
國立暨南國際大學
與

(公司行號)

建教合作研究計畫合約書

National Chi Nan University
and

Cooperative Research Plan Contract

中 華 民 國 年 月
(month), (year)

國立暨南國際大學（以下稱甲方）

National Chi Nan University (or "Party A" hereinafter)

立合約書人

Promisor

_____ (以下稱乙方)

_____ (or "Party B" hereinafter)

茲為乙方委託甲方進行 _____ 研究計畫事宜（以下稱本研究計畫），
甲方及乙方共同訂立本研究計畫合約（以下簡稱本合約），甲乙雙方同意遵守條款如下：

Due to that Party B commissions Party A to research for a _____ Project,
both parties establish this research plan contract (or the "Contract" hereinafter), and
both parties agree the terms below:

第一條 研究內容

1. Research Content

本研究計畫內容，包括以下各項，並依附件研究計畫書內容執行。

The content of this research includes all items below and will be
executed according to appended research plan proposal.

第二條 研究期間

2. Time Frame

本研究計畫進行期間自西元____年__月__日起至____年__月__日
止。

This research plan will start from ____日__月,____年 and finish
by ____ , ____.

第三條 研究經費

3. Research Funding

乙方應給付甲方之研究費用總額為新臺幣（以下同）_____元整（含
稅），各細項金額詳如研究計畫書所示。

Party B should pay Party A totally NTD _____ (tax included) for
the cost of the research.

第四條 研究費用付款方式

4. Payment Terms for the Research Fund

一、研究費用由乙方依下列規定分_____期撥付甲方，具體付款時間及方式請見附件 A。

1. Research fund will be paid by Party B in _____ installments according to schedule in Appendix A.

二、甲方應依據附件 A 的時間節點提出自行收納款項統一收據（以下簡稱收據）向乙方請領研究費用，乙方於收到甲方收據後，應於十五日曆日內付清款項。

如乙方逾期未付款，應自接受甲方收據后第三十日起至付款日止，依當期應付款項總額之萬分之五，按日計付違約金予甲方。如乙方自接受甲方收據之次日起逾六十日仍未付清款項，甲方得終止本合約全部或一部。

2. Party A will provide receipts to Party B according to schedule in Appendix A as request for payment. Party B shall pay the payables within 15 calendar days after receiving receipts from Party A .

If Party B does not pay in time, Party B will pay 0.05% of the payables for every late calendar day to Party A starting from the 30th day after reception of the receipts until Party B pays the payables. If Party B doesn't pay the payables beyond 60 days from receiving the receipts, Party A has the right to terminate the entire or part of the Contract.

第五條 設備借貸

5. Equipment Borrowing

一、 甲方及計畫主持人因執行本研究計畫所需，在不影響乙方正常運作情形下得借用乙方之有關設備。

1. Party A and its project leader could borrow necessary equipment from Party B in the way that it won't disturb Party B's normal operation.

二、 甲方及計畫主持人應盡善良管理人保管借用設備，設備之往返運送、運費及其產險費均由甲方負擔。

2. Party A and its project leader should be the kindhearted administrator to take care of the borrowed equipment. The costs of logistics, shipping, insurance, etc. of the equipment should be covered by Party A.

第六條 購置圖儀器材產權歸屬

6. Property of Purchased Books, Equipment

甲方為本研究計畫所購置之圖書、儀器、器材及一切相關設備，除本合約另有規定者外，產權均歸甲方所有。

The property ownership of books, instruments, equipment, and other related hardware purchased by Party A for the research belongs to Party A unless there are other provisions in the Contract.

第七條 研究進度

7. Research Progress

甲方之計畫主持人應依研究計畫書進度執行研究（见附件 A），乙方得視計畫需要，要求計畫主持人提出本研究計畫進度口頭報告及相關資料，或派員至甲方瞭解研究進度。

1. Party A and its project leader should work on the project based on research plan proposal (see Appendix A). Party B could request the project leader to provide verbal project progress reports or related materials when needed, or Party B can send people to Party A to understand project progress.

第八條 研究成果報告

8. Research Achievement Report

甲方之計畫主持人應依研究計畫書規定期限，繳交研究成果報告予乙方。

Party A and its project leader should provide research achievement reports to Party B according to the time frame defined in the research plan proposal.

第九條 研究成果智慧財產權歸屬

9. Ownership of achievements and Intellectual Property (IP)

一、 甲乙雙方於本研究執行前所擁有之研發成果及智慧財產權，各歸屬該方所有，乙方若需使用甲方之既有研發成果或智慧財產權，需向甲方及計畫主持人取得授權後，始得使用；甲方及計畫主持人因執行本研究所產出研發成果或可能獲得之專利權或其他智慧財產權，皆歸甲乙雙方共同擁有。但乙方得於在項目進行期間及____年____月____後之____年內測試甲方之研究成果，之後依測試情況及乙方意願，乙方擁有排他的、單方的以技術轉移名義向甲方購買此計畫所衍生之專利權及其他智慧財產的權利，金額為新臺幣壹佰捌拾萬元整，乙方付清協商金額款項後給甲方後，乙方即擁有 100% 本研究研發成果所獲得之專利權或其他智慧財產權。

1. The ownership of the achievements and IP that the Parties own before the project stay respectively to each other. If Party B needs to use the achievements and IP developed by Party A before the project, it needs to be authorized by Party A. The ownership of the IP created during the project belongs to both Parties. The achievements, patent(s) and any other IP generated through the project executed by Party A and its project leader belong to both Party A and Party B. Party B can test the performance of the project products any time during the project and within ____ year after _____. After the testing, Party B has the exclusive and unilateral right to buy all the patent(s) and other IP of the project for a fixed fee (under the name of “Technology Transfer Fee” or “TTF”). The amount of TTF is NTD 1,800,000. After Party B pays 100% of TTF to Party A, Party B will obtain 100% ownership of the patent(s) and any other IP generated through the project.

二、 甲方及計畫主持人不得自行將前項研究成果向任何機關申請專利權或其他智慧財產權之註冊登記。

2. Party A and its project leader can't apply patent(s) or register the IP that are generated from the project stated in above article without Party B's consent.

三、乙方在繳付甲方技術轉移費之前得將共有研發成果向有關機關申請專利權之註冊登記，惟申請或登記時雙方須同為申請權共有人，且以乙方為代表人。乙方負擔所有申請、登記、取得權利及維護之相關費用，甲方及計畫主持人則提供一切必要之技術協助。乙方另應將雙方共有之專利申請相關資料（包括申請案之申請日、申請號、專利說明書電子檔、專利證書影本、專利權授權登記、專利權消滅或被撤銷等資料）通知並複製二份送予甲方及計畫主持人。

3. If the parties decide to apply patent(s) before paying Party A the TTF, Party A and Party B are the co-owners and Party B will be the representative for the patent(s) application. Party B will be responsible for the costs of patent(s) application, registration, maintenance, etc.; Party A will be responsible for necessary technical support work. Party B should send two copies of the patent(s) application materials (including application case date, application number, patent description electronic version, patent certificate photocopy, patent authorization registration, patent cancellation or withdrawal) to Party A and its project leader.

四、若乙方放棄將共有成果向有關機關申請專利權之註冊登記，或乙方不負擔所有申請、登記、取得權利及維護之相關費用，甲方得負擔所有費用自行為之，所產生之專利權權為甲方獨有，乙方若需使用應與甲方另簽署授權合約。

4. In the situation that Party B decides to abandon its right of applying patent(s) or Party B refuse to pay the costs for patent application, registration or maintenance, Party A could pay all related costs and the patent(s) will belong to Party A. Party B will need to sign separate contract with Party A when using such patent(s).

五、甲乙雙方除另有約定外，未經他方書面同意不得將共有成果設定質權、信託及授權或讓與第三人使用。

5. Both parties can neither set mortgage or trust to the IP nor share or authorize the IP to a third party without each other's agreement.

第十條 成果發表

10. Research Achievement Publication

甲方得取得乙方同意將本研究計畫之各階段成果公開發表。

Party A can publish the achievement of each step of the research after agreed by Party B.

第十一條 擔保責任

11. Guarantee Liability

一、 甲方及計畫主持人保證為完成研究計畫內容之各項工作，系自行研究發展完成或業已取得權利人之合法授權，並無任何侵害第三人權利之情事。

1. Party A and its project leader guarantee that the work for achieving the research content is done by their own or authorized by obligee, there will not be any circumstance that violates the third party's rights.

二、 甲方及計畫主持人不擔保本研究成果商品化之可能性。乙方如需取得任意第三人權利之授權方得實施本研發成果之商品化，乙方應自行取得其授權，與甲方及計畫主持人無涉。

2. Party A and its project leader won't guarantee the possibility that the achievement can be commercialized. If Party B needs to obtain rights from the third party to have the achievement commercialized, Party B should obtain the authorization by its own, and Party A and its project leader won't involve in.

第十二條 侵權責任

12. Infringement Liability

乙方因使用本研究計畫成果，致有第三人對乙方主張侵害智慧財產權時，經乙方以書面通知甲方後，甲方應提供乙方與該第三人進行談判、和解及提出抗辯等之必要協助，確保權益。甲方對乙方及第三人不負侵權責任，惟若經判決確定侵權責任系可歸責於甲方時，甲方應賠償乙方因此所受之損害，但賠償金額以本合約所示研究費用總額之百分之 為上限。

In the situation that a third party claims IP infringement due to the application of the research achievement by Party B, Party A will provide necessary support for negotiation, reconciliation, counterargument when informed by Party B through written form. Party A won't be responsible for the infringement for Party B or the third party. Only when it is adjudged by the court that the infringement is the responsibility of Party A, Party A will compensate Party B for the loss of the infringement, but the total compensation is limited as maximum as % of the total research fee defined in the Contract.

第十三條 保密義務

13. Confidentiality Obligation

甲乙雙方任一方及其員工，諮詢師或顧問(合約本身不屬未公開資料之範疇)因本合約知悉或持有他方未公開之資料，未經他方同意前不得任意洩露或交付任何第三人（但為甲方進行本研究計畫之人員不在此限），如有違反，應賠償他方因此所受之損害。

甲乙雙方依本條所應負之保密義務，不因本合約無效、撤銷、終止、解除或期限屆滿而免除。

Neither Party, nor its employees, consultants or advisors, can disclose the unpublicized information that is known or obtained due to the Contract (the Contract is not included in the range of unpublicized information) without the authorization of the other party (the people who involve in this research and work for Party A is excluded). If any Party violates the term, it should compensate the loss of the other Party.

The confidentiality obligation between Party A and Party B won't be exempted if this Contract is invalid, repealed, terminated, cancelled or expired by the time limit.

第十四條 權利義務轉讓

14. Assignment of Rights and Obligations

一、未經甲方書面同意前，乙方不得將本合約之權利及義務轉讓予任何第三人。

1. Without permission by Party A in written form, Party B can't transfer the rights and obligations of the Contract to the third party.

二、未經乙方書面同意前，甲方亦不得將本合約之權利及義務轉讓予任何第三人。

2. Without permission by Party B in written form, Party A can't transfer the rights and obligations of the Contract to the third party

第十五條 不可抗力

15. Force Majeure

因水災、火災、風災、地震或其他不可歸責于一方之事由，致其不能依時或不能履行本合約者，該方不負遲延責任或免給付義務。

In the situation of flood, fire, hurricane, earthquake or any other reason that is not attributed to any Party, the party who can't execute the Contract in time or fulfill the Contract won't be responsible for delay or compensation obligation.

第十六條 計畫變更

16. Plan Change

甲乙雙方認為有必要時，得變更本研究計畫的內容。但研究進度和研究費用應由甲乙雙方協議合理調整之。協議不成時，任一方均得以書面通知他方終止本合約，而無需負擔損害賠償責任。於此情況下，乙方不得要求甲方返還其已支付之研究費用。

When either Party believes that it is necessary to change the content of the research, research progress and fund will be reasonably adjusted after both Parties making an agreement. If an updated project Contract cannot be mutually agreed by the Parties, either Party can inform the other Party in writing to terminate the Contract without the responsibility of compensation for losses. Under such situation, Party B can't ask Party A to return research fund that have been paid.

第十七條 合約終止

17. Termination of the Contract

- 一、除本合約另有規定者外，甲乙雙方任何一方違反本合約規定時，他方得以書面通知違約方于 **30** 日曆日之期限內改正，如逾期未能改正者，他方得以書面通知終止本合約之全部或一部。
 1. Unless there are other terms excluding this Contract, when any Party violates the terms of the Contract, the other Party can ask the delinquent Party to correct by written form within **30** caliner day(s). If the delinquent Party doesn't correct, the other Party can inform the delinquent Party By written form to terminate the entire or part of the Contract.
- 二、如因乙方違約經甲方終止本合約，甲方得沒收已受領但尚未進行部分之研究費用為懲罰性違約金。
 2. If the Contract is terminated due to Party B violates the Contract, Party A will confiscate the research fund that has been paid by Party B but not consumed yet as pension.
- 三、如因甲方違約經乙方終止本合約，甲方應將最近一期受領研究費 **___**% 返還乙方。
 3. If the Contract is terminated due to Party A violates the Contract, Party A should return the **___**% of the research fund of the last payment paid by Party B.

第十八條 完整合意及效力

18. Complete Contract and Legal Force

- 一、本合約及其附件構成雙方對本合約完整之合意。任何於本合約簽訂前，經雙方協定但未記載於本合約或其附件之事項，對雙方皆無拘束力。
 1. This Contract and its Appendixes constitute the complete Contract. Any other items or terms that are discussed before signing of this Contract but not recorded within the Contract or Appendixes will not be binding on any Party.

二、附件之效力與本合約同，但兩者有抵觸時，以本合約為準。

2. The Appendixes have the same legal force as the Contract. But in the condition of conflict between the Contract and Appendixes, it will be governed by this Contract.

三、本合約部分條款被依法認定為無效時，不影響其他條款之效力。

3. The situation that some of the terms within the Contract are adjudged (by law/court) as invalid won't impact the legal force of other terms.

第十九條 合約修改

19. Contract Modification

本合約之增刪或修改，應經甲乙雙方以書面為之始生效力。

Addition, deletion or modification to the Contract will take effect after both Parties confirm in written form.

第廿條 合意管轄法院

20. Contractual Forum

本合約以中華民國法律為準據，因本合約所生之爭議，甲乙雙方同意以臺灣南投法院為第一審管轄法院。

Both Parties agree that the Contract shall be governed by laws of Republic of Taiwan and the lawsuit due to the Contract will be under the jurisdiction of Taiwan Nantou court.

第廿一條 通知之送達

21. Delivery of Notification

本合約相關之通知應以書面送達下列處所：

All notifications of the Contract should be sent to:

甲方： 南投縣埔裡鎮大學路一號

Party A: No.1, University Rd., Puli Town, Nantou County

乙方：

Party B:

第廿二條 合約書份數及生效

22. Contract Copies and Effective

一、本合約書壹式 四 份，正本 二 份、副本 二 份，由甲乙雙方各執正本 一 份及副本 一 份為憑。

1. The Contract is done in four copies, with two original copies and two duplicates. Each Party holds one original copy and one duplicate.

二、本合約書經雙方代表人暨計畫主持人簽署並加蓋印信後生效。

2. The Contract will take effect after signed and chopped by representative of each Party and the project leader.

立合約書人：

甲 方：國立暨南國際大學

代 表 人：蘇玉龍

職 稱：校 長

地 址：54561 南投縣埔裡鎮大學路 1 號

計畫主持人：

系 所：

職 稱：

電 話：

乙 方：

代 表 人：

職 稱：

地 址：

電 話：

中 華 民 國 年 月 ____日

附件 A / Appendix A

Project Schedule and Payments