

銘傳大學研究發展成果及技術移轉管理辦法

Ming Chuan University Procedures for Management of Research and Development Outcomes and Technology Transfer

中華民國 98 年 3 月 9 日第 188 次行政會議通過
中華民國 101 年 11 月 26 日第 111 次擴大行政會議修正通過
中華民國 102 年 5 月 27 日第 116 次擴大行政會議修正通過
中華民國 103 年 10 月 6 日第 281 次行政會議修正通過
Passed at the 188th Administrative Council Meeting on March 9, 2009
Passed at the 111th Expanded Administrative Council Meeting on November 26, 2012
Passed at the 116th Expanded Administrative Council Meeting on May 27, 2013
Passed at the 281st Administrative Council Meeting on October 6, 2014

第一條 為有效管理及運用本校研究發展成果(以下簡稱研發成果)，鼓勵創新及提昇產學暨研究風氣，並促進產業發展與社會福祉，特依「銘傳大學產學合作實施辦法」第十二條、「科學技術基本法」及「政府科學技術研究發展成果歸屬及運用辦法」等制定本辦法。

Article 1 To effectively manage and use the research and development outcomes (herewith called the R&D outcomes), to encourage innovation, to promote academia-industry cooperation and research atmosphere, and to cultivate academia-industry development and public welfare, these procedures were established in accordance with Article 12 of Ming Chuan University Procedures for Conducting Academia-Industry Cooperation, Fundamental Science and Technology Act, and Government Scientific and Technological Research and Development Results Ownership and Utilization Regulations, and so on.

第二條 本辦法用詞定義如下：

- 一、研發成果：指因研究發展所產生之知識、技術、著作、雛形產品、產品外觀設計、專利權、著作權、商標權、積體電路電路布局、電腦軟體、營業秘密及其他技術資料等智慧財產權或智慧之產出。
- 二、本校人員：指本校專任教職員工及研究人員(含約聘僱人員、專任研究助理)。
- 三、本校資源：指本校設施、設備、人員、名義等有形或無形資源。
- 四、專利申請費用：指在專利申請過程中所生之專利申請費、專利補正費或申復費、專利證書費、第一期專利年費、專利事務所手續費及其他依法令應繳納之專利規費。
- 五、技術移轉：指研發成果授權他人利用或將相關權利移轉予他人。
- 六、研發成果收益：指研發成果經授權或技術移轉所得之簽約金、授權金、權利金、商品銷售所獲之衍生利益金、技術作價股權、實物及其他收入標的。

Article 2 Terms used in these procedures are defined as follows:

1. R&D Outcomes: the intellectual property rights or intellectual generation due to

research and development, such as knowledge, technology, books, product models, external product design, patent rights, copyrights, trademark rights, integrated circuit layout, computer software, trade secret, and other technical information.

2. MCU Personnel: paid full-time Ming Chuan University faculty and staff members and researchers (including personnel under contract or full-time research assistants).
3. MCU Resources: both tangible and intangible resources such as the university facilities, equipments, personnel, or name.
4. Patent Application Fees: fees generated during the patent application process such as application fee, patent supplement/correction fee or reissue fee, patent certification fee, phase one patent annual fee, patent office processing fee, and other patent fees in accordance with regulations.
5. Technology Transfer: authorization for others to use the R&D outcomes or transfer of relevant rights to others.
6. Profitability of R&D Outcomes: a signing bonus, authorization bonus, options, derivative profit from sale of products, technology equity, materials, and other revenue targets from authorized R&D outcomes or technology transfer.

第三條 本校研發成果管理、運用、推廣及研發成果資訊揭露訊息等相關作業流程由創新暨產學營運處承辦。有關研發成果之專利申請、維護、技術移轉及權益分配等事項均依本辦法辦理。

Article 3 The Innovation and Industry-Academia Collaboration Division is responsible for management, execution, promotion and the information announcing related workflow of the university R&D outcomes. All related R&D outcomes such as patent application and maintenance, technology transfer, and distribution of rights and interests are dealt with in accordance with these procedures

第四條 研發成果之智慧財產權歸屬如下：

- 一、本校人員依下列方式，於職務上利用本校資源產生之研發成果，除法令或契約另有規定者外，權利屬本校所有：
 - (一) 由本校編列預算，補助、委辦或出資所產生之研發成果。
 - (二) 由政府機關補助、委辦或出資予本校進行研發所獲得之研發成果。
 - (三) 本校受外界委託進行研發所獲得之研發成果。
 - (四) 本校人員利用本校資源所完成之研發成果。
- 二、因前項以外之情事所獲致之研發成果，視為非職務上所產生之研發成果，其權利歸屬於該發明或創作之個人所有。惟應依下列作業流程辦理：
 - (一) 為確認發明人或創作人於在校期間所完成之研發成果，係未利用本校資源或既有研發成果，發明人或創作人應於完成非職務上之研發成果時，即以書面通知創新暨產學營運處，如有必要

並應告知創作過程。

(二) 創新暨產學營運處接獲通知後，應簽請該發明人或創作人所屬系所或單位主管就該研發成果有無利用上班時間、本校資源或運用本校既有之研發成果予以判定。若經判定確屬非職務上所完成之研發成果，其權利歸屬該發明人或創作人。

(三) 發明人或創作人若於成果完成後三個月內未為前述通知，其於本校任職期間之任何研發成果，視為職務上所產生之研發成果，該研發成果歸屬本校所有。

(四) 本校於前述書面通知到達後六個月內，未向該發明人或創作人為反對之表示者，不得主張享有該研發成果之權利。

三、 本校與國內外公民營機構(以下簡稱合作機構)合作之研究計畫，得參酌出資與勞務之比例與研發之貢獻，於契約明訂研發成果歸屬之比例及相關權利義務。

四、 權利歸屬之例外：研發成果若係本校人員為散布其學術研究結果之目的而創作之書籍、研究報告、論文或其它學術著作，即使有本條規定之情形，其著作權仍歸創作人享有。但該成果係合作機構補助或委託研究者，其權利歸屬依委託契約之約定。

Article 4 Intellectual Property Rights' (IPR) ownership of the R&D outcomes is as follows:

1. Except as regulated in laws or contracts, MCU personnel who utilize MCU resources in the following means that result in R&D outcomes, the university possesses the ownership:

(1) The R&D outcomes result from the budget arrangements by, subsidy or commission from, or capital put up by the university.

(2) The attained R&D outcomes result from government entities subsidizing, entrusting, or contributing capital to the university to do research and development.

(3) The attained R&D outcomes result from the university accepting an external commission for research and development.

(4) MCU personnel utilize MCU resources to accomplish R&D outcomes.

2. For R&D outcomes resulting from circumstances aside from those mentioned above, those generated outside the line of employee responsibility, the ownership of rights should be held by the inventor(s) or creator(s) who should deal with it according to the following procedures:

(1) So as to confirm that the inventor(s) or creator(s) accomplished the R&D outcomes without utilizing MCU resources and not related to their duty during period of employment, the inventor(s) or creator(s) should notify the Innovation and Industry-Academia Collaboration Division in writing upon achieving the outcomes. If necessary, the innovative process should be described.

(2) After receiving the notice, the Innovation and Industry-Academia Collaboration Division should have the department or unit head of the inventor(s) or creator(s) to determine if the R&D outcomes were accomplished outside of office hours, without using MCU resources, or using

existing MCU R&D outcomes. If it is determined the R&D outcomes accomplished are not related to job duty, the inventor(s) or creator(s) own the rights.

- (3) If the inventor(s) or creator(s) do not send the abovementioned notice within three months of accomplishment, all other R&D outcomes during the employment period will be considered as resulting from job duty and the ownership of rights belongs to the university.
 - (4) Six months after receiving the abovementioned written notice, if the university does not oppose rights' claim of the inventor(s) or creator(s), the university cannot argue to claim the rights of the R&D outcomes.
3. Any cooperative research plan between the university and domestic or overseas public or private entities (abbreviated as cooperative institutions) should take into consideration the ratio of the capital investment and labor, research and development contribution, then clearly describe the ownership proportion of R&D outcomes and relevant rights and obligations in the cooperation contract.
 4. Exceptions to the ownership of rights: If the R&D outcomes such as books, research reports, theses, dissertations, or other academic writings are the result of MCU employees distributing academic research outcomes, though they are regulated in these procedures, the writer(s) enjoy the copyright. However, if the R&D outcomes are subsidized or entrusted by cooperative institutions, the ownership of rights is to be in accordance with the cooperation contract.

第五條 專利申請程序如下：

- 一、發明人或創作人於職務上所產生之研發成果，其權利歸本校所有，應由本校申請專利。其提案方式為填具專利申請相關表件後，送交創新暨產學營運處辦理。
- 二、創新暨產學營運處於收到前款申請文件並確認無誤後，得視案件申請內容送校外專家進行書面審查，並請該校外專家簽署保密同意書。
- 三、經校外專家審查後推薦者，由創新暨產學營運處彙整校外專家意見，得視需要邀請產學暨研發推動委員會（以下簡稱產推會）相關專長領域委員審議是否提出專利申請。
- 四、審議委員決議結果為推薦者，由創新暨產學營運處委任相關專利事務所辦理申請專利及相關程序，專利申請費用依第七條規定分攤。
- 五、若因時效因素需先行申請或校外專家審查意見為不推薦或審議委員決議結果為不推薦者，發明人或創作人得向創新暨產學營運處報備後，以本校為專利權人自行提出專利申請，其相關費用由發明人或創作人自行負擔。
- 六、發明人或創作人以本校名義自費自行申請專利者，應於取得專利權後三個月內以書面通知創新暨產學營運處，並由審議委員審議評估是否由本校管理、維護及推廣。
- 七、依前款審議結果由本校管理、維護及推廣之智慧財產權，本校得依第七條規定補償發明人或創作人，惟發明人或創作人須檢具官方規費收

據正本及相關證明文件；若為本校不予管理、維護及推廣之智慧財產權，本校得將智慧財產權無償讓與發明人或創作人。

- 八、專利權非屬於本校者，發明人或創作人得申請委託本校代為推廣及管理；其經審議委員決議代管，且權利讓與本校者，得依第七條規定辦理退費。

Article 5 Patent application procedures are as follows:

1. The rights to R&D outcomes resulting from the job responsibilities of the inventor(s) or creator(s) belong to the university. The completed relevant patent application forms are to be submitted to the Innovation and Industry-Academia Collaboration Division for processing.
2. After receiving and confirming abovementioned applications, based on the content of the application, the Innovation and Industry-Academia Collaboration Division should send them to off-campus specialists for review and have them sign a confidentiality agreement.
3. Upon being recommended by the off-campus specialists, the Innovation and Industry-Academia Collaboration Division should organize the recommendation and submit to the MCU Industrial Research Promotion Committee (herewith called the IRPC) depending on the actual need to be reviewed by professional committee members to determine whether to proceed with patent application.
4. Upon the committee members of IRPC resolving to submit a patent application, the Innovation and Industry-Academia Collaboration Division should entrust the application and relevant procedures to the relevant patent office for processing. The patent application fees should be shared in accordance with Article 7.
5. If, due to time considerations, the patent should to be applied for prior to recommendation by off-campus specialists or resolution by the IRPC committee members, the inventor(s) or creator(s) may report to the Innovation and Industry-Academia Collaboration Division and apply for the patent as long as Ming Chuan University is listed as the patentee. The inventor(s) or creator(s) should bear the relevant fees on their own.
6. Inventor(s) or creator(s) who apply for a patent in the name of Ming Chuan University should notify the Innovation and Industry-Academia Collaboration Division in writing within three months of receiving the patent right. The IRPC committee members should examine and review if the university is to manage, maintain, and promote this IPR.
7. In cases where the aforementioned committee examination results in a resolution that the university is to manage, maintain, and promote the IPR, the university should compensate the inventor(s) or creator(s) in accordance with Article 7. The inventor(s) or creator(s) must provide the original official fee receipts and relevant proofs. If the university is not to manage, maintain, or promote the IPR, the university should gratuitously transfer the IPR to the inventor(s) or creator(s).
8. If the university does not own the patent rights, the inventor(s) or creator(s) should apply and entrust the university to temporarily act for the promotion and management of this IPR. Upon being resolved by the IRPC committee members to temporarily manage and transfer the right to the university, refunds should be dealt in accordance with Article 7.

第六條 專利審查原則如下：

- 一、 校外專家審查該專利之產業利用性、新穎性、進步性、專利申請國別及市場價值評估，做為是否推薦專利申請之依據。
- 二、 審議委員依校外專家審查意見及研發成果內容之商業價值、發明人或創作人專利申請記錄與技術移轉績效、校內經費預算及是否為本校重點發展項目等因素，決定或變更專利申請費用分攤比例及申請國別。
- 三、 保密責任：
 - (一) 審查委員對於審查期間所知悉之審查文件內容及資料，應盡保密責任，不得挪作他用，審查完畢後亦同。
 - (二) 審查委員不得與所審查案有利益關係之廠商，私下接洽與該審查案有關之事務。

Article 6 Patent examination principles are as follows:

1. The off-campus specialists should review the industrial availability, novelty, progressiveness, patent filings by country of origin, market value assessment as the basis for recommending a patent application.
2. The IRPC committee members' decision to change patent application fee share proportion or filings by country of origin is dependent on the review and recommendation by off-campus specialists, commercial value of the R&D outcome contents, patent application records by the inventor(s) or creator(s) and technology transfer effectiveness, available on-campus funds and budgets, and significance to university development.
3. Confidentiality responsibility:
 - (1) Committee members should maintain confidentiality and should not misappropriate reviewed documentation and contents during and after the examination process.
 - (2) Committee members should not consult privately with vendors who have interest in or relationship to the case(s) being reviewed.

第七條 經審議委員決議通過據以申請專利者，其專利申請費用依下列原則分攤：

- 一、 專利申請費用扣除資助機關補助金額後，其餘費用之負擔比率得由本校人員之發明人依下列方案自行選擇其中之一，此四種方案之選擇將影響第十五條研發成果收益之分配比例。惟甲方案僅供發明專利案選用：
 - (一) 甲案：本校分攤比例為百分之百，發明人或創作人分攤比例為零。
 - (二) 乙案：本校分攤比例為百分之八十五，發明人或創作人分攤比例為百分之十五。
 - (三) 丙案：本校分攤比例為百分之七十，發明人或創作人分攤比例為百分之三十。

(四)丁案：本校分攤比例為百分之五十五，發明人或創作人分攤比例為百分之四十五。

二、專利審查過程中發明人有提出補充、修正、申復答辯等情事者，前兩次必要之費用依前款比率分攤；第三次以上費用則由發明人先自行負擔，俟最後確認獲准通過後，再依前款比率分攤。

Article 7 Upon being resolved by the IRPC committee members to apply for a patent, the patent application fees should be shared according to the following principles:

1. Once any contracted subsidy from a cooperative institution's is deducted, the inventor(s) should choose one of the following plans for the remainder of the patent application fees. These four plans will affect the allotment proportion of R&D outcome profits stated in Article 15. The first plan (a) listed below may only be used for patents of inventions.

Plan (a) The university shared proportion is 100% and the inventor(s) or creator(s) zero.

Plan (b) The university shared proportion is 85% and the inventor(s) or creator(s) 15%.

Plan (c) The university shared proportion is 70% and the inventor(s) or creator(s) 30%.

Plan (d) The university shared proportion is 55% and the inventor(s) or creator(s) 45%.

2. During the patent examination process, any requisite fees for the first two times the inventor(s) brings up supplement, revision, re-application or plea should be shared according to the previous clause. For the third time and beyond, the inventor(s) should first bear the cost until the right is granted; then the costs should be shared in accordance with the previous clause.

第八條 專利之維護方式如下：

一、專利權獲准後，屬本校所有者，其維護年限一律以三年為原則，第四年起每隔三年依第二款及第三款規定進行維護評估。第一年至第三年之專利維護費用，依前條規定分攤。

二、維護將滿三年之專利，發明人應於維護期屆滿半年前，提出維護或放棄建議送創新暨產學營運處，由創新暨產學營運處邀請相關人員列席審議該專利繼續維護之必要性。

三、經決議繼續維護之專利，本校得繼續維護下一階段專利權，其專利維護費用依前條規定辦理；如為本校不繼續維護之專利，其發明人願意自費繼續維護者，得依發明人負擔百分之八十五、本校負擔百分之十五之比例分攤，惟該專利之專利權人仍為「私立銘傳大學」，本校仍會協助研發成果推廣運用事宜，其後之權益分配依第十六條第二款辦理。倘若發明人放棄維護該專利，則該專利權將因缺繳年費而自動消滅。

四、本校與他人共有之專利權，其維護與放棄之處理，應以契約明訂之。

Article 8 The patent maintenance measures are as follows:

1. In general, the maintenance cycle for a patent granted to a university is three years. Starting from the fourth year, maintenance evaluation should proceed every three years in accordance with Clause 2 and Clause 3. The patent maintenance fees for the first three years should be shared in accordance with Article 7.
2. The inventor(s) should submit a request for patent maintenance at least six months in advance of three-year cycle expiring or recommend surrendering the patent right to the Innovation and Industry-Academia Collaboration Division. The Division should invite relevant personnel to review the necessity of continued patent maintenance.
3. Upon being resolved by the IRPC to continue patent maintenance, the university should maintain the next phase of patent right and the patent maintenance fees should be dealt with in accordance with Article 7. If the university does not continue the patent maintenance and the inventor(s) wish to pay the fee on their own, the inventor(s) should bear 85% of the cost and the university 15%. The patentee continues to be Ming Chuan University. The university will still assist the R&D outcome promotion and application and the preceding allotment of rights and interests is processed in accordance with Article 16 Clause 2. If the inventor(s) renounce the patent maintenance, the patent right will be automatically surrendered because of non-payment of the annual fee.
4. The maintenance and renouncement of concurrent ownership of patent right between the university and any third party should be clearly stated in relevant contracts.

第九條 智慧財產權之侵權處理方式如下：

- 一、智慧財產權受侵害時，由創新暨產學營運處委託專業律師處理，本校有關單位及發明人或創作人應全力協助。
- 二、智慧財產權受侵害時，由發明人或創作人提供具體之事實，經創新暨產學營運處取得必要之技術鑑定報告後，移交本校委託之專業律師辦理。但在提出法律訴訟前，得視需要由發明人或創作人或創新暨產學營運處聯絡侵權者，以取得本校合法之授權或協調停止侵害之事宜。

Article 9 IPR infringements are dealt with as follows:

1. The Innovation and Industry-Academia Collaboration Division should engage a professional attorney to deal with any violation of IPR. The relevant university units and inventor(s) or creator(s) should provide full assistance.
2. When dealing with IPR infringement, the inventor(s) or creator(s) should provide concrete facts along with the necessary authenticated technology report obtained by the Innovation and Industry-Academia Collaboration Division to the attorney engaged for this purpose. However, depending on the situation, before any legal litigation proceeds, the inventor(s), creator(s), or the Innovation and Industry-Academia Collaboration Division may notify the infringer(s) to obtain the university's legal authorization or to coordinate cessation of the damage to rights.

第十條 發明人或創作人之義務如下：

- 一、發明人或創作人於研發成果之專利申請、答辯、訴願、行政或其他訴

訟等法律程序中，應對其發明內容負答辯之義務，無償協助本校進行必要之攻防程序，以確保有關權益。

- 二、發明人或創作人以抄襲等違反學術倫理行為或故意欺瞞等不法手段獲得研發成果致侵害他人權益時，應返還依本辦法所獲之收益，並賠償本校因此所受之一切損害，且就該侵害他人權益之行為，負損害賠償及其他相關責任。
- 三、發明人或創作人對其申請之智慧財產權案件應負保密義務，除事前經創新暨產學營運處書面同意外，在提出申請前不得公開其研發成果。但專利申請案件基於研究、實驗需要或陳列於政府主辦或認可之展覽會，而發表、使用或公開者，並於發表或使用之日起六個月內申請專利者，不在此限。
- 四、發明人或創作人離校後如變更居住地址及聯絡方式，應主動聯絡創新暨產學營運處。如因發明人或創作人變更居住地址及聯絡方式，致使創新暨產學營運處連續三年未能聯繫發明人或創作人者，視同發明人或創作人放棄所有權利與收益分配。
- 五、發明人或創作人應配合本校進行該發明或創作之推廣應用。

Article 10 The obligations of the inventor(s) or creator(s) are as follows:

1. The inventor(s) or creator(s) should reply to any charge regarding the invention during the legal procedures of patent application, plea, appeal, administration or other lawsuit, and should assist the university to proceed with the necessary attack and defense procedures to ensure relevant rights and interests.
2. Any inventor(s) or creator(s) who gain the R&D outcomes through illegal means such as plagiarism (the violation of academic ethics) or purposeful deceit that have infringed on others' rights and interests, should return all profits obtained in accordance with these procedures and compensate the university for all damages from such acts. Moreover, they are to bear the damage compensation and other relevant responsibility for infringement upon others' rights and interests.
3. Inventor(s) or creator(s) are obliged to keep the IPR application confidential. Except for the advance written agreement with the Innovation and Industry-Academia Collaboration Division, they should not publicly disclose the R&D outcomes before the application is processed. However, this restriction does not apply to those who publish, use, or disclose the outcomes for research, experimental needs, or display in sponsored or approved exhibitions by government entities and apply for patent within six months from the date of publication or use.
4. If the inventor(s) or creator(s) change their address or contact information after leaving the university, they should initiate contact the Innovation and Industry-Academia Collaboration Division. If the Division cannot get in touch with the inventor(s) or creator(s) for three consecutive years due to their change of address or contact information, this is regarded as giving up all rights and profit allotment.
5. The inventor(s) or creator(s) should cooperate with the university to promote the use of the invention or creation.

第十一條 凡利用本校資源完成之研發成果，不論取得專利與否，均應採取保護措施，並適時尋求技術移轉商品化之機會。技術移轉之原則如下：

- 一、以有償授權為原則。
- 二、以國內廠商為優先。但有下列情事之一者，得專案授權國外廠商：
 - (一)國內廠商無實施意願。
 - (二)國內廠商實施能力不足。
- 三、以非專屬授權為原則。但有下列情事之一者，得專案申請專屬授權：
 - (一)為避免業界不當競爭致妨礙產業發展者。
 - (二)研發成果之移轉為須經政府長期審核始能上市之產品。
 - (三)技術移轉之商品須投入鉅額資金繼續開發商品化技術者。

Article 11 All R&D outcomes accomplished by using MCU resources should adopt protection measures regardless of whether or not a patent is obtained and, at the right moment, seek opportunity for technology transfer and commercialization. In principle, the technology transfer is as follows:

1. In principle, non-gratuitous.
2. Domestic vendors have the priority. However, authorization for overseas vendors under the following conditions may be obtained via special report:
 - (1) Domestic vendors have no intention to put it into practice.
 - (2) Domestic vendors lack the ability to put it into practice.
3. In principle, non-exclusive. However, exclusive authorization may be obtained via a special report under the following conditions:
 - (1) To avoid inappropriate competition among enterprises that would cause hindrance to academia-industry development.
 - (2) Transfer of the R&D outcomes must go through a long-term evaluation by government entities to make the products available in the market.
 - (3) Technology transfer commodities require a great amount of investment to continue the development of commercialized technology.

第十二條 技術移轉契約書，應明訂下列項目：

- 一、移轉標的及內容。
- 二、授權之範圍或投資之限制。
- 三、付款條件及方式。
- 四、權利義務內容。
- 五、違約條款。
- 六、其他必要記載事項。

Article 12 Technology transfer contracts should clearly state the following:

1. Transfer target and content.
2. Authorized scope or investment restriction.
3. Terms and means of payment.
4. Rights and content of obligations.
5. Violations.
6. Other matters that require a record.

第十三條 本校研發成果，得公開徵求廠商辦理技術移轉。若發明人或創作人自行徵選廠商，應事先送請創新暨產學營運處同意後，再行商定技術授權移轉簽約等相關事宜。

- 一、創新暨產學營運處得依個案性質以授權、讓與、共同開發、技術投資等方式運用本校之研發成果。
- 二、發明人或創作人與創新暨產學營運處皆應對本校之研發成果採取保護措施，並依第十一條原則尋求技術移轉及商品化之機會。
- 三、發明人或創作人之配偶、二親等以內之親屬為受技轉機構之負責人或董事者，應行迴避不得參與技轉條件協商。政府補助計畫所生研發成果，政府定有技轉利益迴避原則者，依其規定。技轉案之發明人或創作人應簽署「執行技術授權移轉之同意書」。發明人或創作人有二人以上時，應自行約定一人為簽署代表。
- 四、本校研發成果運用前，創新暨產學營運處得就個案性質及技術領域，邀請相關人員列席審議，決定研發成果運用方式及計價原則，作為創新暨產學營運處與合作及授權對象簽約之依據。
- 五、簽約作業完成後，由創新暨產學營運處進行契約管理，如發現契約關係人有未依約履行事項者，應善盡提醒之責。如履約時因情事變更，契約內容有增刪、變更之必要時，經協議後得以「附帶協議書」進行契約變更。

Article 13 The university R&D outcomes may publicly ask for vendors to conduct technology transfer. If the inventor(s) or creator(s) choose the vendor on their own, they should have advance approval of the Innovation and Industry-Academia Collaboration Division and then settle the relevant issues regarding to technology transfer.

1. Depending on the nature of the case, the Innovation and Industry-Academia Collaboration Division may utilize the university R&D outcomes through license, transfer, co-development, or technology investment.
2. The inventor(s) or creator(s) and the Innovation and Industry-Academia Collaboration Division should protect the university R&D outcomes and seek the opportunity for technology transfer and commercialization in accordance with Article 11.
3. When the inventor(s) or creator(s)'s spouse, or a relative of second degree of kinship is the person in charge or the chairperson of a board of directors of the institute participating in technology transfer, they may not participate in the negotiation process for conditions of transfer. The research results of government subsidized projects must follow the regulated technology transfer

principle to avoid any conflict of interest by signing an “agreement for implementing authorized technology transfer.” When the number of inventor(s) or creator(s) is two people or more, one representative must be assigned to sign the agreement.

4. Depending on the nature of the case and technology field, before university R&D outcomes are applied, the Innovation and Industry-Academia Collaboration Division may invite relevant professionals to decide on the application methods and the valuation principles, as the basis for signing a contract between the Innovation and Industry-Academia Collaboration Division and cooperative and authorized entities.
5. The Innovation and Industry-Academia Collaboration Division is responsible to manage all signed contracts. If the contractual parties are found to not comply with the agreement, the Division should remind the parties. When it is necessary to add or delete or amend the contents of the contract in order to fulfill the agreement, it may be changed according to a supplementary agreement after negotiation.

第十四條 凡歸屬於本校之研發成果具技術移轉可能性者，應由發明人或創作人或廠商填具相關表件後，送交創新暨產學營運處，並依下列程序辦理之：

- 一、公告技術移轉相關條件。
- 二、召開技術移轉廠商評選會。
- 三、簽訂技術移轉契約書。
- 四、收取應得之報償並分配。

Article 14 The inventor(s), creator(s), or vendor(s) should complete relevant forms for all R&D outcomes with potential technology transfer, submit them to the Innovation and Industry-Academia Collaboration Division and process in accordance with the following procedures:

1. Announce relevant conditions for technology transfer.
2. Summon vendor evaluation meeting for technology transfer.
3. Sign a technology transfer contract.
4. Collect and distribute compensation earned.

第十五條 技術移轉對象或企業廠商如需使用本校之名稱或標章於商業用途者，應來函取得本校書面同意或授權。

Article 15 Technology transfer cooperation partners or vendors who need to use the name or logo of MCU for commercial purposes are required to send an official letter to the university to obtain written agreement or authorization.

第十六條 權利歸屬本校之研發成果收益，依下列原則分配：

- 一、經本校同意提出專利申請者，其研發成果收益於扣除專利申請費用及回饋資助機關之部分後，依第七條第一款發明人所選擇之專利申請費用分攤方案而定，其收益分配比例如下：

(一)甲案：本校分配比例為百分之四十，發明人為百分之五十五，發

明人所屬單位(院、系、所、中心)為百分之五。

(二)乙案：本校分配比例為百分之二十五，發明人為百分之七十，發明人所屬單位(院、系、所、中心)為百分之五。

(三)丙案：本校分配比例為百分之十五，發明人為百分之八十，發明人所屬單位(院、系、所、中心)為百分之五。

(四)丁案：本校分配比例為百分之十，發明人為百分之八十五，發明人所屬單位(院、系、所、中心)為百分之五。

二、未取得專利或不予維護之專利或非以專利形式保護之研發成果，其研發成果收益於扣除相關申請費用及回饋資助機關之部分後，依下列比例分配：本校為百分之十，發明人為百分之八十五，發明人或創作人所屬單位(院、系、所、中心)為百分之五。

Article 16 The university's ownership rights of R&D outcome profitability should be distributed in accordance with the following principles:

1. For those cases approved for the university to apply for a patent, after deducting patent application fees and repayment to the sponsoring entity(ies), the profit from R&D outcomes should be allotted as follows as in accordance with Article 7 Clause 1 by the inventor's selection of apportionment plan for patent application fees:
 - (1) Plan (a): Allotted proportion for the university is 40%, the inventor 55%, and the unit (school/college, department/program, or center) that inventor belongs to receives 5%.
 - (2) Plan (b): Allotted proportion for the university is 25%, the inventor 70%, and the unit (school/college, department/program, or center) that inventor belongs to receives 5%.
 - (3) Plan (c): Allotted proportion for the university is 15%, the inventor 80%, and the unit (school/college, department/program, or center) that inventor belongs to receives 5%.
 - (4) Plan (d): Allotted proportion for the university is 10%, the inventor 85%, and the unit (school/college, department/program, or center) that inventor belongs to receives 5%.
2. After deducting the relevant patent application fees and repayment to the sponsoring entity(ies), the profitability proportion of R&D outcomes for those items that have not yet obtained a patent, had a patent that was not approved for maintenance, or was not protected in patent format should be allotted as follows: the university receives 10%, the inventor 85%, and the unit (school/college, department/program, or center) that inventor or creator belongs to receives 5%.

第十七條 保密義務

- 一、本校智慧財產權於申請獲准前，所有資料均應區分為機密或普通文件。列為機密文件者，非相關業務承辦人員及其主管不得複印或出示於第三人。
- 二、創新暨產學營運處對已獲得之智慧財產權，應定期整理予以公開。智

慧財產權文件於智慧財產權有效期結束或權利讓與後，得予以銷毀或移交與受讓人。

三、智慧財產權業務承辦人員及其主管負有保密義務，應妥善保存並不得洩漏相關資料。

Article 17 Confidentiality Obligation

1. Before the IPR is granted, all documentation should be distinguished as confidential or ordinary. Responsible personnel or administrators should not reproduce any copies or present any confidential documents to any other person not related to these matters.
2. The Innovation and Industry-Academia Collaboration Division should regularly organize the IPRs obtained so as to make known to the public. The IPR documentation may be destroyed or transferred to the receiver(s) at the end of validity period or after the transfer of ownership rights.
3. The personnel and administrator responsible for IPR matters are obligated to maintain confidentiality and should properly preserve and not disclose any related information.

第十八條 本辦法經行政會議通過，校長核定後實施，修正時亦同。

Article 18 Upon being passed at the Administrative Council Meeting and approved by the president, these procedures were implemented. Any revision must follow the same procedure.

In the event of any inconsistency or discrepancy between the Chinese and other language versions of this document, the Chinese version shall prevail.