**技術授權合約書**

**Technology 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:**

□□□ Limited 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「□□□□□□□□□□□□」（以下簡稱本技術），其智慧財產權歸屬于乙方所有。乙丙方同意將本技術授權甲方實施，甲方同意依下列條件承受實施本技術之權利義務。

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 "Technology"), the intellectual property rights in which belong to and are owned by NTUST. NTUST and the Faculty agree to license the Company to use and exploit the Technology, and the Company agrees to assume the rights and obligations in connection with exploiting the Technology in accordance with the terms and conditions set out below.

第二條：技術授權範圍

Article 2: Scope of the Technology License

一、授權技術：內容如附件。

二、授權產品：□□□之相關產品。

三、授權行為：授權產品之製造、為販賣之要約、販賣、使用或為上述目的而進口之權利。

四、授權地區：中華民國管轄區域。

五、授權方式：非專屬授權。

1. Licensed technology: as specified in the Annex.

2. Licensed products: products related to □□□.

3. Licensed activities: the production, offering for sale, sale, and use of the licensed products, and importation of the licensed products for the aforementioned purposes.

4. Licensed territory: the territory under the jurisdiction of the Republic of China.

5. Type of license: non-exclusive license.

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技術內容。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 Technology 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 information and materials relating to the Technology 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 or materials 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、乙丙雙方擔保其關於本技術，擁有授權甲方加以實施之權能。

3. NTUST and the Faculty each warrant that they have the right and capacity to license the Company to exploit the Technology.

四、□乙方同意本合約有效期限內以本技術為標的之對第三人之授權，其授權金條件不得優於本合約。

□乙方同意在本合約有效期限內，僅得將本技術另外授權予不超過□名之於授權地區內從事授權產品製造或販賣之任何第三人。

4. □ NTUST agrees that during the effective period of this Agreement, for any licensing of the Technology that it may provide to any third party, the terms and conditions in connection with the license fee thereof may not be more favorable than those under this Agreement.

□ NTUST agrees that during the effective period of this Agreement, it may separately   
provide licensing of the Technology to no more than □ third parties whomsoever to engage in manufacture or sale of the licensed products within the licensed territory.

第四條：技術授權金、權利維持金及衍生利益金之給付

Article 4: Payment of the Technology License Fee, Maintenance Fee, and Royalties

1. 技術授權金：共計新臺幣□□□元整，乙方同意授權甲方於第八條合約期限內，依據第二條範圍實施本技術之權利。甲方應於簽約當時以現金或即期票據給付乙方。

1. Technology license fee: New Taiwan Dollars (NTD)□□□ in total. NTUST   
 agrees to license to the Company, during the duration of the agreement period specified   
 in Article 8, the rights to exploit the Technology within the scope specified in   
 Article 2. 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. 權利維持金：每年計新臺幣□□□元整。

2. Maintenance fee: NTD□□□ per year.

1. 甲方應自本合約生效日起滿一年後，於第二年起，逐年以現金或即期票據給付乙方，並應於每該年度生效日後二個月內完成給付。

(1) After 1 full year has elapsed from the date this Agreement takes effect, the Company shall, beginning from the second year, pay the maintenance fee to NTUST each year in cash or by a negotiable instrument payable at sight. It moreover shall pay the fee in full within 2 months from the effective date of each current year of licensing.

1. 本項逐年應給付之權利維持金，甲方於前款期限內完成給付後，本合約有效期限將自動延展一年，若甲方於第二年起未依規定給付權利維持金，本合約則自動終止，終止後之權利義務依第九條之規定辦理。

(2) After the maintenance fee payable each year under this paragraph has been paid in full by the Company within the time limit under the preceding subparagraph, the effective period of this Agreement will automatically be extended for 1 year. If from the second year onward the Company fails to pay any maintenance fee as stipulated, this Agreement shall automatically be terminated, and the rights and obligations subsequent to termination shall be as provided in Article 9.

1. 本項權利維持金可用本條第三項之衍生利益金抵扣之。

(3) The royalties specified in paragraph 3 of this article may be deducted from the maintenance fee under this paragraph.

1. 衍生利益金：

3. Royalties:

□ 甲方銷售之授權產品，應提撥每(單位)□□元為本技術之衍生利益金。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。

□ When the Company sells the licensed products, it shall allocate NTD□□□ per (unit) as royalties for the Technology. 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 seal of the Company. After the report has been approved by NTUST and the Faculty, the Company shall pay the royalties within 2 months from the effective date of each current year of the licensing.

□ 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□□為本技術之衍生利益金。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。

□When the company sells the licensed products, it shall allocate each year □□ percent of the gross sales of those products as royalties for the Technology. 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 seal of the Company. After the report has been approved by NTUST and the Faculty, the Company shall pay the royalties within 2 months from the effective date of each current year of the licensing.

1. 甲方應將前述技術授權金、權利維持金或衍生利益金，以下列方式之一支付乙方：

4. The Company shall use one of the following means when paying any aforesaid technology license fee, maintenance fee, or royalties to NTUST:

□支票：抬頭－國立臺灣科技大學

□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

□Check: payable to－National Taiwan University of Science and Technology

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

　　　 　 Account: National Taiwan University of Science and Technology   
 402 Account

Account number: 17130050508

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技術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。

5. 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 Technology and the amount of revenues therefrom, and the Company shall cooperate in the auditing.

六、本技術之技術授權金、權利維持金、衍生利益金不因甲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、權利維持金及衍生利益金亦不退還。

6. The technology license fee, maintenance fee, and royalties for the Technology shall not be increased, reduced, or waived on the basis of the outcome of the commodification of the Technology by the Company, and the technology license fee, maintenance fee, and royalties for the Technology shall not be refundable upon the termination or rescission of this Agreement.

七、甲方所付技術授權金、權利維持金、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。

7. If the Company is required to withhold tax and report to the tax assessment authorities with respect to any of the technology license fee, maintenance fees, 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.

第五條：智慧財產之歸屬及侵權責任

Article 5: Ownership of Intellectual Property and Liability for Infringement

1. 甲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。甲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，

1. The Company may not apply to any authority of any country for a patent or any other intellectual property right in the whole or any part of the Technology or in any modification of the Technology. For any intellectual property developed by the Company through derivation, extension, or improvement of, or addition to, the Technology in whole or in part,

□甲方在提出相關智慧財產權之註冊、登記、申請前，應先與乙丙方洽商，三方就該智慧財產之歸屬無異議後始得為之。

□ before filing any registration, recordation, or application for related intellectual property rights, the Company shall first contact NTUST and the Faculty, and may proceed only after the three parties have agreed without objection on the ownership of those intellectual property rights.

□應為甲乙雙方所共有，並以丙方為共同創作人，且有關除去侵害、防止侵害及侵權損害賠償請求權，應由雙方合意後共同提出，一方不得未經他方書面同意單獨行使該權利。但甲方在經乙方事先書面同意後，得以自己名義為申請人，提出相關智慧財產權之註冊、登記、申請。

□ the intellectual property rights shall be jointly owned by NTUST and the Company, and with the Faculty as co-creator, and the rights to stop, prevent, and claim damages from infringement shall be exercised jointly by NTUST and the Company, rather than individually proceeded by each party without the written consent of the other party. Provided that the Company, after obtaining prior written consent from NTUST, may file registrations, recordations, and applications for related intellectual property rights in its own name as the applicant.

乙丙方就該智慧財產應負保密義務，不得任意洩漏或交付任何第三人或使第三人知悉。該智慧財產產出後，甲方同意乙丙方及政府主管機關得以永久、無償、全球、非專屬及不可轉讓之方式使用該智慧財產。

NTUST and the Faculty shall be obligated to keep the intellectual property confidential, and may not without due cause disclose or deliver it to any third party or make it known to any third party. After the intellectual property is produced, the Company agrees that NTUST, the Faculty, and the competent government authority may use the intellectual property in a permanent, gratuitous, global, non-exclusive, and non-transferable manner.

二、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。本技術僅供甲方、甲方負責與本技術有關之工作或業務之關係企業、以及甲方所委託之產製授權產品之外包廠商使用、實施。甲方對前開關係企業、外包廠商揭露本技術前，應事先經乙方書面同意。

2. 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. The Technology may be exploited and used solely by the Company, the Company's affiliated enterprises responsible for work or business relating to the Technology, and contractors engaged by the Company to manufacture the licensed products. The Company shall obtain the prior written consent of NTUST before disclosing the Technology to an aforesaid affiliated enterprise or contractor.

三、丙方擔保本技術全係自行研發，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。甲方從事第二條之授權行為，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丙方所致者，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技術之人提起訴訟。

3. The Faculty warrants that the Technology was researched and developed solely by it, 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 engaging in any licensed activities of Article 2 , infringes on any patent right, copyright, trade secret, or other intellectual property right of any third person, 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 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 Technology.

四、甲方應對本技術所製授權產品負完全之產品責任，乙丙方不負連帶責任，甲方應確保乙丙方不因此等產品責任受有損害。

4. The Company shall bear full product liability for licensed products manufactured with   
 the Technology, and NTUST and the Faculty shall bear no joint or several liability. The   
 Company shall indemnify and hold harmless NTUST and the Faculty against any such   
 product liability.

第六條：無擔保規定

Article 6: No Warranty

乙丙方應協助甲方自行使用本技術，但不擔保本技術之可專利性、合用性及商品化之可能性。

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

第七條：違約處理

Article 7: Breach

一、甲方若違反本合約第二條、第五條第一項、第二項或第九條第二項時，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 2, Article 5 paragraph 1 or 2, or Article 9 paragraph 2 of this Agreement, the Company shall pay NTUST a punitive penalty of NTD5 million, and NTUST may terminate this Agreement without prior notice and claim damages from the Company for any loss 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技術授權金及衍生利益金，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 technology license fee or royalty obligations under Article 4, and still fails to perform the obligations after a reminder notice from NTUST of the payment, 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.

第八條：合約期限

Article 8: Agreement Period

本合約自簽署日民國□□年□□月□□日起生效，有效期限為**1**年。甲方依本合約第四條第二項之規定給付權利維持金予乙方後，本合約有效期限將自動延展一年，若甲方於第二年起未依規定給付權利維持金，本合約則自動終止。

This Agreement shall take effect from □□□□(yyyy)□□(mm)□□(dd), and shall have an effective period of **1** year. After the Company has paid the maintenance fee to NTUST in accordance with Article 4 paragraph 2 of this Agreement, the effective period of this Agreement will automatically be extended for 1 year. Beginning from the second year, if the Company fails to pay the maintenance fee as stipulated, this Agreement will automatically be terminated.

第九條：合約終止處理

Article 9: Termination

1. 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技術有關之資料（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 Technology (including but not limited to electronic files, photocopies, and handwritten copies).

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.

四、第五條第一項智慧財產之歸屬及其於第七條第一項之違約效果，於本合約終止或解除後□年內仍有效。

4. The ownership of intellectual property rights under Article 5 paragraph 1, and the effect of breach thereof under Article 7 paragraph 1, shall continue in effect during □ years after the termination or rescission of this Agreement.

第十條：一部無效

Article 10: 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：合意管轄

Article 12: Consent to Jurisdiction

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。

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、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 of litigation under or in connection with this Agreement, the three parties agree that the Taipei District Court shall be the competent court with jurisdiction in the first instance.

第十三條：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：

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研發處技轉中心

Name of NTUST's contact person:

Title:

E-mail:

Tel.:

Fax:

Address: Technology Transfer Center,

Office of Research and Development,

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: □□□□□□@mail.ntust.edu.tw

Tel.: (02) □□□-□□□

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.

第十四條：合約份數

Article 14: 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: □□□

Company's uniform serial 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　 (seal)

Representative: (signature/seal)

Title: □□□

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

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:**