

This contract is only for your reference. Please contact us if you need the original.

National Chiayi University (NCYU GLORIA) International Industry-Academia Collaboration Contract

Parties to the Contract

_____ **XXX** _____ (hereinafter referred as Party A) and National Chiayi University (hereinafter referred as Party B). In accordance with the “Ministry of Science and Technology (MOST) Subsidization of the Global Research and Industry Alliance (GLORIA 2.0)”, Party B uses the core technology and constructed a scientific research industrialization platform (hereinafter referred to as NCYU GLORIA) with the relevant upper, middle and lower reaches of the industry. With regard to Party A joining NCYU GLORIA, both parties have entered into this contract and agreed to the terms as follows:

Article 1: NCYU GLORIA and member

1. Party A agree to join NCYU GLORIA established by Party B, and Party B agrees to accept Party A to join NCYU GLORIA as a member.
2. Party A agrees to abide by the relevant laws and regulations of NCYU GLORIA, Party B and the Ministry of Science and Technology (MOST).

Article 2: Membership

Party A will obtain the membership of NCYU GLORIA after signing this contract in accordance with the law. Party A’s membership is valid for one year from the signing date, and Party A’s renewal of the annual fee upon expiration is deemed to be a renewal.

Article 3: Membership fee

Party A agrees to pay NCYU GLORIA annual fee. The annual fee for international membership

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is US\$30,000 per year, and the payment shall be paid to Party B by spot bills or remitted to Party B's special account (CTBC Bank Chiayi Branch) within one month after signing the contract. Party B shall present a receipt to Party A at the same time when Party A pays the annual fee of NCYU GLORIA. Once the annual fee is paid, it will not be refunded even if the contract is terminated or cancelled.

Article 4: Member Rights

Party A enjoys the following services provided by Party B during the validity period of its membership:

1. A single service window for NCYU GLORIA.
2. Abstracts of technical documents and regular updates of relevant journals.
3. Talent technical information.
4. Participate in the conference of R&D achievements held by NCYU GLORIA.
5. Participate in international (internal) technical seminars and forums organized by NCYU GLORIA.
6. Technical and industrial transformation/consultant services required by Party A, up to twice a year.
7. Professional consulting services (charges are discussed separately).
8. Technical service, small-scale process test, industry-academia research and development combination, equipment sharing (charges are discussed separately).
9. Matchmaking industry-academia collaboration research project (collaboration conditions are discussed separately, and a separate contract must be signed).
10. Matchmaking technology authorization (authorization conditions are discussed separately, and a separate contract is required).
11. Others: It can be discussed separately according to Party A's needs.

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Article 5: Confidentially obligation

1. When Party A and Party B are aware of or hold confidential documents or information related to the cooperative project due to their participation in the cooperative project mentioned in Article 4, they shall have the obligation to keep the aforementioned documents or information confidential.
2. Both Party A and Party B shall confirm that the relevant researchers participating in NCYU GLORIA are aware of the confidentiality obligations of the contract.

Article 6: Intellectual property ownership

The ownership of the research and development achievements (hereinafter referred to as the achievements) obtained from the collaboration projects derived from this contract shall be separately agreed in accordance with the contract.

Article 7: Contract Amendment

Modifications, additions and deletions to this contract are not effective unless they are made in writing by both parties.

Article 8: Termination of Contract

1. Both parties may terminate this contract with the written consent of both parties during the validity period of this contract.
2. Except as otherwise agreed in this contract, if any party violates or fails to perform any of the terms of this contract, the other party can notify one of the parties who violated or failed to perform the contract to make improvements within 60 days. If no improvements are made within the time limit, this contract will be terminated immediately.

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Article 9: Duration of contract

The validity period of this contract is one year from the date of signing (that is, year XX month XX day XX to year XX month XX day XX). If there is no objection between the two parties, it can be extended in accordance with Article 3, and there is no limit to the number of extensions. However, when the annual fee is adjusted, the adjusted annual fee shall prevail.

Article 10: Competent court

Regarding this contract or disputes arising from this contract, both parties agree to resolve in good faith. If there is a need for litigation, both parties agree to use the Chiayi District Court in Taiwan as the court of first instance jurisdiction.

Article 11: Number of contracts

This contract is signed in three copies, and both parties and the person in charge of NCYU GLORIA hold one copy.

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Contractor

Party A:XXX (credential)

Representative:XXX (signature)

Job Title:XXX

Address:XXX

Contact Number:XXX

Party B: National Chiayi University (NCYU GLORIA) (credential)

Representative: President Chyung Ay (signature)

NCYU GLORIA project host: Vice President Chishih Chu (signature)

Representative of NCYU GLORIA: Director Wen-Chang Chang (signature)

Contact number: 05-2717293

Address: 4th Floor, Block E, No. 151, Linsen East Rd, East District, Chiayi City, 60074,
Taiwan (R.O.C).

YYYY/MM/DD: XXXX / XX / XX