# Hungkuang University

# Global Research and Industry Alliance Membership Agreement

This membership agreement (the “Agreement”) is made by and between Hungkuang University (the “HKU”) and (the “Member”), (collectively, the “Parties”).

Whereas, the HKU has established core technologies and has formed the HKU Global Research and Industry Alliance (the “Alliance”) with relevant upstream, midstream and downstream industries in accordance with the Guidelines of the Ministry of Science and Technology for the Grants of Global Research and Industry Alliance;

NOW THEREFORE, the HKU agrees to admit Member on the terms and consideration contained herein, and Member agrees to abide by the terms and conditions contained herein:

# ALLIANCE AND MEMBERSHIP

(1) The HKU agrees the Member to join the Alliance and the Member agrees to join the Alliance.

(2) The Member agrees to abide by the Bylaws of the Alliance and the HKU, and the relevant regulations of the Ministry of Science and Technology.

# QUALIFICATION

The membership commences upon the signing date of this Agreement and is effective for one year. The Members may renew their membership by paying the HKU the annual fee before the due date.

# ANNUAL FEE

The Member agrees to pay the annual fee within one month after signing this Agreement. For international members the annual fee is $30,000 US payable to Hungkuang University;

Account Name：Hungkuang University

Account Number：0210717377472

Bank Name: Taiwan Cooperative Bank【Shalu Branch, No.106, Shatian Rd., Shalu Dist., Taichung City 433, Taiwan (R.O.C.)】

SWIFT:TACBTWTP021 BY SWIFT MT103

The HKU shall issue a receipt to the Member when Member pays the annual fee of the alliance. The annual fee will not be refunded even if the Agreement is terminated or cancelled.

# MEMBERSHIP RIGHTS

The Member is entitled to the following services provided by the HKU during the term (membership):

(1) Every year, the Member can select 10 colleagues for free to participate in expert lectures and seminars provided by the alliance.

(2) Invite professional representatives of the Member to serve as consultants of the alliance.

(3) Invite professional representatives of the Member to serve as lecturers in HKU’s collaborative teaching.

(4) Invite professional representatives of the Member to be keynote speakers or VIPs of the seminar.

(5) Arrange face-to-face counseling by experts and professor for 10 times.

(6) Participate in international seminars or exhibitions with experts and professors.

(7) Assist the Member in recruitment and matching internships.

(8) After deducting the school’s administrative fee from the membership fee, up to 70% of the remaining membership fee can be used as the cost of industry-university cooperation project.

(9) 20% discount on technical inspection, evaluation, testing and other services.

(10) Give priority to introducing HKU’s international resource network.

(11) Participate in exclusive networking events among members.

(12) Assist the Member in formulating required professional training courses.

(13) 50% discount for renting HKU’s venues.

(14) Subsidies for patent applications and maintenance fees for research and development results.

(15) Participate in overseas research visits.

# CONFIDENTIALITY

(1) Both parties are obliged to keep confidential information and documents related to the collaborative project because due to their participation in the cooperative project mentioned in Article 4 of this Agreement.

(2) The Member and HKU should confirm that the relevant researchers participating in the alliance understand the confidentiality obligations of the Agreement.

# OWHERSHIP OF INTELLECTUAL PROPERTY

The attribution of the research and development results (hereinafter referred to as the results) obtained from the cooperation projects deriving from the collaboration in this Agreement, unless the Ministry of Science and Technology has determined that they belong to the owner of the department or otherwise agreed in a contract, all the results and related derivative costs shall be negotiated by both in good faith and separately agreed by the both Parties.

# AMENDMENT AND MODIFICATION

Unless both parties make amendments in writing, the amendments, additions, and deletions to this Agreement are invalid.

1. **TERMINATION**

(1) The both Parties can terminate this Agreement with the written consent of both parties within the term of this Agreement.

(2) Unless as otherwise agreed in this Agreement , each Party may notify the other Party in writing concerning the other party’s violated or failed to perform of any Article in this Agreement. The non-breaching party may terminate this Agreement if the breaching Party fails to perform or improve within 60 days after receiving the written notice.

# EXPIRATION

This Agreement expires one year after the signing date of this Agreement【from (mm)(dd), (yyyy) to (mm)(dd),(yyyy) 】renewable upon the payment of annual fee in Article 3. The annual fee is subject to change depending on the time of payment. This Membership Agreement expires upon termination of the Member’s membership.

# JURISDICTION

The both Parties agree to resolve *disputes* arising out of or in connection with this Agreement in good faith. When necessary, the parties shall *submit all* their *disputes* arising out of or in connection with this Agreement to the exclusive jurisdiction of *the Taichung District Court.*

# COPIES OF AGREEMENT

The HKU, the Member, and the responsible person of the Alliance shall each retain one identical copy of this Agreement.

In witness of this Agreement, the Hungkuang University and Member have executed this Agreement below,

# Member

Company:

Signature:

Name:

Title:

Date: (mm)(dd), (yyyy)

Address:

Telephone:

# Hungkuang University

Signature:

Name: Yueh-Guey Huang

Title: President

Date: (mm)(dd), (yyyy)

Academia-Industry Collaboration Responsible Person: Tsong-Min Chang, [Vice President](https://www.hk.edu.tw/language/en/vice-president-dean-division-of-research-and-development-affairs/)

Address: No. 1018, Sec. 6, Taiwan Boulevard, Shalu District, Taichung City 43302, Taiwan (R.O.C.)

Telephone: +886-4-26318652 ext. 2216

Unified Business No.: 56503102