

國立中興大學委託服務合約書

National Chung Hsing University External Service contract

立合約書人：_____ (以下簡稱甲方)、國立中興大學 (以下簡稱乙方) 以及_____ 教授(以下簡稱丙方)，茲因甲方委託乙方進行_____ 之服務，並由丙方執行委託之服務，三方同意本於誠信原則，協議下列條款，以為共同遵守：

This is a contract between: (hereinafter referred to as Party A), National Chung Hsing University (hereinafter referred to as Party B), and Professor (hereinafter referred to as Party C). Due to Party A commissioning Party B to perform services, which will be executed by Party C, all three parties agree to the following terms based on the principle of good faith:

第一條 合作資格

甲方須擔保其非為經濟部「大陸地區人民來臺投資許可辦法」中所定義之「陸資投資事業」。若後經證實甲方屬陸資投資事業，本研究計畫視為自始無效，乙丙方不負任何法律責任，亦無需返還或賠償任何款項，另保留相關民、刑法訴訟權利。

Article 1: Qualification for Cooperation

Party A must guarantee that it is not defined as a "mainland investment enterprise" under the "Regulations Governing Permission for Investment by Mainland Area People in Taiwan" by the Ministry of Economic Affairs. If it is later confirmed that Party A is a mainland investment enterprise, this research project will be deemed invalid from the beginning, and Parties B and C will bear no legal responsibility and need not return or compensate any funds, while retaining relevant civil and criminal rights.

第二條 執行期間：自民國_____ 年 _____ 月 _____ 日起至 _____ 年 _____ 月 _____ 日止。乙方如因事實需要，認為有延長之必要時，應於執行期限內徵得甲方書面同

意後延長之。

Article 2: Execution Period

The execution period is from _____ to _____. If Party B deems it necessary to extend the period due to factual circumstances, it must obtain Party A's written consent within the execution period.

第三條 雙方合意訂定本服務內容(以下簡稱本服務)，詳如附件一，本服務不得違背國家法令、生命尊嚴、各種倫理規範、公共秩序、善良風俗或衛生。若有違反，乙丙方無履行之義務。

Article 3: Service Content

Both parties agree to define the service content (hereinafter referred to as "the service") as detailed in Attachment 1. This service must not violate national laws, human dignity, various ethical standards, public order, good morals, or hygiene. If violated, Parties B and C will have no obligation to perform.

第四條 本服務之費用

一、本服務之費用總計新台幣_____元整(含稅)，甲方依付款方式付清，乙方收到款項後開立發票予甲方。

二、付款方式：

由甲方於合約生效後____日內一次付清。

本服務之費用依下列條件，由甲方分三期支付乙方：

(一)甲方於合約生效後十日內應撥付乙方執行經費總金額百分之____，計新台幣_____元整。

(二)甲方於丙方提出期中報告後十日內撥付乙方執行經費總金額百分之____，計新台幣_____元整。

(三)甲方於丙方完成本服務並提出結案報告後十日內撥付乙方執行經費總金額百分之____，計新台幣_____元整。

三、本服務如有延長執行期間，且執行經費為分期付款者，執行經費之相關支出依乙方內部之行政作業辦理，丙方應於尾款到校後一個月內完成費用報支程序。

Article 4: Service Fees

4.1 The total service fee is NT\$_____ (including tax), which Party A will pay according to the payment method. Party B will issue an invoice to Party A upon receipt of the payment.

4.2 Payment methods:

Party A will pay in full within ___ days after the contract takes effect.

The service fee will be paid in three installments by Party A under the following conditions:

(1) Party A shall pay Party B % of the total execution fee within ten days after the contract takes effect, amounting to NT\$_____.

(2) Party A shall pay Party B % of the total execution fee within ten days after Party C submits the mid-term report, amounting to NT\$_____.

(3) Party A shall pay Party B % of the total execution fee within ten days after Party C completes the service and submits the final report, amounting to NT\$_____.

4.3 If the execution period is extended and the execution fee is to be paid in installments, the relevant expenses will be handled by Party B's internal administrative procedures. Party C must complete the expense reimbursement procedures within one month after the final payment is received.

第五條 丙方應於執行期滿_____日內，備妥結案報告_____份交付甲方，結案報告費用已包含在執行經費內。丙方若逾期未繳交結案報告，甲方得限期丙方提出結案報告，若丙方逾期仍未提出，致甲方受有損害者，甲方得向丙方請求損害賠償。但損害賠償最高不得超過丙方已受領之執行經費總額。

Article 5: Final Report

Party C must prepare ___ copies of the final report within ___ days after the execution period ends and deliver them to Party A. The cost of the final report is included in the execution fee. If Party C fails to submit the final report on time, Party A may set a deadline for Party C to present the final report. If Party C still fails to submit it, causing damage to Party A, Party A may seek compensation from Party

C. However, the compensation shall not exceed the total amount of execution fees received by Party C.

第六條 支付方式

(一)執行經費之支付，甲方應以即期支票(抬頭:國立中興大學)繳送乙方或將款項匯入乙方專戶(第一商業銀行台中分行；帳號：401-30-099556；戶名：國立中興大學校務基金 401 專戶)或以現金方式至乙方總務處出納組繳交。

(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 6: Payment Method

Article 6: Payment Method

6.1 The execution fee shall be paid by Party A via a sight draft (payable to: National Chung Hsing University) or by transferring the funds to Party B's designated account (First Commercial Bank, Taichung Branch; Account No.: 401-30-099556; Account Name: National Chung Hsing University Administration Fund 401) or in cash at Party B's General Affairs Office.

6.2 Invoice details provided by Party B are as follows:

Business Name: National Chung Hsing University External Services Management Committee

Unified Number: 87171374

第七條 結案報告

(一) 結案報告除內容之真實性外，乙丙方不擔保結案報告之合用性及商品化之可能性。

(二) 結案報告，僅供甲方參考之用，甲方除獲乙丙方之書面同意外不得以任何形式公開發表或作為商業用途(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)，甲方不得引用乙方或丙方之名稱、校徽、標誌、商標或其他表徵；亦不得以其他任何方式表示乙丙方與甲方之產品或服務有任何關連。

(三)因結案報告衍生之任何糾紛或民、刑事責任，甲方同意自行負責，概與乙丙方無涉，乙丙方亦無須返還或賠償任何款項。

Article 7: Final Report

7.1 Except for the authenticity of the content, Parties B and C do not guarantee the usability and marketability of the final report.

7.2 The final report is for Party A's reference only. Party A shall not publicly disclose or use it for commercial purposes (including but not limited to public marketing, promotion, or advertising) without written consent from Parties B and C. Party A shall not use the name, emblem, logo, trademark, or other representations of Parties B and C in any manner, nor imply any connection between Parties B and C and Party A's products or services.

7.3 Party A agrees to bear all responsibilities for any disputes or civil and criminal liabilities arising from the final report, and Parties B and C shall have no involvement, and shall not be required to return or compensate any funds.

第八條 本合約執行經費所購置之圖書、期刊、儀器及設備，所有權歸屬乙方所有。

Article 8: Ownership of Purchased Items

All items such as books, journals, instruments, and equipment purchased with the execution fee of this contract shall belong to Party B.

第九條 合約之終止與處理

- (一) 甲方認為本服務已無執行之必要時，得以書面方式通知乙丙方終止本合約，丙方應於三十日曆天內返還甲方提供之相關資料、物品，惟因本服務之執行而遭破壞或消滅者不在此限，合約終止前甲方已支付乙方之執行經費，乙方不予退還甲方。若甲方已支付乙方之執行經費不足支應丙方於合約終止前因執行本服務所發生之費用時，丙方得向甲方請求，甲方不得拒絕。
- (二) 本服務執行期間若因不可抗力或不可歸責於乙丙方之事由，本服務難以繼續執行時，乙方或丙方得通知甲方終止本合約，合約終止前甲方已支付乙方之執行經費，乙方不予退還甲方。

Article 9: Termination and Handling of the Contract

9.1 If Party A deems that the service is no longer necessary, it may notify Parties B and C in writing to terminate the contract. Party C must return the relevant materials and items provided by Party A within thirty days. However, items damaged or destroyed due to the execution of the service shall not be returned. Party A shall not receive a refund for any execution fees already paid to Party B. If the execution fees paid by Party A are insufficient to cover the expenses incurred by Party C before the termination of the contract, Party C may request Party A to pay the difference, which Party A shall not refuse.

9.2 If the execution of the service becomes impossible due to force majeure or reasons not attributable to Parties B and C during the execution period, either Party B or C may notify Party A to terminate the contract. Party A shall not receive a refund for any execution fees already paid to Party B.

第十條 保密責任

- (一) 甲、丙方均應以善良管理人之注意，妥善保管因本合約而知悉或持有未公開之技術資料及其相關資料，不得任意洩漏或交付任何第三人或使第三人知悉。
- (二) 甲方應要求其員工及相關人員共同遵守此保密責任，若因可歸責於甲方或其員工及相關人員之事由，而違反本條款者，視為甲方違約。縱因本合約期滿、終止或解除，甲方亦須負保密責任，若有違反，應賠償乙丙方之損失。

Article 10: Confidentiality Responsibilities

10.1 Both Parties A and C shall exercise due diligence to properly safeguard any unpublished technical information and related materials obtained through this contract and shall not disclose or deliver them to any third party or allow any third party to know.

10.2 Party A shall require its employees and related personnel to comply with this confidentiality responsibility. If any violation occurs due to Party A or its employees and related personnel, it shall be considered a breach of contract by Party A. Even after the contract has expired, been terminated, or rescinded, Party A shall remain

responsible for confidentiality. If violated, Party A shall compensate Parties B and C for their losses.

第十一條 甲方若違反第三條、第七條第二款及第十條，應支付乙方本合約執行經費總金額之三倍作為違約賠償金，並負相關之民、刑事責任及損害賠償責任。

Article 11: Breach of Contract

If Party A violates Articles 2, 7, or 9, it shall pay Party B three times the total execution fee of this contract as liquidated damages and bear relevant civil, criminal, and compensation responsibilities.

第十二條 本委託服務合約書正本壹式參份，甲乙丙三方各執乙份，自簽定後生效。

Article 12: Copies of the Contract

This commissioned service contract is made in three original copies, with each party (A, B, and C) holding one copy, effective upon signing.

第十三條 本合約任何爭議之解決以臺灣臺中地方法院為第一審管轄法院。但如經三方同意亦得提付仲裁。

Article 13: Dispute Resolution

Any disputes arising from this contract shall be resolved in the Taichung District Court of Taiwan as the court of first instance. However, if all three parties agree, arbitration may also be pursued.

甲 方：_____公司

代 表 人：

統 一 編 號：

地 址：

Party A: _____ Company

Representative:

Unified Number:

Address:

乙 方：國立中興大學

代 表 人： 校長

地 址：402 臺中市南區興大路 145 號

Party B: National Chung Hsing University

Representative: President

Address: 145 Hsingda Road, South District, Taichung City 402

丙 方：_____教授

系 所：

地 址：402 臺中市南區興大路 145 號

Party C: _____ Professor

Department:

Address: 145 Hsingda Road, South District, Taichung City 402

中 華 民 國 年 月 日

附件一：服務內容

Attachment 1: Service Content

執行同意書請檢附在乙丙方合約書後方。
Please attach the execution consent form to the back
of the contract between Party B and Party C.

國立中興大學產學合作計畫執行同意書

National Chung Hsing University

Industry Academic Cooperation Program Implementation Consent Form

104年1月7日第389次行政會議通過

107年3月7日第413次行政會議修正通過

立同意書人即本產學合作計畫主持人：_____系(所)_____教授，以國立中興大學名義執行計畫名稱_____

(以下簡稱本計畫)，計畫經費：新台幣(大寫)_____仟_____佰_____拾_____萬_____仟_____佰_____拾_____元整。

茲願依學校有關規定執行本計畫，並同意遵守下列規定：

The person who signed the consent letter is the host of this industry-university cooperation project: Professor of the Department (Institute), the name of the project to be implemented in the name of National Chung Hsing University is _____(hereinafter referred to as the project), project funds: NTD_____am willing to implement this plan in accordance with the relevant regulations of the school, and agree to abide by the following regulations:

- 一、本計畫研究期間自民國_____年_____月_____日起至_____年_____月_____日止。有關計畫執行期間之變更或延期、經費分配、動支核銷等相關事宜，應依合約書、「國立中興大學建教合作收入之收支管理要點」及政府相關法令規定辦理。本計畫之經費，應依校內報支程序，檢據核實報銷。

The research period of this project starts from / / to / / 止. Changes or extensions during the implementation period of the plan, allocation of funds, write-off of expenditures and other related matters should be handled in accordance with the contract, "Key Points of Revenue and Expenditure Management of National Chung Hsing University's Educational Cooperation Income" and relevant government laws and regulations. Funds for this project should be reimbursed in accordance with the school's internal expense reporting procedures and verified with evidence.

- 二、本計畫如涉及下列事項，計畫主持人應依據有關規定辦理：

1. 涉及人體試驗、採集人體檢體者，計畫主持人應依「國立中興大學人體試驗委員會審核辦法」及政府相關法令規定檢具受試(檢)者同意書；實驗過程應顧及人道並尊重受試(檢)者個人權益與安全措施，如發生人體實驗或採集檢體之法律問題，均由主持人自負完全責任。
2. 涉及人類胚胎或人類胚胎幹細胞實驗，應遵守有關法令並經醫學研究倫理委員會或人體試驗委員會審查同意始得執行。
3. 涉及人類研究倫理，應符合「國立中興大學人類研究倫理審查辦法」及政府相關法令規定。
4. 如有動物實驗，同意遵守「國立中興大學實驗動物照護及使用委員會設置及管理辦法」及政府相關法令規定辦理。
5. 如有進行基因重組、基因轉殖田間試驗、具危害性微生物或病毒之實驗，應遵守「國立中興大學生物實驗安全委員會設置辦法」與政府相關法令規定，確實做好安全防護措施。
6. 適用政府採購法之建教合作計畫，應遵守政府採購法相關規定，落實履約責任。

If this project involves the following matters, the project leader shall handle them in accordance with relevant regulations:

1. For those involving human experimentation and the collection of human specimens, the project leader should obtain the subject's consent form in accordance with the "National Chung Hsing University Human Experimentation Committee Review Methods" and relevant government laws and regulations; the experimental process should take into account humanity and respect for the subjects. The personal rights and safety measures of the testers, and any legal issues arising from human experimentation or specimen collection, are the sole responsibility of the host.
2. Experiments involving human embryos or human embryonic stem cells must comply with relevant laws and regulations and must be reviewed and approved by the Medical Research Ethics Committee or Human Experimentation Committee before execution.
3. When it comes to human research ethics, it should comply with the "National Chung Hsing University Human Research Ethics Review Measures" and relevant government laws and regulations.
4. If there is any animal experiment, you agree to abide by the "Regulations on the Establishment and Management of the Laboratory Animal Care and Use Committee of National Chung Hsing University" and relevant government laws and regulations.
5. If genetic recombination, gene transfection field trials, or experiments with harmful microorganisms or viruses are conducted, the "Regulations on the Establishment of the National Chung Hsing University Biological Experiment Safety Committee" and relevant government laws and regulations should be followed, and safety protection measures must be taken.
6. Construction and education cooperation plans that are subject to the Government Procurement Law shall abide by the relevant provisions of the Government Procurement Law and implement contract performance responsibilities.

- 三、計畫主持人對於計畫內容與研究成果涉及專利或其他智慧財產權者，應保證係自行研究發展所得，無抄襲、仿冒、侵害他人權利、違反法令或公序良俗之情事。如有造成學校之權利或名譽受損者，學校得依法主張權利或追究其法律責任，並得要求損害賠償。

If the project content and research results involve patents or other intellectual property rights, the project host should ensure that they are obtained from their own research and development, and there is no plagiarism, counterfeiting, infringement of other people's rights, violation of laws or public order and good customs. If the rights or reputation of the school are damaged, the school may claim rights or pursue legal liability according to law, and may demand compensation for damages.

- 四、有關本計畫研發成果(包含專利權、著作權、營業秘密、專門技術 know-how、積體電路佈局及其他技術資料等智慧財產權)，或合約書要求保密者，計畫主持人應嚴守保密義務，確認參與之全部人員(包含研究助理、學生等)，皆已循校內流程簽署保密同意書。日後若有未簽署之參與人員，違反保密義務者，計畫主持人願負責賠償違反保密義務之責任，並配合本校解決相關糾紛。

Regarding the R&D results of this program (including intellectual property rights such as patents, copyrights, trade secrets, know-how, integrated circuit layouts, and other technical data), or contracts that require the confidentiality of the results, the program chairperson shall strictly abide by the obligation of confidentiality, and confirm that all participants (including research assistants,

students, etc.) have signed the confidentiality consent form in accordance with the internal procedures of the university. In the event that any unsigned participant violates the confidentiality obligation in the future, the program chair is willing to compensate for the breach of confidentiality obligation and cooperate with the university in resolving related disputes.

- 五、計畫主持人執行計畫如有違反相關辦法或合約書之規定，導致任何金錢上之懲罰或賠償時，應無條件承擔所有責任。

If the project leader violates relevant regulations or contract provisions when executing the project, resulting in any monetary penalties or compensation, he shall unconditionally bear all responsibilities.

- 六、計畫主持人執行機密性研究計畫應依「科技資料保密要點」及其他相關法令規定與委託單位合約之相關要求處理。

The project leader shall implement confidential research projects in accordance with the "Key Points of Confidentiality of Scientific and Technological Information" and other relevant legal provisions and relevant requirements of the contract with the entrusting unit.

- 七、本同意書一式二份，由本校研究發展處及計畫主持人各收執一份。

This consent form is made in duplicate, and one copy will be received by each of the Research and Development Office of the school and the project coordinator.

此 致 Sincerely

國立中興大學 National Chung Hsing University

計畫主持人：_____ (簽名或蓋章)
Project host: (Signature or seal)

中 華 民 國 年(Y) 月(M) 日
(D)