**專利授權合約**

**Patent License Agreement**

□□□有限公司 （以下簡稱甲方）

**立合約人**： 光宇學校財團法人元培醫事科技大學 （以下簡稱乙方）

 □□□教授 （以下簡稱丙方）

緣甲乙丙三方為特定專利之授權事，特立本合約，並同意條件如下：

**This Agreement is made by and between：**

 □□□ Company (hereinafter the "Company")

 YUANPEI UNIVERSITY OF MEDICAL TECHNOLOGY (hereinafter "YUNT")

 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「□□□□□□□□□□□□」（以下簡稱本專利），其專利權歸屬於乙方所有。乙丙方同意依下列條件將本專利授權甲方實施；甲方同意依下列條件承受實施本專利之權利。

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

第二條：專利授權範圍及限制

Article 2： Scope of and Restrictions on the Patent License

一、授權專利：□□□□□□□□（□□□□專利公告□□□□號）。

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：本專利專利權所及之地域。

五、授權方式：非專屬授權，惟

 1.未經乙方書面同意，甲方不得擅自向第三人行使本專利之除去侵害、防止侵害及侵權損害賠償請求權。

 2.甲方同意以永久、無償、全球、非專屬及不可轉讓之方式將本專利授權乙丙方及政府主管機關，於非商業用途實施本專利之一部或全部。

 3.甲方同意如有下列各款情事之一時，政府主管機關得自行或依申請，要求甲方將本專利授權他人實施，或於必要時將本專利收歸國有：

 (1)甲方於本合約有效期間無正當理由未有效運用本專利，經第三人向政府主管機關提出授權申請，且該第三人曾於該期間內以合理之商業條件，向甲方請求授權仍不能達成協議。

 (2)甲方以妨礙環境保護、公共安全或公共衛生之方式實施本專利。

 (3)為增進國家重大利益。

 4.政府主管機關依本條介入授權第三人實施或收歸國有時，其行使之要件及程序，將由政府主管機關另與甲方以書面訂定之。

1. Licensed Patent： □□□□□□□□ (□□□□Patent Publication No. □□□□).

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 or territories to which the patent rights in the Patent extend.

5. Type of license： non-exclusive license, provided, however, that：

 (1) without the written consent of YUNT, the Company may not on its own initiative exercise the right against any third party to remove infringement, prevent infringement, or claim damages from infringement.

 (2) the Company agrees to license YUNT and the competent government authority to implement part or all of the Patent for non-commercial purposes in a permanent, gratuitous, global, non-exclusive, and non-transferable license manner.

 (3) the Company agrees that, when the circumstances of any of the following subparagraphs occur, the competent government authority, on its own initiative or by application, may require that the Company license the Patent for implementation by others, or when necessary, exercise eminent domain and expropriate the Patent：

 (i) The Company, without legitimate reason, has failed to effectively utilize the Patent during the effective term of this Agreement, and a third party has made an application to the competent government authority to obtain licensing for the Patent, given that the third party had previously, during the effective term of the Patent, requested that the Company provide it with a license for the Patent under reasonable commercial terms but failed to reach agreement on such licensing.

 (ii) The Company implements the Patent in a manner detrimental to environmental protection, public safety, or public health.

 (iii) A material interest of the nation will be furthered by expropriation of the Patent.

 4. should the competent government authority, pursuant to this Article, intervene to license the Patent for implementation by a third party or to expropriate the Patent under eminent domain, the prerequisites and procedures under which it exercises such authority shall be separately set out by the competent authority in writing for the Company.

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專利內容。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 Patent 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專利及相關技術資料、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。

2. The Company shall exercise the due care of a good administrator in keeping sound and appropriate custody of the Patent and information and materials in connection with technology relating to the Patent learned or possessed under or in connection with this Agreement, and of the details of this Agreement, and YUNT 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.

第四條：專利授權金、權利維持金及衍生利益金之給付

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

1. 專利授權金：共計新臺幣□□□元整，乙方同意授權丙方一年實施本專利之權利。甲方應於簽約當時以現金或即期票據給付乙方。

1. Patent license fee： New Taiwan Dollars (NTD) □□□in total. YUNT agrees to license to the Company the rights to use and exploit the Patent for 1 year. At the time of signing this Agreement, the Company shall pay the fee to YUNT 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 YUNT 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，至多延展五年，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十條之規定辦理。

(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, that extension of up to five years. 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 10.

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：

 □甲方銷售授權產品，應提撥每(單位)□□元為本專利之衍生利益金。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 licensed products, it shall allocate NTD□□ per (unit) as royalties for the Patent. 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 YUNT 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□□為本專利之衍生利益金。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 licensed products, it shall allocate each year □□ percent of the gross sales of those products as royalties for the Patent. 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 YUNT and the Faculty, the Company shall pay the royalties within 2 months from the effective date of each current year of the licensing.

1. 甲方應將前述專利授權金、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 Patent license fee, maintenance fee, or royalties to YUNT：

 □即期支票：抬頭－光宇學校財團法人元培醫事科技大學

 □電匯：銀行：第一銀行東門分行

　　　　 帳戶：光宇學校財團法人元培醫事科技大學

 帳號：30210009570

□Check payable at sight：payable to－Yuanpeu University of Medical Technology

 □Wire transfer Bank：First Commercial Bank,Tung-Men ranch

　　　　 Account：Yuanpeu University of Medical Technology

 Account number： 30210009570

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專利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。
2. YUNT 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 Patent and the amount of

revenues therefrom, and the Company shall cooperate in the auditing.

六、本專利之授權金、權利維持金、衍生利益金不因甲方將本專利商品化之結果而有所增加或減免。本合約終止或解除時，本專利授權金、權利金及衍生利益金亦不退還。

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

七、甲方所付專利授權金、權利維持金及衍生利益金，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 Patent 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：智慧財產權之歸屬及侵權責任

Article 5： Ownership of Intellectual Property Rights and Liability for Infringement

1. 甲方不得將本專利之全部或一部、或是修改本專利後向任何國家有關機關申請專利權或其他智慧財產權。甲方自本專利之全部或一部所衍生、延伸、改良、附加之智慧財產，
2. 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 licensed Patent or in any modification of the licensed Patent. For any intellectual property developed by the Company through derivation, extension, or improvement of, or addition to, the licensed Patent 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 YUNT 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 YUNT 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 YUNT 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 YUNT, may file registrations, recordations, and applications for related intellectual property rights in its own name as the applicant.

本專利到期屆滿前，甲方仍須負本項責任。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。

The Company shall continue to bear the duties and liability under this paragraph until the expiration of the Patent. YUNT 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 YUNT, the Faculty, and the competent government authority may use the intellectual propertyin a permanent, gratuitous, global, non-exclusive, and non-transferable manner.

1. 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。本專利僅供甲方、甲方負責與本專利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、外包廠商揭露本專利資料或與授權產品有關之資料前，應事先經乙方書面同意。

2. Without the written consent of YUNT, none of the Company's rights or obligations
under this Agreement may be assigned or sublicensed to any third party. The Patent may be exploited and used solely by the Company, the Company's affiliated enterprises responsible for work or business relating to the Patent, and contractors engaged by the Company to manufacture the licensed products. The Company shall obtain the prior written consent of YUNT before disclosing the licensed Patent material or material related to the licensed products to an aforesaid affiliated enterprise or contractor.

三、乙方擔保本專利全係自行研發，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、實施本專利或因使用、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專利之人提起訴訟。

3. The Company warrants that the Patent 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 YUNT or the Faculty, the Company shall be solely liable for resolving the matter. YUNT 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 YUNT or the Faculty, YUNT or the Faculty shall not be obligated to provide assistance. YUNT is entitled, but not obligated, to bring an action against anyone who infringes the Patent.

四、甲方依本專利所製授權產品，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乙丙方無涉，甲方應確保乙丙方不因此等產品責任受有損害。

4. The Company, in accordance with the applicable laws of the licensed territory, shall perform proper labeling for licensed products manufactured with the Patent. YUNT and the Faculty shall be free from any product liability for such products, and the Company shall indemnify and hold harmless YUNT and the Faculty against any such product liability.

第六條：無擔保規定

Article 6： No Warranty

一、本專利係以本合約簽訂時本專利已獲得專利權之狀態交付甲方，但乙丙方不擔保本專利於本合約有效期限內不受第三人舉發而致本專利消滅之情事。

1. The Patent is delivered to the Company in the state of having been granted and enjoying patent rights as of the time of signing of this Agreement. However, YUNT and the Faculty do not warrant that the Patent will be safe and free during the effective period of this Agreement from cancellation proceedings that could be filed by third parties and that could result in extinguishment of the patent.

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

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

第七條：技術更新

Article 7： Technical Upgrades

一、丙方於本合約有效期限內，對本專利之技術如有更新時，甲方有優先洽商取得更新技術授權之權利。

1. If during the effective period of this Agreement the Faculty upgrades the Patent technology, the Company shall have the right of first refusal to negotiate and obtain licensing for the upgraded technology.

二、於本合約有效期限內，本專利之技術如獲得其他地區之專利權，甲方有優先洽商取得該專利權授權之權利。

2. During the effective period of this Agreement, if patent rights for another territory are obtained for the Patent technology, the Company shall have the right of first refusal to negotiate and obtain licensing for those patent rights.

第八條：違約處理

Article 8： Breach

一、甲方若違反本合約第二條、第五條第一項、第二項、十條第二項時，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 10 paragraph 2 of this Agreement, the Company shall pay YUNT a punitive penalty of NTD5 million, and YUNT 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 YUNT 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專利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 Patent license fee or royalty obligations under Article 4, and still fails to perform the obligations after a reminder notice from YUNT of the payment, YUNT 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.

第九條：合約期限

Article 9： Agreement Period

本合約自民國□□年□□月□□日起生效，有效期限為一年。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 YUNT 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，且應於本合約終止或解除後一個月內銷毀所有與本專利有關之資料（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 Patent (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八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 8 paragraph 1, shall continue in effect during □ years after the termination or rescission 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 YUNT.

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、若因本合約而涉訟時，三方同意以新竹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 Hsinchu District Court shall be the competent court with jurisdiction in the first instance.

第十四條：聯絡方式

Article 14： Contact Method

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：劉仁筑

 職稱：創新育成中心主任

E-mail：ikiyama@gmail.com

電話：03-6102390

地址：新竹市元培街306號

 Name of YUNT's contact person：Jen-Chu, Liu

Title：Director, Innovation &Incubation Center

E-mail：ikiyama@gmail.com

Tel.：+886-3-6102390

Fax：+886-3-6102379

Address：NO.306, Yuanpei Street, HsinChu 30015,Taiwan

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.ypu.edu.tw

 Tel.： (03) 5381183

 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 YUNT and the Company.

甲 方：□□□股份有限公司 （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：光宇學校財團法人元培醫事科技大學 （印信）

 代表人：林志城 （簽章）

 職稱：校長

 地 址：30062 新竹市元培街306號

Yuanpeu University of Medical Technology　 (seal)

 Representative： (signature/seal)

 Title：President

 Address： NO.306, Yuanpei Street, HsinChu

 30015,Taiwan

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. YUNT will fill in the date when it affixes its seal.)**

**附件：**

**Annex：**