

Yuan Ze University Guidelines for the Handling of Technology Transfer of Research and Development Outcomes

Jan. 24, 2007	Adopted at the 15 th Research and Development Outcomes Evaluation Committee, Academic Year 2007
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Article 1 These Guidelines are formulated pursuant to Article 7 of the “Implementation rules for YZU’s Regulations on the Management of Research and Development (R&D) Results and Technology Transfers.”

Article 2 The University’s technology transfer and licensing shall, in principle, be conducted on a fair, open, compensated, and non-exclusive basis, except in the following circumstances:

1. Intellectual property rights and research outcomes obtained from scientific and technological research and development projects funded, commissioned, or invested in by government agencies (institutions) through allocated science and technology budgets shall, in principle, be licensed free of charge to the funding agency for implementation. Where such rights are licensed to industrial entities, exclusive licensing may be granted, subject to the approval of the funding agency, in consideration of technology utilization, industrial development, and the need to avoid improper competition within the industry.
2. Technology transfer of research outcomes generated from other commissioned projects shall be conducted in accordance with the terms of the contracts executed at the time of commissioning.
3. For academic, educational, and research purposes and non-profit use, royalty-free licensing shall be adopted in principle.

Article 3 The transfer of research outcomes shall give priority to domestic enterprises duly incorporated and registered under the Company Act of the Republic of China (Taiwan). Where necessary, the University may also proactively commission development entities to carry out development on its behalf.

- Article 4** The University may publicly invite qualified enterprises to apply for technology transfer by specifying the required conditions for its research outcomes. Applicant enterprises shall submit their applications to the University within the prescribed period. Upon approval by the University, the University shall enter into separate technology transfer agreements with each approved enterprise in accordance with these Guidelines. Any enterprise approved for technology transfer that fails to execute the agreement within the notified period, or that fails to perform the agreement after execution, shall have its qualification for the approved technology transfer revoked. The University may also, at its discretion, impose restrictions on such enterprise's eligibility to participate in future technology transfer opportunities.
- Article 5** When research outcomes, technologies, or intellectual property rights are transferred to enterprises, the consideration shall be determined based on the valuation of such outcomes; the distribution of revenues derived from such transfers, as well as any derivative benefits arising from the commercialization of related products, shall be handled in accordance with the "Implementation rules for YZU's Regulations on the Management of Research and Development (R&D) Results and Technology Transfers."
- Article 6** Where necessary, the University may facilitate consultations between the enterprise receiving the technology transfer and the inventor(s) of the technology and may provide appropriate technical support.
- Article 7** The technical information provided by the University to the enterprise shall be for the enterprise's reference for production purposes only during the term of the contract. The University shall retain ownership of such technical information. The enterprise shall not use such information to engage in technical cooperation or joint production and marketing with any third party, nor disclose such information to others for use.
- Article 8** Technology transfer agreements shall be negotiated and executed, as appropriate, by the University, the inventor(s) of the technology and representatives of their affiliated units, together with the enterprise receiving the technology transfer. Matters not stipulated in the agreement shall be handled in accordance with these Guidelines and relevant laws and regulations.

Article 9 Unless otherwise stipulated by the funding agency, a technology licensing agreement shall include the following:

1. The name, content, and scope of the technology transfer.
2. The scope of the technology license (production items) or investment restrictions.
3. The consideration for the technology transfer, the distribution of revenues derived from related products, and the payment terms.
4. Provisions regarding the confidentiality of patent rights and technical information.
5. Warranties provided by the enterprise receiving the technology transfer, and provisions governing non-performance or breach of contract.
6. Provisions regarding the term of the agreement, termination, amendment, and renewal.
7. Any other necessary matters required for the specific case.

Article 10 These Guidelines, as well as the subsequent amendments therewith, shall be approved by the Research and Development Outcomes Evaluation Committee and subsequent review and recordation by the Research and Development Meeting prior to implementation.

The English translation is for reference only. In case of any discrepancy between Chinese and English versions, the Chinese version shall prevail.