**Ming Chi University of Technology**

Annex 1

**Industry–Academia Collaboration Plan**

**Project No.: □□□－□□□－□□□□**

Project title:

Principal Investigator

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (YYYY.MM.DD)

**MCUT Industry–Academia Collaboration Plan**

1. Basic Data Project No.: (omit)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Applicant unit: | |  | | |
| Principal Investigator | | Name Job Title | | |
| Co-Principal Investigator | | Name Job Title Phone: | | |
| Project title | Chinese: |  | | |
| English: | (Omit when none) | | |
| Project duration | | From \_\_\_\_\_\_\_\_\_\_\_\_ (YYYY.MM.DD) to \_\_\_\_\_\_\_\_\_\_\_\_ (YYYY.MM.DD) | | |
| Name of Partner Institution | |  | Name of Responsible Person |  |
| Industry Type | | □Biotechnology □Quality Agriculture □Health Care □Green Energy □Culture & Creative □Tourism □Chemical Material □Industrial Production □Others | | |
| Partner Institution  Contact person | | Name Office Phone: | | |
| Mailing address | |  | | |
| E-Mail | |  | | |
| Remarks | |  | | |

Signature of Principal Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Co-Principal Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Contents of Industry–Academia Collaboration Project

(1) Summary

(2) Background, purpose, and importance of research project and status of domestic and overseas development of technology

(3) Methods and procedures of implementation

(4) Projected items for completion and concrete outcomes (criteria for inspection and acceptance)

3. Projected Schedule of Project (Gantt Chart)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Gantt Chart | | | | | | | | | | | | | |
| Month  Work Item | Month | Month | Month | Month | Month | Month | Month | Month | Month | Month | Month | Month | Remarks |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Projected accumulative percentage of progress |  |  |  |  |  |  |  |  |  |  |  |  |  |

4. Project Budget Plan

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Expense Type | Budget Item | Specifications or Work Contents | Unit Price (NT$) | Quantity | Total Value (NT$) | Remarks |
| **Personnel Expense (A)** | Principal Investigator |  |  |  |  |  |
| Co-Principal Investigator |  |  |  |  |  |
| Consultant |  |  |  |  |  |
| Full-time Research Assistant |  |  |  |  |  |
| Part-time Research Assistant |  |  |  |  |  |
|  |  |  |  |  |  |
| **Subtotal** | | | |  |  |
| **Service Fees (B)** | Honorarium |  |  |  |  |  |
| Travel and Transportation |  |  |  |  |  |
| Printing |  |  |  |  |  |
| Consumables |  |  |  |  |  |
| Miscellaneous |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Subtotal** | | | |  |  |
| **Equipment Fee (C)** |  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Subtotal** | | | |  |  |
| **Management Fee (D)=(E)×10%** | | | | |  | Description |
| **Project Total Value (E)=(A)+(B)+(C)+(D)** | | | | |  | |

Description

The management fee shall be 10% of the total amount of contribution provided by the partner institution. If the partner institution contributes NT$1 million, the management fee for an applied R&D project shall be NT$1 million x 10% = NT$100,000, and the management fee for a technical service project shall be NT$1 million x 10% = NT$100,000.

**Ming Chi University of Technology**

**Industry–Academia Collaboration Project Contract**

Annex 2

Contact No.:

Project title: (hereinafter called the “Project”)

Client: (hereinafter called Party A).

This Contract is made by and between Party A, Ming Chi University of Technology (hereinafter called Party B), and the principal investigator (hereinafter called Party C).

In consideration of Project implementation, the parties hereto hereby enter into this Contract and agree with one another the terms and conditions set forth herein.

Article 1: Service Commissioning

Party A hereby commissions Party C as the principal investigator of this Project. Party C agrees to accept the commission through Party B and assist Party A in implementing this Project in accordance with this Contract and the relevant laws and regulations of MCUT and the government.

Article 2: Contents of Collaboration

The contents of collaboration are as shown in the Collaboration Plan annexed to this Contract. The Collection Plan shall form part of this Contract.

Article 3: Project Duration

This Project shall be implemented from \_\_\_\_\_\_\_\_\_\_\_\_\_ (YYYY.MM.DD) until \_\_\_\_\_\_\_\_\_\_\_\_\_ (YYYY.MM.DD).

As necessary the parties hereto may advance, terminate, or extend the Project duration in separate written agreement.

Article 4: Project Budget

1. The total budget of this Project shall be NT$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (including Party B’s management fee at NT$\_\_\_\_\_\_\_\_\_\_\_\_\_\_), payable to Party B by Party A. The total budget of the Project agreed upon under this Contract shall be the net amount actually received by Party B. When no special terms shall apply, Party B shall receive the actual net amount, while Party A shall pay for all additional fees, including, but limit limited to, taxes without claiming from Party B. The details of budget use shall be subject to the Budget Plan annexed to the Collaboration Plan.

2. Party A hereby agrees that this Project shall be undertaken in the form of a lump-sum contract, and no refund by unit price shall apply after Project completion. Party A further agrees that Party C may adjust independently the budget utilization items in accordance with Party B’s administrative procedures without changing the total amount of Project value.

Article 5: Terms (Modes) of Payment (please check and fill in the appropriate items)

1. After this Contract takes effect, Party A shall pay the Project Budget to Party B:

□ In lump sum

□ After this Contract takes effect, Party A shall pay the Project Budget to Party B in a lump sum.

□ Others: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

□ by \_\_\_\_\_\_\_ installments:

□ After this Contract takes effect, Party A shall pay to Party B NT$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_% of Project Budget).

□ (state the criteria for payment), Party A shall pay to Party B NT$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_% of Project Budget).

□ Others: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. After receiving the Project Budget, Party B shall issue a receipt to Party A.

Article 6: Understanding of the Progress and Termination of This Project

1. Party C shall implement this Project according to the schedule stipulated in the Collaboration Plan.

2. Party A may request Party C to make a presentation on the Project schedule or send staff to understand the status of Project implementation at Party C’s.

3. During Project implementation, after finding that the work contents or research directions in the original Collaboration Plan need a change Party C may revise or terminate the Collaboration Plan in writing with the approval of Party A and Party B. Party A shall not refuse without a good cause.

4. It is the obligation of Party A to assist Party C in implementing this Project, and Party A shall cooperate with Party C.

5. When Party A refuses to cooperate, Party B and Party C may directly terminate this Contract. Party A is at its own risks and liabilities for late cooperation.

Article 7: Research Report (please select one)

□ No research report is required for this Project.

□ Party C shall submit research reports to Party A according to the schedule below:

1. □ Party C shall submit to Party A \_\_\_\_\_\_ copies of the written Project interim report within \_\_\_\_\_\_ days after the start of the Project start (kickoff) date as stipulated in Article 3.

2. □ Party C shall submit to Party A \_\_\_\_\_\_ copies of the written Project closure report within \_\_\_\_\_\_ days after the start of the Project start (kickoff) date as stipulated in Article 3.

3. □ Others: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Article 8: Report of Inspection and Acceptance

1. After the completion of any one of the reports in the preceding article, Party C shall immediately notify Party A and inform Party B in writing.

2. Party A shall complete inspection and acceptance within \_\_\_\_\_ days after receiving the notice and report. In the event when Party A fails to comply the inspection and acceptance, Party A shall notify Party C in writing and inform Party B. Party C shall designate a reasonable time for Party C to complete the corrections or modifications before re-submission to Party A for inspection and acceptance.

3. Party A’s failure to notify the failure of inspection and acceptance by the said deadline shall be considered as a successful inspection and acceptance.

4. The inspection and acceptance of the research report shall be subject to the terms and conditions in the Collaboration Plan. Party A shall not request Party C to make false statements, nor Party A shall request Party C to modify the report contents without a good cause.

Article 9: Change of Project Contents

When it is necessary to change the Project contents or principal investigator for specific reasons during Project implementation, the parties hereto may make the change through mutual consent and by signing a memorandum.

Article 10: Termination of Contract

1. When any party breaches or fails to perform any one of the terms set forth in this Contract, the other two parties may notify in writing the offending party to make corrections with a time-limit. If the offending party fails to make corrections by the specified time-limit, the other parties may notify the offending party to terminate this Contract immediately.

2. When this Contract is terminated for reasons not attributed to Party B and/or Party C, Party A shall immediately pay the Project total value in full, and neither Party B nor Party C shall return the received funds to Party A. When this Contract is terminated for reasons attributed to Party C, Party C shall not need to return the funds according to the schedule of Project implementation, except for the unimplemented part of the Project. Party B shall not need to return the administration fee to Party A.

Article 11: Confidentiality Obligation

1. Without the prior written consent of the other party, under no circumstances shall Party A or Party C publish, compromise, or deliver to others or let others know the unpublished data, documents, and trade secrets of each other acknowledged or held from this Project. The confidentiality obligation of Party A and Party C shall not be exempted by the completion or termination of this Contract.

2. Project participants shall sign a non-disclosure agreement (NDA) with Party A and shall not compromise to the public the data, trade secrets and professional technology, that may harm Party A’s interests. Project participants violating the NDA shall assume legal liabilities and compensate for the damage caused to Party A. The amount of damages shall be limited to the total amount of the Project budget.

Article 12: Avoidance of Conflicts of Interest

Party A warrants that there is no conflict of interests with Party C (including co-principal investigator) or its related parties. Party A hereby agrees to compensate for any damage caused to Party B for violating this article.

1. Scope of related parties

(1) Spouse of Party C (including co-principal investigator).

(2) Family living together with Party C (including co-principal investigator).

(3) Relatives within the second degree of Party C (including co-principal investigator).

(4) The property trustee of Party C (including co-principal investigator) or its spouse.

2. Scope of conflicts of interest

(1) Financial transactions, including cash loaning and lending, investments, endorsements, and guarantees, at a price or interest rate nonconforming to the normal market practices with Party A or its responsible person in the past three years.

(2) Party A’s responsible person is the spouse or a relative within the third degree by consanguinity or by affinity.

(3) A director, supervisor, or officer of Party A.

Article 13: Intellectual Property Right

1. The parties hereto hereby agree that the intellectual property rights and other rights, such as technology, outcomes, or relevant patent rights, and copyrights, outcomes from the Project shall be awarded to Party A at \_\_\_\_\_% and Party B at \_\_\_\_%. Neither Party B nor Party C shall make warranty or representation against the infringement, patentability, suitability, or commodification of this Project or its outcomes.

2. In the event that Party A and Party B agree to apply for the relevant patents separately, Party A and Party B shall share the relevant fees according to the rights awarded proportion as stipulated in the preceding paragraph; complete together the application, recording, registration of patents; and pay the annual fees.

3. Prior to the disposition, including transfer, sell, or licensing to a third party, of the said intellectual property rights and other rights, either Party A or Party B shall obtain the written approval of the other party.

4. At the beginning of Project implementation, Party C shall exercise the due care of a good administration to investigate the intellectual property rights in relation of the Project to avoid infringing the intellectual property rights of others. In the event that Party C violates this article and cause damage(s) to the rights and interests of Party A, Party B, Party C, or a third party, Party C shall provide technical support, such as technical evaluation or consultation, to help resolve the disputes arising from or in connection with the preceding paragraph. When Party C’s accountability is confirmed by law, it shall compensate, at its own expense, the relevant fees and indemnities at a maximum of the total Project budget.

5. Party C shall obtain the commercial license for the related software required for the Project implementation. In the event that the violation of this paragraph leads to the infringement of the intellectual property rights of a third party, Party C shall compensate for the damages and fees at its own expense, and neither Party A nor Party B shall assume responsibility of any kind. When Party C uses such software at MCUT and this results in a third-party claim against Party B, Party C shall compensate Party B for all damages incurred.

Article 14: Attribution of Ownership

Except as otherwise stated in the Contract, the ownership, including the rights to management, use, proceeds, or disposition of; books, journals, instruments, and equipment purchased by Party B or Party C for this Project, shall be attributed to Party B.

Article 15: Presentation of Achievements

1. Party C may use the Project outcomes as part of its academic papers and publish them at symposia and conferences.

2. When applying the Project outcomes commercially, Party A shall not quote the name or other representations of Party B without Party B’s prior written consent, nor shall Party A express connections of any kind with Party B in any forms by any means. When permission is granted in the future, Party A shall also quote complete information including the complete name of MCUT (Party B), the department, job total, and name of the principal investigator (Party C). No part of such information shall be separated and omitted in the quotation. When Party A wishes to trade the Project outcomes together with the name of MCUT (Party B) or the principal investigator (Party C), after weighing up the responsibilities, obligations, rights, and interests of the parties hereto, a separate agreement shall be made among the parties hereto through consultation and negotiation.

Article 16: Force Majeure

When contract performance is obstructed by floods, fires, typhoons, earthquakes, or other events not attributed to a party, this party shall be exempted from the payment [delivery] obligation or late performance responsibility.

Article 17: Service

1. After changing the address in the signature page, a party shall notify the other two parties of the address change prior to its validation. Without prior notification, the address in the signature page shall remain the valid address for service.

2. Except otherwise as stated in other agreements, notices and deliveries under this Contract shall be made to the service address as stated in the signature page by post. In the event of service failure or that no one signs for the receipt, the time of service by the sender shall be considered as service completion.

Article 18: Disputes over Performance

1. The parties hereto hereby agree to settle disputes arising from or in connection with Contract performance through good faith in accordance with this Contract and the relevant laws of the Republic of China.

2. The parties hereto hereby further agrees that the New Taipei District Court shall be the court of jurisdiction for the first instance of litigious activities arising from or in connection with this Contract.

Article 19: Special Terms

1. This Contract and its annexes shall constitute the entire agreement of the parties hereto upon this Project. No part of this Contract and its annexes shall be validated in the absence of the written agreement by the parties hereto. Separate written agreements shall be made in accordance with the law of the Republic of China and other relevant laws and regulations for other matters not provided for herein after the consultation and negotiation according to the actual situations by the parties hereto.

2. Agreements made by the parties hereto but not included in this Contract or its annexes prior to their validation shall have no binding effect on the parties hereto.

3. Annexes to this Contract shall share the same effect of this Contract. When there are conflicting terms between the annexes and this Contract, the latter shall prevail.

4. The parties hereto shall cooperate with one another with good faith and shall take independently responsibility for the rights and obligations under this Contract and legal liabilities without causing guarantee of any kinds in any manners.

5. Any part of this Contract or its annexes which is held to be void or unenforceable by law shall not invalidate the remaining provisions hereof.

Article 20: Counterparts

This Contract shall be made in three counterparts, and each party shall keep one copy for its reference.

Article 21: Effective Date

This Contract shall take effect on the date of execution by the parties hereto.

Stipulators:

Party A: (signature or seal)

Representative: (signature or seal)

Address:

Phone:

Party B: Ming Chi University of Technology (signature or seal)

Representative: Liu, Thu-Hua (signature or seal)

Party C: Principal Investigator (signature or seal)

Address: No. 84, Gongzhuan Rd., Taishan Dist., New Taipei City, Taiwan (R.O.C.)

Phone: (02) 2908-9899

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (YYYY.MM.DD)