**TECHNOLOGY AND PATENT LICENSE AGREEMENT**

THIS TECHNOLOGY AND PATENT LICENSE AGREEMENT (hereinafter referred to as the “Agreement”) is entered into as of this DD day of MM, YYYY (the “Effective Date”), by and between **廠商全名**, a corporation organized and existing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its principal office at 廠商地址 (hereinafter referred to as “LICENSEE”); and **National Central University**, an educational institution organized and existing under the laws of the Republic of China (Taiwan) (hereinafter referred to as the “R.O.C.”), having its principal office at [No. 300, Zhongda Rd., Zhongli District, Taoyuan City](https://goo.gl/maps/FEgNsx8hn3hpKBqLA), Taiwan, R.O.C. (hereinafter referred to as “NCU”).

**RECITALS**

Whereas Professor ○○○ of the Department of ○○○ at National Central University, during his/her employment with NCU, developed a technology with practical applications, and in order to promote the beneficial use of such technology by industry, agrees to grant LICENSEE the right to implement said technology within the authorized territory defined in this Agreement. Both parties, in the spirit of good faith, hereby agree to the following terms and conditions:

**Article 1: Source of Technology** (Please select and fill in one of the following options)
☐ *Without government subsidy:* The technology was developed by Professor ○○○ of the Department of ○○○ during his/her employment with NCU. The intellectual property rights of the technology belong to NCU.
☐ *With government subsidy:* The technology was developed by Professor ○○○ of the Department of ○○○ during his/her execution of the government-funded project “○○○” (Project NO.: ○○○), funded by ○○○ (funding agency). The intellectual property rights of the technology belong to NCU.

**Article 2: Scope of Technology Licensing**

1. **Technology Title:** “○○○○○○” (hereinafter referred to as "Licensed Technology"). The technical content is detailed in **Annex A**.
2. **Type of License:** NCU grants LICENSEE a **non-exclusive** license to use the Licensed Technology.
3. **Scope of License:** LICENSEE shall have the right to use, implement, reproduce, and modify the Licensed Technology, as well as to sell products that are developed, manufactured, or assembled using the Licensed Technology (hereinafter referred to as "Product(s)").
4. **License Period:** The license period shall commence from the Effective Date and continue until ○○ (year) ○○ (month) ○○ (day).
5. **Licensed Territory:** LICENSEE is authorized to implement the Licensed Technology within the Republic of China (referring to Taiwan, Penghu, Kinmen, and Matsu). LICENSEE shall not use or implement the Licensed Technology outside of the licensed territory without the prior written consent of NCU. However, the sale of the Product(s) is not limited to within the Republic of China.
6. **Note:** If LICENSEE intends to engage in investment or technical cooperation activities that fall under *Regulations Governing the Approval of Investment or Technical Cooperation in Mainland China* and its review principles, LICENSEE must apply for permission from the Investment Commission of the Ministry of Economic Affairs in accordance with the regulations. (*Delete this clause if this is not an assignment contract.*)

**Article 3: Deliverables and Consultation**

1. **Delivery of Materials:** NCU shall deliver the documentation and/or materials related to the Licensed Technology (as specified in **Annex B,** hereinafter referred to as "Deliverable(s)") to LICENSEE on or before the delivery date listed in **Annex B**.
2. **Technical Guidance and Consultation:** LICENSEE may request that NCU provide consultation service related to the Licensed Technology for a maximum of ○○ hours.

**ARTICLE 4 Confidentiality**

1. LICENSEE shall take a reasonable degree of care to prevent disclosure of the Licensed Technology or any information known to or possessed by it under this Agreement. Without NCU’s prior written consent, LICENSEE shall not disclose, deliver, reverse engineer, reverse assemble, or decompile any information, document or material concerning the Licensed Technology to or for any third party.
2. LICENSEE shall require its officers, employees, distributors, and agents to comply with this Article. If any officer, employee, distributor, or agent of LICENSEE violates this Article, such violation shall be deemed as a violation of LICENSEE.

**Article 5: License Fee and Payment Method**

1. **License Fee:** The total license fee shall be NTD ○○ (inclusive of tax). The license fee is non-refundable, even in the event of termination or cancellation of this Agreement.
2. **Payment Method:** The license fee by LICENSEE shall be made within thirty (30) days from the date NCU issues the receipt (extended if it falls on a holiday), either by wire transfer or demand check. Any remittance fees shall be borne by LICENSEE.
	* If payment is made by demand check, the check should be made payable to: “National Central University Account 401.”
	* If payment is made by wire transfer, the remittance details are as follows:
		+ **Account Name:** National Central University Account 401
		+ **Bank:** First Commercial Bank, Zhongli Branch
		+ **Account Number:** 28130610132
		After the wire transfer, LICENSEE shall send a copy of the remittance receipt to NCU for reconciliation purposes.

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

1. Both parties acknowledge that the Licensed Technology and the Deliverable(s) under this Agreement are the property of NCU. As this is a non-exclusive license, NCU retains the right to enter into technology assignment or license agreements with third parties.
2. LICENSEE shall not assign or sublicense any of the rights or obligations granted under this Agreement to any third party without prior written consent from NCU. Any violation shall entitle NCU to terminate this Agreement and seek compensation for damages.
3. If LICENSEE intends to establish a spin-off or affiliated company to engage in the development of the Licensed Technology, LICENSEE must notify NCU in writing at least thirty (30) days in advance. LICENSEE may only transfer the Deliverable(s) to such entities after obtaining NCU’s written consent through sublicensing or assignment agreements.
4. If LICENSEE, while selling Product(s), becomes involved in a claim or lawsuit due to alleged patent infringement by a third party, LICENSEE shall promptly notify NCU in writing and take all necessary defense actions to protect the relevant rights and interests.
5. If a situation arises where a patent under this Agreement is infringed upon and enforcement or legal action is required, LICENSEE shall immediately notify NCU in writing and fully cooperate in any protective or legal actions initiated by NCU to safeguard the mutual interests of both parties.
6. Any intellectual property independently developed by LICENSEE and separate from the Licensed Technology shall belong to LICENSEE. However, LICENSEE shall inform NCU and, based on a principle of reciprocity, provide NCU with a royalty-free right to use such intellectual property for academic purposes. NCU shall not disclose or provide such materials to any third party without authorization. If such independent intellectual property infringes upon the rights of a third party, NCU shall not be held liable.
7. Product(s) shall be properly labeled in accordance with applicable laws in the authorized territory. NCU shall bear no product liability for such Product(s), and LICENSEE shall indemnify and hold NCU harmless from any related damages.
8. LICENSEE acknowledges that NCU is an educational institution and a non-profit legal entity. The Licensed Technology is licensed under this Agreement with the intent to support and promote industrial technology development. Notwithstanding anything in this Agreement to the contrary, NCU shall in no event be liable under this Agreement for any damage, injury or whatsoever, in contract or in torts, greater than an amount equal to the license fee actually paid by LICENSEE under this Agreement.

**Article 7: No Warranty Clause**

1. LICENSEE understands and acknowledges that the licenses granted herein under Licensed Technology are provided on an "as is" basis. Except as expressly set forth in this agreement, NCU makes no representations and extends no warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or that the use of Licensed Technology or Product(s) will not infringe any copyright, patent, trademark, or other proprietary right.
2. All non-public information obtained by LICENSEE under this Agreement shall be treated as confidential and protected by LICENSEE as trade secrets. LICENSEE shall bear full responsibility for any infringement or claims of infringement arising from the implementation of the Technology. NCU will, however, make reasonable efforts to assist LICENSEE in handling such issues.

**Article 8: Breach and Remedies**

1. If LICENSEE fails to pay the license fee within the period specified in Article 5, NCU may charge a penalty interest calculated at 0.1% of the license fee per day of delay. The total penalty shall not exceed 20% of the license fee. If payment is not made within thirty (30) days, NCU may terminate this Agreement immediately.
2. If LICENSEE violates any of the following provisions, NCU may terminate this Agreement by written notice and may demand a default penalty equal to **twice the total license fee** from LICENSEE:

(1) The confidentiality obligations stated in Article 4;
(2) The sublicensing and assignment provisions in Paragraphs 2 and 3 of Article 6.

1. If LICENSEE breaches any other terms of this Agreement, NCU may terminate the Agreement by written notice. In such cases, LICENSEE shall be liable for any resulting damages.
2. If LICENSEE’s business license is revoked by the competent authority, or if it becomes subject to court-enforced execution or faces other financial difficulties, NCU may, after issuing a notice requiring remedy within a specified time, terminate this Agreement in accordance with the law.

**Article 9: Termination**

1. Upon expiration, termination, or cancellation of this Agreement, LICENSEE shall immediately cease using the Licensed Technology and Deliverable(s) and shall, within thirty (30) days, return or destroy Deliverable(s) and settle any outstanding unpaid license fees.
2. After the expiration, termination, or cancellation of this Agreement, LICENSEE shall not produce, sell, or use Product(s) either by itself or through a third party. Any violation entitles NCU to claim damages. However, if LICENSEE can provide concrete evidence that certain Product(s) were completed prior to the termination or cancellation of this Agreement, such Product(s) may continue to be sold.

**Article 10: Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the R.O.C. without regard to conflict of laws principles. All disputes between both parties concerning this Agreement or its subject matter that cannot be resolved by both parties through negotiations both parties agree that the Taoyuan District Court of Taiwan shall be the court of jurisdiction of the first instance.

**Article 11: Contact Information**

All notices or requests related to this Agreement shall be delivered in formal written form to the following addresses and contact persons (hereinafter referred to as the “Coordinator”), with a copy sent to the technical inventor or their designated contact. Delivery to the listed Contact Person shall be deemed as valid delivery to the respective NCU and the technical inventor:

To NCU:

 Coordinator: Name:

 Title:

 Phone:

 E-mail:

Address:

Copy： Name:

 Title:

 Phone:

 E-mail:

Address:

To LICENSEE:

 Coordinator: Name:

 Title:

 Phone:

 Fax:

 E-mail:

Address:

If there is any change to the Coordinator or their contact information mentioned in the preceding paragraph, the party making the change shall notify the other party in writing and provide the updated information.

**Article 12: Entire Agreement**

This Agreement, including Annexes hereto, sets forth the entire agreement and understanding of the parties with respect to its subject matter. All prior agreements and understandings between the parties, whether oral or written, are hereby superseded in their entirety by this Agreement. If there is any inconsistency between the provisions of this Agreement and the provisions of any Annexes hereto, the provisions of this Agreement shall govern and control unless expressly superseded by the provisions of such Annexes.

**Article 13: Force Majeure**

Neither party shall be responsible for any inability or failure to perform or any delay in performing its obligations hereunder to the extent such inability, failure or delay results from natural disasters, governmental actions, conditions of war or civil disobedience, epidemic, pandemic, or similar causes beyond the reasonable control of such party.

**Article 14: Amendment**

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by each of the parties.

**Article 15: No Waivers**

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition herein will not constitute a waiver of that right, or excuse any subsequent nonperformance of any such term or condition, or of any other term or condition, by the other party.

**Article 16: Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be modified to reflect the fullest legal and enforceable expression of the intent of the Parties or, if not possible, severed, and the remainder of this Agreement will not be affected thereby.

**Article 17: Survival**

Those provisions, which by their nature are intended to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to: Article 4, Article 7, and Article 12.

**Article 18: Number of Copies**

This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

|  |  |
| --- | --- |
| LICENSEE:**廠商名稱** | **NCU:****National Central University** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: |

**Annex A Licensed Technology**

**Technology**

Technology means 技術名稱 which will be described in details in the following documents:

|  |  |
| --- | --- |
| **NO** | **Title** |
| 1 | 資料/文件名稱 |
| 2 | 資料/文件名稱 |

**Patent**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **NO** | **Title** | **Nation** | Application Date | ApplicationNumber | **Patent Number** | Status |
| 1 | 專利名稱 | 國家 | 申請日 | 申請案號 | 專利證號 | 審查中/已獲證 |
| 2 | 專利名稱 | 國家 | 申請日 | 申請案號 | 專利證號 | 審查中/已獲證 |

**Annex B Deliverable(s)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| NO. | Deliverable(s) | Delivery method (e-mail, CD, hard copy, etc.) | Delivery date  | Signature (Delivering Party/Receiving Party) | Date  |
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