NATIONAL TAIPEI UNIVERSITY OF TECHNOLOGY AND

（COMPANY NAME）

MEMORANDUM OF UNDERSTANDING

FOR INDUSTRY-ACADEMY COOPERATION

This non-binding memorandum of understanding (this “MOU”) is made and entered into on this \_\_\_\_\_\_\_ (the “Execution Date”), by and between NATIONAL TAIPEI UNIVERSITY OF TECHNOLOGY, an University of Taiwan(R.O.C.) with a principal place of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Taiwan (“NTUT”) and (COMPANY NAME), a company organized and existing under the laws of Taiwan with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Taiwan (R.O.C.) [ADDRESS](“Company”). NTUT and Company shall be referred to individually as a “Party,” and collectively as the “Parties”.

RECITAL

NTUT and (Company) wish to promote technology development and application. So the Parties are now under negotiation to reach an agreement of engagement of Parties for the Industry-Academy Cooperation.

Therefore, NTUT and Company agree as follows:

1. Company is engaged in R&D and marketing of \_\_\_\_\_\_\_\_\_ (fill out technical and product names.). Since the signing of cooperation agreement(hereafter refer to Agreement), Company shall cooperate with \_\_\_\_\_\_\_\_\_\_\_\_\_\_(the department) (professor’s name) for the following check-outs. The details of the Agreement shall be signed separately.

□ Technical:

□ Business(Include but not limited to market, financial and investment):

□ Management：

□ Others(Please specify:　　　　　　　　)

1. The Parties shall keep confidential any and all confidential information hereof and shall not disclose any Confidential Information to the third party. If one Party or its employee leaks the others’ confidential information or otherwise breaches the terms and conditions hereof, the Party in damage may claim for direct and usual damages incurred by the breaching party and claim for any action it deems necessary.
2. The distribution of the intellectual property rights and the derivative benefits of the MOU shall be determined in the Agreement in accordance with the principle of reciprocity.
3. This MOU has been signed by the Parties in two (2) identical originals of which the Parties have taken one (1) each. Anything not covered in this contract will be discussed separately by both parties

NATIONAL TAIPEI UNIVERSITY OF TECHNOLOGY

(Professor’s Name)

SIGNATURE：

ADDRESS：

(Company Name)

REPRESENTATIVE:

SIGNATURE：

GOVERNMENT UNIFORM INVOICE NUMBER:

ADDRESS: