

銘傳大學產學合作實施辦法

Ming Chuan University Procedures for Conducting Academia-Industry Cooperation

中華民國 98 年 3 月 9 日第 188 次行政會議通過
Passed at the 188th Administrative Council Meeting on March 9, 2009

第一條 本校為促進各類產業發展及知識之累積與擴散，發揮本校研究、訓練、教育、服務之功能，爰依「大專校院產學合作實施辦法」制定本辦法。

Article 1 These procedures were established in accordance with the Implementation Guidelines for Promoting Cooperation between Business and Institutions of Higher Education to encourage industrial development and accumulation and extension of knowledge, and to bring the university research, training, education, and service to full capacity.

第二條 本辦法所稱產學合作，係指本校與政府機關、事業機關、民間團體、學術研究機構等（以下簡稱合作機構）合作辦理下列事項之一者：

- 一、各類研究發展及其應用事項：包括專題研究、物質交換、檢測檢驗、技術服務、諮詢顧問、專利申請、技術移轉、創新育成等。
- 二、各類教育、培訓、研習、研討、實習或訓練等相關合作事項。
- 三、其他有關本校智慧財產權益之運用事項。

Article 2 Herewith, academia-industry cooperation refers to the university's cooperation with government entities, commercial enterprises, NGOs, or academic research institutes (abbreviated as cooperative institutions) in one of the following matters:

1. Research and development and its applications: including specific project research, material exchange, testing and examination, technology service, consulting, patent application, technology transfer, and innovation incubation.
2. Related cooperative education, training, workshop, discussion, seminar, or practicum.
3. Other applications related to the rights and interests to the university's Intellectual Property Rights.

第三條 因執行產學合作，須使用本校特殊場地、儀器設備等資源者，應於承接計畫前，先與本校相關單位協調。

Article 3 Individuals who must use specific venues, equipment or facilities at the university, due to executing academia-industry cooperation projects, should coordinate in advance with the relevant units before agreeing to the projects.

第四條 本校各單位或個人執行產學合作應編列本校行政管理費，其相關作業規範另定之。

Article 4 All units and individuals executing academia-industry cooperation should include university administrative expenses in the proposed budget. The relevant regulations are detailed elsewhere.

第五條 產學合作案之承接方式：

- 一、本校教師自行向合作機構接洽或依投標規定得標後申請承接。
- 二、合作機構基於該機構之需要，可先行與本校各相關單位或教師接洽，由該執行單位或教師申請承接。
- 三、合作機構致函本校，由產學合作處按來文性質轉請各相關單位，視實際人力、專業領域、設備、時間、費用等因素綜合考量，決定是否接受委託；若須整合提出者，由產學合作處協調整合。

Article 5 Means for accepting an academia-industry cooperation project:

1. The Ming Chuan faculty members may apply to accept a project after direct consultation with a cooperative institution or winning a bid in accordance with bidding and tendering regulations.
2. Cooperative institutions may consult in advance with relevant university units or faculty members and have the executing unit or faculty member to apply for acceptance of a project.
3. A cooperative institution may send a letter to the university which will be transferred to relevant units by the Academia-Industry Innovation Division in accordance with

the nature of the request. After taking into consideration the actual needed manpower, professional disciplines, facilities, time, and expenses, the unit(s) is to decide whether the university will accept the commission. The Academia-Industry Innovation Division should coordinate any necessary integration.

第六條 計畫主持人依前條方式提出承接申請時，應填具計畫書、合作契約書及經費預算表，經所屬單位主管及院長同意及簽會研發處及產學合作處後，以本校名義與合作機構辦理簽約，並由計畫主持人於契約副署，以示負責；計畫主持人有二人以上時，得互推一人代表副署。

Article 6 Principle investigators who apply for project acceptance in accordance with Article 5 should submit the Project Proposal, Partnership Agreement, and Budget Estimation Table. Upon being approved by the unit head and dean and countersigned by the Research and Development Division and Academia-Industry Innovation Division, an agreement with the cooperative institution should be contracted in the name of Ming Chuan University. The principle investigator should co-sign the contract to demonstrate accountability. If more than two principle investigators are involved, one is nominated as the signing representative.

第七條 產學合作契約書，應明訂下列事項：

- 一、合作計畫名稱、內容、時程及交付項目。
- 二、計畫經費及付款方式。
- 三、智慧財產權歸屬。
- 四、合作機構若須使用本校或其所屬單位之名稱、標章者，應明訂其授權方式、使用方法及範圍。
- 五、相關人員如有利益衝突事項或有利益衝突之虞，應予迴避。
- 六、參與計畫之人員應負保密義務及保管計畫有關之文件、檔案或紀錄，並應盡善良管理人之注意義務參與或協助計畫之進行。

Article 7 An academia-industry partnership agreement should clearly state the following:

1. Name of the project, contents, schedule, and items to be completed.
2. Project funds and means of payment.
3. Ownership of Intellectual Property Rights.
4. If the cooperative institutions need to use the name or logo of the university or the relevant units, the means of authorization, uses and scope of use should be clearly stated.
5. Potential conflict of interest for related personnel or matters should be avoided.
6. Participating individuals should uphold their obligation for confidentiality and safekeeping of relevant documentations or records, and do their best in carrying out their duty as good managers, participants or assistants for the project.

第八條 合作契約得於必要時經合作雙方同意後，修改或延長期限。但有重大修改或延長期限一年以上者，應另訂新約。

Article 8 If necessary, a partnership agreement may be revised or extended upon the consent of both parties. However, a new agreement should be drawn up if there are to be significant revisions or an extension of more than one year.

第九條 為明確釐清法律責任之歸屬並建立對產學合作計畫之風險控管機制，計畫主持人、共同及協同主持人應對本校切結，同意負擔所有侵權或違約之損害賠償責任。

Article 9 So as to clearly define the legal responsibility and to establish the risk control mechanism of academia-industry cooperation projects, the principle investigators and co-principle investigators should submit a letter of guarantee to the university to agree on all tort or liability for damage compensation should the agreement be broken.

第十條 所有合作契約皆應明定，本校不對授權之技術或其他事項，擔保其商品化之成果或相關產品責任等條款。

Article 10 All partnership agreements should clearly state that the university does not guarantee the outcomes of commercialization arising from authorized technology, nor does it bear responsibility for matters regarding related products.

第十一條 計畫內容涉及敏感性科技、生命尊嚴或專業道德者，依行政院國家科學委員會所頒「政府資助敏感科技研究計畫安全管制作業手冊」之規定辦理。

Article 11 If the project involves sensitive technology, dignity of life, or ethics, it should be conducted in accordance with the Manual for Safe Control of Government-supported Sensitive Technology Research Projects of the National Science Council of Executive

Yuan.

第十二條 產學合作產生之智慧財產權或其他研發成果之歸屬、管理與運用，其辦法另定之。

Article 12 Intellectual Property Rights resulting from academia-industry cooperation, and ownership and management of other research and development outcomes are listed elsewhere.

第十三條 為提昇本校產學合作績效及競爭力，擴大產學合作參與之廣泛程度，本校各單位推動產學合作之補助與獎勵辦法另定之。

Article 13 So as to increase the university academia-industry cooperation outcomes and competitiveness and to expand the degree of participation in cooperation, the subsidization and reward procedures for each unit to advance cooperation are dealt with separately.

第十四條 為強化產學合作交流，創造產學合作機會及研究議題，產學合作雙方有關人員應不定期舉行座談會等活動，討論相關產學合作事宜。

Article 14 The personnel involved in academia-industry cooperation should conduct workshops or seminars to discuss relevant issues so as to strengthen the cooperation exchange and to create further cooperative opportunities and research topics.

第十五條 產學合作績效應列為本校教師升等和評鑑指標之一，以鼓勵教師從事產學合作，提昇本校產學合作效能。

Article 15 The academia-industry cooperation outcomes should be listed in the university faculty promotion and evaluation index to encourage faculty members to take part in academia-industry cooperation and to elevate cooperation efficacy at the university.

第十六條 因辦理產學合作計畫而購置之圖書、期刊、儀器、設備等，除合作契約另有規定者外，均應依本校相關財產管理辦法統一管理運用。

Article 16 Except as regulated in partnership agreements, all books, periodicals, equipment, and facilities purchased as part of academia-industry cooperation projects should managed under the university's unified management system in accordance with relevant property management procedures.

第十七條 本辦法經行政會議通過，校長核定後施行，修正時亦同。

Article 17 Upon being passed at the Administrative Council Meeting and approved by the president, these procedures were implemented. Any revision must follow the same procedure.