**專利讓與合約書**

**Patent Assignment Agreement**

□□□廠商 （以下簡稱甲方）

**立合約人**： 國立臺灣科技大學 （以下簡稱乙方）

□□□教授 （以下簡稱丙方）

**This Agreement is made by and between:**

□□□ Company (hereinafter the "Company")

National Taiwan University of Science and Technology (hereinafter "NTUST")

Faculty Member(s) □□□ (hereinafter the "Faculty")

**第一條：雙方合意**

**Article 1: Mutual Agreement**

緣丙方於任職乙方期間，丙方與乙方共同執行「資助機關」計畫「計畫名稱」(計畫編號)，其計畫研發產出「」專利（以下簡稱本專利），其專利權歸屬於乙方所有。乙方同意有償讓與本專利予甲方，相關事項經雙方協議，爰擬具條款如下，俾雙方共同遵守：

Whereas during the Faculty's term of employment at NTUST, the Faculty and NTUST jointly executed the project titled "[Project Name]" (Project Number: [Number]) funded by the "[Funding Agency]", resulting in the development of the "[Patent Name]" patent (hereinafter the Patent), the rights to which are vested in NTUST. NTUST hereby agrees to assign the Patent to the Company for valuable consideration. The Parties have reached an agreement on the relevant matters and, therefore, set forth the following terms and conditions for mutual observance:

**第二條：專利讓與標的**

**Article 2: Subject Matter of Patent Assignment**

詳附件所載之「資助機關」計畫「計畫名稱」之研發成果清單 (以下統稱「本專利」)。

As detailed in the Schedule of Research and Development Outcomes for the project titled "[Project Name]" funded by the "[Funding Agency]" attached hereto as an Annex (hereinafter collectively referred to as the "Patent").

**第三條：義務及責任**

**Article 3: Obligations and Responsibilities**

一、丙方應於本合約生效後六十日內向甲方以講授、討論、諮詢、書面資料方式詳細說明本專利內容。本合約生效一年內，丙方應於甲丙雙方協議之時間、地點、與方式，提供諮詢。

1. Within 60 days after this Agreement takes effect, the Faculty shall explain the content of the Patent in detail to the Company by means such as lecture, discussion, consultation, or written materials. During 1 year from the time this Agreement takes effect, the Faculty shall provide consultation at times and places and by methods to be mutually agreed between the Faculty and the Company.

二、甲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專利及相關技術資料、及本合約之細節，乙丙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甲方之營業秘密資料，不得洩漏或交付任何第三人。前述應保密資料，應以書面及其他有形方式呈現(如：光碟片、磁碟片、模型、實體產品、程式碼等) 並於其上註明有「機密」或類似標示。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。

2. The Company shall exercise the due care of a good administrator in keeping sound and appropriate custody of the Patent and information and materials in connection with technology relating to the Patent learned or possessed under or in connection with this Agreement, and of the details of this Agreement, and NTUST and the Faculty shall exercise the due care of good administrators in keeping sound and appropriate custody of any trade secrets and materials of the Company learned or possessed under or in connection with this Agreement, and no party may disclose or deliver any such information, materials, or trade secrets to any third party. The aforesaid materials required to be kept confidential shall be in written or other tangible form (e.g., optical disk, magnetic disk, model, physical goods, program code), and shall be labeled as "Confidential" or bear a similar legend. If, by cause of an employee of an affiliated enterprise of a party hereto, or by any cause attributable to the party, there is a breach of this provision by any contractor, distributor, or agent, it shall be deemed a breach by that party. The three parties hereto shall continue to bear the confidentiality obligations hereunder despite the expiration, termination, or rescission of this Agreement, and any party in breach shall be liable to compensate the other two parties for any and all loss incurred.

三、丙方擔保本專利全係自行研發，絕無抄襲仿冒第三人之專利權、著作權、營業秘密或其他智慧財產權之一部或全部。甲方因使用、修改、重製、實施本專利或因使用、修改、製造、組裝或販賣本授權產品，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乙方或丙方之故意或過失時，由甲方負責自行解決。乙、丙方得依甲方之要求協助甲方抗辯之，並提供一切必要之技術協助，惟因此所生之一切費用悉由甲方負擔。前述侵權行為係因不可歸責於乙方或丙方之事由所致者，乙方或丙方不負協助之義務。乙方有權但並無義務對於所有侵害本專利之人提起訴訟。

3. The Faculty warrants that the Patent was researched and developed solely by the Faculty, and does not plagiarize, pirate, or imitate in whole or in part any patent, copyright, trade secret, or other intellectual property right of any third party. In the event that the Company, in using, modifying, reproducing, or exploiting the Patent, or in using, modifying, manufacturing, assembling, or selling the licensed products, infringes on any patent right, copyright, trade secret, or other intellectual property right of any third party, where the infringement is not attributable to any intent or negligence on the part of NTUST or the Faculty, the Company shall be solely liable for resolving the matter. NTUST and the Faculty may, at the Company's request, assist the Company in mounting a defense, and provide any and all necessary technical assistance, provided that the Company shall be solely liable for any and all expenses so incurred. If the occurrence of an aforesaid infringement is not attributable to any cause on the part of NTUST or the Faculty, NTUST or the Faculty shall not be obligated to provide assistance. NTUST is entitled, but not obligated, to bring an action against anyone who infringes the Patent.

四、為確保甲方之權益，丙方應擔保本合約生效前，無將本專利之全部或一部授權任何第三人運用。

4. To safeguard the Company's rights and interests, the Faculty shall guarantee that prior to the effectiveness of this agreement, no part or whole of this patent has been licensed to any third party for use.

五、甲方依本專利所製授權產品，應依授權地區之有關法律為適當之標示。此等產品之產品責任與乙、丙方無涉，甲方應確保乙、丙方不因此等產品責任受有損害。

5. The Company, in accordance with the applicable laws of the licensed territory, shall perform proper labeling for the licensed products manufactured under the Patent. NTUST and the Faculty shall be free from any product liability for such products, and the Company shall indemnify and hold harmless NTUST and the Faculty against any such product liability.

六、甲方應依「經濟部科學技術研究發展成果歸屬及運用辦法」規範運用本專利，另依前述辦法第21條之規定，在特定情況下，經濟部保有介入權。(限經濟部研究成果：本條文為經濟部讓與程序規定須訂於合約中)

6. The Company shall utilize this patent in accordance with the "Ministry of Economic Affairs Scientific and Technological Research and Development Results Ownership and Utilization Regulation." Furthermore, pursuant to Article 21 of the aforementioned regulations, the Ministry of Economic Affairs reserves the right of intervention under specific circumstances. (Limited to Ministry of Economic Affairs research results: This clause must be included in the agreement as stipulated by the Ministry’s transfer procedures.)

**第四條：專利讓與金及衍生利益金之給付**

**Article 4: Payment of Patent Transfer Fee and Royalties**

1. 專利讓與金：共計新臺幣□□□元整(未稅)，另計5%營業稅□□元，總計□□□元整。本讓與金縱因本合約終止或解除亦不退還。甲方應於簽約當時以現金或即期票據給付乙方。

1. Patent transfer fee: New Taiwan Dollars (NTD) □□□ in total(before tax), a 5% business tax of NT$ □□□ to be assessed separately, total NT$ □□□. The transfer fee shall not be refunded even in the event of termination or rescission of this Agreement. At the time of signing this Agreement, the Company shall pay the fee to NTUST in cash or by a negotiable instrument payable at sight.

1. 衍生利益金：

 □甲方銷售授權產品，應提撥每(單位)□□元為本專利之衍生利益金。甲方應自本合約生效日起滿一年後，於第二年起，於每該年度生效日後提出經甲方用印、有關前一年內授權產品之生產紀錄、銷售單位數、及衍生利益金之報告，經會計師事務所及乙丙方認可後，於每該年度生效日後二個月內繳納衍生利益金。

 □甲方銷售授權產品，每年應就該等產品銷售總額提撥百分之□□為本專利之衍生利益金。甲方應自本合約生效日起滿一年後，於第二年起，於每該年度生效日後提出經甲方用印、有關前一年內授權產品之生產紀錄、銷售額、及衍生利益金之報告，經會計師事務所及乙丙方認可後，於每該年度生效日後二個月內繳納衍生利益金。

2. Royalties:

□When the Company sells the licensed products, it shall allocate NTD□□ per (unit) as royalties for the Patent. After 1 full year has elapsed from the date this Agreement takes effect, and beginning from the second year, the Company shall, after the effective date of each current year of licensing, submit a report specifying the production record, number of units sold, and royalties for the licensed products for the preceding year, stamped with the seals of the Company. After the report has been approved by a CPA firm and NTUST and the Faculty, the Company shall pay the royalties within 2 months after the effective date of each current year of the licensing.

□When the Company sells the licensed products, it shall allocate each year □□ percent of the gross sales of those products as royalties for the Patent. After 1 full year has elapsed from the date this Agreement takes effect, and beginning from the second year, the Company shall, after the effective date of each current year of licensing, submit a report specifying the production record, sales amount, and royalties for the licensed products for the preceding year, stamped with the seals of the Company. After the report has been approved by a CPA firm and NTUST and the Faculty, the Company shall pay the royalties within 2 months after the effective date of each current year of the licensing.

1. 甲方應將前述專利讓與金或衍生利益金，以下列方式之一支付乙方：

 □即期支票：抬頭－國立臺灣科技大學402專戶

 □電匯：銀行：第一銀行古亭分行

　　　　 帳戶：國立臺灣科技大學402專戶

 帳號：17130050508(相關手續費，如匯款手續費...等由甲方另行支付)

3. The Company shall use one of the following methods when paying any aforesaid patent transfer fee or royalties to NTUST:

□Check payable at sight: payable to－National Taiwan University of Science and Technology 402 Account

□ Wire transfer: Bank: First Commercial Bank, Guting Branch

Account: National Taiwan University of Science and Technology 402 Account

Account number:17130050508 (Related handling fees, such as remittance handling fees... etc. shall be paid separately by the Company)

1. 本專利之讓與金及衍生利益金不因甲方將本專利商品化之結果而有所增加或減免。本合約終止或解除時，本專利讓與金及衍生利益金亦不退還。

4. The patent transfer fee and royalties for the Patent shall not be increased, reduced, or waived on the basis of the outcome of the commodification of the Patent by the Company. The patent transfer fee and royalties shall not be refundable upon the termination or rescission of this Agreement.

1. 甲方所付專利讓與金及衍生利益金，凡須由甲方扣繳稅款申報稽徵機關者，應依當時稅法規定辦理之。

5. If the Company is required to withhold tax and report to the tax assessment authorities with respect to any of the Patent transfer fee and royalties paid by it, it shall do so in accordance with the provisions of the tax laws and regulations that are currently in effect at the time.

1. 乙方或丙方得視需要指派業務相關人員會同其會計人員，或委託會計師至甲方主營業所查核甲方利用本專利所製授權產品之生產、銷售記錄與收入金額，甲方應配合執行。

6. NTUST or the Faculty may, as necessary, appoint relevant personnel accompanied by accounting personnel, or engage certified public accountants, to visit the principal places of business of the Company, to audit the production and sales records of the licensed products produced by the Company using the Patent and the amount of revenues therefrom, and the Company shall cooperate in the auditing.

**第五條：專利權讓與登記及維護費用**

**Article 5: Patent Transfer Registration and Maintenance Fees**

一、甲方依本合約第四條之規定給付全額讓與金後，始能辦理本專利之讓與登記手續，該專利讓與登記由甲方負責辦理，甲方同意負擔讓與登記所需之一切費用及衍生之各項稅捐。乙方應於接獲甲方辦理本研發成果讓與書面通知之日起1個月內，依甲方之要求提供讓與登記申請所需文件予甲方。乙方並應充分配合甲方辦理讓與登記所需之一切手續。

1. The Company shall only proceed with the patent transfer registration procedures after paying the full transfer fee as stipulated in Article 4 of this Agreement. The Company shall be responsible for handling the patent transfer registration and agrees to bear all costs and taxes arising from the transfer registration process. NTUST shall, within one month from the date of receiving written notice from the Company to process the transfer of this R&D result, provide the Company with the necessary documents for the transfer registration application as requested. NTUST shall fully cooperate with the Company in completing all necessary procedures for the transfer registration.

二、甲方應自雙方簽約日後辦理專利讓與登記並負擔本專利相關維護費用；簽約日前之專利維護費用由乙方負擔。甲方未依規定自行繳費，因而致本專利發生失效或其他不利益之情事者，概由甲方自負其責，乙方不負任何責任。

2. From the date of contract execution, the Company shall be responsible for processing the patent transfer registration and bearing all relevant patent maintenance fees. Any maintenance fees incurred prior to the contract execution date shall be borne by NTUST. If the Company fails to pay the required fees as stipulated, resulting in the lapse or any other adverse consequences to this patent, the Company shall bear full responsibility for such outcomes. NTUST shall not be held liable in any manner whatsoever.

**第六條：無擔保規定**

**Article 6: No Warranty**

一、乙、丙方不擔保本專利於本合約有效期限內不受第三人舉發而致本專利消滅之情事。

1. NTUST and the Faculty do not warrant that the Patent will be safe and free during the effective period of this Agreement from invalidation proceedings that could be filed by third parties and that could result in extinguishment of the patent.

二、乙、丙方應協助甲方自行使用本專利，但不擔保本專利之合用性及商品化之可能性。

2. NTUST and the Faculty shall assist the Company to use the Patent, but do not warrant the fitness for any particular purpose or merchantability of the Patent.

**第七條：技術更新**

**Article 7: Technical Upgrades**

丙方於本合約有效期限內，對本專利之技術如有更新時，甲方有優先洽商取得更新技術授權之權利。

If during the effective period of this Agreement the Faculty upgrades the Patent technology, the Company shall have the right of first refusal to negotiate and obtain licensing for the upgraded technology.

**第八條：違約處理**

**Article 8: Breach**

一、甲方若違反本合約第五條及第十條時，甲方應支付乙方新臺幣伍佰萬元整之懲罰性違約金，且乙方得不經催告逕行終止本合約並再請求甲方賠償因違約所受之損害，甲方並應將違反合約約定所得之利益轉讓予乙方。

1. In the event the Company breaches Article 5 or Article 10 of this Agreement, the Company shall pay NTUST a punitive penalty of NTD 5 million, and NTUST may terminate this Agreement without prior notice and further claim damages from the Company for any damage incurred due to the breach. The Company furthermore shall transfer to NTUST any profit that it has obtained through breach of a provision of the Agreement.

二、甲方遲延履行第四條之專利讓與金及衍生利益金，經乙方催告仍未履行時，乙方得終止、解除本合約，甲方並應按年利率百分之十五支付遲延利息，不足一個月者以一個月計。

2. If the Company delays in performing its Patent transfer fee or royalty obligations under Article 4, and still fails to perform the obligations after a reminder notice from NTUST of the payment due, NTUST may terminate or rescind this Agreement. The Company furthermore shall pay default interest at the rate of 15 percent per annum, and for the purpose of calculating the interest, any part of a month is counted as a full month.

三、任一方若違反本合約第三條第二項，他方得不經催告逕行終止本合約，並請求損害賠償。

3. If any party breaches Article 3 paragraph 2 of this Agreement, the non-breaching party or parties may terminate this Agreement without prior notice, and may claim damages.

四、於本合約有效期限內，如任一方有違反本合約之其他條款時，他方得以書面通知向違約之一方要求改善，若違約之一方於收到書面通知三十日內未解決違約事由時，未違約方得終止本合約。因本項情形而終止本合約者，仍得向違約方就其損失請求損害賠償。

4. If during the effective period of this Agreement, any party breaches any other provision of this Agreement, the non-breaching party or parties may notify the breaching party in writing to ask it to correct the breach. If the breaching party fails to resolve the breach within 30 days from receipt of the written notice, the non-breaching party or parties may terminate this Agreement. If this Agreement is terminated for a cause under this paragraph, a non-breaching party may still claim damages from the breaching party for any loss incurred by the non-breaching party.

**第九條：合約期限**

**Article 9: Agreement Period**

本合約自民國 年 月 日起生效。

This Agreement shall take effect from □□□□(yyyy)□□(mm)□□(dd).

**第十條：合約終止處理**

**Article 10: Termination**

一、本合約終止或解除後，甲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專利有關之資料（包括但不限於電子檔、影印本及手抄本）。

1. After this Agreement is terminated or rescinded, the Company shall immediately cease exercising the rights it is entitled to exercise under this Agreement, and shall, within 1 month after the termination or rescission of this Agreement, destroy all materials relating to the Patent (including but not limited to electronic files, photocopies, and copies made by hand).

二、甲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，但甲方有具體事實足證產品係於本合約終止或解除前製造完成者，該產品得繼續販賣，但甲方仍應依本合約第四條之規定支付衍生利益金。

2. After the termination or rescission of this Agreement, the Company may not itself, nor may it engage any other person to, manufacture or sell the licensed products. However, if the Company has specific factual evidence sufficient to prove that products were fully manufactured before the termination or rescission of this Agreement, the Company may continue to sell those products, provided that the Company shall continue to pay royalties in accordance with Article 4 of this Agreement.

三、三方因本合約所應負之保密責任，不因本合約終止而失效。

3. The duties of confidentiality borne by each of the three parties under this Agreement shall not be extinguished by the termination of this Agreement.

**第十一條：合約修改**

**Article 11: Amendment**

本合約得經三方同意以書面修改增訂，並應將經三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。本合約未約定事宜應依民法及乙方之相關規定辦理。

Amendments or additions to this Agreement may be made in writing by mutual consent of the three parties, and shall be appended to this Agreement in writing with the signatures of the three parties, whereupon they shall form an integral part of this Agreement, and shall supersede the original clauses affected by such amendment or addition. Matters on which this Agreement is silent shall be handled in accordance with the applicable provisions of the Civil Code and the rules of NTUST.

**第十二條：一部無效**

**Article 12: Severability**

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。

In the event that any provision of this Agreement is found to be invalid under the law, the remaining provisions shall continue in effect.

**第十三條：合意管轄**

**Article 13: Consent to Jurisdiction**

一、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，三方同意依誠信原則解決之。

1. This Agreement shall be construed under and governed by the laws of the Republic of China. The three parties agree to use good faith to resolve any question or dispute that may arise among or between them under or in connection with this Agreement.

二、倘雙方經協商未果得交付仲裁，以中華民國仲裁法為依據，仲裁地為臺北市；若因本合約而涉訟時，三方同意以臺北地方法院為第一審管轄法院。

2. In the event that the parties are unable to reach an agreement through negotiation, the matter shall be submitted to arbitration pursuant to the Arbitration Act of the Republic of China (Taiwan), with Taipei City designated as the seat of arbitration. In the event of litigation under or in connection with this Agreement, the three parties agree that the Taipei District Court shall be the competent court of venue and jurisdiction in the first instance.

**第十四條：聯絡方式**

**Article 14: Contact Method**

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：

1. Any notice or request in connection with this Agreement shall be delivered in writing to the places and persons (hereinafter "contact persons") specified below, and once delivered to the contact person, shall be deemed to have been delivered to that party:

甲方聯絡人姓名：□□□

職稱：□□□

E-mail: □□□

電話：□□□

地址：□□□

Name of the Company's contact person: □□□

Title: □□□

E-mail: □□□

Tel.: □□□

Address: □□□

乙方聯絡人姓名：□□□

 職稱：產學營運處智財技轉中心

E-mail:

電話：

地址：臺北市基隆路四段四十三號

國立臺灣科技大學產學營運處智財技轉中心

Name of NTUST's contact person: □□□

Title: Intellectual Property and Technology Transfer Center,

Office of Industry-Academia Collaboration

E-mail:

Tel.:

Address: Intellectual Property and Technology Transfer Center,

Office of Industry-Academia Collaboration,

National Taiwan University of Science and Technology

No. 43, Sec. 4, Keelung Rd., Taipei

丙方聯絡人姓名：□□□

 職稱：教授

E-mail:

電話：

地址：□□□

Name of the Faculty's contact person: □□□

Title: Professor

E-mail:

Tel.:

Address: □□□

1. 三方聯絡人或聯絡資料有所更動時，應以書面通知其他方，並告知更新內容。

2. When there is a change in the contact person or contact information of any of the three parties, that party shall notify the other parties in writing, and inform them of the updated information.

**第十五條：合約份數**

**Article 15: Counterparts**

本合約正本壹式三份副本壹式二份，由三方各執正本一份，甲乙方各執存副本一份為憑。

This Agreement is executed in three counterpart originals and two counterpart copies, with one of the originals to be retained by each of the three parties, and one of the copies to be retained each by NTUST and the Company.

甲 方： （公司印信）

代表人：□□□ （簽章）

職稱：□□□

地 址：□□□

公司統一編號：□□□□□□□□

The Company: □□□ (company seal)

Representative: □□□ (signature/seal)

Title:

Address: □□□

The Company's business administration number: □□□□□□□□

乙 方：國立臺灣科技大學 （印信）

代表人： （簽章）

職稱：校長

地 址：10607 臺北市大安區基隆路 4 段 43 號

National Taiwan University of Science and Technology (NTUST) (seal)

Representative: (signature/seal)

Title: President

Address: No. 43, Sec. 4, Keelung Rd., Da’an Dist., Taipei 10607

丙方：□□□ 　　 （簽章）

職稱：教授

地址：

The Faculty: □□□ 　　　　　　　　 (signature/seal)

Title: Professor

Address:

中 華 民 國 年 月 日

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_\_

 **（日期請保留空白，本校將於用印時ㄧ併填寫）**

 **(Please leave the date blank. NTUST will fill in the date when it affixes its seal.)**

**附件：研發成果清單**

**Annex: Schedule of Research and Development Outcomes**