**數位學習教材授權合約**

**Digital Learning Materials License Agreement**

□□□有限公司 （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，運用乙方資源研發產出「□□□□□□□□□□□□」（以下簡稱本教材），其著作財產權歸屬於乙方所有。乙方同意依下列條件將本著作財產權授權甲方使用實施；甲方同意依下列條件承受實施本著作財產之權利。

Whereas during the Faculty's term of employment at NTUST, the Faculty has utilized NTUST resources to research, develop, and bring into being "□□□□□□□□□□□□" (hereinafter the "Materials"), the Copyright rights in which belong to and are owned by NTUST. NTUST agrees to license the Company to use and exploit the Copyright in accordance with the terms and conditions set out below; the Company agrees to assume the rights in connection with using and exploiting the Copyright in accordance with the terms and conditions set out below.

**第二條：授權標的**

**Article 2: Licensed Subject Matter**

一、著作名稱：

二、著作種類：

三、著作完成日期：

四、著作公開發表日期：〔若有公開發表才填寫〕

1. Title:

2. Type of work:

3. Date of completion:

4. Date of first publication:(To be filled out if the work has been publicly disclosed)

**第三條：授權範圍**

**Article 3: Scope of the Copyright License**

一、授權方式：非專屬授權。

1. Type of license: non-exclusive license.

二、授權事項：

2. Scope of license:

1. 因為利用第二條之本教材，而造成授權標的之公開口述、公開上映、公開播送或公開演出。

(1) Public recitation, public presentation, public broadcast, or public performance of the Licensed Subject Matter resulting from the use of the Materials as specified in Article 2.

2. 因為利用第二條之本教材，而造成授權標的之公開傳輸。

(2) Public transmission of the Licensed Subject Matter resulting from the use of the Materials as specified in Article 2.

前項授權為將授權標的製作成數位學習教材及數位學習教材製作完成後之利用行為，並不包括將授權標的予以單獨利用之授權。

The aforementioned license pertains to the creation of digital learning materials using the Licensed Subject Matter and the subsequent utilization of such digital learning materials upon completion. This license does not include authorization for independent use of the Licensed Subject Matter.

**第四條：義務及責任**

**Article 4: Obligations and Responsibilities**

1. 本合約授權範圍限於甲方之在學學生、專任教師、職員及其他獲甲方同意得利用其教學平台服務之人。

1. The scope of this Agreement's license is limited to the Company’s enrolled students, full-time faculty, staff, and other individuals authorized by the Company to utilize its educational platform services.

1. 甲方利用授權標的應標示乙丙方之姓名及其教學課程名稱。

2. The Company shall, when utilizing the Licensed Subject Matter, provide attribution to NTUST and the Faculty by displaying their names and the title of their instructional course.

1. 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著作權及相關技術資料、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。

3. The Company shall exercise the due care of a good administrator in keeping sound and appropriate custody of the Copyright and information and materials in connection with technology relating to the Copyright 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.

**第五條：著作授權金之給付**

**Article 5: Payment of Royalties**

一、著作授權金：共計新臺幣□□□元整(未稅)，另計5%營業稅□□元，總計□□□元整。甲方應於簽約當時以現金或即期票據給付乙方。

1. Royalties: New Taiwan Dollars (NTD) □□□ in total(before tax), a 5% business tax of NT$ □□□ to be assessed separately, total NT$ □□□. 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.

二、甲方應將前述著作授權金，以下列方式之一支付乙方：

2. The Company shall use one of the following means when paying the aforesaid royalties to NTUST:

□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)

□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)

三、本合約終止或解除時，本著作授權金亦不退還。

3. The royalties for the copyrighted work shall not be refundable upon the termination or rescission of this Agreement.

四、甲方所付著作授權金，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。

4. If the Company is required to withhold tax and report to the tax assessment authorities with respect to any of the 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.

**第六條：智慧財產權之歸屬及侵權責任**

**Article 6: Ownership of Intellectual Property Rights and Liability for Infringement**

一、甲方在本合約中所有之權利義務，未經乙方之書面同意，不得讓與或再授權予任何第三人。

1. Without the written consent of NTUST, none of the Company's rights or obligations under this Agreement may be assigned or sublicensed to any third party.

二、丙方擔保本教材全係自行研發，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、實施本教材或因使用、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教材之人提起訴訟。

2. The Faculty warrants that the Materials 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 Materials, 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 Materials.

**第七條：無擔保規定**

**Article 7: No Warranty**

一、乙丙方不擔保本著作於本合約有效期限內不受第三人舉發而致本著作消滅之情事。

1. NTUST and the Faculty do not warrant that the work 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 work.

二、乙丙方應協助甲方自行使用本著作，但不擔保本著作之合用性及商品化之可能性。

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

**第八條：違約處理**

**Article 8: Breach**

一、任一方若違反本合約第四條第三項，他方得不經催告逕行終止本合約，並請求損害賠償。

1. If any party breaches Article 4 paragraph 3 of this Agreement, the non-breaching party or parties may terminate this Agreement without prior notice, and may claim damages.

二、甲方遲延履行第五條之著作授權金，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□□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 royalty payment obligations under Article 5, 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 □□ percent per annum, and for the purpose of calculating the interest, any part of a month is counted as a full month.

三、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。

3. 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□□日起至□□年□□月□□日止。

The term of this Agreement shall commence on □□□□(yyyy)□□(mm)□□(dd) and expire on □□□□(yyyy)□□(mm)□□(dd) of the Republic of China calendar.

**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。

1. After this Agreement is terminated or rescinded, the Company shall immediately cease exercising the rights it is entitled to exercise under this Agreement.

二、三方因本合約所應負之保密責任，不因本合約終止而失效。

2. 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**

一、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：

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:

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：

E-mail:

電話：

地址：□□□

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

Title:

E-mail:

Tel.:

Address: □□□

二、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：□□□有限公司 （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：

地址：□□□□□□□□□□□□□□□□□□

The Faculty: □□□ 　　　　　　　　 (signature/seal)

Title:

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：**

**Annex:**