學校編號:由研發處填寫 NPUST Contract No.: 由研發處填寫







Technology Transfer/License Agreement

授權人:國立屏東科技大學

中

華

民

Licensor: National Pingtung University of Science & Technology 發明人: Inventor: 被授權人: Licensee:

威

/

年

/

月

日

技術移轉授權合約書

Technology Transfer/License Agreement

國立屏東科技大學(以下簡稱甲方)

立合約書人: □□□(發明代表人) (以下簡稱乙方)

□□□□ 股份有限公司 (以下簡稱丙方)

為落實研究產出之技術加惠國內產業界,甲乙方同意以技術授權方式授權丙方

實施該項技術,三方同意本於誠信原則,協議下列條款,以為共同遵守:

This Agreement is made by and between:

National Pingtung University of Science and Technology (hereinafter the "Party A")

□□□□, representative of inventor (hereinafter the "Party B") □□□□□ Company (hereinafter the "Party C")

WHEREAS, Party A and Party B desire to grant Party C a license to the technology in the territories as defined below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

第一條:技術來源

Article 1: Technology; Title and Ownership

□本項技術「□□□□□□□」係乙方任職於甲方期間所研發,其 智慧財產權全部歸屬於甲方所有。

□本項技術係□科技部/□農委會/□經濟部補助甲乙方執行之專題
 研究計畫成果,其智慧財產權全部歸屬於甲方所有:

計畫名稱:

計畫編號:

□This technology "_____" is developed and invented by Party B during Party B's term of employment at Party A, the intellectual property rights in which belong to and are owned by Party A.

□This technology "_____"is the result of subsidized research project

by DMinistry of Science and Technology /DCouncil of Agriculture, Executive Yuan /DMinistry of Economic Affairs, the intellectual property rights in which belong to and are owned by Party A. Program Name:

Program Number:

第二條:移轉技術範圍

Article 2: Construction and Definitions

- 一、技術名稱:「□□□□□□□□」(以下簡稱本授權技術)。
- 2.1 "Technology" means _____
- 二、技術內容:詳如附件一。
- 2.2 Content of Project: detailed in Attachment A.

三、授權範圍:甲方同意丙方實施本授權技術或利用本授權技術在臺 灣地區內製造、為販賣之要約、販賣、使用或為上述 目的而進口授權產品。

2.3 Scope of Licensed: Party A grants to Party C a license to application the Technology to make, manufacture, sell the products which is made, manufactured by or with Technology /Patent in Taiwan.

四、授權方式:(非)專屬授權。

2.4 License Method: Non-exclusive/ Exclusive license.

五、授權對象:丙方。

2.5 Licensee: Party C

六、(所屬)專利名稱(國別/申請號/證書號):

2.6 Patent Name/Country/Application Number/Patent Number :

七、合約期間: 年月日至年月日(共□年)

2.7 Duration: the Agreement shall be effective for vears from (yyyy)

(mm) (dd)

第三條:技術移轉與實施

Article 3: Transfer and Application of Technology

一、資料交付:乙方應依本技術移轉授權合約書,陸續將本授權技術資料交付予丙方,丙方同時應將其本技術之實施情形同時告知甲乙雙方。

3.1 Transfer of Technical Information and sample: Party B shall provide information and
piece/package/ (unit) of sample regarding the Technology to Party C according to this Agreement. Party C shall notify Party A and Party B the scope of application of this Technology.

二、技術範圍:本授權技術以合約簽定時所完成之技術交付,倘若丙方

欲承接本技術之衍生技術授權,應與甲方另行協商。

3.2 Scope of License: Technology Party A shall provide the technical information of Technology as Party B has completed at that time. In the event that Party C wants to obtain the license of the derivative technology based on Technology, Party C shall negotiate with Party A.

第四條:義務及責任

Article 4: Obligations and Liabilities

一、諮詢指導:乙方於交付技術資料予丙方後,應配合提供丙方必要之

技術指導與諮詢講解。若丙方對本技術要求乙方提供 更詳細之諮詢服務或人員訓練時,應支付技術服務費 予乙方,諮詢服務之時間、地點、費用及方式等細節 由乙丙雙方另行協議之。

- 4.1 Instructive Consulting: Party B shall provide Party C necessary technical instruction and consultation. Party C shall incur a technical service fee payable to Party B for request for further detailed consultation services or personnel training regarding Technology. The time, location, fee, and method of consultation shall be further negotiated by Party B and Party C.
- 二、保密責任:三方對於有關本授權技術之未公開部分資料(依通常 情形可認知為未公開資料),應負保密責任。<u>丙方應</u> <u>以善良管理人之注意,妥善保管因本契約而知悉或持</u> <u>有之本技術資料及其他相關資料,不得任意洩漏或交</u> <u>付任何第三人或使第三人知悉,或作為本合約目的以</u> <u>外之用途。</u>若因丙方及其關係企業之員工或可歸責於 丙方之事由,致外包廠商、經銷商或代理商違反本條 款者,視為丙方違約。縱因本合約終止或解除,丙方 亦須負本條之保密責任,若有違反,應賠償甲乙方之 損失。
- 4.2 Confidentiality: The undisclosed information of Technology, which is considered as than the Parties hereto. Party C agrees to exercise due care in keeping confidential any and all information related to Technology, including any and all documentation and other physical manifestations or embodiments thereof. Party C further agrees to not disclose or provide any technical information known or related to this Agreement and shall not disclose, deliver, or make available any Confidential Information to any third party. Any breach of this provision by any contractor, distributor, or agent due to any act by any employee of Party C or its affiliate for any reason attributable to Party C shall be deemed a material breach of this confidentiality clause by Party C. The confidentiality obligations under this Agreement shall survive perpetually after termination or expiration of this Agreement, and Party C shall remain liable for confidentiality under this provision notwithstanding the expiration or the termination

of this Agreement and Party A and Party B shall be entitled to recover any and all damages from Party C.

三、乙方得保留學術研究及學術發表之權力。

4.3 Party B is entitled to academic research and publication.

第五條:授權金及衍生利益金之計算及付款方式

Article 5: Calculation and Payment Terms for License Fee and Royalty

- 一、權利金:共計新台幣 萬元整(不含營業稅),營業稅 元。 丙方應於合約生效(或約定日期)後30日內繳清/或依下列 期間分 期撥付。本授權金縱因本合約終止或解除亦不 退還。
- 5.1 License Fee: A total amount of _____ NT dollars w/o VAT shall be paid by Party C in full within 30 days from the Effective Date of this Agreement/ or agreed date /or in __ installment as follows. As for the VAT shall be paid by Party C exclusively. The technology license fee and royalties for Technology shall not be refundable upon the termination or rescission of this Agreement.

1.第一期款新台幣□萬元整,於□年□月□日支付。

2. 第二期款新台幣□萬元整,於□年□月□日支付。

5.1.1 1st installment: Party C shall pay to Party A NTD_______.
before______.
5.1.2 2nd installment: Party C shall pay to Party A NTD_______.
before______.

二、衍生利益金:

 □丙方利用本技術所生產之相關產品上市銷售期間內,每年應就 該等產品銷售總額,提撥□%給甲方,為本技術移轉之衍生利益
 金。本衍生利益金縱因本合約終止或解除亦不退還。上開衍生利 益金應於每年2月20日一次給付給甲方。丙方於每年元月31日 前,應提供前一年度(1月1日至12月31日)使用本授權技術所 產製產品之銷售額明細及檢附該年度申報國稅局之「營業人銷售 額與稅額申報書」,經會計師簽署確認計算並給付衍生利益金。 □預估丙方利用本技術於授權期間內之衍生利益金總額為新台幣 ___萬元,丙方應於合約生效後 日內/於□年□月□日一次付 清。本衍生利益金縱因本合約終止或解除亦不退還。

5.2 Royalty:

□ Party C shall pay Party A the royalty for the transfer of technical information related to Technology during the commercialization period in which Technology to produce manufactured products. This royalty is equivalent to _____% of the total sales amount of such products on an annual basis, and is payable on every February the 20th in accordance with the sales amount of products manufactured from the use of Technology.Party A is entitled to audit and verify the sales amount.

The amount is nonrefundable and shall not be returned to Party C in the event of expiration or termination of this Agreement. Party C shall pay the royalty in full within fifteen days from the Effective Date of this Agreement.

Party C shall provide the sales amount report which contributed by the use of Technology of previous year (January the 1st to December the 31th) before each January the 31th and enclose "Declaration of Sales and Business Tax by a Business Entity" of previous year which is reported to National Taxation Bureau confirm by the accountant. Party C shall pay the royalty in accordance with the report mentioned above.

A total amount of ______ NT Dollars shall be paid by Party C as royalty for Party C's use of Technology during the License Period. Party C shall pay the royalty in full within _____ days from the Effective Date of this Agreement / before ______. The amount is nonrefundable and will not be returned to Party C in the event of expiration or termination of this Agreement.

三、權益分配:丙方支付權利金之分配,由甲、乙方依政府機關計畫

衍生之成果繳交科發基金20%,其餘依甲方「國立屏東科技大學

專利申請暨智慧財產權移轉作業要點」第九條規定之比率分配。

- 5.3. Rights and Interests Distribution: The royalties and license fee paid by Party C will distribute 20% to the National Science and Technology Development Fund ("STDF") according to the result generated by plans of government institute executed by Party A and Party B; other (80%) will follow regulations of Party A's "NPUST Management Procedures on Patent Application and Intellectual Property Rights Transfer" article9.
- 四、付款方式:丙方所付授權金,凡須由丙方扣繳稅款申報稽徵機關

者,應依當時稅法規定辦理之,給付方式如下:

5.4 Payment Terms: If Party C 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. Party C shall pay the fees and royalties and as follows:

□即期票據:抬頭為「國立屏東科技大學」

□By check: payable to-National Pingtung University of Science and Technology □匯款:戶名:國立屏東科技大學 401 專戶

帳號:741300-42668 第一銀行屏東分行。

By wire transfer: Bank: First Commercial Bank, Pingtung Branch Account: National Pingtung University of Science and Technology Account Number: 74130042668

五、甲方得視需要指派會計人員或委託會計師至丙方主營業所查核丙

方利用本授權技術所生產產品之銷售收入金額,丙方應配合執行

```
不得拒絕。委託費用由丙方支付/由甲、丙方平均支付。
```

5.5 If deemed necessary, Party A is entitled to dispatch accounting personnel or qualified accountants to Party C's main business location for purposes of auditing sales income from products manufactured by use of Technology. Party C hereto agrees to take or cause to be taken all such other cooperative actions as are reasonably necessary or desirable in order to permit the other parties to obtain the full benefits of this Agreement. The fee of such action shall be paid by Party C / shall be paid by Party A and Party C equally.

第六條:智慧財產權之歸屬及侵權責任

Article 6: Attribution of Intellectual Property Right and Infringement Liability

一、本授權技術之技術資料及技術知識(Know-How)為甲方所擁有。甲

乙方得再與第三者簽訂技術移轉授權合約。

- 6.1 All rights of Technology and Know-How related to Technology belong to Party A. Party A and Party B are entitled to enter into another technology license and transfer agreement with any third party.
- (或)一、本授權技術之技術資料及技術知識(Know-How)為甲方所擁有,

惟本案授權方式為專屬授權,甲方不得再與第三者簽訂技術移轉 授權合約。

- (or) All rights of Technology and Know-How related to Technology belong to Party A. Subject to the terms and conditions of this Agreement, Party C is granted an exclusive license. Party A is not entitled to enter into another technology license and transfer agreement with any third party.
- 二、丙方在本合約中所有之權利義務,未經甲乙方之書面同意,不得

讓與或轉授權予任何第三人。丙方若有違反,甲乙方得不經催告

逕行終止本合約,並請求損害賠償。

- 6.2 Without the written consent of Party A and Party B, none of Party C's rights or obligations under this Agreement may be assigned or sublicensed to any third party. In the case of any violation by Party C, Party A and Party B may terminate this Agreement without notice and request compensation for damages.
- 三、丙方實施本授權技術製造產品銷售時,倘遇有任何專利侵權行為

致遭受第三人請求或被訴時,丙方應儘速通知甲方,並全力進行

必要防禦程序,以確保有關權益。

6.3 In the case of any patent infringement action or any third party claim or suit in Party C's sale of products manufactured by application of Technology, Party C shall

notify Party A and Party B as soon as possible and shall make its best efforts to carry out necessary defensive strategies to protect the common interests of the three parties.

四、本合約倘有專利權被侵害應行主張權利或提起訴訟請求之情事 時,丙方應立即通知甲、乙方,並全力協助甲、乙方採取保全行 動或法律程序之進行,以確保三方共同之權益。

- 6.4 In the case of any patent infringement under this Agreement and if any claim should be made or litigation to be filed, Party C shall immediately notify Party A and Party B and shall make its best efforts to assist Party A and Party B in taking protective measures or in instituting legal proceedings in order to protect the common interests of the three parties.
- 五、丙方利用本授權技術所完成之衍生產品或附加產品,其智慧財產

權歸屬丙方,如合約終止或屆期後,丙方若需再使用本授權技

術,需事先取得甲乙方之書面同意,延展授權期限。

- 6.5 The intellectual property rights of derivative or additional research, developed or added by Party C shall belong to Party C. After this Agreement is terminated or expires, Party C can only use Technology after obtaining prior written agreement from Party A and Party B.
- 六、丙方依本授權技術所製產品,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甲乙方無涉,丙方並應確保甲乙方

不因此等產品責任受有損害。

6.6 Products manufactured by Party C based on Technology shall be property labeled in accordance with relevant laws of the Licensed Area. Party A and Party B shall not be held liable for any product liability suit involving such products. Party C shall indemnify and hold harmless Party A and Party B against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against Party A which arise out of any act or omission by Party C that constitutes a breach of Party A's warranties hereunder.

七、未經甲方書面同意,丙方不得任意使用甲方之校名與校徽(包

括:屏大、屏科大、屏東科大、NPU、NPUST、國立屏東科技大學、屏東科技大學及校徽
豪、廣告、海報、DM等商業活動。丙方若有違反,甲乙方得不經催告逕行終止本合約,並請求損害賠償。

6.7 Party C shall not use the name, school logo, or other symbol of Party A (including but not limited to 屏大, 屏科大, 屏東科大, NPU, NPUST, 國立屏東科

技大學, 屏東科技大學 and 22) for commercial activity, include but not limited to any and all type of packing of product, marketing material, advertisement, poster, DM without prior written consent of Party A. In the event of breach of any provision hereunder, Party A and Party B may terminate this Agreement without notice and request compensation for damages.

- 八、本授權技術含甲乙方技術之專利權者,若該專利權發生撤銷狀
 - 況,甲乙丙三方得議定修改合約內容;若合意終止合約,尚未繳
 - 交甲方之專利授權金不再收取,已繳交之授權金亦不返還。
- 6.8 In the event that the patent, which is included in Technology and belong to Party A or Party B, is revoked, this Agreement may be amended upon consent of all Parties. In the event of termination of this Agreement with consent of all Parties, the license fee which has not been received will not be collected. The license fee which have received will not be returned to Party C.

第七條:履約保證

Article 7: Contract Performance Guarantee

一、丙方於簽約時即應提供甲方履約現金、設定質權之銀行定存單或

銀行保證書之保證金新台幣三十萬元整。

7.1 Party C guarantees to Party A the performance of the obligations undertaken by Party C under this Agreement and will provide to Party A cash, bank certificate, or bank guarantee as contract performance guarantee at the time of contract signature. This

contract performance guarantee shall be made in the amount of 300,000 NT Dollars.

二、丙方得於利用本授權技術所產製之產品上市後,憑該產品之銷售

證明,要求甲方退還此項履約保證。

- 7.2 The contract performance guarantee may be returned to Party C upon request by Party C to Party A in conjunction with adequate proof of the commercialization of manufactured products by use of Technology.
- 三、丙方若未能於規定期限內利用本授權技術產製產品上市者,應書

面通知甲乙方要求延長上市期限或提前解除合約。否則甲乙方得

逕行終止本合約,並沒收履約保證金。

- 7.3 If Party C fails to commercialize the manufactured products manufactured by use of Technology within the fixed deadline, Party C will provide written notice to Party A and Party B to request extension of the commercialization deadline or early termination of this Agreement. Failure to do so will result in termination of this Agreement by Party A and Party B and forfeiture of the contract performance guarantee.
- 四、丙方若於本合約終止時仍未能利用本授權技術產製產品上市者,

得由甲方召開評審會議,依個案情況決定是否退還丙方履約保證

金。

7.4 If Party C fails to commercialize manufacture products by use of the Technology at the end of the effective period, Party A has discretion to conduct a review meeting to determine on an individual basis whether the contract performance guarantee shall be returned to Party C.

第八條:無擔保規定

Article 8: No Warranty

一、甲乙方擔保盡力協助丙方自行使用本授權技術,但不擔保本授權

技術之專利性、合用性、商品化及市場行銷。

8.1. Party A and Party B shall assist Party C to use Technology, but does not warrant the patentability, fitness for any particular purpose, or merchantability of Technology.

二、丙方依本合約所取得之所有技術資料之非公開部分應以密件處 理,並自行以營業秘密之方式加以保護。本授權技術實施後所發 生之侵害或被侵害情事,丙方均應自行負責,惟甲乙方將盡力協 助丙方處理。

8.2 All unpublished technical information obtained by Party C from this Agreement shall be treated as confidential and shall be protected in the manner of trade secrets. Any damage or infringement occurring after the implementation of Technology shall be Party C's responsibility, Party A and Party B shall make their best efforts to assist Party C for handling such matters.

第九條:技術資料更新

Article 9: Technical Upgrades

乙方於本合約有效期間內,對本合約所定之技術如有更新時,應通知 丙方及甲方,丙方得依本合約第十二條第一項所規定之方式,優先取 得更新技術之授權。

If during the effective period of this Agreement, Party B upgrades Technology, Party B shall notify Party A and Party C, and Party C shall have the right of first refusal to negotiate and obtain licensing for the upgraded Technology in accordance with article 12 paragraph1.

第十條:違約處理

Article 10: Breach of Contract

一、丙方未依本合約第五條規定於期限內繳付授權金者,甲乙方得終

止合約,並得依其違約情事,每月另按總額之百分之二十計付遲

延違約金,不足一個月者以一個月計。

10.1 Party C's failure to pay license fee and royalty within the deadline provided under Article 5 hereof shall incur a delay penalty fee in the amount of 20% of the total amount per month, any part of a month is counted as a full month, and Party B may terminate this Agreement herewith.

- 二、丙方若違反本合約第四條第二款、第六條第二款、第六條第五 款、第六條第六款、第六條第七款及第十一條第三款時,願支付 總額新台幣一佰萬元整之懲罰性違約金。丙方若違反本合約其他 條款,甲乙方得不經催告逕行終止本合約,並請求損害賠償。
- 10.2 In the case of a breach by Party C of Section 2 of Article 4, Section 2 of Article 6, Section 5, 6, 7 of Article 6 or Section 3 of Article 11, Party C is liable for punitive damage to Party A in the total amount of One Million (1,000,000) NT Dollars. If Party C breaches any other provisions hereof, Party A and Party B may terminate this Agreement without notice and is entitled to request compensation for damages.
- 三、如由於不可抗力之天然災害造成繳款延誤,應受免責,但期限不

得超過60天。

10.3 If any party fails to perform this Agreement or acts pursuant to this Agreement due to flood, fire, typhoon, earthquake or other event not attributable to such party, the party is released from its obligations or liability for delay within sixty days.

第十一條:合約期限

Article 11: Term of Agreement

一、本合約期滿前三個月內,丙方得以書面徵得甲乙方同意延展授權

期限,延展授權之條件另議。

11.1 Party C may seek Party A's and Party B's written consent to extend the license period three months prior to expiration of the validity period. Each extended license period and license condition shall be subject to further negotiation.

二、任一方解散或破產者, 合約當然終止。

11.2 This Agreement would be terminated, if any party is dissolved or go bankrupt.

第十二條:合約終止處理

Article 12: Effect of Expiration (Termination)

- 一、丙方於合約消滅後一個月內應繳回由乙方獲得之技術資料。
- 12.1 Party C shall return the technical information obtained from Party B within one month of the expiration of this Agreement.
- 二、丙方於合約終止後,不得自行或委託他人實施本授權,但若丙方 有具體事實足證本產品係於本合約消滅前製造完成者,該產品於 合約終止日後二個月內得繼續販賣,但丙方仍應依本合約第五條

之規定支付甲方衍生利益金。

- 12.2 Notwithstanding the expiration of this Agreement, Party C shall refrain from any production or manufacture by itself or through another person by application of Technology. However, if Party C has substantial proof to show that the product was manufactured prior to the expiration or termination of this Agreement, the sale of the product may continue for two months following the expiration or termination of this Agreement, provided that the royalty shall remain payable pursuant to Article 5.
- 三、丙方因本合約所應負之保密責任及履約保證責任,不因合約消滅

而失效。

12.3 The obligations of confidentiality by Party C will survive despite the termination or expiration of this Agreement.

第十三條:合約修改

Article 13: Amendment to Agreement

一、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。

- 13.1 This Agreement may be amended in writing upon consent of all three parties. The amended document signed by all three parties shall be attached to this Agreement as an integral part hereof and shall replace the original provisions which have been amended and replaced.
- 二、本合約未規定事宜應依民法、專利法及其他相關規定辦理。

13.2 Any matter which is not included in this Agreement shall be handled in accordance with the civil code Patent Act, other relevant laws and regulations.

第十四條:合意管轄

Article 14: 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,三方同意先依誠信原則解決 之。
- 14.1 This Agreement shall be construed in accordance with and governed by the laws of the Republic of China (Taiwan). The three parties agree that any controversy or dispute arising in connection with this Agreement shall first be resolved under the principle of good faith.
- 二、本合約如有爭議糾紛,無法於爭議發生後二十日內解決者,經甲 方同意後,得於屏東提付仲裁,並依我國仲裁法及中華民國仲裁 協會之仲裁規則解決之;涉訟時則三方同意以台灣屏東地方法院 為第一審管轄法院。
- 14.2 Any dispute or controversy arising under or in connection with this Agreement may, upon consent by both parties, be submitted to arbitrate in Pingtung City, and resolved in accordance with the Arbitration Act of the Republic of China (Taiwan). In the event of court litigation, the parties agree that Taiwan Pingtung District Court shall be the competent court with jurisdiction in the first instance, and that the law of the Republic of China (Taiwan) shall be the applicable law for resolution of the litigation.
- 三、本合約以中文與英文撰寫,中、英文版本文義如有差異處,以文

件之中文版本為準。

14.3 This Agreement has been written in Chinese and English. In the event of conflict between versions, this Chinese version shall govern.

第十五條:聯絡方式

Article 15: Contact Management(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:

15.1 Notice or request related to this Agreement shall be in writing and delivered to the following locations and persons (hereinafter the "Contact Person") and shall be deemed received by the corresponding party when it is delivered to the Contact Person:

甲方聯絡人姓名:陳又嘉 職稱:研發處處長 E-mail:ip@mail.npust.edu.tw 電話:08-7703202 轉 6050 傳真:08-7740158 地址:91201 屏東縣內埔鄉學府路一號

Party A Contact Person: Ying-Chieh Lee

Title: Director of office of Research and Development

E-mail: ip@mail.npust.edu.tw

Telephone: 08-7703202 ext. 6050

Fax: 08-7740158

Address: No.1, Xuefu Rd., Neipu Township, Pingtung County 91201, Taiwan (R.O.C.)

乙方聯絡人姓名:

職稱:
E-mail:
電話:
傳真:
地址:91201 屏東縣內埔鄉學府路一號

Party B Contact Person: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

Address: _____

丙方聯絡人姓名:

| 職稱: | |
|--------|---|
| E-mail | : |
| 電話: | |
| 傳真: | |
| 地址: | |

| Party C Contact Person: _ | | |
|---------------------------|------|--|
| Title: | | |
| Email: | | |
| Telephone: | | |
| Fax: | | |
| Address: | | |

二、三方聯絡人或聯絡資料有所更動時,應以書面通知其他二方,並告

知更新內容。

15.2 In the case of any changes made to any Contact Person or contact information, a written notice shall be sent to the other two parties for update.

第十六條:合約份數

Article 16: Counterparts/ Copies of Agreement

本合約書正本一式三份,由甲乙丙三方各執正本一份為憑。

This Agreement is made in triplicates, with Party A, Party B and Party C each holding one copy.

代表人:張金龍

統一編號:91004103

地 址:91201 屏東縣內埔鄉學府路一號

Party A: National Pingtung University of Science and Technology (seal)Representative: Chin-Lung Chang(signature/seal)Number: 91004103

Address: No.1, Xuefu Rd., Neipu Township, Pingtung County 91201, Taiwan (R.O.C.)

任職系所及職稱: 身份證字號: 户籍地址: Party B: (signature/seal) Title: I.D. number: Registered domicile address: (公司印信) 丙 方: (簽章) 代表人: 地 址: 公司統一編號: Party C: (seal) Representative: (signature/seal) Address: Company's uniform serial number: 國 年 月 民 中 華 日 This _____ day of _____, ____