

合作計畫合約書

Collaborative Internship Agreement

立合約書人 Contracting Parties to the Agreement

國立中興大學(以下簡稱甲方) Party A: National Chung Hsing University

(hereinafter referred to as "Party A")

公司 (以下簡稱乙方) Party B: [Company Name]

(hereinafter referred to as "Party B")

為進行「生技產業創新研發與管理博士學位學程」(以下簡稱本計畫)，由乙方提供專款，與甲方合作辦理本合約所約定相關事項，甲乙雙方同意訂定下列條款，並依誠信原則履行：

To implement the “Doctoral Program in Biotechnology Industrial Management and Innovation” (hereinafter referred to as “the Project”), Party B shall provide designated funding and cooperate with Party A in handling the matters stipulated in this agreement. Both parties agree to establish the following terms and to fulfill them in good faith.

第一條 計畫內容

本計畫依「教育部補助大學校院產學合作培育博士級研發人才計畫作業要點」(下稱作業要點)之精神，甲乙兩方同意合作培育參與本計畫學生，採博士四年研發模式進行。乙方得視需要派人員至甲方場所進行共同研究討論，但須接受甲方計畫主持人督導，實習內容由甲乙雙方共同議定。派遣人員之各類費用與保險由乙方自行負責。

Article 1 – Project Content

This project is established in accordance with the guidelines of the “Ministry of Education Subsidy Program for University-Industry Collaboration in Cultivating Doctoral-Level R&D Talent” (hereinafter referred to as the “Guidelines”). Both Party A and Party B agree to jointly cultivate students participating in the project under a **four-year** Ph.D. research and development model. Party B may, as needed, assign personnel to Party A’s premises to engage in joint research discussions; however, such personnel shall be supervised by the principal investigator of Party A. The internship content shall be jointly determined by both parties, and all expenses and insurance of the dispatched personnel shall be borne solely by Party B.

一、研究項目

在學期間乙方同意派員與甲方組成論文委員會，共同指導參與本計畫學生，進行下列事項：

1. Research-Related Matters

During the study period, Party B agrees to assign personnel to form a thesis advisory committee together with Party A, and to jointly guide the students participating in the project in the following areas:

(一) 甲乙雙方同意共同確認參與本計畫學生應修課程，並同意合作訂定學習成效指標，考核參與本計畫學生學習狀況。

(1) Party A and Party B shall jointly confirm the required coursework for the

participating students and cooperate in establishing learning outcome indicators to evaluate students' academic progress.

(二) 甲方提供在校學習資源；乙方提供產品計畫，甲乙雙方共同規劃研發專題，乙方並願意適時提供產業經驗及提供該研發專題研究所需之資源。

(2) Party A shall provide on-campus learning resources, and Party B shall provide product plans. Both parties shall jointly plan the R&D project, and Party B agrees to provide industry experience and the necessary resources for the research project in a timely manner.

(三) 同意在符合相關法規下與甲方共同指導參與本計畫學生完成畢業論文。

(3) Both parties agree to jointly supervise the students in completing their doctoral dissertations in accordance with relevant laws and regulations.

二、產學實習

乙方同意甲方參與本計畫學生至乙方公司學習，以一學年為原則，視情形得延長產學實習合作，乙方應依據研究專題需要，提供學生客製化之個人銜接課程及訓練。

2. Internship

Party B agrees to allow students from Party A participating in the Project to engage in learning at Party B's company, in principle for a duration of **one academic year**, with the possibility of extending the project based on circumstances. Party B shall provide students with customized bridging courses and training tailored to the needs of their research projects.

第二條 計畫期間

本計畫執行期間：自民國 年 月 日起至民國 年 月 日止。

Article 2 – Project Duration

The duration of this project shall be from [Year] [Month] [Day] to [Year] [Month] [Day].

第三條 甲乙兩方參與本計畫，需同意配合下列對參與本計畫學生身分規定事項：

Article 3 – Student Status Requirements for Participation

Both Party A and Party B, in participating in this project, agree to comply with the following regulations concerning the eligibility of students participating in the project:

一、有全職工作者，或非全職工作者有薪資所得，其單筆薪資或平均每月薪資，超過當年度每月基本工資者，均不得領取獎助學金。

1. Students who hold full-time employment or part-time employment with individual or average monthly earnings exceeding the legally defined monthly minimum wage for the applicable year are not eligible to receive scholarships or stipends under this project.

二、前款不得領取獎助學金之情事，學生如有隱匿不實者，學校應負責追繳已領取之獎助學金，並追究相關責任。

2. If a student who is ineligible under the preceding clause conceals or misrepresents their employment or income status, the university shall be responsible for recovering any

previously disbursed scholarship or stipend funds and for pursuing any associated accountability.

三、學生因休學、退學、學業成績評量或企業考評結果未通過而退出本計畫或正規學期時間(包括寒、暑假)另有全職工作者或超過第一款薪資標準之情形者，學校即應停止獎助學金撥付，並不得因復學或就讀其他學程而再申請獎助學金。

3. If a student withdraws from the project due to leave of absence, withdrawal from school, failure in academic performance evaluations, or unsatisfactory company evaluations—or if the student engages in full-time work or earns income exceeding the threshold defined in Clause 1 during regular academic periods (including winter and summer breaks)—the university shall immediately cease all scholarship or stipend disbursements. Such a student shall not be eligible to reapply for the scholarship, even upon re-enrollment or enrollment in another academic program.

四、學生因其他因素自行退出本計畫者，除停止獎助學金撥付外，應由學校追繳其已受領的教育部獎助學金總額二分之一。

4. If a student voluntarily withdraws from the project for any other reason, the university shall cease stipend disbursement and shall recover 50% of the total scholarship amount already received from the Ministry of Education.

五、學生參與計畫如有違反學術倫理或侵害第三人合法權益時，與甲乙雙方無涉，甲方依學生個人獎懲辦法處理，經甲乙雙方認情節嚴重而應退出本計畫者，除停止獎助學金撥付外，應由學校追繳其已受領的教育部獎助學金總額二分之一。

5. If a student participating in the project is found to have violated academic ethics or infringed upon the legal rights of third parties, Party A shall handle the matter in accordance with the university's disciplinary regulations. If both Party A and Party B determine the offense to be severe enough to warrant dismissal from the project, the university shall cease all stipend payments and shall recover 50% of the total scholarship amount already disbursed by the Ministry of Education.

第四條 計畫經費

Article 4 – Project Funding

一. 本產學合作之合作經費，依計畫書及作業要點之規定，教育部採部分補助，獎助學金方面，甲方及乙方之總配合款不得低於教育部補助經費額度之百分之五十；其中總配合款之百分之七十應由乙方出資。本計畫執行所需費用部分(包含教師研究經費方面等)，乙方之總配合款不得低於教育部補助經費額度之百分之二十。本產學合作之一年出資額共計新台幣 萬元整，其出資額比例如下所示：

1. The funding for this project shall be partially subsidized by the Ministry of Education in accordance with the proposal and relevant guidelines. For the scholarship portion, the combined matching funds from Party A and Party B shall not be less than 50% of the

subsidy provided by the Ministry of Education, with at least 70% of the total matching funds contributed by Party B. Regarding the project execution expenses (including faculty research funding, etc.), Party B's total matching contribution shall not be less than 20% of the Ministry's subsidy amount. The total **annual** funding for this project is **NT\$ _____**, with the contribution ratio specified as follows:

(一) 教育部補助款：獎助學金新台幣 20 萬元整。

(1) Ministry of Education Subsidy: **NT\$200,000** for student scholarships.

(二) 甲方配合款：無。

(2) Party A's Matching Funds: None.

(三) 乙方配合款：獎助學金新台幣 _____ 萬元整。

(3) Party B's Matching Funds: **NT\$ _____** for student scholarships.

二、付款方式如下：

合約簽訂後，乙方應每年撥付前項配合款並以每月撥付方式至甲方指定帳戶。

2. Payment Terms:

Upon signing of this agreement, Party B shall remit the matching funds stated above annually, in monthly installments, to the account designated by Party A.

三、乙方未依本條第二款規定於期限內繳付計畫經費且逾期三十日者，不論甲方有無催告，甲方得依其違約情事，就乙方每月本計畫經費總額百分之一之金額作為每逾期一日之懲罰性違約金，不足三十日者以三十日計；如逾期六十日未繳者，甲方得不經催告逕行終止本契約。

3. Late Payment Penalty:

If Party B fails to remit the project funding within the specified period under Clause 2 of this Article and the delay exceeds thirty (30) days, Party A may, without prior notice, impose a penalty of 1% of the total monthly project funding for each day of delay, with a minimum penalty period of thirty (30) days. If the delay exceeds sixty (60) days, Party A may unilaterally terminate this agreement without notice.

四、如教育部減少或調整年度補助經費者，甲乙雙方同意依教育部減少或調整後之年度補助經費按本條第一項規定計算該年度之個別出資額。

4. In the event that the Ministry of Education reduces or adjusts its annual subsidy, Party A and Party B agree to recalculate their respective contributions for the given year based on the adjusted subsidy, in accordance with the proportions stated in Clause 1 of this Article.

五、如教育部停止年度補助經費者，甲乙雙方同意個別出資額另行協商之。

5. In the event that the Ministry of Education discontinues its subsidy for the project, both parties agree to renegotiate their respective funding contributions.

第五條 計畫經費之處理

Article 5 – Management of Project Funds

一、本計畫經費教育部補助款納入甲方校務基金處理。

1. The subsidy provided by the Ministry of Education for this project shall be incorporated into Party A's University Endowment Fund for management.

二、本計畫經費已支付部分縱因本合約終止或解除概不退還。

2. Any portion of the project funding that has already been disbursed shall be non-refundable, even in the event of early termination or cancellation of this agreement.

第六條 計畫執行期間之延長

甲方如因事實需要，認為有延長之必要時，應於執行期限內提出有關資料，徵得乙方同意後延長之。

Article 6 – Extension of Project Execution Period

If Party A deems it necessary to extend the project period due to actual circumstances, it shall submit relevant documentation within the original execution period. The extension may be granted only upon obtaining Party B's consent.

第七條 計畫進行之瞭解與協助

乙方於計畫進行中需要瞭解執行情形時，甲方可盡力協助乙方詳予說明，並提供乙方有關資料。必要時，乙方得派員至甲方瞭解計畫進行狀況。甲方於本計畫執行期間，如因研究需要，需乙方提供必要之協助時，乙方應盡量配合。

Article 7 – Understanding and Assistance During Project Implementation

During the course of the project, if Party B requires information regarding the implementation status, Party A shall make reasonable efforts to assist by providing detailed explanations and relevant materials. When necessary, Party B may assign personnel to Party A to understand the progress of the project. Likewise, if Party A requires assistance from Party B for research-related purposes during the execution of the project, Party B shall make its best effort to cooperate.

第八條 以本計畫經費預算所購置之圖書、儀器設備等一切資產，乙方同意該等資產之產權歸甲方所有，由甲方納入校產管理。

Article 8 – Ownership of Assets

All assets, including books, instruments, equipment, and other items purchased using the project's budget, shall be owned by Party A. Party B agrees that such assets shall be incorporated into Party A's property management system and managed as part of the university's assets.

第九條 計畫研究成果之歸屬與權益

Article 9 – Ownership and Rights to Research Results

一、甲方、計畫主持人及參與本計畫學生因執行本研究所產出研發成果獲專利權、著作權及其他智慧財產權(以下簡稱智慧財產權)皆歸甲乙雙方共有。

1. All research and development results derived from the execution of this project, including any patents, copyrights, and other intellectual property rights (hereinafter referred to as "Intellectual Property Rights"), obtained by Party A, the principal investigator, or students

participating in the project shall be jointly owned by Party A and Party B.

二、乙方若將第一款之研究成果向專貴機關提出專利或其他智慧財產權之申請時，應以書面通知甲方，徵得對方書面同意後，須以雙方為權利共有人，其申請維護等相關費用則由乙方負擔，甲方應無償提供必要技術及文件資料之協助。

2. If Party B intends to file an application for a patent or any other form of Intellectual Property Rights related to the results mentioned in Clause 1, it must notify Party A in writing and obtain written consent. Such applications shall list both parties as joint right holders, and the related application, maintenance, and associated fees shall be borne by Party B. Party A shall, free of charge, provide necessary technical support and documentation to assist in the process.

三、任何一方均不得未經他方事前書面同意將本條第一款智慧財產權之全部或一部以任何形式提供、授權或讓與第三人。

3. Neither party may, without prior written consent from the other party, assign, license, or otherwise transfer all or part of the Intellectual Property Rights described in Clause 1 to any third party.

四、雙方如將本條第一款智慧財產權或讓與第三人者，其授權或讓與所產生之權益收入(如簽約金、授權金、衍生利益金等)，依主導簽約之一方百分之六十，另一方百分之四十分配比率分配之。

4. If either party authorizes or transfers the Intellectual Property Rights described in Clause 1 to a third party, any resulting revenue (e.g., signing fees, license fees, or derivative profit shares) shall be distributed with 60% to the party leading the agreement and 40% to the other party.

五、雙方利用本研究之智慧財產權後續再自行研發之衍生成果，其智慧財產權之歸屬為各自擁有。

5. Any subsequent derivative results independently developed by either party based on the use of Intellectual Property Rights from this project shall be owned by the developing party.

六、甲方及計畫主持人得將本研究成果於國外公開發表之，但應於發表三十日前以書面通知乙方，乙方無正當理由，不得拒絕。

6. Party A and the principal investigator may publish the research results from this project in international forums. However, they must notify Party B in writing at least thirty (30) days prior to publication. Party B may not unreasonably withhold consent.

第十條 無擔保規定

本計畫之智慧財產權係以本計畫執行結束甲方所完成之技術狀態交付乙方，甲方擔保盡力協助乙方，但不擔保智慧財產權之具專利性、合用性及商品化之一切可能性。

Article 10 – No Warranty Clause

The Intellectual Property Rights resulting from this project shall be delivered to Party B based on the

technical status completed by Party A at the conclusion of the project. While Party A agrees to make reasonable efforts to assist Party B, it makes no warranties regarding the patentability, fitness for a particular purpose, or commercial viability of the Intellectual Property Rights.

第十一條 保密責任

Article 11 – Confidentiality Obligations

一、甲乙雙方及計畫主持人、參與計畫學生應盡善良管理人之注意義務，妥善保管因本合約而知悉或持有未公開之相關資料及文件，不得任意洩漏或交付任何第三人或使第三人知悉。

1. Party A, Party B, the principal investigator, and students participating in the project shall exercise the duty of care of a prudent administrator in safeguarding all confidential information and documents obtained or held in connection with this agreement. Such information shall not be disclosed, delivered, or made known to any third party without proper authorization.

二、若一方違反本條第一款之規定者，應賠償他方因此受有損害之責。若甲方違反則賠償金額以乙方歷年已交付之總配合款為金額上限。

2. Any party who breaches Clause 1 of this Article shall be liable for compensation for any damages incurred by the other party. If Party A is the breaching party, the amount of compensation shall be limited to the total amount of matching funds paid by Party B over the years.

三、本保密條款於本合約終止後二年內有效。

3. The confidentiality obligations stipulated in this Article shall remain in effect for a period of two (2) years following the termination of this agreement.

第十二條 侵權責任

Article 12 – Tort Liability

一、乙方使用本計畫所產出之智慧財產權時，倘遇有任何智慧財產侵權行為致遭受第三人請求時，與甲方無涉，惟乙方應盡速通知甲方，雙方並全力進行必要防禦程序，以確保有關權益，甲方對乙方及第三人不負侵權責任。

1. When Party B uses the intellectual property rights generated from this project and faces any third-party claims due to infringement, Party A shall bear no liability. However, Party B must promptly notify Party A, and both parties shall fully cooperate to undertake necessary defense procedures to protect the relevant rights and interests. Party A shall not be held liable for any infringement claims from either Party B or third parties.

二、因本計畫所產出之智慧財產權被侵害，乙方行使主張權利或提起訴訟請求時，應立即通知甲方，甲方及計畫主持人應協助以方採取保全行動或法律程序之進行，以確保雙方共同之權益，其訴訟等一切費用由乙方自行承擔。

2. If the intellectual property rights resulting from this project are infringed upon, Party B shall

immediately notify Party A when asserting rights or initiating litigation. Party A and the project leader shall assist Party B in taking protective measures or proceeding with legal actions to safeguard their mutual interests. All costs arising from such litigation or actions shall be solely borne by Party B.

第十三條 合約終止

Article 13—Termination of Agreement

一、本合約經雙方簽訂完成後，任何一方均不得任意終止本合約。

1. Once this agreement is signed by both parties, neither party may unilaterally terminate it.

二、任何一方如認為產學合作計畫之繼續執行，已不能達到預期之目的或認為已無繼續進行本產學合作計畫之必要時，該方應於終止前 30 日以書面通知他方及學程辦公室，並經雙方書面同意後始得終止本合約。

2. If either party deems that the continuation of the project can no longer achieve its intended objectives, or that there is no longer a need to proceed with the project, the party shall notify the other party **and the office of Doctoral Program in Biotechnology Industrial Management and Innovation** in writing at least **30 days** prior to the intended termination date. Termination shall only take effect with the written consent of both parties.

三、除本契約另有約定者外，任何一方如不履行、怠於履行，不完全履行本合約之相關規定或有其他違約情事者，他方得以書面通知期限改正；逾期仍未改正者，他方得以書面通知逕行終止或解除本契約，雙方就本合約終止後之後續相關事宜，悉依以下處理之：

3. Unless otherwise stipulated in this agreement, if either party fails to perform, neglects to perform, or performs incompletely any provision of this agreement, or commits any other breach of agreement, the other party may issue a written notice requesting correction within a specified period. If the breach is not corrected within the stipulated time, the non-breaching party may unilaterally terminate or rescind the agreement by written notice. Post-termination matters shall be handled as follows:

(一)如因可歸責於甲方違約，經乙方依本款之規定終止本合約後，其乙方已受領自甲方之合作經費，乙方無須返還之；如因此致乙方而受有損害時，甲方概應負責之。

(1) If the breach is attributable to Party A and Party B terminates the agreement in accordance with this clause, Party B shall not be required to return any collaborative funds already received from Party A. If Party B incurs any losses as a result, Party A shall be fully liable.

(二)如因可歸責於乙方違約，經甲方依本款之規定終止本合約後，其甲方已受領自乙方之合作經費，甲方無須返還之；如因此致甲方而受有損害時，乙方概應負責之。

(2) If the breach is attributable to Party B and Party A terminates the agreement in accordance with this clause, Party A shall not be required to return any collaborative

funds already received from Party B. If Party A incurs any losses as a result, Party B shall be fully liable.

四、教育部就本計畫停止補助經費，不影響本計畫及本合約之繼續執行。

4. The discontinuation of project funding by the Ministry of Education shall not affect the continuation of the project or the execution of this agreement.

五、本合約經終止或解除後，其相關資料、合作成果、所產生之專利或其他智慧財產權，悉歸雙方按本合約之規定共有，且雙方仍應遵守本合約第九條、第十一條所定之權益歸屬及保密責任之規定。

5. Upon termination or rescission of this agreement, any related data, collaborative results, patents, or other intellectual property rights shall remain jointly owned by both parties in accordance with the provisions of this agreement. Both parties shall continue to observe the stipulations set forth in Articles 9 and 11 regarding ownership of rights and confidentiality obligations.

六、本合約如有本條第二款或第三款之情事，致本合約終止或解除，甲方應自行處理與參與本計畫學生之一切權利義務關係；然如雙方另有書面協議者，從其約定之。

6. If this agreement is terminated or rescinded due to circumstances specified in Paragraph 2 or 3 of this article, Party A shall independently handle all rights and obligations relating to the students participating in the project. However, if there is a separate written agreement between the parties, such agreement shall prevail.

第十四條 合約之解釋與糾紛之解決

Article 14 – Interpretation of the Agreement and Dispute Resolution

一、本契約書之增刪修改，經甲乙雙方協議後，應以書面為之。

1. Any additions, deletions, or amendments to this agreement shall be made in writing and agreed upon by both Party A and Party B.

二、本合約書應依中華民國之法律解釋及適用。甲乙雙方對於本合約或因本合約而引起之疑義或糾紛，雙方同意依誠信原則解決之。

2. This agreement shall be interpreted and governed in accordance with the laws of the Republic of China (Taiwan). Any doubts or disputes arising from or related to this contract shall be resolved by both parties based on the principle of good faith.

三、本合約衍生之法律爭議糾紛，乙方經甲方同意後，得於臺灣臺中市提付仲裁，並依中華民國仲裁法解決；於法院訴訟時，雙方同意以臺灣臺中地方法院為第一審管轄法院，並適用中華民國法律解決。

3. In the event of legal disputes arising from this agreement, Party B may, with Party A's consent, submit the dispute to arbitration in **Taichung City, Taiwan** in accordance with the Arbitration Act of the Republic of China. If litigation is pursued, both parties agree that the **Taichung District Court in Taiwan** shall be the court of first instance, and that the laws of

教育部補助大專校院產學合作培育博士級研發人才計畫

Ministry of Education Subsidy Program for University-Industry Collaboration in Cultivating Doctoral-Level Research and Development Talent

the Republic of China (Taiwan) shall apply.

第十五條 其他事項

Article 15— Miscellaneous

一、本合約書計正本二份，由雙方各執乙份。

1. This agreement is executed in two original copies, with each party retaining one copy.

二、本契約未載明之事項，依教育部補助大專校院產學合作培育博士級研發人才計畫作業要點及民法等相關法令。

2. Any matters not specified in this agreement shall be handled in accordance with the Ministry of Education Guidelines for the Subsidy Program for University-Industry Collaboration in the Cultivation of Doctoral-Level R&D Talent, as well as the Civil Code and other relevant laws and regulations.

立約人 Contracting Parties :

甲方 Party A : 國立中興大學 National Chung Hsing University

代表人 Representative : 詹富智 Fu-Chih Jan (簽章) (Signature and Seal)

統一編號 Unified Business No. : 52024101

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執行單位 Executing Unit : 生技產業創新研發與管理博士學位學程 Doctoral Program in Biotechnology Industrial Management and Innovation

計畫主持人 Principal Investigator : 黃介辰 Chieh-Chen Huang (簽章) (Signature and Seal)

乙方 Party B :

代表人 Representative : (簽章) (Signature and Seal)

統一編號 Unified Business No. :

地址 Address :

電話 Phone :

中華民國 年 月 日

Date: [Year] [Month] [Day]