

國立中興大學產學技術聯盟合約

National Chung Hsing University Academia-Industry Technological Alliance Contract

中華民國 102 年 6 月 11 日第 379 次行政會議訂定

中華民國 103 年 9 月 10 日第 387 次行政會議修正通過 (第 1、7 條)

中華民國 111 年 8 月 31 日第 450 次行政會議修正通過 (引言、第 1 條)

立約人 _____ (以下簡稱甲方) 與國立中興大學 (以下簡稱乙方), 茲因乙方依據「國家科學及技術委員會補助產學技術聯盟合作計畫作業要點」, 以乙方已建立之核心技術, 與相關之上中下游產業界建構 _____ 產學技術合作聯盟 (以下簡稱本聯盟), 就甲方加入乙方本聯盟, 雙方特訂立本合約, 並同意條款如下:

_____ (hereinafter referred to as Party A) and National Chung Hsing University (hereinafter referred to as Party B), hereby agree to enter into this Agreement and agree to the following terms and conditions for Party A to join Party B in this alliance, in accordance with the "Key Points of the National Science and Technology Commission Subsidized Industry-Technology Alliances Cooperation Program", and for Party B to use Party B's established core technologies to establish the _____ Industry-Technology Cooperation Alliance (hereinafter referred to as the Alliance). (hereinafter referred to as the "Alliance"), the parties hereby enter into this contract and agree to the following terms and conditions in connection with Party A's participation in Party B's Alliance:

第一條：聯盟與會員

- 一、甲方同意加入乙方設立之本聯盟, 乙方同意接受甲方加入本聯盟為會員。
- 二、甲方同意遵循本聯盟、乙方及國家科學及技術委員會之相關法規。

Article 1: The Union and Membership

- 1.1 Party A agrees to join this alliance established by Party B, and Party B agrees to accept Party A to join this alliance as a member.
- 1.2 Party A agrees to follow the relevant laws and regulations of the Alliance, Party B and the National Science and Technology Commission.

第二條：會員資格

甲方於本約依法簽訂後即取得本聯盟會員資格。甲方會員資格於簽約日起一年內有效，期滿時甲方如續繳年費則視同續約。

Article 2: Membership

Party A obtains the membership of the Alliance after the signing of this Agreement. Party A's membership is valid for one year from the date of signing the contract, and if Party A renews the annual fee upon expiration, it will be regarded as a renewal of the contract.

第三條：聯盟年費

一、甲方同意給付乙方聯盟年費每年新台幣_____（含稅），並於簽約後一個月內支付。乙方收到款項後開立發票予甲方，年費一經給付，縱因合約終止或解除亦不退還。

二、乙方提供之發票，詳細資訊如下：

營業人名稱：國立中興大學對外服務管理委員會

統一編號：87171374

Article 3: Annual Affiliate Fee

3.1 Party A agrees to pay Party B an annual affiliate fee of NT\$_____ (tax included) per year, which will be payable one month after signing the contract.

The annual fee shall be paid within one month. Party B will issue an invoice to Party A upon receipt of the payment. Once the annual fee is paid, it will not be refunded even if the contract is terminated or canceled.

3.2 Details of the invoices provided by Party B are as follows:

Name of Business Owner: National Chung Hsing University External Service Management Committee

Unicode: 87171374

第四條：費用動支

乙方應將本聯盟之年費收入單獨設帳，甲方同意本聯盟之會員年費收入得依本聯盟成立宗旨及乙方各支用辦法及相關法規動支，包含_____等與本聯盟運作

相關之支出。

Article 4: Expenditure

Party B shall set up a separate account for the annual fee income of the Alliance, and Party A agrees that the annual fee income of the members of the Alliance may be utilized in accordance with the purpose of the establishment of the Alliance, Party B's various expenditure methods and relevant laws and regulations, including _____ and other expenditures related to the operation of the Alliance.

第五條：會員權利

甲方在其會員資格有效期間得參與本聯盟下列合作項目：(請勾選，可複選)

- 提供訓練課程，推廣教育、學術研討會等服務（不定期）。
- 技術授權（授權條件另議，須另行簽約）。
- 產學合作研究計畫（須另行簽約）。
- 配合會員需求提供技術文件摘要等（另行收費）。
- 技術服務（另行收費）。
- 專業諮詢服務（另行收費）。
- 配合會員需求提供訪廠現地指導（另行收費）。
- 其他：

Article 5: Membership Rights

Party A may participate in the following cooperative projects of the Alliance during the validity period of its membership: (Please check and repeat)

- Provide services such as training courses, promotional education and academic seminars (from time to time).
- Technology License (License conditions to be negotiated and subject to separate contract)
- Industry-academia cooperative research program (subject to separate contract).
- Provision of technical document summaries, etc., in response to members' requests (separate charge).

Technical services (separate charge)

Professional consulting services (separate fee).

Provide on-site factory visit guidance in line with members' needs (additional charge).

Others:

第六條：保密義務

一、甲乙雙方因參與第五條所述之合作項目而知悉或持有與合作項目相關之機密文件或資訊時，對於前述文件或資訊具有保密之義務。

二、甲乙雙方應確認參與本聯盟之相關研究人員知悉本合約之保密義務。

Article 6: Obligation of confidentiality

6.1 A and B are aware of or in possession of confidential documents related to the Cooperation Project as a result of their participation in the Cooperation Project as described in Article 5. In the event of a breach of confidentiality, the Company shall be obligated to maintain the confidentiality of such documents or information.

6.2 Both parties shall recognize that the researchers participating in the Consortium are aware of the confidentiality obligations under this Agreement.

第七條：智財權歸屬及成果發表

一、因本合約衍生之合作項目所獲得之研發成果（以下簡稱本成果），除經國科會認定歸屬該部所有者或另有契約約定外，全部歸屬乙方所有。

二、甲方運用或推廣本成果時，在未獲得國科會及乙方書面同意前，不得在利用本成果時（包括但不限於產品、商品或服務之公開行銷、推廣或廣告文宣等），引用國科會及乙方之名稱、會徽、校徽或其他表徵；亦不得以其他任何方式表示國科會與乙方及其他聯盟會員有任何關連。甲方若違反前開規定，乙方將請求損害賠償。

三、因本成果而產製之專利產品，應明確標示專利證書號數。

四、乙方得將其在本聯盟各項合作項目中產生之研究成果公開發表之，但若有牽涉到甲方之機密資訊者應於事前得到甲方之同意。甲方無正當理由時，不得拒絕

之。

Article 7: Intellectual Property Rights and Publication of Results

7.1 The R&D results obtained from the cooperative projects derived from this Agreement (hereinafter referred to as the Results) shall be subject to the approval of the National Science Council (hereinafter referred to as "NSC"). Unless it is recognized as belonging to the owner of the Department or otherwise contractually agreed, it shall be wholly owned by you.

7.2 When Party A utilizes or promotes the Achievements, Party A shall not utilize the Achievements before obtaining the written consent of the National Science Council and Party B. When the results (including but not limited to the public marketing, promotion or advertisement of products, goods or services), cite the name, logo, emblem or other symbols of NSC and Party B; and shall not in any other way indicate that NSC is in any way related to Party B and other members of the Alliance. If Party A violates the preceding provisions, Party B will claim damages.

7.3 Patented products produced as a result of this work shall be clearly labeled with the number of the patent certificate.

7.4 Party B may publish the research results produced by Party B in the various cooperative projects of the Alliance, but if there is any Anyone who accesses our confidential information shall obtain our prior consent. Party A shall not refuse without proper reason.

第八條：合約修改

本合約之修改或增刪，非經雙方以書面方式訂定，不生效力。

Article 8: Contract Modification

No modification or addition or deletion to this Agreement shall be effective unless mutually agreed upon in writing.

第九條：合約終止

- 一、雙方於本合約有效期間內，得經書面同意終止本合約。
- 二、除本合約另有約定外，任何一方如違反或未履行本合約任一條款時，他方得以

書面通知違反或未履行合約之一方於三十天內改善，逾期未改善者，本合約立即終止。

Article 9: Termination of Contract

9.1 The parties may terminate this contract by written consent during the term of this contract.

9.2 Unless otherwise provided in this Agreement, if either party breaches or fails to fulfill any of the terms of this Agreement, the other party shall have the right to terminate this contract immediately if the breaching or non-performing party is notified in writing to make improvement within thirty (30) days and if no improvement is made after the deadline.

第十條：合約有效期間

本合約有效期間為簽約日起一年（即__年__月__日至__年__月__日），雙方若無異議得依第三條規定展延，不限展延次數。惟年費調整時，應依調整後之年費為準。

Article 10: Period of validity of the contract

This contract shall be valid for one year from the date of signing (i.e., from _____ to _____), and may be extended in accordance with the provisions of Article 3 without limitation on the number of times it may be extended. However, if the annual fee is adjusted, the adjusted annual fee shall prevail.

第十一條：管轄法院

關於本合約或因本合約而引起之糾紛，甲乙雙方同意以誠信原則解決，如有訴訟之必要時，甲乙雙方同意以臺灣臺中地方法院為第一審管轄法院。

Article 11: Jurisdictional courts

With respect to this contract or disputes arising out of this contract, both parties agree to resolve them in good faith, and if litigation is necessary, both parties agree that the Taichung District Court in Taiwan shall be the court of first jurisdiction.

第十二條：合約份數

本合約壹式參份，由甲乙雙方及聯盟負責人各執壹份為憑。

Article 12: Number of Contracts

This contract is in one copy, by the A and B parties and the person in charge of the alliance, each of which will execute one copy.

立約人

甲方： (印信 seal)
代表人： (簽章 Signature)
職稱：
地址：
聯絡電話：
統一編號：
Representative:
Title:
Address:
Contact telephone number:
Standardized number:

乙方：國立中興大學 (印信 seal)
代表人：校長 (簽章 Signature)
聯盟負責人： (簽章 Signature)
任職系所及職稱：
聯絡電話：
地 址：臺中市402南區國光路250號

中 華 民 國 年 月 日