COLLABORATIVE RESEARCH RESULT AGREEMENT

Amended by Intellectual Property and Technology Transfer of Academia Sinica No.1141701378 on August 13, 2025

Docket Number:_____

(for official use only)

This COLLABORATIVE RESEARCH RESULT AGREEMENT (hereinafter "the Agreement") is made by and between Academia Sinica (hereinafter "Party A") and _____ (hereinafter "Party B").

(hereinafter collectively referred to as "the Parties" and each of them being "the Party")

[*Insert the NAME of the REPRESENTATIVE RESEARCHER*] in the [*insert the NAME of the RESEARCH DEPARTMENT/CENTER*] of Party A and [*Insert the NAME of the REPRESENTATIVE RESEARCHER*] in the [*insert the NAME of the RESEARCH INSTITUTE*] of Party B have collaboratively conducted [*insert the NAME of the RESEARCH PROJECT*] (hereinafter "the Project") and produced a collaborative research result [*insert the NAME of the RESEARCH RESULT (docket number of Party A:)*] (hereinafter "the Result"). The Agreement is made regarding the application, maintenance, licensing, and promotion of the Result.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Party A and Party B agree as follows:

1. Funding sources of the Project for the Parties Party A:_____; Party B:_____.
2. For the technical information, know-how, designs, trade secrets, information, data, and other intellectual properties provided by either Party during the period of the Project or the Agreement, the trade secrets, copyrights, patent rights, trademark rights, or other intellectual property rights (IPRs) protected by applicable laws are in the ownership of the respective party, unless the properties are provided for noncommercial use by the other party in accordance with the

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purpose of the Project. Each Party shall be liable for any disputes or legal liabilities incurred before the production of the Result.

3. The Parties agree to jointly own the Result, with ___% of the Result owned by Party A and ___% of the Result owned by Party B, and to mutually bear the expenses of application for and maintenance of IPRs. Any research results modified or developed independently by either Party shall be owned by the Party, and the Party may apply for the corresponding IPR.
4. The IPRs of the Result are proposed by Party A and registered in the name of both Parties as joint owners.
5. The Parties agree that Party A is the manager of the Result and has the full discretion to manage the IPR application and maintenance. The exercise of such discretion includes, but is not limited to, the maintenance period and the countries or regions where the application is made. Party B and its representative researcher shall provide necessary information to assist Party A in the IPR application and maintenance.

   If Party B fails to bear the expenses of IPR application and maintenance pursuant to Article 3 or provide necessary information pursuant to the preceding paragraph, and fails to fulfill the obligation within 30 days after receiving a written notice issued by Party A, Party B is deemed to forgoing the IPR of the Result. Hence, Party A may independently proceed with the IPR application and maintenance in its own name.

   When Party B deems insufficient the number of countries or regions where Party A applies for the IPRs and requests Party A to file such application in additional countries or regions (hereinafter “Additional Application Areas”), Party B may issue a written request to Party A and Party A shall clearly express whether it agrees with the request within 30 days after receiving the request. If Party A fails to clearly express its intention before the due date, Party B may independently file applications and demand for maintenance of the IPRs in its own name in the Additional Application Areas.
6. In the event that there is a need to file a patent application in the People's Republic of China for the Result, both parties agree to proceed with the application, maintenance, and exercise of rights in accordance with the following terms:

   ☐ Party A shall, in writing, entrust the rights under Articles 4 and 5 to its

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designated applicant within the necessary scope for applying for a patent in the People's Republic of China. The designated applicant shall, in its own name, act on behalf of Party A, together with Party B, as the joint applicant or joint patentee to apply for, maintain, and exercise the patent rights in the People's Republic of China.

☐ Both Party A and Party B shall enter into a written trust agreement with their respective designated applicants, stipulating that such designated applicants shall be bound by the terms of the Agreement. Only after such agreement is in effect may the designated applicants of both parties, based on the rights granted to them by their respective parties, act as the joint applicant or joint patentee to apply for, maintain, and exercise the patent rights on behalf of their respective parties in the People's Republic of China.

7. The Parties and their respective personnel have the obligation and responsibility to duly preserve the confidential part of the Result to protect the right and interest of the other Party. The Parties and their respective personnel shall not divulge confidential information concerning the Result to any third party or disclose the information, except under the following circumstances:
   (1) Party A or B negotiates or reaches an additional agreement for matters concerning licensing and promotion as set forth in Article 8 and adopts appropriate confidentiality protection measures.
   (2) If the representative researcher of Party A or B must openly present the Result domestically or internationally, a written notice shall be issued to the other Party 30 days prior to the presentation.
8. The Parties agree that Party A handles matters concerning licensing and promotion. Unless the Party A issues a written consent, Party B shall not directly engage in activities related to licensing and promotion or discuss the licensing conditions with any third party.
   The equity income obtained through licensing and promotion, including licensing fees, royalty, prices, stock equity, material transfer income, shall be shared by the two Parties according to the proportions stated in Article 3.
   If Party A engages in IPR application and maintenance in its own name Pursuant to Paragraph 2, Article 5, the equity income may not be shared by Party B.
   If Party B engages in IPR application and maintenance in its own name Pursuant to Paragraph 3, Article 5, the equity income shall be determined by the Parties in

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a separate contract , provided, however, that the Parties may agree not to allocate such income to Party A.

The redistribution of the said income is regulated separately by Party A and B.

9. Contact person for the Agreement

Each Party agrees to designate a contact person as follows, who is responsible for sending and receiving messages and notices:

Party A: Director, Department of Intellectual Property and Technology Transfer, Academia Sinica

Address: 128, Academia Road, Section 2, Nankang, Taipei 115201, Taiwan (ROC)

Tel: (02) 2787-2501

Fax: (02) 2651-8049

Party B: _____

Address:_____

Tel:_____

Fax:_____

E-mail:_____

If a Party replaces its contact person or changes the person's contact information, the Party shall inform the other Party through written notice, and such change enters into effective upon the arrival of the written notice.

10. The Agreement shall be governed by and construed in accordance with the laws of Taiwan (ROC).
11. The parties agree that any legal disputes arise out of or in connection with the Agreement shall be adjudicated before the Taiwan Taipei District Court as the court of first instance, and the disputes shall be resolved in accordance with the laws of Taiwan (ROC).
12. Any matter not specifically mentioned in the Agreement and the enforcement rules may be determined by the Parties in a separate contract.
13. The Agreement enters into effective as of the signing date. Each Party retains a copy of the Agreement for its reference.

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IN WITNESS WHEREOF, the authorized representative of each of the Parties has reviewed and agreed with all the provisions of the Agreement within a reasonable period of time and thus signed as follows:

Party A: Academia Sinica

President: Dr. Chien-Jen Chen

Authorized Representative: Dr. Yi-Fang Tsay

Title: Vice President

Date:_____

Address: 128, Academia Road, Section 2, Nankang, Taipei 115201, Taiwan (ROC)

Representative Researcher:_____(Signature or seal)

Research Department/Center:_____

Date:_____

Telephone:_____

Party B:_____

Authorized Representative:_____(Signature or seal)

Title:_____

Date:_____

Address:_____

Representative Researcher:_____(Signature or seal)

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Institution:_____

Date:_____

Telephone:_____

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