

東海大學研究發展成果管理辦法

THU Regulations Governing Management and Application of Research Achievement

100 年 7 月 20 日第 11 次行政會議通過

Approved by the 11th Administrative Affairs Meeting on July 20, 2011

101 年 6 月 27 日第 10 次行政會議修訂通過

Amended and approved by the 10th Administrative Affairs Meeting on June 27, 2012

102 年 5 月 8 日第 8 次行政會議修訂通過

Amended and approved by the 8th Administrative Affairs Meeting on May 8, 2013

102 年 5 月 21 日第 196 次校務會議核定

Reviewed by the 196th University Council on May 21, 2013

103 年 12 月 31 日第 14 次行政會議修訂通過

Amended and approved by the 14th Administrative Affairs Meeting on December 31, 2014

104 年 4 月 8 日第 5 次行政會議修訂通過

Amended and approved by the 5th Administrative Affairs Meeting on April 8, 2015

105 年 8 月 17 日第 13 次行政會議修訂通過

Amended and approved by the 13th Administrative Affairs Meeting on August 17, 2016

107 年 5 月 23 日第 6 次行政會議修訂通過

Amended and approved by the 6th Administrative Affairs Meeting on May 23, 2018

107 年 11 月 21 日第 13 次行政會議修訂通過

Amended and approved by the 13th Administrative Affairs Meeting on November 21, 2018

109 年 5 月 20 日第 4 次行政會議修訂通過

Amended and approved by the 4th Administrative Affairs Meeting on May 20, 2020

110 年 1 月 13 日第 1 次行政會議修訂通過

Amended and approved by the 1st Administrative Affairs Meeting on January 13, 2021

111 年 8 月 31 日第 6 次行政會議修正通過

Amended and approved by the 6th Administrative Affairs Meeting on August 31, 2022

112 年 4 月 12 日第 112-03 次行政會議修正通過

Amended and approved by the 3rd Administrative Affairs Meeting on April 12, 2023

112 年 11 月 8 日第 112-08 次行政會議修正通過

Amended and approved by the 8th Administrative Affairs Meeting on November 8, 2023

113 年 1 月 10 日第 113-01 次行政會議修正通過

Amended and approved by the 1st Administrative Affairs Meeting on January 10, 2024

113 年 6 月 12 日第 113-05 次行政會議修正通過

Amended and approved by the 5th Administrative Affairs Meeting on June 12, 2024

113 年 9 月 4 日第 113-06 次行政會議修正通過

Amended and approved by the 6th Administrative Affairs Meeting on September 4, 2024

114 年 9 月 24 日第 114-06 次行政會議修正通過

Amended and approved by the 6th Administrative Affairs Meeting on September 24, 2025

115 年 9 月 9 日第 115-06 次行政會議修正通過

Amended and approved by the 6th Administrative Affairs Meeting on September 9, 2026

第一條

東海大學（以下簡稱本校）為有效管理及運用本校之研究發展成果（以下簡稱研發成果），鼓勵創新及提昇促進產業發展，特依「科學技術基本法」及「政府科學技術研究發展成果歸屬及運用辦法」訂定「東海大學研究發展成果管理辦法」（以下簡稱本辦法）。

Article 1

Tunghai University ("THU") has established the THU Regulations Governing Management

and Application of Research Achievement ("the Regulations") in accordance with the Fundamental Science and Technology Act and the Government Scientific and Technological Research and Development Results Ownership and Utilization Regulation to effectively manage and utilize the research achievements of THU. The Regulations aim to encourage innovation and promote industrial development.

第 二 條 學校接受教育部及各政府部會補助、委託或出資之科學技術研究發展計畫，其成果歸屬、管理及運用，按其為科技計畫預算或非科技計畫預算，適用或準用政府科學技術研究發展成果歸屬及運用辦法之規定，或依政府資助或補助機關相關法規辦理。

Article 2 The ownership, management, and utilization of research outcomes resulting from projects funded, commissioned, or sponsored by the Ministry of Education or various government agencies are subject to the regulations and relevant laws of the funding agency.

第 三 條 本校研發成果管理承辦單位為研究發展處；研發成果之推廣媒合事宜，得由研究發展處會同產業推廣與終身學習處共同辦理。

Article 3 The Office of Research and Development of the University is the executive unit responsible for the management of the University's research and development outcomes; matters concerning the promotion and matchmaking of research and development outcomes may be jointly handled by the Office of Research and Development in conjunction with the Office of Industry Engagement and Continuing Education

第 四 條 本辦法使用名詞定義如下：

- 一、研發成果：係指本校人員因職務或非職務上所產生之研究發展成果，包括因研究發展所產生具有可專利性之技術概念、積體電路布局、產品、著作權及其衍生之權利、營業秘密、植物品種權，以及其他技術資料。
- 二、本校人員：指本校教職員工生及本校聘請從事研究開發者。
- 三、研發成果收益：係指「研發成果」經授權、移轉、讓與、管理或其他運用所得包含但不限於權利金、商品銷售所獲之衍生利益金、技術作價股權、實物及其他收入標的。

Article 4 Terms herein are defined as follows:

1. Research achievements refer to the outcomes of research and development generated by THU personnel, whether related to their job responsibilities or not. This includes patentable technical concepts, integrated circuit layouts, products, copyrights and their derivative rights, trade secrets, plant variety rights, as well as other technical information.
2. THU or university personnel refer to THU faculty, staff, students, and individuals engaged by the THU for research and development activities.
3. Revenue from research achievements means income derived from the authorization, transfer, assignment, management, or other utilization of "research achievements," including but not limited to royalties, proceeds from the sale of products, derivative

benefits, equity, tangible assets, and other forms of revenue.

第 五 條

研發成果之權利歸屬：

- 一、本校教職員在職期間利用本校資源完成之研發成果及本校學生於在學期間利用本校資源完成之研發成果，其智慧財產權除法令另有規定或契約約定外歸屬本校。
- 二、本校人員於職務上所完成之研發成果，其智慧財產權歸屬於本校，但契約另有約定者，從其約定。
- 三、前款所稱職務上之研發成果，指本校人員於僱用關係中，執行本校職務、專案或計畫過程中所完成之研發成果或創作。
- 四、本校出資聘請他人從事研究開發者，其研發成果之智慧財產權歸屬依雙方契約約定；契約未約定者，屬於發明人或創作人，但本校於學術研究範圍內得無償實施與利用。政府機關出資、委託辦理或補助者，應依各該政府機關之法規規定。
- 五、依本辦法之規定，智慧財產權歸屬於本校者，發明人或創作人享有姓名表示權。
- 六、本校人員於非職務上所完成之研發成果，其智慧財產權屬於本校人員。但該研發成果係利用本校資源或經驗者，本校得於支付合理報酬後使用之。
- 七、本校人員完成非職務上之研發成果，應即以書面通知本校，如有必要並應告知創作之過程。本校於書面通知到達後六個月內，未向本校人員為反對之表示者，不得主張該成果為職務上之研發成果。

Article 5

Ownership of Intellectual Property Rights of Research Achievements:

1. Research achievements completed by THU faculty and students using THU resources during their tenure, unless otherwise provided by law or contract, shall be owned by THU.
2. Intellectual property rights of research outcomes completed by THU personnel in the performance of their duties shall belong to THU, unless otherwise stipulated in a contract.
3. "Research outcomes in the performance of duties" referred to in the preceding subparagraph shall mean research outcomes or creations completed by THU personnel in the course of performing university duties, projects, or programs during their employment relationship.
4. In cases where THU funds and hires third parties to engage in research and development, the ownership of intellectual property rights of the research outcomes shall be determined by the agreement between both parties in a contract. In the absence of such a contractual agreement, the rights shall belong to the inventors or creators; provided, however, that THU may implement and utilize the outcomes free of charge within the scope of academic research. In cases involving funding, commissioning, or subsidization by government agencies, compliance with the regulations of the respective government agencies shall be required.
5. Pursuant to the provisions of these Regulations, where intellectual property rights

belong to THU, the inventors or creators have the right to be named.

6. In cases where THU personnel complete research outcomes outside the performance of their duties, the intellectual property rights shall belong to the THU personnel. However, if such research outcomes are completed using THU resources or expertise, THU may utilize them after paying reasonable compensation.
7. THU personnel shall promptly notify the university in writing upon completing research outcomes outside the performance of their duties and, if necessary, disclose the creative process. If THU does not express objection in writing within six months after receiving the written notice, it may not claim that the outcome is a research outcome created in the performance of duties.

第 六 條

本校為審議研發成果之智慧財產權管理、運用、授權、移轉及讓與等事項，設研發成果管理委員會，置委員五至九人，研發長及產業推廣與終身學習處處長為當然委員，並由研發長擔任召集人，其他委員由校長聘任相關學院院長，及校內外技術、法律或智慧財產權專家組成，任期一年，得連任。研發成果管理委員會之職權如下：

- 一、研發成果產業化之評估。
- 二、研發成果授權、移轉及讓與策略規劃。
- 三、有關本校研發成果管理運用提案之決議。
- 四、智慧財產權申請、管理、讓與及終止維護案件審議。
- 五、負責評估本校各項研發成果授權、移轉及讓與之所得。
- 六、智慧財產權態樣之評估審議。
- 七、研發成果運用利益衝突及資訊揭露審議及爭議案件之處理。
- 八、非職務研發成果之認定，及其由本校使用之範圍與合理報酬之審議。
- 九、其他相關事宜。

委員會討論之議題直接涉及委員自身權益者或有其他利害關係致有偏頗之虞者，該委員應迴避之。

應迴避而未迴避者，其所作之審議決定無效。

Article 6

THU has established the Research Outcome Management Committee to review and deliberate on matters concerning the management, utilization, licensing, transfer, and assignment of intellectual property rights of research outcomes. The Committee consists of five to nine members, with the Dean of Research and Development and the Dean of the Office of Industry Engagement and Continuing Education serving as ex officio members, and the Dean of Research and Development acting as the convener. Other members are appointed by the THU President and consist of deans of relevant colleges as well as technical, legal, or intellectual property experts from within and outside the university. Committee members serve a term of one year and may be reappointed. The functions and responsibilities of the Committee include:

1. Evaluation of the industrialization of research outcomes.
2. Strategic planning for the licensing, transfer, and assignment of research outcomes.

3. Making decisions on proposals regarding the management and utilization of THU's research outcomes.
4. Review and deliberation on cases related to the application, management, assignment, and termination of maintenance of intellectual property rights.
5. Evaluation of income derived from the licensing, transfer, and assignment of various THU research outcomes.
6. Evaluation and review of the categories and forms of intellectual property rights.
7. Reviewing conflict of interest and information disclosure issues in the utilization of research outcomes, and handling disputed cases.
8. Determination of non-job-related research outcomes, as well as the review and deliberation on the scope of their use by THU and reasonable compensation therefor.
9. Other relevant matters.

Any committee member with a direct interest in the issues under discussion or who may have a conflict of interest must recuse themselves from the deliberation.

Failure to recuse oneself when required will render any decisions made during the deliberation invalid.

第七條

本校人員職務上產生之研發成果具智慧財產權申請之必要者，得向研究發展處提出申請。經審查通過者，所需申請及維護費用由本校按比例負擔；審查未通過者，得自費以本校為申請人，由研究發展處協助申請，取得智慧財產權後，應由研究發展處進行管理、維護，並由研究發展處會同產業推廣與終身學習處共同進行推廣媒合事宜。發明人或創作人應檢具「東海大學研發成果智慧財產權申請表及申請說明書」，向研究發展處提出申請。提案資料將提送研發成果管理委員會進行審議。

第一項之規定，於校外人員受政府資助之研發成果，依法律或契約由本校負責受理者亦適用之。

因時效等因素需先自行申請智慧財產權者，發明人或創作人應填具「自行申請智慧財產權報備表」向研究發展處報備後，始得自行以本校為申請人自行提出智慧財產權申請，取得智慧財產權後續仍應由研究發展處統一進行管理、維護。

前項因時效等因素需自行申請之智慧財產權，應於研發成果管理委員會審議通過後，始得依第八條規定辦理歸墊。

若因特殊情形須以個人名義提出智慧財產權申請者，經本校研發成果管理委員會審議後始得為之，惟待取得權利後應依本辦法第十條規定讓與本校，並簽署「東海大學智慧財產權讓與契約書」。

Article 7

THU personnel who generate research outcomes in the performance of their duties that require application for intellectual property rights may submit an application to the Office of Research and Development. Upon approval through review, the required application and maintenance fees shall be borne by THU in proportion. In cases where the application is not approved through review, individuals may apply at their own expense with THU as the applicant, with assistance provided by the Office of Research and Development; upon

obtaining the intellectual property rights, the Office of Research and Development shall oversee their management and maintenance, and shall, in conjunction with the Office of Industry Engagement and Continuing Education, jointly handle promotion and matchmaking matters. Inventors or creators shall submit the "Tunghai University Research Outcomes Intellectual Property Rights Application Form and Description" to the Office of Research and Development. The proposal materials shall be submitted to the Research Outcome Management Committee for review and deliberation.

The provisions of the first paragraph shall also apply to research outcomes of external personnel that are government-funded and accepted by THU pursuant to laws, regulations, or contracts.

In cases where it is necessary to file an intellectual property application independently first due to time sensitivity or other factors, inventors or creators shall complete and submit the "Self-Filed Intellectual Property Application Notification Form" to the Office of Research and Development for recordation before they may proceed to file the application at their own instance with THU as the applicant. Upon obtaining the intellectual property rights, the subsequent management and maintenance shall still be conducted in a centralized manner by the Office of Research and Development.

For the intellectual property rights independently applied for due to time sensitivity or other factors as mentioned in the preceding paragraph, reimbursement shall only be processed in accordance with Article 8 after being reviewed and approved by the Research Outcome Management Committee.

If an intellectual property application must be filed in an individual's name due to special circumstances, it may only be proceeded with after review and approval by the THU Research Outcome Management Committee; provided, however, that upon obtaining the rights, such rights shall be assigned to THU in accordance with Article 10 of these Regulations, and a "Tunghai University Intellectual Property Rights Assignment Agreement" shall be executed.

第 八 條

本校發明人或創作人以本校名義申請智慧財產權，並經研發成果管理委員會審議者，其申請之申請費（包含但不限於申請、審查、再審查、答辯等程序費用）、證書費、年費、事務所手續費及其他依法令應繳納之規費等（以下簡稱「智財權費用」），依下列原則辦理：

- 一、智財權費用扣除資助機關補助金額後，其餘費用之負擔比率得由本校人員之發明人或創作人依下列方案自行選擇其中之一，並經研發成果管理委員會決議之；本款之分攤方案將影響第十三條研發成果收益之分配比率：
 - （一）本校分攤比率：100%，發明人或創作人分攤比率：0%。
 - （二）本校分攤比率：50%，發明人或創作人分攤比率：50%。
 - （三）本校分攤比率：0%，發明人或創作人分攤比率：100%。
- 二、智慧財產權審查過程中有提出補充、修正、申覆答辯等情事者，第一、二次之費

用依前款比率分攤；第三次以上費用則由發明人或創作人先自行負擔，俟最後確認獲准通過後，再依前款比率分攤。

三、若研發成果管理委員會決議結果為不推薦申請智慧財產權者，發明人或創作人得向研究發展處報備後，以本校為申請人自行提出申請，其相關費用由發明人或創作人自行負擔。並應於取得核准通知後三個月內以書面通知研究發展處，由本校統一進行管理。

四、第一款之分攤比率，本校部份得以本校行政預算、研發成果專帳專戶、國科會專利費用補助金或捐款（含單位發展基金）等相關經費支應。

發明人或創作人部份得以個人計畫經費、計畫結餘款或個人自有款項支應，且應由發明人或創作人自行協調支應方式。

五、研究經費為企業或其他法人機構提供者，得由經費提供者向主管機關提出智慧財產權申請，本校不負擔智財權費用，惟其智慧財產權之歸屬仍應依第五條規定辦理。

發明人或創作人應依前項規定繳付應負擔之智財權費用後，本校方得進行智慧財產權申請及維護程序。

本校智財權費用以分階段收取繳付為原則，發明人或創作人應依研究發展處通知之申請、領證及維護階段款項一次繳付，並依照實際發生金額由發明人或創作人預付款項扣除後，不足時將通知發明人或創作人補繳；階段款項若有賸餘則納為下一階段之預付款，待智慧財產權終止維護或完成最後階段繳費，賸餘金額即歸還發明人或創作人。

由他方主導之共有成果，不適用前項分階段收取繳付規定，應依據主導方請款資訊，由研究發展處依本條第一項規定通知發明人或創作人繳費。

發明人或創作人應分攤之智財權費用，經催繳三次仍拒絕或延遲不繳納時，研究發展處應停止發明人或創作人申請中之智慧財產權案件程序，並得拒絕其未來之智慧財產權申請提案。

Article 8

Inventors or creators from this institution who apply for intellectual property rights in the name of the institution and have their applications reviewed by the Research and Development Results Management Committee, the application fees (including but not limited to procedural expenses for application, examination, re-examination, and response/defense), certificate fees, annual fees, agency service fees, and other statutory fees required to be paid in accordance with laws and regulations (hereinafter referred to as "IP expenses") shall be handled according to the following principles:

1. After deducting the amount of subsidies from funding agencies from the IP expenses, the burden ratio for the remaining expenses may be chosen by the inventors or creators who are THU personnel from one of the following options, subject to the resolution of the Research Outcome Management Committee; the cost-sharing option under this Subparagraph shall affect the distribution ratio of research outcome revenues under Article 13:

- (1) THU's share: 100%; Inventors' or creators' share: 0%.
 - (2) THU's share: 50%; Inventors' or creators' share: 50%.
 - (3) THU's share: 0%; Inventors' or creators' share: 100%.
2. In the event that submissions for supplements, amendments, or response/defense briefs are required during the intellectual property examination process, the expenses for the first and second instances shall be shared based on the ratio specified in the preceding Subparagraph; expenses for the third instance and subsequent instances shall be borne initially by the inventors or creators themselves, and shall be shared according to the ratio in the preceding Subparagraph after final approval is granted and confirmed.
3. If the resolution of the Research Outcome Management Committee does not recommend applying for intellectual property rights, the inventors or creators may, after filing a notification for recordation with the Office of Research and Development, independently submit the application with THU as the applicant, and the related expenses shall be borne by the inventors or creators themselves. Written notification shall be provided to the Office of Research and Development within three months after receiving the notice of approval, and THU shall manage the rights in a centralized manner.
4. For the cost-sharing ratio specified in Subparagraph 1, THU's portion may be covered by relevant funds such as THU's administrative budget, the Research Outcome Special Account, National Science and Technology Council (NSTC) patent fee subsidies, or donations (including unit development funds).

The portion borne by the inventors or creators may be covered by their individual project funds, project surplus funds, or personal funds, and the method of funding shall be coordinated by the inventors or creators themselves.

5. If the research funding is provided by an enterprise or other legal entity, the funding provider may submit the intellectual property application to the competent authority, and THU shall not bear the IP expenses; provided, however, that the ownership of intellectual property rights shall still be handled in accordance with Article 5.

The inventors or creators shall pay the required IP expenses in accordance with the provisions of the preceding paragraph before THU proceeds with the application and maintenance procedures for the intellectual property rights.

THU collects IP expenses in stages as a general principle. The inventors or creators shall make a one-time payment for the application, certification, and maintenance stages as notified by the Office of Research and Development. After deducting the actual incurred amount from the prepaid funds of the inventors or creators, any shortfall will be notified to the inventors or creators for supplementary payment; any surplus from the staged payments will be carried over as a prepayment for the next stage. Once the maintenance of the intellectual property right is terminated or the final stage payment is completed, any

remaining amount shall be refunded to the inventors or creators.

For jointly owned outcomes led by another party, the staged collection and payment provisions in the preceding paragraph shall not apply. Payment shall be made based on the billing information from the leading party, with the Office of Research and Development notifying the inventors or creators to make payment pursuant to Paragraph 1 of this Article. If the inventors or creators fail to pay their shared IP expenses after three reminders or delay payment, the Office of Research and Development shall suspend the processing of the ongoing intellectual property application cases of the inventors or creators, and may reject their future proposals for intellectual property applications.

第 九 條

研發成果維護、讓與及終止維護方式如下：

- 一、研發成果應以專利、營業秘密、生物品種權等智慧財產權之態樣適當保護，如保護態樣有疑義時，由研發成果管理委員會進行評估審議；相關智慧財產權如有向主管機關申請核准或登記之必要時，應依相關規定辦理之。
- 二、經主管機關核准或登記之智慧財產權，屬本校所有者，其維護年限以三年（第一期）為原則，第一年至第三年（第一期）之智財權費用，依前條規定分攤；第四年起每隔三年（或每一期）由研發成果管理委員會審議檢討該智慧財產權繼續維護之必要性。
- 三、維護將滿三年以上之智慧財產權，由發明人或創作人代表填具「東海大學智慧財產權維護評估表」，並由研究發展處提送研發成果管理委員會評估授權使用或技術服務效益，符合公益目的或促進整體產業發展、提升研發成果運用效益等是否維護之原則進行審查。或由本校研究發展處通知發明人或創作人代表需填具「東海大學智慧財產權維護評估表」60 天後，且經三次催告未表示意願時，由研發成果管理委員會依本條第一項第五款至第七款等規定進行智慧財產權維護、公告讓與或終止之程序。
- 四、獲證六年以上或第二期以上且尚未授權之智慧財產權，如發明人或創作人仍有意願繼續維護者，研究發展處得視個案邀請發明人或創作人代表列席研發成果管理委員會以進行智慧財產權狀況之評估討論。
- 五、經研發成果管理委員會決議繼續維護之智慧財產權，本校得繼續維護下一階段，其維護費用依前條規定辦理；如為本校不繼續維護之非政府資助或補助計畫衍生智慧財產權，其發明人或創作人願意自費繼續維護者，得由發明人或創作人自行全額負擔維護費，惟該智慧財產權權利人仍為「東海大學」，本校仍會協助研發成果推廣運用事宜，其後之衍生收益分配準用第十三條第一項第四款辦理。倘若發明人或創作人放棄出資維護該智慧財產權，且經公告讓與三個月後仍無他人有意受讓或授權使用者，研發成果管理委員會得終止繼續維護，則該智慧財產權將依法自動消滅。
- 六、政府資助或補助計畫衍生之研發成果，且經評估無授權使用或技術服務效益，符合公益目的或促進整體產業發展、提升研發成果運用效益等原則，並送本校研發成果管理委員會審議同意後，研究發展處應以公平公開方式辦理公告讓與作

業。如有第三人請求讓與時，得送研發成果管理委員會審議讓與條件，如審議同意，應備函檢據相關文件向資助機關申請讓與第三人。如經資助機關同意者，其後之衍生收益分配準用第十三條第一項第三款辦理；未獲同意者，應繼續智慧財產權維護管理。

七、承前款規定，經本校公告讓與後，逾三個月無人請求讓與時，研究發展處得送研發成果管理委員會審議終止維護作業，如審議同意終止維護，得備函檢具相關文件陳報資助機關同意終止維護。如經研發成果管理委員會或資助機關審查終止維護未獲同意者，本校應繼續智慧財產權維護管理。

八、本校與他人共有之智慧財產權，其維護與放棄之處理，應以契約明定之。

Article 9

Procedures for the maintenance, assignment, and termination of research outcomes are as follows:

1. Research achievements should be adequately protected using forms of intellectual property rights, such as patents, trade secrets, and plant variety rights. If there are any doubts regarding the chosen form of protection, the Committee shall conduct an evaluation and review. When there's a need to apply for approval or registration with the competent authority, it should be handled in accordance with relevant regulations.
2. For intellectual property rights approved or registered by competent authorities and owned by THU, the general maintenance period shall be three years (the first term). The IP expenses for the first to third year (the first term) shall be shared in accordance with the provisions of the preceding Article. Starting from the fourth year, the necessity of continuing to maintain the intellectual property rights shall be reviewed and re-evaluated by the Committee every three years (or every term).
3. For intellectual property rights that have been maintained for three years or longer, the representative of the inventors or creators shall complete the "Tunghai University Intellectual Property Maintenance Evaluation Form," which shall be submitted by the Office of Research and Development to the Committee for review and evaluation regarding licensing or technical service benefits, as well as whether maintenance aligns with principles such as serving the public interest, promoting overall industrial development, or enhancing the utilization efficiency of research outcomes. Alternatively, 60 days after the Office of Research and Development notifies the representative of the inventors or creators to complete the "Tunghai University Intellectual Property Maintenance Evaluation Form," if no intention is expressed after three reminders, the Committee shall proceed with intellectual property maintenance, public notice for assignment, or termination procedures pursuant to Subparagraphs 5 to 7 of Paragraph 1 of this Article.
4. For intellectual property rights that have been granted for six years or more, or are in their second term or beyond, and have not yet been licensed, if the inventors or creators still intend to continue maintenance, the Office of Research and Development may, on

a case-by-case basis, invite the representative of the inventors or creators to attend the Committee meeting to participate in discussions and evaluation of the status of the intellectual property rights.

5. For intellectual property rights that the Committee resolves to continue maintaining, THU may proceed with maintenance for the next stage, and the maintenance expenses shall be handled pursuant to the preceding Article. For intellectual property rights derived from non-governmentally funded or subsidized projects that THU decides not to continue maintaining, if the inventors or creators are willing to continue maintenance at their own expense, they may bear the full cost of maintenance fees themselves; provided, however, that the rights holder of such intellectual property rights shall remain "Tunghai University," and THU shall continue to assist in the promotion and matchmaking for the utilization of the research outcomes. Subsequent distribution of derived revenues shall apply mutatis mutandis Subparagraph 4 of Paragraph 1 of Article 13. If the inventors or creators give up funding the maintenance of such intellectual property rights, and no third party expresses interest in acquiring or licensing them three months after public notice for assignment, the Committee may terminate further maintenance, and the intellectual property rights shall automatically lapse according to law.
6. For research outcomes derived from governmentally funded or subsidized projects that, after evaluation, are found to have no licensing or technical service benefits, but conform to principles such as serving the public interest, promoting overall industrial development, or enhancing utilization efficiency, and after being submitted to and approved by the Committee, the Office of Research and Development shall conduct a public notice for assignment in a fair and open manner. If a third party requests assignment, the transfer conditions may be submitted to the Committee for deliberation. Upon approval, THU shall prepare a formal letter along with relevant documents to apply to the funding agency for assignment to the third party. If approved by the funding agency, the subsequent distribution of derived revenues shall apply mutatis mutandis Subparagraph 3 of Paragraph 1 of Article 13; if approval is not granted, THU shall continue the maintenance and management of the intellectual property rights.
7. Pursuant to the preceding subparagraph, if no request for assignment is made within three months after THU's public notice for assignment, the Office of Research and Development may submit the termination of maintenance to the Committee for review. If termination of maintenance is approved through review, a formal letter along with relevant documents may be submitted to report to the funding agency for consent to terminate maintenance. If the termination of maintenance is not approved upon review by the Committee or the funding agency, THU shall continue the maintenance and

management of the intellectual property rights.

8. For intellectual property rights jointly owned by THU and other parties, the handling of maintenance and abandonment shall be explicitly stipulated by contract.

第 十 條

職務上研發成果之智慧財產權申請，若因申請國法令限制等特殊原因，致無法逕以本校名義提出智慧財產權申請者，應於事前敘明具體理由提送研發成果管理委員會審議通過，方得以發明人或創作人個人名義提出申請，並應於取得申請權或智慧財產權後，無償讓與本校。

依前項規定辦理者，讓與登記前所衍生之相關智財權費用，由發明人或創作人先行負擔；並於完成讓與程序後，始得檢附單據正本，依第八條規定辦理歸墊。

Article 10

If an application for intellectual property rights arising from research outcomes created in the performance of duties cannot be directly filed in the name of THU due to legal restrictions of the applying country or other special reasons, a specific explanation of reasons shall be submitted to and approved by the Research Outcome Management Committee prior to filing. Only upon such approval may the application be filed in the individual name of the inventors or creators, and the application rights or intellectual property rights obtained thereafter shall be assigned to THU free of charge.

For applications handled in accordance with the preceding paragraph, relevant IP expenses incurred prior to the registration of assignment shall be initially borne by the inventors or creators; reimbursement may only be processed pursuant to Article 8 upon submitting original receipts after the assignment procedures are completed.

第十條之一

研發成果讓與第三人方式如下：

該研發成果若屬政府機關資助或補助計畫之研發成果，其讓與處理，應依政府相關法規及計畫資助或補助機關相關規定辦理。

若屬本校自行研發之研發成果，其讓與應以公平、公開及有償為原則，並應填具「東海大學研發成果權利讓與申請表」，提請研發成果管理委員會審議。

Article 10-1

The procedures for the assignment of research outcomes to a third party are as follows:

If the research outcome is derived from a governmentally funded or subsidized project, the handling of its assignment shall be in accordance with relevant government laws and regulations, as well as the rules of the project funding or subsidizing agency.

If the research outcome is derived from THU's independent research and development, its assignment shall adhere to the principles of fairness, openness, and consideration (for compensation), and a "Tunghai University Research Outcomes Assignment Application Form" shall be completed and submitted to the Research Outcome Management Committee for review and deliberation.

第十一條

智慧財產權之侵權處理方式如下：

- 一、智慧財產權受侵害時，由研究發展處委託專業律師處理，本校有關單位及發明人或創作人應全力協助。
- 二、智慧財產權受侵害時，由發明人或創作人提供具體之事實，經研究發展處取得必要之技術鑑定報告後，移交本校委託之專業律師辦理。但在提出法律訴訟前，得視需要由發明人或創作人或研究發展處聯絡侵權者，以取得本校合法之授權或協調停止侵害之事宜。

Article 11

Any intellectual property rights infringements should be handled as follows:

1. When intellectual property rights are infringed, the THU Office of Research and Development will engage professional attorneys to handle the matter, and relevant THU units and inventors or creators should provide full assistance.
2. In case of intellectual property rights infringement, if the inventors or creators present concrete evidence, the Office of Research and Development will, upon securing the requisite technical assessment report, entrust the matter to legal professionals engaged by THU to take further action. Nonetheless, prior to initiating legal proceedings, inventors, creators, or the Office of Research and Development may, when deemed necessary, communicate with the infringing party to obtain legal consent from THU or coordinate the cessation of the infringement.

第十二條

發明人或創作人之義務如下：

- 一、發明人或創作人於研發成果之智慧財產權申請、答辯、訴願、行政或其他訴訟等法律程序中，應對其發明或創作內容負答辯之義務，無償協助本校進行必要之攻防程序，以確保有關權益。
- 二、發明人或創作人以抄襲等違反學術倫理行為或故意欺瞞等不法手段獲得研發成果致侵害他人權益時，應返還依本辦法所獲之收益，並賠償本校因此所受之一切損害，且就該侵害他人權益之行為，負損害賠償及其他相關責任。
- 三、發明人或創作人對其申請之智慧財產權案件應負保密義務，除事前經研究發展處書面同意外，在提出申請或登記前不得公開其研發成果。但發明、新型專利申請案件基於研究、實驗需要而發表或使用，並於發表或使用之日起一年內申請專利者；設計專利申請案件基於研究、實驗需要而發表或使用，並於發表或使用之日起六個月內申請專利者；或符合其他智慧財產權法令規範之新穎性規定者，不在此限。
- 四、發明人或創作人在職期間若因故死亡，研發成果管理委員會應評估其在職期間之智慧財產權維護必要性。同時，發明人或創作人之法定繼承人得簽署合約，針對研發成果收益分配之比例等事項進行約定。繼承人若未簽署合約，視同放棄所有權利。
- 五、發明人或創作人代表因離職、退休或其他情事未於本校繼續服務者，應於 1 個月前通知研究發展處，配合盤點在職期間之智慧財產權並評估其維護必要性。同時，發明人或創作人代表應簽署聲明書，針對離職、退休後應繼續負擔之義

務、研發成果收益分配之比例、在職期間成果於離職退休後智慧財產權申請及研發成果授權、移轉及讓與等事項進行約定。

六、發明人或創作人代表未依前款配合盤點及約定，或經研究發展處通知未繼續繳納其應負擔之智財權費用者，研發成果管理委員會得依第九條第一項第五款至第七款等規定進行智慧財產權維護、公告讓與或終止之程序。若該智慧財產權經審定具有維護價值，本校得繼續維護並負擔後續智財權費用，發明人或創作人不得請求衍生收益分配。

七、發明人或創作人離校後如變更居住地址及聯絡方式，應主動聯絡研究發展處。如因發明人或創作人變更居住地址及聯絡方式，致使研究發展處連續三年未能聯繫發明人或創作人者，視同發明人或創作人放棄所有權利與收益分配。

八、發明人或創作人應配合本校進行該研發成果之推廣應用。

有關訴訟費用之分攤方式，由研發成果管理委員會以個案議定之。

Article 12

The obligations of inventors or creators are as follows:

1. In legal procedures related to applications, responses/defenses, administrative appeals, administrative litigation, or other legal proceedings concerning intellectual property rights of research outcomes, inventors or creators shall bear the duty to defend the content of their inventions or creations and assist THU without compensation in executing necessary legal defense procedures to safeguard relevant rights and interests.
2. In cases where inventors or creators obtain research and development outcomes by acts violating academic ethics, such as plagiarism, or through intentionally deceptive means that infringe upon the rights of others, they must reimburse any benefits acquired under this regulation. Moreover, they are liable to compensate THU for all damages suffered due to this infringement on the rights of others. They shall bear responsibility for damages and other related obligations arising from this violation.
3. Inventors or creators shall owe a duty of confidentiality regarding intellectual property cases for which they apply. Except with the prior written consent of the Office of Research and Development, they shall not disclose their research outcomes before filing an application or registration. However, this restriction shall not apply to invention and utility model patent applications where publication or use is made based on research or experimental needs and the patent application is filed within one year from the date of such publication or use; design patent applications where publication or use is made based on research or experimental needs and the patent application is filed within six months from the date of such publication or use; or where novelty requirements under other intellectual property laws and regulations are satisfied.
4. In the event that an inventor or creator passes away during employment, the Research Outcome Management Committee shall evaluate the necessity of maintaining the intellectual property rights created during their employment. Simultaneously, the legal heirs of the inventor or creator may execute an agreement to stipulate matters such as

the allocation ratio of revenues from research outcomes. If the heirs fail to execute such an agreement, it shall be deemed a waiver of all rights.

5. If the representative of inventors or creators ceases to serve at THU due to resignation, retirement, or other circumstances, they shall notify the Office of Research and Development one month in advance, and cooperate in taking inventory of the intellectual property rights created during their employment and evaluating the necessity of maintaining them. Simultaneously, the representative of inventors or creators shall execute a declaration to stipulate matters such as obligations to be continuously borne after departure or retirement, the allocation ratio of revenues from research outcomes, intellectual property applications for outcomes created during employment after departure or retirement, as well as the licensing, transfer, and assignment of research outcomes.
6. If the representative of inventors or creators fails to cooperate with the inventory and stipulations pursuant to the preceding subparagraph, or fails to continue paying their shared IP expenses after being notified by the Office of Research and Development, the Research Outcome Management Committee may proceed with intellectual property maintenance, public notice for assignment, or termination procedures in accordance with Subparagraphs 5 to 7 of Paragraph 1 of Article 9. If the intellectual property right is evaluated to have maintenance value, THU may continue maintenance and bear subsequent IP expenses, and the inventors or creators shall not request any allocation of derived revenues.
7. If inventors or creators change their residential address or contact information after leaving THU, they shall proactively contact the Office of Research and Development. If, due to changes in residential address or contact information, the Office of Research and Development is unable to reach the inventors or creators for three consecutive years, it shall be deemed that the inventors or creators have waived all rights and revenue allocations.
8. Inventors or creators shall cooperate with THU in the promotion and application of the research outcomes.

The allocation of litigation expenses shall be determined on a case-by-case basis by the Research Outcome Management Committee.

第十三條

權利歸屬本校之研發成果收益，其繳交時程與管控，統籌由研究發展處負責，並依下列原則分配：

- 一、經本校同意提出智慧財產權申請者，其研發成果收益於扣除回饋資助機關之部分及必要成本（含技術作價鑑定委外相關費用及營業稅）後，依第八條第一項第一款之智財權費用分攤方案而定，其收益分配比率如下：

- （一）依第八條第一項第一款第一方案之分攤比率者：

本校：35%，發明人或創作人：65%。

(二) 依第八條第一項第一款第二方案之分攤比率者：

本校：25%，發明人或創作人：75%。

(三) 依第八條第一項第一款第三方案之分攤比率者：

本校：15%，發明人或創作人：85%。

二、智財權費用依第八條第一項第五款規定，本校無負擔智財權費用者，其研發成果收益於扣除回饋資助機關之部分及必要成本（含技術作價鑑定委外相關費用及營業稅）後，其收益分配比率如下：

本校：15%，發明人或創作人：85%。

三、非屬應經向主管機關申請核准或登記始得保護，且無衍生智財權費用之研發成果，其研發成果收益於扣除回饋資助機關之部分及必要成本（含技術作價鑑定委外相關費用及營業稅）後，其收益分配比率如下：

本校：30%，發明人或創作人：70%。

四、由研發成果管理委員會決定決議結果為不推薦申請智慧財產權者，依第八條第一項第三款辦理，並由本校研究發展處維護，研究發展處及產業推廣與終身學習處協助研發成果推廣媒合事宜，該研發成果收益於扣除回饋資助機關之部分及必要成本（含技術作價鑑定委外相關費用及營業稅）後，其收益分配比率如下：

本校 10%，發明人或創作人 90%。

研發成果收入形式為企業股份，擬進行股權處分時，應依「東海大學研究發展成果股權處分管理要點」辦理。

研發成果收益回饋資助機關分配款，應於本校帳戶收（兌）現之日起 3 個月內完成陳報及繳至資助機構。

Article 13

The payment schedule and control of revenues derived from research outcomes whose rights belong to THU shall be centrally managed by the Office of Research and Development, and shall be allocated according to the following principles:

1. For research outcomes approved by THU to apply for intellectual property rights, the revenues derived therefrom, after deducting the portion returned to funding agencies and necessary costs (including external valuation fees for technology equity investment and business tax), shall be determined based on the IP expense sharing option chosen under Subparagraph 1 of Paragraph 1 of Article 8, and the revenue allocation ratios are as follows:

(1) For those who choose the distribution ratio in the first option of Article 8 Paragraph 1, the distribution ratio is as follows: THU: 35%, Inventors or creators: 65%.

(2) For those who choose the distribution ratio in the second option of Article 8 Paragraph 1, the distribution ratio is as follows: THU: 25%, Inventors or creators: 75%.

(3) For those who choose the distribution ratio in the third option of Article 8

Paragraph 1, the distribution ratio is as follows: THU: 15%, Inventors or creators: 85%.

2. According to fifth option of Article 8 Paragraph 1, if the University does not bear the IP expenses, the distribution ratio of the benefits from research and development outcomes, after deducting the portion returned to the funding agency and necessary costs (including external evaluation fees for technology pricing and business tax), shall be as follows:

THU: 15%, Inventors or Creators: 85%.

3. For research outcomes that do not require application for approval or registration with competent authorities for protection and incur no derived IP expenses, the revenue allocation ratio, after deducting the portion returned to funding agencies and necessary costs (including external valuation fees for technology equity investment and business tax), is as follows:

THU: 30%, Inventors or creators: 70%.

4. For cases where the decision made by the Committee is not recommended, the procedure specified in the third option of Article 8 Paragraph 1 is followed, the Office of Research and Development shall maintain the rights, and the Office of Research and Development in conjunction with the Office of Industry Engagement and Continuing Education shall assist with promotion and matchmaking matters. The revenues from such research outcomes, after deducting the portion returned to funding agencies and necessary costs (including external valuation fees for technology equity investment and business tax), is distributed as follows:

THU: 10%, Inventors or creators: 90%.

Refer to the THU Regulations on the Management of Equity Disposal of R&D Outcomes for research and development income in the form of corporate shares.

The distribution of research and development income to funding agencies shall be reported and remitted to the funding institution within 3 months from the date of cashing the funds into account.

第十四條

依本辦法第十三條分配予本校部分由研發處統籌運用於管理、運用或推廣研發成果相關事項及研發成果推廣有功人員之績效獎勵金，並依據「東海大學研發成果專帳收支管理及運用辦法」規定辦理，惟研發成果推廣有功人員之績效獎勵金以各研發成果收益實收數之百分之五為限。每案於完成研發成果授權、移轉及讓與後，由發明人或創作人代表依據協助事實公正、公平評定研發成果推廣有功人員之分配金，並檢具「東海大學研發成果推廣有功人員獎勵金分配評估表」向研發處提出申請，提送研發成果管理委員會進行審議。

前款所稱之研發成果推廣有功人員係指協助研發成果推廣並完成研發成果授權、移轉及讓與且有簽約金、權利金及其他衍生利益收入得以進行分配者，該人員以本校教職員生為原則。

Article 14

According to Article 13 of these regulations, a portion of the income allocated to THU will be used for the management, utilization, promotion of research and development outcomes, and performance rewards for those who have made outstanding contributions to the promotion of research outcomes, following the regulations stipulated in the THU Management and Utilization Regulations for the Special Account of Income and Expenditure of R&D Outcomes. However, the performance rewards for those who have made outstanding contributions to the promotion of research outcomes shall not exceed 5% of the actual income for each research outcome. For each case completed after the licensing, transfer, and assignment of research outcomes, the inventor or creator, as a representative, shall fairly and objectively assess the allocation of rewards for those who have made outstanding contributions to the promotion of research outcomes. They shall submit the THU Evaluation Form for the Distribution of Rewards to Personnel with Outstanding Contributions to the Promotion of Research Outcomes to the Office of Research and Development, as well as to the Committee for review.

The term "those who have made outstanding contributions to the promotion of research outcomes" mentioned in the previous paragraph refers to individuals who have assisted in promoting research outcomes, completed licensing, transfer, and assignment of research outcomes, and have received contract fees, royalty fees, and other derivative income that can be distributed. Generally, these individuals are THU faculty, staff, and students.

第十五條

為管理、維護、推廣及執行本校研發成果授權、移轉及讓與等相關業務之目的，研究發展處應會同產業推廣與終身學習處，每學期定期就本校研發成果管理運用情形，包含研發成果紀錄、維護、終止維護、授權、移轉、讓與及研發成果收支等概況進行盤點，且有關研發成果收益應由研究發展處設置專帳以便管理及運用。

Article 15

To efficiently manage, safeguard, promote, and implement the university's licensing, transfer, and assignment of research and development outcomes, the Office of Research and Development shall, in conjunction with the Office of Industry Engagement and Continuing Education, conduct regular semester-end inventories on the management and utilization of the university's research and development outcomes. These inventories will cover various aspects, including record-keeping, maintenance, discontinuation of maintenance, licensing, transfer, assignment, and financial oversight of research outcomes. Moreover, a dedicated financial account will be established by the Office of Research and Development to track and manage income derived from research outcomes.

第十六條

權利歸屬本校所有之研發成果，研究發展處及產業推廣與終身學習處應採取適當且必要之授權規劃及推廣，並不定期於校內外各媒體管道公告周知，同時採取保護措施，並適時尋求商品化之機會。

研發成果授權、移轉及讓與之原則如下：

一、以有償為原則，包括簽約金、衍生利益金、技術股份持有及其他業界慣用之支付方式。如涉及學術研究、教育或公益用途得無償使用。

二、以國內廠商優先承接為原則，但有下列情況者，得專案授權國外廠商：

- (一) 國內廠商無承接實施意願。
- (二) 國內廠商實施能力不足。
- (三) 不影響國內廠商之競爭力及國內技術發展。
- (四) 授權、移轉或讓與國外對象將更有利於國家整體發展。

研究發展處於下列情形，得開案辦理研發成果授權、移轉及讓與作業如下：

- 一、本校所屬之研發成果，由研究發展處選擇值得主動推廣之個案，逕行開案辦理。
- 二、外校或外校人員、公私營廠商或法人機構以書面提出申請。
- 三、公私營廠商或法人機構就本校公開之研發成果以書面提出授權、移轉及讓與申請。

研發成果授權、移轉及讓與之程序如下：

- 一、發明人或創作人需填具東海大學研發成果資料自評表、發明人或創作人資料表向研究發展處提出申請。
- 二、研究發展處公開本校所屬之研發成果資料，其公告方式除刊登於網頁外，得兼採登報、刊登技術交易網站、刊登國內刊物、尋求同業公會推薦、舉辦說明會等方式為之。
- 三、公私營廠商及法人機構，以書面向研究發展處提出申請。申請單位應填具「東海大學研發成果授權、移轉及讓與申請表」。
- 四、發明人或創作人填具「東海大學研發成果運用利益衝突與迴避資訊揭露聲明書」進行利益揭露。
- 五、研究發展處應於二週內決定是否受理申請。
- 六、申請案視個案情形或研發成果態樣屬性得召開研發成果管理委員會進行廠商評選與技術作價。委員會得由召集人視個案性質邀請校內外專家學者列席。審查結論由委員多數議決。惟研發成果運用僅屬著作權授權案者，得簽請校長核定後辦理，並提送研發成果管理委員會備查。
- 七、研發成果授權、移轉或讓與廠商確認後，由研究發展處與廠商協商合約內容，並完成簽署東海大學研發成果授權、移轉或讓與合約書。

為推廣本校研發成果授權、移轉及讓與業務，承辦單位得與各學研機構、政府機關、企業及智財權專業機構合作，並簽訂合作協議。

本校應於授權、移轉及讓與合約生效後依合約所載方式，於一定期間內收取權利金及衍生利益金。

Article 16

Intellectual property rights for all research and development outcomes belong to THU, and the Office of Research and Development and the Office of Industry Engagement and Continuing Education are responsible for appropriate and necessary licensing planning and promotion. Periodically, these outcomes are publicly announced through various media channels, both within and outside the university. Additionally, protective measures are put in place, and opportunities for commercializing these technologies are actively sought.

The principles for the licensing, transfer, and assignment of research outcomes are as

follows:

1. Paid licensing and utilization is the standard practice, which includes fees for signing, royalties, holding shares, and other conventional payment methods. However, exceptions may be made for academic, educational, or non-profit purposes.
2. Priority is given to domestic companies for acceptance. However, in the following cases, special arrangements may be made for foreign companies:
 - (1) Domestic companies have no intention to take on the implementation.
 - (2) Domestic companies lack the capability for implementation.
 - (3) It does not affect the competitiveness of domestic companies and the development of domestic technology.
 - (4) Licensing, transferring, or assigning to foreign entities would be more advantageous for the overall development of the country.

The Office of Research and Development may initiate operations for the licensing, transfer, and assignment of research outcomes in the following circumstances:

1. In cases where the university's research results are deemed worthy of proactive promotion, the Office of Research and Development will initiate the process.
2. Requests submitted in writing by external universities, individuals, public or private companies, or legal entities.
3. Written applications for the licensing, transfer, or assignment of publicly available university research results by private companies or legal entities.

The procedure for the licensing, transfer, and assignment of research outcomes is as follows:

1. Inventors or creators are required to complete and submit the THU Research Outcome Self-Evaluation Form and Inventor/Creator Information Form to the Office of Research and Development.
2. The Office of Research and Development shall publicly disclose information about THU research results. In addition to posting this information on the official website, other methods of announcement may include publishing in newspapers, listing on technology exchange websites, publishing in domestic publications, seeking recommendations from industry associations, and organizing informational sessions.
3. Private companies, public enterprises, and corporate entities may submit their applications in writing to the Office of Research and Development. Applicants should complete the THU Research Outcome Licensing, Transfer, and Assignment Application Form.
4. Inventors or creators should disclose all interests in the Statement on Application of Research Achievement and Measures to Avoid Conflicts of Interest.
5. The Office of Research and Development shall decide whether to accept the application within two weeks.
6. Depending on the specific case or the nature and attribute of the research outcome, the

application may be subject to a review by the Committee for vendor selection and technology valuation. The Committee may invite experts and scholars from both within and outside the university to participate as needed, and the review conclusion will be determined by a majority vote. However, where the utilization of research outcomes involves solely copyright licensing cases, it may be processed after approval by the President and submitted to the Committee for recordation.

7. Once the licensing, transfer, or assignment company confirms, the Office of Research and Development will negotiate the contract details with the company and proceed to sign the THU Research Outcome Licensing, Transfer, or Assignment Agreement.

To promote the university's research outcome licensing, transfer, and assignment business, the handling unit may collaborate with academic and research institutions, government agencies, enterprises, and intellectual property professional organizations by signing cooperative agreements.

THU shall collect royalties and derivative benefits according to the terms specified in the contract after it takes effect.

第十七條

研發成果授權、移轉及讓與合約由本校代表與接受研發成果授權、移轉及讓與廠商視實際情形協議訂定之。合約未定事項，依本辦法及有關法規之規定辦理。

Article 17

A contract for the licensing, transfer, and assignment of research outcomes is to be negotiated and established by THU's representative and the company receiving the licensing, transfer, or assignment of research outcomes based on the actual circumstances. Any unresolved issues in the contract shall be handled in accordance with the Regulations and other relevant laws and regulations.

第十八條

研發成果授權、移轉及讓與合約除資助機關另有規定外，應包括：

- 一、研發成果授權、移轉及讓與名稱、內容及範圍。
- 二、研發成果授權、移轉及讓與範圍或投資限制。
- 三、研發成果授權、移轉及讓與權利金或衍生利益金付款及分配方式。
- 四、研發成果資料保密之規定。
- 五、接受研發成果授權、移轉及讓與廠商提供之保證及不能履行合約或違約處理之規定。
- 六、合約有效期限、終止、修訂及續約之規定。
- 七、個案所須其他必要記載事項。

廠商未依約定繳交權利金或衍生利益金，研究發展處可依循此辦法及合約持續催理；於必要時，可採取相關法律措施以維護本校權益，並應填報其資料予資助機關。

Article 18

The contract for the licensing, transfer, and assignment of research outcomes, unless otherwise specified by funding agencies, should include the following:

1. The name, content, and scope of the licensing, transfer, and assignment of research outcomes.
2. The scope of the licensing, transfer, and assignment of research outcomes or investment restrictions.
3. Payment and distribution methods for royalties and derived benefits from the licensing, transfer, and assignment of research outcomes.
4. Provisions for confidentiality of research outcome data.
5. Guarantees provided by the company receiving the licensing, transfer, and assignment of research outcomes, and provisions for non-performance or breach of contract.
6. Provisions for the contract's duration, termination, amendment, and renewal.
7. Any other necessary information specific to the case.

If a company fails to pay royalties or derived benefits as agreed in the contract, the Office of Research and Development may continue to pursue payment in accordance with these Regulations and the contract. When necessary, relevant legal actions may be taken to safeguard the rights and interests of THU, and the relevant information shall be reported to the funding agency.

第十九條

本校智慧財產權於申請獲准前，所有資料均應區分為機密或普通文件。列為機密文件者，非相關業務承辦人員及其主管不得複印或出示於第三人。

為保障研發成果不外洩，應要求研發成員及助理填寫「東海大學參與研究工作保密同意書」。

承辦單位對已獲得之智慧財產權，應定期整理予以公開。智慧財產權文件於智慧財產權有效期結束或權利讓與後，得予以銷毀或移交與受讓人。

智慧財產權業務承辦人員及其主管負有保密義務，應妥善保存並不得洩漏相關資料。

Article 19

All intellectual property rights of THU should be classified as either confidential or general documents until their application is approved. For documents classified as confidential, individuals not involved in relevant tasks, including their supervisors, are prohibited from copying or disclosing them to third parties.

To ensure the non-disclosure of research outcomes, research members and assistants should be required to complete the THU Research Participation Confidentiality Agreement.

The responsible department should periodically organize and make the acquired intellectual property rights publicly available. Intellectual property rights documents may be destroyed or transferred to the assignee when the intellectual property rights expire or after the rights have been transferred.

Personnel responsible for intellectual property rights business, along with their supervisors, are bound by confidentiality obligations and must securely preserve and not disclose related information.

第二十條

無論研發成果有無申請或取得任何智慧財產權，除依法得公開之事項外，依其性質、本校與第三人契約約定或法令規定應予保密者，發明人或創作人皆應保密，不得對外揭露，亦不得為自己或第三人利益利用該等成果。

發明人或創作人為散布其學術研究結果之目的而對外發表研發成果時，其發表不得影響智慧財產權之申請、取得或維護，且不得使本校對第三人產生違約情事。

前二項保密義務之內容，由相關單位另訂保密聲明書或合約範本規範之。

Article 20

Regardless of whether intellectual property rights have been applied for or obtained for any research and development outcomes, unless there are legally disclosable matters, inventors or creators shall keep the information confidential, and they must not disclose it to third parties. They must not utilize such outcomes for their own benefit or the benefit of third parties.

When inventors or creators publish research and development outcomes for the purpose of disseminating their academic research results, their publication must not affect the application, acquisition, or maintenance of intellectual property rights. It must not put THU in contractual violation with third parties.

The specific content of the confidentiality obligations in the first two paragraphs will be determined through separate confidentiality statements or contract templates established by the relevant units.

第廿一條

研究發展處於必要時應徵詢研發成果管理委員會有關研發過程、取得研發成果權利、研發成果授權、移轉、讓與及管理研發成果等法律疑義，並於必要時採取適當之法律保護措施。

研究發展處應使管理人員、發明人或創作人、受研發成果授權、移轉或讓與機構（廠商）、申請智慧財產權之代理人及其他因參與研發成果之創作、取得、授權、移轉或讓與有關事務之人員，簽署法律保護文件，以維護本校權益，並避免本校發生損害。

Article 21

The Office of Research and Development, when necessary, shall consult with the Research Outcome Management Committee on legal ambiguities related to the research process, acquisition of research outcome rights, licensing, transfer, assignment, and management of research outcomes, and shall take appropriate legal protection measures when necessary.

The Office of Research and Development shall ensure that managers, inventors or creators, institutions (companies) receiving the licensing, transfer, or assignment of research outcomes, agents applying for intellectual property rights, and other individuals involved in affairs related to the creation, acquisition, licensing, transfer, or assignment of research outcomes sign legal protection documents to safeguard THU interests and prevent damage to the university.

第廿二條

本校與他人共有智慧財產權時，其智財權之分配比率、維護及放棄等相關權益之處理，雙方應訂定智財權共有合約。

Article 22

When THU shares intellectual property rights with others, both parties shall enter into an intellectual property joint ownership agreement to define the allocation ratio, maintenance,

abandonment, and other related rights.

第廿三條

執行本校研發成果授權、移轉或讓與過程，應依據「東海大學研發成果運用利益衝突迴避及資訊揭露管理辦法」規定辦理。

執行本校研發成果而需技術作價投資或兼職者，應依據「從事研究人員兼職與技術作價投資事業管理辦法」及「東海大學專任教師校外兼職及兼課處理辦法」等相關規定辦理。

Article 23

The process of executing THU's research outcome licensing, transfer, or assignment shall be conducted in accordance with the Regulations Governing Management and Application of Research Achievement and Measures to Avoid Conflicts of Interest at Tunghai University.

For cases where technology valuation for investment or part-time employment is required in connection with the University's R&D results, relevant procedures shall be handled in accordance with the Regulations on the Management of Part-Time Employment and Technology Valuation Investment by Research Personnel and the Regulations on Full-Time Faculty Members Outside Part-Time Employment and Teaching at Tunghai University.

第廿四條

本辦法未盡事宜依相關法令辦理。

Article 24

Any matters not specified herein shall be handled in compliance with relevant regulations.

第廿五條

本辦法經行政會議通過後施行。

Article 25

The regulations herein shall be promulgated upon approval by the Administrative Affairs Meeting.