**國立臺灣科技大學教師赴產業服務或研究合作協議書**

**Cooperative Agreement for Faculty Service or Collaborative Research in Industry with the National Taiwan University of Science and Technology**

甲方（合作機構）： （以下簡稱甲方）

Party A (Cooperative Entity): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter, Party A)

乙方（教師）： （以下簡稱乙方）

Party B (Faculty Member): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter, Party B)

丙方（學校）：　國立臺灣科技大學 　（以下簡稱丙方）

Party C (University): National Taiwan University of Science and Technology (hereafter, Party C)

 基於甲、乙、丙三方共同提升產業專業技術與教學實務知識，由甲方提供產業服務或研究之資源與措施，促進學術交流與產學合作效益，本協議書所約定之乙方赴產業服務或研究之相關事項，甲、乙、丙三方同意訂定下列條款，並依誠信原則履行：

With the intention of ensuring that Party A, B and C shall collaboratively enhance professional technologies in industry and practical knowledge for academic teaching and learning, Party A agrees to provide industry services or research resources and facilities, enhancing efficacy of the academic interchange and industry-academia cooperation, wherefore this Agreement establishes the matters relevant to Party A being present for industry services or research, and Party A, B and C hereby agree to the following terms and conditions, pledging their good faith best efforts to fulfill the same:

第一條　產業服務或研究期程

Article I. Industry Service or Research Period

一、本合作協議書訂立期限：

 自民國 年 月 日起至 年 月 日止。

1. This Agreement is established for the period of:

 From the \_\_\_\_th day of\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_ through and until the \_\_\_\_th day of\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_.

二、甲、乙、丙三方如因事實需要，有延長或縮短之必要時，應於執行期限內提出申請變更，以變更一次為原則。

2. Party A, B, and C agree that in accord with practical requirements, wherever the need exists for extension or reduction of the period of validity hereof, then during implementation hereunder notice shall be provided for an application to the period, and such amendment shall not exceed one time.

第二條　赴產業服務或研究應符合教師專業領域

Article II. Deployment to Industry Service or Research Activity Conforming to Faculty Professional Specialties

一、丙方得視人力需求提供丙方 系所專業教師 (乙方)至甲方機構或其分支單位進行產業服務或研究工作。

1. Party C shall in accord with the manpower requirements provide to Party C’s professional Faculty in the Department or College of \_\_\_\_\_\_\_\_\_\_, namely, \_\_\_\_\_\_\_\_\_\_\_\_\_ (Party B) to deploy to Party A or its branches to undertake the said industry service or research work.

二、乙方赴甲方服務或研究之內容應與其專業領域相關且以不影響教師健康及安全的工作項目為原則，應依丙方「教師赴產業服務或研究申請表」提出申請並經丙方審議通過。

2. Party B’s deployment to Party A for services or research contents shall correspond to an appropriate professional fields and said all activities shall, in principle, ensure neither adversely affecting the Faculty member’s health nor safety, and shall conform to Party C’s designated “Faculty Deployment to Industry Service or Research Application Form” application upon being duly reviewed and approved by Party C.

第三條 產學合作

Article III. Industry-Academia Cooperation

 甲乙雙方合意進行產學合作計畫，另依丙方「國立臺灣科技大學產學合作收支管理支應要點」及相關規定辦理。

Party A and B mutually agree to undertake the Industry-Academia Cooperation Plan, and conform to Party C’s designated “Income and Expense Administration Guidelines of National Taiwan University of Science and Technology” and other relevant regulations, and handle same accordingly.

第四條　成果報告書

Article IV. Project Deliverables and Reports

 乙方赴甲方產業服務或研究應依丙方「教師赴產業服務或研究成果報告書」之格式撰寫成果報告，並於結束後二個月內繳予丙方，研究成果歸屬丙方。

When Party B shall deploy for Party A in industry service or research then in accord with Party C’s designated “Faculty Member Deployment to Industry Service or Research Deliverables Report” format presentation and report, there shall be duly completed same within two months of completion thereof and submitted to Party C, with all rights derived from such research deliverables and results belonging solely to the proprietary rights of Party C.

第五條　利益迴避原則

Article V. Principles Governing Conflicts of Interest

乙方赴甲方產業服務或研究應遵守相關法律之迴避規定。

Party B when deployed for Party A for industry service or research shall abide by all applicable laws and regulations governing conflicts of interest .

1. 生效日期

Article VI. Date of Commencement

本合作協議書依法簽章後，自第一條所載產業服務或研究期間之起始日生效。

This Agreement shall be duly signed and sealed, and, from the date stipulated to in Article I regarding commencement and onset of industry service or research periods, shall be deemed to be in effect therefrom.

第七條　權利義務及違約罰則

Article VII. Rights, Obligations and Penalties for Breaches of Contract

一、乙方服務研究屆滿後，應立即返回丙方履行服務義務。因故終止協議時亦同。

1. Upon completion of Party B’s service or research, Party B shall forthwith return to fulfill duties of service with Party C. Where this Agreement is terminated for any cause, the same provision shall apply.

二、乙方凡違反本協議書任一條款規定時，均屬違約。

2. Whenever Party B shall contravene any provision of this Agreement, such acts shall be deemed breaches of contract.

三、違約之事由因不可歸責於乙方者，免除其賠償責任。

3. Where a breach of contract is due to causes of force majeure not attributable to Party B, the resultant liability shall be waived .

四、乙方違約時，應於丙方通知期限內一次繳還丙方發給服務研究期間之補助，逾期不繳還者，依法移送強制執行。

4. Whenever Party B shall breach the contract, upon notice provided by Party C shall be returned in one single entire payment the compensation provided by Party C for said service or research period, and failure to timely repay said funds, shall result in legal recourse for garnishment of wages or injunctive relief.

第八條 終止協議

Article VIII. Termination of the Agreement

一、甲乙丙任一方當事人不依本協議書履行時，他方應以書面通知其於七日內改正。逾期未能改正者，他方應另以書面通知終止本協議書。

1. Whenever any person appertaining to Party A, B or C shall fail to fulfill any requirement under this Agreement, then the affected Party shall provide written notice for correction within seven days hence. Failure to timely take corrective action, shall result in the said affected Party having the right to terminate this Agreement by written notice.

二、甲乙丙方任一方擬終止本協議書，應於終止日之十日前以書面通知他方終止本協議書。

2. Whenever Party A, B or C shall terminate this Agreement, then at least ten days prior to the said date of termination there shall be provided written notice of termination to the other parties.

第九條 合意管轄

Article IX. Jurisdiction

一、本協議書應依中華民國之法律予以解釋及規範；三方對於本協議書、或因本協議書而引起之疑義或糾紛，三方同意先依誠信原則解決之。

1. This Agreement shall be interpreted and applied in conformity with the laws of the Republic of China; the Three Parties to this Agreement, or in consequence of any controversy or dispute arising from this Agreement, it is mutually agreed by consent of the Three Parties to resort to principles of good faith negotiation to resolve any such differences.

二、本協議書如有爭議糾紛，無法於爭議發生後二十日內解決者，經三方同意後，得於臺北提付仲裁，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臺北地方法院為第一審管轄法院。

2. Whenever a dispute arises under this Agreement, and the parties are unable to resolve same within twenty days from the date of such dispute arising, then with consent of the Three Parties, arbitration may be taken place in Taipei, which shall occur in accord with the provisions of the Arbitration Act or arbitration rules of the Republic of China Arbitration Association; where a lawsuit arises, the Three Parties consent to resolution of said controversy by the Taiwan Taipei District Court as the Court of First Instance for venue thereof.

第十條　協議書份數

Article X. Originals of the Agreement

 本協議書壹式參份，甲、乙、丙三方各執乙份為憑。

This Agreement shall be in complete three Originals, each for Party A, B and C hereof.

第十一條 本協議書內容如有未盡事宜，除依「國立臺灣科技大學教師赴產業研習或研究作業要點」外，經甲乙丙三方同意後得隨時修訂或補充之。

Article XI. Wherever any matter not stipulated in this Agreement , then besides the applicable portion of the “National Taiwan University of Science and Technology Faculty Deployment to Industry Service or Practicum, or Research Operation Guidelines”, upon consent of Party A, B, and C thereto, there may at any time be amendment or supplementation hereto.

立約人

Parties to the Agreement

甲方：　　　　　　　　　　　 （公司章）(Corporate Seal)

Party A

法定代理人：　　　　　　　　 （簽　章）(Signature and Seal)

Legal Representative

統一編號：

Taxpayer ID Number

聯絡人：

Agreement Liaison and Point of Contact

連絡電話：

Contact Phone No.

地址：（郵遞區號）

Address

乙方(教師)：

Party B

執行單位(系、所)：

Operating Entity (Department, College or Institute)

連絡電話：

Contact Phone No.:

地址：（10607）臺北市基隆路4段43號

Address:

丙方：國立臺灣科技大學

Party C:National Taiwan University of Science and Technology

法定代理人： 顏家鈺

Legal Representative: Jia-Yush Yen

統一編號：04126516

Taxpayer ID Number

連絡電話：02-27333141

Contact Phone No.

地址：（10607）臺北市基隆路4段43號

Address:

中華民國　　　　年　　　　月　　 日

On the \_\_\_th day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_A.D.