

Shih Chien University Industry-University Partnership Implementation Rules

Approved by 3rd Administrative Meeting, 2nd Semester, 2016 School Year on 25 July 2017
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Article 1 In order to promote accumulation and expansion of knowledge, serve the functions of education, training, research and services and benefit national education and economic development, Shih Chien University (hereinafter the "University") has established the Shih Chien University Industry-University Partnership Implementation Rules (hereinafter these "Rules") in accordance with the Industry-University Partnership Implementation Rules for Professional Colleges and Higher Schools by the Ministry of Education.

Article 2 "Industry-university partnership" referred to in these Rules means a partnership between the University and any government authority, business entity, civil organization or academic research institution (hereinafter the "Partner Institution") to carry out one of the following to achieve the objectives and functions established under the previous article:

1. Any type of research, development and application: Including theme research, substance exchange, testing and examination, technical services, consultancy, patent application, technical transfer, innovation incubation, etc.
2. Any type of talent development: Including any type of education, training, seminar, workshop, internship or practice for students and members of the Partner Institutions.
3. Other matters about the utilization of the school's intellectual property rights.

Any dispute about the determination of industry-university partnership programs under the previous paragraph shall be determined based on the definitions of the Higher Education Database of the Ministry of Education.

Article 3 The Industry-University Service Division of the Research and Development Department is responsible for planning, managing, coordinating, and promoting the University's activities in relation to industry-university partnerships.

Article 4 The qualifications and rules for participants to industry-university partnership programs are as follows:

1. Investigators or co-investigators must be full-time teachers of the University.
2. Sub-investigators or sub-researchers do not need to be members of the University and may be assigned by Partner Institutions based on the same qualification requirements for investigators.
3. The hiring, salary, attendance, departure, labor health insurance, pension and severance of assisting staff shall be subject to the applicable rules of the Partner Institutions and the University.
4. The rights and obligations of persons participating in industry-university partnership programs shall be determined in accordance with applicable rules of the University and the industry-university partnership contracts.

When an investigator takes leave of absence without pay, leaves employment, retires, is relocated, seconded or deceased and thus cannot perform the project, the consent

of the Partner Institutions shall be acquired to cancel, terminate or suspend the project, transfer the project to the new employment institution, replace the investigator or change the execution period.

Article 5 Any relevant unit or teacher of the University that wishes to apply for any industry-university partnership project with or accept any engagement from any institution outside the University shall complete a project application form, partnership or research program and submit them to the Research and Development Department, Finance Department and Principal of the University for approval in accordance with the administrative procedure. Only after the approval is granted shall a contract be signed with the Partner Institution in the University's name. The investigator shall also sign the contract to indicate his/her responsibility.

Any project carried out together with any other institution/school without an application filed with the University shall be filed with the University for records after the project is confirmed.

Article 6 Industry-university partnerships are subject to signature of written contracts, specifying the following, provided that simple cases of engagement may be done through written consent in lieu of contract:

1. Title, scope, schedule and deliverables of the project.
2. If the Partner Institutions require that the school warrants that the licensed technology or other matter does not constitute an infringement upon others, the scope of compensation undertaken by the school in case of any event of an infringement shall be expressly specified.
3. Attribution of intellectual property rights or results from industry-university partnership.
4. The University shall not give any warranty about the commercialization results, nor shall it undertake any product liability related to licensed technology or other matters.
5. If the Partner Institutions needs to use any name or logo of the school or its unit, the manner of authorization and the manner and scope of use shall be expressly specified.
6. Recusal for conflict of interest by relevant personnel and confidentiality.
7. Other relevant matters.

The partnership contract may be amended or extended with the consent of both parties as required. A new contract shall be entered into in case of material amendment or extension over 1 year. However, if the extension of the contract term is less than 1 year and if there is no material amendment to the provisions, the parties may amend the contract instead of entering into a new contract.

The original copies of the partnership contract shall be kept by the University and the Partner Institutions based on the number of original copies and duplicate copies required by each party. The Research and Development Department of the University shall keep one original copy. Each of the investigators and the Finance Department shall keep one duplicate copy.

If any industry-university partnership involves a technical partnership in Mainland

China, approval from the Ministry of Economic Affairs shall first be acquired in accordance with Article 35 of the Act Governing Relations between the People of Taiwan Area and the Mainland Area before signature of the contract.

Article 7 The budget income, expense and write-off under industry-university partnership programs shall be based on the provisions of the contracts and subject to the accounting procedures of the University and applicable laws. If the school needs to provide the budget or arrange funding, the budget shall only be provided after a project submission is made and approved.

The portion of labor health insurance cost to be undertaken by the employer and the severance reserve for assisting staff hired for industry-university cooperation projects shall be provided for in the project budget by the investigator.

Article 8 In the application for an industry-university partnership program, overhead equivalent to 10% of the total project budget (excluding the University's own budget) shall be provided for and used by the school, except if it is otherwise approved by the principal in special circumstances.

The principles of distribution of the project management fee under the previous paragraph are as follows: After deduction of second-generation health insurance reserve, 50% is distributed to the university, 20% distributed to the investigator's college and 30% distributed to the investigator.

Article 9 To ensure successful proceeding of industry-university partnership projects, after the contract takes effect and before the budget funds are credited to the university, the investigator may seek budget advance in accordance with the University's loan procedure, provided that the advanced funds shall be limited to 50% of the project budget and shall not exceed NT\$500,000, except otherwise approved by the principal in special circumstances.

Article 10 Following completion of an industry-university partnership project, any remaining budget shall be released to the investigator or the academic program of the investigator's department for continued use, unless it is otherwise stipulated that the remaining budget should be returned to the Partner Institution.

Article 11 Any property such as book, journal, instrument, or equipment purchased for the industry-university partnership project shall be included as school property for management and utilization according to the university's applicable rules, unless otherwise provided in the contract.

Article 12 Industry-university partnership projects shall be completed within the terms of the contracts. Case-closing procedures and budget write-offs shall be completed in accordance with the rules. Case-closing forms shall be submitted to the Research and Development Department for records. If a project needs to be extended or cannot be performed in time due to justifiable reason, the investigator shall submit evidence and explanation, proceed with the Partner Institution in accordance with the contract and seek the principal's approval to carry out subsequent matters.

Article 13 The Research and Development Department shall file regular reports about the performance of the University's industry-university partnerships to the Academic and Industry-University Development Committee". Reports shall also be submitted in accordance with applicable rules of the Ministry of Education. Relevant materials and documents shall be provided for records.

Industry-university partnership is included as one of the review items for teacher

appraisal and promotion so as to encourage teachers to engage in industry-university partnerships and strengthen the University's performance in industry-university partnerships.

Article 14 No full-time teacher of the University shall undertake any industry-university partnership project without going through the administrative procedure of the school. Any breach shall be submitted to the Teachers' Review Committee for adjudication.

Article 15 If any industry-university partnership involves funding, engagement or subsidy from any government authority, the regulations of such government authority shall be complied with.

When a teacher receives a subsidy, engagement or funding from the Ministry of Education to engage in scientific technical research and development project, the attribution, management and use of the results shall be subject to the application (or application *mutatis mutandis*) of the regulations about attribution and utilization of government scientific research and development or the regulations by the Ministry of Education, depending on whether it is budgeted under technology project or non-technology project.

The attribution of relevant results, such as research and development results and technical transfer, arising out of industry-university partnerships other than the previous paragraph, shall be governed by applicable rules of the University.

Article 16 If any matter of industry-university partnership involves sensitive technology, life integrity or professional ethics, the rules under the Security Control Handbook for Government Funded Sensitive Technology Research Projects promulgated by the Ministry of Science and Technology shall apply.

Article 17 Out of respect for and in order to protect the interest of the research subjects, researchers and relevant participants, if any industry-university partnership involves human trial, human research, genetic reassembly or animal trial, the project shall be submitted to institutional review boards, biological security boards, trial animal care and use related committees for review and approval before the project can be carried out.

Article 18 Any participant of industry-university partnership project who breaches academic ethics in the conception, execution or result presentation stage of the industry-university partnership project shall be subject to the University's regulations about teachers' breach of academic ethics.

Article 19 To clarify the attribution of legal liabilities and establish a risk control mechanism for industry-university partnership projects, the investigator, co-investigator and sub-investigators shall provide the University with affidavits to bear all compensation liability for infringement or breach of contract.

Article 20 The guidelines for grants for participation in industry-university partnerships by the University's teachers shall be further established.

Article 21 Anything that is not stipulated in these Rules shall be governed by applicable regulations of the Ministry of Education and the University.

Article 22 These Rules, including any amendment hereto, shall be published and implemented following review by the Academic and Industry-University Development Committee and approved by the Administrative Meeting and the principal.