調營利事業機構或團體收取學術回饋金辦法」規定，每年支付甲方學術回饋金新台幣（下同）_____元（不含匯費），第一年度學術回饋金於簽約後_____日內支付，其餘年度學術回饋金於該年度_____月底前支付，總計_____元整。丙方依本條所為之支付以轉帳或現金為原則。

上述學術回饋金依教育部規定其實質回饋每年以不低於兼職教師一個月在學校支領之薪給總額為原則；丙方同意如教師薪資有所調整，學術回饋金須隨之調整，以符合教育部規定。

Party C agrees to pay Party B a monthly part-time or secondment fee of NT\$ [Amount] during the term of this agreement. Party A will forward this payment to Party B in accordance with relevant laws and regulations. Payment directly from Party C to Party B is not permitted, except if Party C informs Party A in writing and payment is made via electronic transfer. Party C also agrees to pay Party A an annual academic feedback fee of NT\$ [Amount] (excluding remittance fees) according to the "Regulations for Collection of Academic Feedback Funds by Full-Time Teachers at National Chung Hsing University." The first year's academic feedback fee shall be paid within [Number] days after signing the contract, and subsequent annual fees shall be paid before the end of each year, totaling NT\$ [Total Amount]. Payments should be made by bank transfer or in cash. The academic feedback fund should, by the Ministry of Education's regulations, be no less than the total salary for one month of a part-time teacher at the university. Party C agrees to adjust the academic feedback fund if there are salary adjustments for the teacher, to comply with Ministry of Education regulations.

三、乙方於合作期間終止甲方教職、終止擔任丙方兼職或借調或其他原因終止本合約者，甲方均不退還丙方學術回饋金。

If during the cooperation period Party B's teaching position at Party A is terminated, or Party B's part-time or secondment role at Party C is terminated, or for any other reason this agreement is terminated, Party A will not refund the academic feedback fee to Party C.

四、本合約因可歸責於丙方之事由，至無法繼續進行相關合作事宜者，甲方得以書面通知丙方終止合約。

If the agreement cannot continue due to reasons attributable to Party C, Party A may terminate the agreement by written notice to Party C.

五、本合約如有未盡事宜，由參方協議修正、增訂補充條款或換文處理。

Any matters not covered in this agreement shall be modified, supplemented, or revised by mutual agreement of all parties.

六、參方同意依本合約合作產生之研究成果，應依「國立中興大學研究發展成果管理及運用辦法」規定辦理。並依下列原則處理：

(一) 乙方為兼職丙方之職務時，其研究成果歸屬甲方所有。

(二) 乙方為借調丙方之職務時，其研究成果歸屬丙方所有。

(三) 乙方為借調丙方之職務，但仍運用本校資源時，其研究成果歸屬甲丙雙方共有。

(四) 丙方因本合作而有使用甲方既有智慧財產權之必要時，丙方應就該智慧財產權向甲方請求授權，授權條件另議。

The research results arising from this cooperation shall be handled according to the "Regulations for the Management and Use of Research and Development Results at National Chung Hsing University" and the following principles: (1) When Party B is holding a part-time position at Party C, the research results shall belong to Party A. (2) When Party B is seconded to Party C, the research results shall belong to Party C. (3) When Party B is seconded to Party C but still utilizes university resources, the research results shall be jointly owned by Party A and Party C. (4) If Party C needs to use existing intellectual property rights of Party A due to this cooperation, Party C must request authorization from Party A, with the terms to be negotiated separately.

七、本合約衍生之法律爭議糾紛，參方應以善意盡力協調解決之，於不能解決之情形，經甲方同意後，得於台中市提付仲裁，並依中華民國仲裁法解決；於法院訴訟時，參方同意以台中地方法院為第一審管轄法院，並適用中華民國法律解決。

Any legal disputes arising from this agreement should be resolved through good faith negotiations. If resolution is not possible, after Party A's consent, arbitration may be sought in Taichung City, and the arbitration shall be conducted in accordance with the Arbitration Law of the Republic of China. In the event of litigation, the parties agree to submit to the jurisdiction of the Taichung District Court as the court of first instance and to resolve the matter according to the laws of the Republic of China.

八、本合約乙式三份，甲乙丙方各執一份。

This agreement is made in triplicate, with one copy held by each party.

立合約人

Contracting Parties

甲 方：國立中興大學
代 表 人：
地 址：

乙 方： 身份證字號：
戶 籍 地 址：

丙 方： 公 司
負 責 人：
地 址：

Party A: National Chung Hsing University

Representative:

Address:

Party B: [Name]

ID Number:

Address:

Party C: [Company]

Responsible Person:

Address:

中華民國 年 月 日

Date: [Date in the Republic of China calendar]