

Implementation Direction of National Taipei University of Education Industry Collaboration Projects

Passed upon the 76th Administrative Meeting,
dated Nov. 30th, 2011

Passed upon the 133th Administrative Meeting,
dated Oct. 12th, 2016

1. In order to promote the collaboration between the faculty of the University and private businesses as well as public institutions, to research innovative business modules, develop patent products, and expand on the education services, the University has established the Implementation Direction of National Taipei University of Education Collaboration Projects (hereafter 'the Directions') based on 'Implementation of College and University Industry Collaboration' and 'Management Guideline of National Taipei University of Education Industry Collaboration and Government Science Research Subsidized or Assignment Income and Cost'.
2. The industry collaboration referred to in the Direction shall refer to one of the following collaborative efforts as performed by the University using its current resources in conjunction with public institutions, business organizations, private enterprises, and academic research institutes (hereafter 'Industry Collaborators') in order to promote industry development:
 - (1) Various R&D and its application: including specialty research, exchange of matter, measurement and examinations, technology services, consultation, patent application, technology transfer, and innovation incubation.
 - (2) Various talent cultivation efforts: Including the training and teaching of staff of the Industry Collaborators.
 - (3) Other utilization of the University's intellectual property rights.
3. Departments or Persons collaborating with Industry Collaborators, shall have the head of research draft a plan, contract and relevant documentation, and submit them to the department head for approval and reviewed by the R&D Department, the HR Office, the Accounting Department, and President Chen. The final collaboration contract shall be signed between the Industry Collaborators and the University, and co-signed by the project head. Government organizations with separate application and agreement signing stipulations, said stipulations shall preside.
4. Industry collaborations shall be in written agreement between the University and Industry Collaborators, and must include the following provisions:
 - (1) Purpose of the collaboration and its delivery items.
 - (2) Contracting parties shall provide the necessary funding, the method of payment and the resources required.
 - (3) Should the Industry Collaborators require the University to guarantee its licensed technology or any other aspect of the collaboration does not violate any third party's rights; the scope of compensation provided by the University in the case of such violation shall be limited to the actual funding received for the project.
 - (4) The intellectual property rights or results of the industry collaboration shall belong to the University. However, the contract may stipulate that the above shall, in part or in total, belong to or be licensed for use to the Industry Collaborator.
 - (5) In the case of the collaborator wanting to use the name of the University, the Department, or the logo of either, the licensing method, method of use and its scope shall be stipulated in writing.
 - (6) The property management of books, journals, machineries, equipment and remaining funding by the University through industry collaboration, shall be included in the general management and utilization of the University property management stipulation, unless otherwise stipulated.

- (7) The University shall not be responsible for the merchandizing the results or products of technology or other research that are licensed.
 - (8) Conflict of interest shall be avoided by relevant personnel; the duration of the confidentiality clause shall be a maximum of 2 years after the termination of the project.
 - (9) The contract shall consist of three copies of the same, the Industry Collaborator, the head of research and the R&D Department shall each keep a copy. After the signing of the contract, the head of the research shall provide the Accounting Department with copies of the Industry Collaboration Agreement and the Research Plan.
5. The income and expenses of the funding of the industry collaboration, the budgeting of the management fee, the use of the balance, the payment of the project staff and the project accompanied by the research and development result shall be based on the stipulations of 'Management Guideline of National Taipei University of Education Industry Collaboration and Government Science Research Subsidized or Assignment Income and Cost' and 'Guideline of Additional National Taipei University Non-Regular Faculty, Administrative Staff Salary'.
6. The qualification for industry collaborations are as follows:
- (1) Research Head or co-chair shall be full-time lecturers or above or research personnel of equivalent positions.
 - (2) Assistant research head or researchers are not limited to the personnel of the University; the Industry Collaborators may appoint their own personnel with similar qualification.
 - (3) Contracted post-doctoral study researchers are not limited to that of the University.
 - (4) The hiring of assistants shall be according to the stipulations of 'Guidelines on Science Department Subsidized Project Research Assistant Hiring'.
 - (5) Participants of the research shall have the responsibility of complying with the stipulation of the Industry Collaborators as well as that of the University.
7. The budgeting of Industry Collaborative Projects management and personnel fee shall be in accordance with the stipulations of 'Management Guideline of National Taipei University of Education Industry Collaboration and Government Science Research Subsidized or Assignment Income and Cost'.
8. Should the industry collaboration involve sensitive technology, dignity of life or professional ethics, the project shall comply with the stipulations of 'Handbook on Safety Management of Government Subsidized Sensitive Technology Research Projects'. If the collaboration is funded, assigned or subsidized by the Government, the relevant governmental stipulation shall apply.
9. The University is entitled to divide a certain portion of the profits of the collaborative project to the inventor/creator, those with significant contribution to the industry collaboration, or their respective departments; the ratio and method shall be as stipulated in 'Management Guideline of NTUE Research Development Results and Technology Transfer'.
10. Professionals of the Industry Collaborators that are qualified to teach, shall, upon the agreement of the collaborating parties, within the scope of the collaborative project, and under the provision of relevant stipulation of the University, be appointed as part-time or trainee lecturers, and shall be paid by the hour based on the appointment contract.
11. The Industry Collaboration Project shall apply for closure within the stipulated contract terms.
12. The administrative efforts of the Industry Collaborations of the University shall be handled by the R&D Department.
13. The Direction has been implemented after passing in the administrative meeting, and its amendment shall follow the same.