**Exclusive License Agreement for Technology Transfer**

**專屬授權技術移轉合約書**

**By and Between**: Ming Chi University of Technology (the “Party A”)

 Professor (the “Party B”)

Company (the “Party C”)

**立合約書人**： 明志科技大學 （以下簡稱甲方）

 □□□教授 （以下簡稱乙方）

□□□有限公司 （以下簡稱丙方）

Article 1 Mutual Consent

WHEREAS, in order to upgrade industrial technology standards and benefit domestic industries; and WHEREAS, Party B, while being employed by Party A, utilized Party A’s resources to research and develop this technology, and its intellectual property rights are owned by Party A, and Party B is the inventor of the invention. NOW, THEREFORE, Party A and Party B agree to license this technology to Party C, and Party C agrees to bear the rights and obligations of using and exploiting this technology according to the following conditions.

第一條：雙方合意

為提昇產業技術水準及嘉惠國內產業界，且緣乙方於任職甲方期間，運用甲方資源研發產出此技術，其智慧財產權歸屬於甲方所有，乙方為發明創作人。甲乙雙方同意將本技術授權丙方使用實施，丙方同意依下列條件承受使用實施本技術之權利義務。

Article 2 Technology and License Content and Scope

1. Name of Technology: □□□
2. Name of Technology: as attached.
3. Licensed Product: Products made with the content of this Licensed Technology.
4. Scope of License: To manufacture and sell Licensed Products by using the content of this Licensed Technology.
5. Licensed Area: □□□.
6. Type of License: Exclusive License.
7. Licensee: Party C.

第二條：技術及授權內容及範團

1. 技術名稱：□□□
2. 技術內容：如附件。
3. 授權產品：利用本授權技術內容製造之相關產品。
4. 授權範圍：利用本授權技術內容製造、販賣授權產品。
5. 授權地區：□□□。
6. 授權方式：專屬授權。
7. 授權對象：丙方

Article 3 Technology Transfer and Exploiting

1. Data Delivery: Party B shall deliver the data of this Licensed Technology to Party C within one month after the effective date of this Agreement, and notify Party C of any known use of others’ intellectual property rights.
2. Product Launch: Party C shall ensure that it has sufficient financial resources and operating conditions to commercialize the Licensed Technology and to sell Licensed Product to the best of its ability.

第三條：技術移轉與實施

1. 資料交付：乙方應於本合約生效後一個月內將本授權技術資料交付予丙方，並將所知使用到他人之智慧財產權之情形，同時告知丙方。
2. 產品上市：丙方應擔保其有足夠之財力及營運狀況得將本授權技術商品化，並盡力銷售授權產品。

Article 4 Obligations and Responsibilities

1. Party B shall explain to Party C in detail the contents of the Technology by way of lecture, discussion, consultation and written information for a total of □□hours, and shall complete the aforementioned matters within 1 year after the effective date of the Agreement at a time, place and in a manner as agreed upon by Party C and Party B. In the event that Party C requires Party B to provide consulting services or personnel training in excess of the aforementioned hours, Party B shall be paid a technical service fee.
2. Party C shall keep the data of this Technology known or possessed as a result of this Agreement and the details of this Agreement in a safe place by using no less than a reasonable degree of care, and Party A and Party B shall keep the trade secret information of Party C known or possessed as a result of this Agreement in a safe place by using no less than a reasonable degree of care and shall not disclose or deliver them to any third party. In the event that an outsourcing vendor, distributor, or agent violates this Article due to an employee of an affiliate of either party or a cause attributable to that party, that party shall be deemed to be in breach of this Agreement. All three parties shall be bound by the obligation of confidentiality herein notwithstanding the expiration, termination, or rescission of this Agreement, and shall pay all damages to the other two parties in the event of any breach thereof.

第四條：義務及責任

1. 乙方應於本合約生效後，配合提供丙方□□小時，以講授、討論、諮詢、書面資料方式向丙方詳細說明本技術內容，並於本合約生效一年內，乙方應於乙丙雙方協議之時間、地點、與方式完成之。丙方對本技術若要求乙方提供超過前述時數之諮詢服務或人員訓練時，應支付技術服務費予乙方。
2. 丙方應以善良管理人之注意，妥善保管因本合約而知悉或持有本技術資料、及本合約之細節，甲乙雙方亦應以善良管理人之注意，妥善保管因本合約而知悉或持有丙方之營業秘密資料，不得洩漏或交付任何第三人。因一方之關係企業之員工或可歸責於該方之事由，致外包廠商、經銷商或代理商違反本條款者，視為該方違約。縱因本合約屆滿、終止或解除，三方仍須負本項保密義務，若有違反，應賠償其他二方所有損失。

Article 5 Technology License Fee, Derivative Benefit Fee, and Payment Methods

1. Party C shall pay Party A Technology License Fee in the total amount of NT$□□□ 0,000 [this amount shall not be less than the total funding of the University for the aforementioned industry-academia cooperation], including business tax, and the same shall apply hereinafter; the relevant business tax shall be borne by Party C.
2. The Technology License Fee shall not be increased or reduced due to the outcome of commercialization of this Technology by Party C. The Technology License Fee shall not be refunded upon termination or rescission hereof.
3. Party C shall pay preceding License Fee in accordance with the following schedule:
	1. License Fee, namely the fee for the License, shall be paid by Party C to Party A in full at one time within 30 days after the execution of this Agreement.
	2. The amount of Derivative Benefit Fee shall be □% of the annual gross operating revenues of the products produced after the license of the Technology. The Derivative Benefit Fee for the previous year shall be paid to Party A by the □th day of the □th month of each year.
4. Party C shall pay to Party A the amounts in Paragraph 1 and Paragraph 3(2) of this Article. Within 30 days upon receipt of Party B’s invoice (or receipt), Party A shall remit the fund to Party B’s account.
5. In the event that Technology License Fee and Derivative Benefit Fee paid by Party C are subject to withholding tax and filing with tax authorities by Party C, they shall be processed in accordance with the provisions of the applicable tax laws and regulations.
6. The distribution of Technology License Fees and Derivative Benefit Fees paid by Party C to Party A shall be subject to Party A’s “Measures for Promotion of Research and Development Outcomes and Transfer of Technology.”

第五條：技術授權金、衍生利益金及付款方式

1. 丙方應支付甲方技術授權金共計新台幣□□□萬元整〔此金額不得低於本校在前述產學合作計畫中之出資總金額〕，且含營業稅，下同；相關營業稅應由丙方負擔。
2. 本技術授權金不因丙方將本技術商品化之結果而有所增加或減免。本合約終止或解除時，本技術授權金亦不退還。
3. 丙方應依下列時程支付前項授權費用：
	1. 授權金，即授權費用，丙方應於簽訂本契約後三十日內一次全額支付予甲方。
	2. 衍生利益金，其金額為本技術授權後所生產的產品之各年度總營業收入的百分之□（□％），分別於每年之Ｘ月Ｘ日前，支付前一年度之衍生利益金予甲方。
4. 丙方應將本條第一款及第三款之第二項的金額收到甲方發票後30日內匯款給甲方。
5. 丙方所付技術授權金及衍生利益金，凡須由丙方扣繳稅款申報稽徵機關者，應依當時稅法規定辦理之。
6. 丙方支付予甲方之技術授權金及衍生利益金分配，依甲方之「研發成果推廣與技術移轉辦法」辦理。

Article 6 Attribution of Intellectual Property Rights and Infringement Liability

1. The data of the Technology and know-how under this License Agreement are owned by Party A and licensed exclusively to Party C. Party A shall not enter into a Technology Transfer License Agreement with any third party, and this Technology shall only be used and exploited by Party C, its affiliates responsible for the work or business related to this Technology, and the outsourcing vendors commissioned by Party C to produce the relevant products. Party C shall notify Party A and Party B in advance about the aforementioned affiliates and outsourcing vendors.
2. Party C shall not apply to any relevant authorities in any countries for a patent or other intellectual property rights in respect of all or any part of this Technology or any modification of this Technology. Party C shall negotiate with Party A and B before filing any applications for registration, enrollment or filings for any intellectual properties derived, extended, improved or attached to all or any part of the Technology, and Party C may not do so until there is no disagreement among the three parties regarding the attribution of the intellectual property rights. After production of derivative technology, Party C shall notify Party A and Party B and provide Party A and Party B with the use of derivative technology free of charge in compliance with the principle of reciprocity, provided that Party A and Party B shall be bound by an obligation of confidentiality regarding derivative technology, and shall not disclose or deliver it or make it known to any third party at their own discretion.
3. Party C’s rights and obligations hereunder shall not be assigned or sublicensed to any third party without Party A’s written consent. In the event of any breach by Party C, Party A may, on behalf of Party A and Party B, terminate this Agreement without notice and claim damages.
4. In the event that Party C intends to set up a derivative company to be responsible for the development of the Technology Transfer in the future, Party C shall notify Party A in writing 30 days in advance, and Party C shall not transfer the data of this Technology to the derivative company for use until Party A and Party B have agreed to sublicense or enter into a separate contract to deal with the matter.
5. Party C shall not be entitled to claim damages from Party A and Party B for any patent infringement claimed or sued by a third party when Party C uses the Licensed Technology hereunder to manufacture and sell products.
6. In the event that the use, modification, reproduction, or exploiting of the Technology by Party C infringes on a third party’s patent, copyright, trade secret, or other intellectual property rights, and such infringement is not attributable to the willfulness or negligence of Party A or Party B, Party C shall be responsible for resolving the issue at its own discretion.
7. Party C shall bear full product responsibility for the products made by this Technology, and Party A and Party B shall not be jointly and severally liable, and Party C shall ensure that Party A and Party B shall not be harmed by such product responsibility.

第六條：智慧財產權之歸屬及侵權責任

1. 本授權合約之技術資料及技術知識（Know-how）為甲方所擁有，係由甲方專屬授權予丙方，甲方不得再與第三者簽訂技術移轉授權合約，本技術僅供丙方、丙方負責與本技術有關之工作或業務之關係企業、以及丙方所委託之產製相關產品之外包廠商使用、實施。前開關係企業、外包廠商丙方應事前通知甲乙雙方。
2. 丙方不得將本技術之全部或一部、或是修改本技術後向任何國家有關機關申請專利權或其他智慧財產權。丙方自本技術之全部或一部所衍生、延伸、改良、附加之智慧財產，丙方在提出相關智慧財產權之註冊、登記、申請前，應先與甲乙雙方洽商，三方就該智慧財產權之歸屬無異議後始得為之。該衍生技術產出後，丙方應通知甲乙雙方並依互惠原則提供甲乙雙方無償使用該衍生技術，但甲乙雙方就該衍生技術應負保密義務，不得任意洩漏或交付任何第三人或使第三人知悉。
3. 丙方在本合約中所有之權利義務，未經甲方之書面同意，不得讓與或轉授權予任何三人。丙方若有違反，甲方得代表甲己雙方不經催告逕行終此本合約，並請求損害賠償。
4. 丙方將來若擬成立衍生公司負責本項技術移轉之開發工作，必須於三十日前以書面通知甲方，經甲乙雙方同意以再授權或另行簽訂合約等方式處理後，方得將技術資料轉交衍生公司使用。
5. 丙方利用本合約授權技術製造產品銷售之時，倘遇有任何專利侵權行為致遭第三人請求或被訴時，丙方不得藉此向甲乙雙方求償。
6. 丙方因使用、修改、重製、實施本技術，致侵害第三人之專利權、著作權、營業秘密或其他智慧財產權時，且該等事由非可歸責於甲方或乙方之故意或過失時，由丙方負責自行解決。
7. 丙方應對本技術所製產品負完全之產品責任，甲乙雙方不負連帶責任，丙方應確保甲乙雙方不因此等產品責任受有損害。

Article 7 Updates on Data of the Technology

Party B shall notify Party C of any updates on the Technology specified herein during the term of this Agreement, and Party C shall have priority in obtaining license for the updated Technology in accordance with the manner stipulated in Article 13 hereof.

第七條：技術資料更新

乙方於本合約有效期間內，對本合約所定之技術如有更新時，應通知丙方，丙方得依本合約第十三條所規定之方式，優先取得更新技術之授權。

Article 8 No Warranty

1. This Licensed Technology is delivered to Party C in the form of technology completed by Party B at the time of the execution of this Agreement without any warranty of possibility of patentability, applicability, or commercialization of the Technology.
2. Party C shall keep the non-public portion of all data of the Technology obtained hereunder in confidence and protect it as a trade secret by itself.

第八條：無擔保規定

1. 本授權技術係以本合約簽訂時，乙方所完成之技術交付丙方，但不擔保本技術之可專利性、合用性及商品化之可能性。
2. 丙方依本合約所取得之所有技術資料之非公開部分應以密件處理，並自行以營業秘密之方式加以保護。

Article 9 Breach

1. In the event that Party C violates Article 2, Paragraph 2, Paragraph 3 and Paragraph 4 of Article 6 hereof, Party C shall pay Party A punitive damages in the amount of NT$□□(by negotiation). In addition, Party A may terminate this Agreement and request Party C to pay damages for breach of this Agreement, and Party C shall assign to Party A any benefits derived from breach of this Agreement.
2. In the event that Party C delays the performance of Article 4 and fails to perform after being notified by Party A, Party A may terminate or rescind this Agreement, and Party C shall pay interest on default at the rate of 10% per annum, and the interest shall be calculated on the basis of one month if it is less than one month.
3. In the event that any of the three parties violates Paragraph 2 of Article 4 hereof, the other party may terminate this Agreement without notice and claim for damages.

第九條：違約處理

1. 丙方若違反本合約第二條、第六條第二項、第三項、第四項，丙方應支付甲方新台幣□□元整之懲罰性違約金，且甲方得逕行終止本合約並再請求丙方賠償因違約所受之損害，丙方並應將違反合約約定所得之利益轉讓予甲方。
2. 丙方遲延履行第四條時，經甲方催告仍未履行時，甲方得終止、解除本合約，丙方並應按年利率百分之十支付遲延利息，不足一個月者以一個月計。
3. 三方若違反本合約第四條第二項，他方得不經催告逕行終止本合約，並請求損害賠償。

Article 10 Term

This Agreement shall be effective from \_\_\_/\_\_\_/\_\_\_\_\_\_ (the date of execution) for □□ years. Within three months prior to the expiration date, Party C may renew the license with the written consent of Party A and Party B. The term and conditions of the renewed license shall be discussed separately.

第十條：合約期限

本合約自簽署日民國□□年□□月□□日起生效，有效期限為□□年。期滿前三個月內丙方得以書面徵得甲乙雙方同意延展授權期限，延展授權之期限、條件另議。

Article 11 Termination

1. Upon termination or rescission of this Agreement, Party C shall immediately cease to perform its rights hereunder and shall destroy all data of this Technology (including electronic files, photocopies and handwritten copies) within one month after termination or rescission of this Agreement.
2. Party C shall not manufacture or sell the Licensed Product by itself or by commissioning others after the termination or rescission of this Agreement.
3. The confidentiality obligations and the warranty to perform the Agreement borne by three parties shall not be invalidated by the termination of this Agreement.

第十一條：合約終止處理

1. 本合約終止或解除後，丙方應立即停止行使其因本合約所得行使之權利，且應於本合約終止或解除後一個月內銷毀所有與本技術有關之資料（包括電子檔、影印本及手抄本）。
2. 丙方於本合約終止或解除後，不得自行或委託他人製造或販賣本授權產品。
3. 三方因本合約所應負之保密責任及履約保證責任，不因本合約終止而失效。

Article 12 Severability

In the event that some of the Articles hereof are deemed to be invalid by law, the other Articles shall remain in force and effect.

第十二條：一部無效

本合約部分條款依法被認為無效時，其他條款仍應繼續有效。

Article 13 Modification

1. This Agreement may be amended and supplemented in writing by mutual consent of the parties and a written instrument signed by the parties shall be attached hereto and supersede the original provisions which have been amended and supplemented.
2. Any matters not provided for in this Agreement shall be governed by the Civil Code and other relevant laws and regulations.

第十三條：合約修改

1. 本合約得經雙方同意以書面修改增訂，並應將經雙方簽署之書面附於本合約之後，作為本合約之一部分，並取代已修改增訂之原條文。
2. 本合約未規定事宜，應依民法及其他相關規定辦理。

Article 14 Consent Jurisdiction

1. This Agreement shall be governed and interpreted in accordance with the laws of the Republic of China; the three parties agree to resolve any doubts or disputes regarding or arising out of this Agreement in good faith.
2. In the event of any dispute hereunder, arbitration may be submitted in Taipei City in accordance with the Arbitration Law of ROC; provided, however, that in the event that one of the parties does not agree to submit to arbitration and no arbitration agreement can be reached, the three parties agree to submit the dispute to the Taipei District Court of Taiwan as the first instance court, and the laws of the Republic of China shall be applied.

第十四條：合意管轄

1. 本合約應依中華民國之法律予以解釋及規範；三方對於本合約、或因本合約而引起之疑義或糾紛，同意依誠信原則解決之。
2. 本合約如有爭議糾紛，得在台北市依中華民國「仲裁法」提請仲裁；但如有一方不同意提付仲裁無法達成仲裁協議，三方同意以台灣台北地方法院為第一審管轄法院，並適用中華民國法律。

Article 15 Service

1. Notices or demands hereunder shall be in writing and served upon the following premises and personnel (the “Contact Person”), and upon serving such Contact Person, such notice or demand shall be deemed to be served upon such party:

Name of the Party A’s Contact Person: Ting-Ying, Lee

E-mail: tingying@mail.mcut.edu.tw

Telephone: (02) 2908-9899 Ext. 3070

Address: No. 84, Gongzhuan Rd., Taishan Dist., New Taipei City 24301

Name of the Party B’s Contact Person: □□□

E-mail: □□□□□□@mail.mcut.edu.tw

Telephone: (02) □□□-□□□

Address: □□□□□□□□□□□□

Name of the Party C’ Contact Person: □□□

E-mail: □□□□□□@□□□□. □□□□. □□

Telephone: (02) □□□-□□□

Address: □□□□□□□□□□□□

1. Both Parties shall notify the other party in writing of any change in Contact Person or contact information and inform the other Party of such updates.

第十五條：聯絡方式

1. 本合約有關之通知或要求應以書面送達下列之處所及人員（以下簡稱「聯絡人」），經送達該聯絡人者，即視為已送達該方當事人：

甲方聯絡人姓名：李亭瑩

E-mail: tingying@mail.mcut.edu.tw

電話：(02) 2908-9899轉3070

地址：24301新北市泰山區工專路84號

乙方聯絡人姓名：□□□

E-mail: □□□□□□@mail.mcut.edu.tw

電話：(02) □□□-□□□

地址：□□□□□□□□□□□□

丙方聯絡人姓名：□□□

E-mail: □□□

電話：□□□

 地址：□□□□□□□□□□□□□□□

Article 16 Triplicate

This Agreement is executed in triplicate, and the copies of this Agreement are made in duplicate. Party A, Party B and Party C shall retain one of original copies respectively as evidence.

Party A: Ming Chi University of Technology (Signature)

Representative: Liu, Thu-Hua (Signature)

Address: No. 84, Gongzhuan Rd., Taishan Dist., New Taipei City 24301

Party B: □□□ (Signature)

National ID No: □□□□□□□□□

Household Address: □□□□□□□□□□□□□□□□□□

Party C: □□□ (Seal of Company)

Representative: □□□ (Signature)

Address: □□□

Unified Business No.: □□□□□□

第十六條：合約份數

本合約書正本壹式三份副本壹式二份，由三方各執正本一份、甲、丙方各執為憑。

甲 方：明志科技大學　　　　　 　　（簽章）

代表人：劉祖華　　　　　 　　（簽章）

地址：24301新北市泰山區工專路84號

乙 方：□□□ 　　　　　　　　　　 （簽章）

身份證字號： □□□□□□□□□

戶籍地址：□□□□□□□□□□□□□□□□□□

丙 方：□□□ 　 　（公司印信）

代表人： □□□　　　　　　　　 （簽章）

地址：□□□

公司統一編號：□□□□□□

**MM/DD/YYYY**