

National Taiwan Normal University Innovation & Incubation Center

Entry Incubation Guidance Contract (Entity)

2009.11.5 Amendments passed during the 1st Guidance Committee Meeting of the 2009 academic year

2019.1.3 Discussed during the 1st Guidance Committee Meeting of the 2019 academic year

2023.7.24 Discussed during the 1st Guidance Committee Meeting of the 2022 academic year

Contractors:

Party A: National Taiwan Normal University Legal Agent:

Party B: Company Legal Agent:

Party B hereby applies to enter Party A's Innovation & Incubation Center (hereinafter referred to as "the incubation site"), and agrees to accept the incubation guidance of Party A's Incubation Center. The preceding application case has been reviewed and approved by Party A, and the two parties have signed the following Incubation Guidance Term in support (hereinafter referred to as "the contract"):

Article 1 Contents of the Contract

I 、 Incubation Guidance Project Name: _____ company incubation project.

II 、 Incubation Guidance Term: from _____ to _____ (Y/M/D).

III 、 In order to ensure Party B fully performs all the obligations and payments of the contract, Party B shall pay the two-month incubation fees in accordance with the method assigned by Party A (see Article 4 for details) as the security deposit of entering the incubation site. Upon the expiry of this contract and with no breach of the contract of Party B, the security deposit will be refunded to Party B without interest after Party A confirms that Party B has returned the incubation site.

IV 、 If Party B doesn't pay the security deposit a month after the entry day, Party A may send a written notification. If Party B still fails to pay the security deposit a month after the date of the written notification sent, it shall view as Party B give up the right of entering Party A's incubation site.

V 、 If Party B wishes to terminate the contract before the end of the incubation period, Party B shall require the written approval from Party A, and Party B shall agree to use the security deposit as the penalty payment. Party A may request compensation for its loss and damage arising from such termination, and Party B shall not request any refund of the fees given to Party A.

- VI、In the event that Party A terminates the contract as agreed, Party B shall move out the incubation site a month from the termination date notified by Party A in writing, return the borrowed equipment, and restore the incubation site.
- VII、Party A shall send a written notification about the matters shall be done in the final quarter three months before the expiry of the incubation guidance. Party B shall move and return the incubation site to Party A on the termination date of the contract, and shall not request relocation costs or other fees. However, Party B may apply to enter again through the examination and from Party A's Entry Committee if needed.

Article 2 Entering Site

- I、The incubation site and use range: Innovation & Incubation Center _____ Room, Sec. 2, Ren-Ai Rd., Linkou Dist., New Taipei City.
- II、If Party A must change Party B's use of space, increase or decrease its area, or make other changes to the incubation site or use area due to the needs of school development and site planning, Party A may send a written notification to Party B about the transfer matters two months in advance, and provide another incubation site for Party B to use. If Party B cannot accept the change of the incubation site, it may request the termination of the contract in writing but shall not request the compensation from Party A.

Article 3 Contents of Guidance

- I. In order to improve the guidance performance, the two parties may negotiate guidance working memos and guidance schedule together in accordance with the incubation plan proposed by Party B a month from the entry date of Party B, and the concrete guidance points are as the following:
- i. Inspection research & inspection services
 - ii. Technology introduction & technology research and development consulting and guidance
 - iii. Enterprises operation and management consulting, guidance and course
 - iv. Technological expertise incubation information or guidance
 - v. Office affairs services
 - vi. Government resources application & information of industry and market
 - vii. Industry-academic technology transfer matching assistance
 - viii. Industry-academic cooperation matching assistance
 - ix. Cooperative education matching assistance

- x. Other points negotiated by the two parties
- II. In order to implement the guidance points mentioned in the preceding provision, Party B may request that Party A provide the existing services in writing, and the payment shall be paid in accordance with the payment standards set up by Party A, and only Party A may decide whether to accept Party B's request in accordance with the actual situations.
- III. Party A may request that Party B offer status report in order to understand the implement performance of the contract, and the contents of the report shall include research and development, financial and business current status and the difficulties. Party B may not refuse without any justified reason, and shall actively attend the meetings and activities arranged by Party A.

Article 4 Incubation Fee

During the term of the contract, Party B shall afford all the incubation cooperation fees, including:

- I 、 Cooperation fees: NT\$_____ (NT\$_____ + NT\$200)
Including monthly site maintenance fees of each incubation room NT\$600 per ping. NT\$_____ for the incubation room Room _____ with _____ ping and monthly internet access fees NT\$200, so the total is NT\$_____. Party B shall not procrastinate or refuse to pay in any reason.
- II 、 Electricity maintenance fees: calculating based on the electric meter, and Party A will charge Party B NT\$4 per 1kWh (including the public discussion room and other public areas).
- III 、 Other management fees shall be charged according to actual situations, and payment standards will be set separately.
- IV 、 Party A may adjust the fees mentioned above in writing a month in advance when there are changes in prices or costs.
- V 、 5% business tax will be added to the all fees mentioned above.

Article 5 Payment Methods

- I 、 Incubation fees will be charged quarterly, and shall be payable on the 20th of January, April, July, and October each year in accordance with the payment methods specified by Party A, and Party B shall not procrastinate in any reason. With the completion of the payment, Party A will provide Party B payment receipt.
- II 、 The overdue payment of Party B shall be levied 1% of its amount as penalty interest every two days. The overdue days shall be calculated based on the

payment due date on the payment notification and the actual payment date.

- III 、 Party B shall bear the liabilities of every expense, which won't be exempted from due to the termination or expiry of the contract.

Article 6 Business & Taxes

- I 、 During the term of the contract, the increase of Party A's house tax, land tax and other business taxes due to Party B's business behaviors, Party B shall afford it in accordance with the proportion of the use area.
- II 、 Incubation site (namely, the address of Party A's Innovation & Incubation Center) will not provide as the registered address for Party B to apply as a profit-seeking enterprise.

Article 7 Contribution Methods

If Party B accepts the guidance of Party A's teachers and experts, or co-research and development, and has concrete results, Party B shall contribute to Party A by the rebate or other contribution methods during the term of the guidance, and the contribution methods shall be negotiated by the two parties in writing.

Article 8 Intellectual Property Rights

- I 、 Party A's Incubation Center personnel only offers relevant management services, and won't be involved in Party B's guidance cooperation project with teachers or experts. One who knows, receives and keeps any written report or data relevant to Party B's incubation plan due to the guidance shall exercise the duty of care of a good administrator. If Party B's cooperation project with teachers or experts in regards to attribution problems of intellectual property rights and patents, unless otherwise agreed to or specified by law, they shall be managed in accordance with National Taiwan Normal University Research Results and Technology Transfer Management Policy.
- II 、 When Party B develops products by itself or cooperates with teachers and experts, it shall obtain the legal authorization of the required materials and have the right of public distribution to avoid infringing others, copyright or other rights. In the event that a developed product infringes on the patent, copyright or other rights of another person and causes a lawsuit, unless otherwise agreed by the two parties, Party B shall bear all liabilities and related losses and compensation costs.
- III 、 Party A may preserve the data from the incubation guidance of Party B for references or future teachings and exhibitions. In the event that Party A uses Party B's results in the range of teachings, references and exhibitions, Party B shall agree not to claim the copyright, trademark right or other rights.

IV 、 Without the written approval of Party A, Party B shall not use or quote the name “National Taiwan Normal University” or command the words, signs, images, or other words and pictures in Party A’s name. Party A won’t bear any guarantee and endorse any products or services of Party B. If Party B breaches this provision, it shall collect and withdraw all the relevant publicity and articles that violate this provision within 10 days after receiving written notification from Party A, and shall compensate Party A for NT \$ 2 million as punitive damage. Party A may terminate this contract without notification and is not obligated to refund Party B's security deposit; if other related legal liabilities are incurred, Party B shall bear it without objection.

Article 9 Venue Management

- I 、 Office facilities are set by Party A in accordance with related standards. If Party B has borrowed the equipment inside the incubation site, the two parties shall hand over based on the property borrowing custody documents.
- II 、 Party B shall not sublease, lent, sell, or use other methods to let other people use all or part of the incubation site without the prior written approval of Party A.
- III 、 Party B can use Party A’s public facilities, but shall borrow it in accordance with Party A’s Public Facilities Management Regulation.
- IV 、 Party B may not use the incubation site in the way that violates the law, and no storage of hazards or illegal articles is allowed, and also no placement of any articles, advertisements, and retrofitted equipment in the staircases, passages, public areas, or necessary locations for fire safety.
- V 、 Party B shall properly keep the goods, decoration equipment and money inside the incubation room, and insure the necessary insurances such as fire insurance, and Party A shall not be responsible for the theft, damage or loss of the above articles and equipment for any reason.
- VI 、 If Party B may change, renovate, increase, or move interior design and facilities of the incubation site, it shall first attach the decoration plan, construction site plan, electromechanical distribution diagram and schedule in accordance with the relevant laws and regulations, and shall not start construction until receiving the written approval from Party A in advance, and the fee shall be fully afforded by Party B. During the term of construction, Party B shall be responsible for the safety of the site, and shall be under Party A’s supervising and obey government’s public safety codes and Party A’s management regulations. Party B shall hand over the copy of as-built drawings to Party A after completion of the construction, and may not operate until the examination and approval of Party

A, and the examination and approval of Party A will not exempt from the liabilities of Party B. The equipment established by Party B or the decorated equipment designed and set by Party A under Party B's commission shall be restored when the expiry or the termination of the contract, with the exception of Party A's notification, and Party B may not dismantle it and request any compensation; otherwise, Party B shall compensate Party A for damage and loss caused thereby.

VII 、 In the event that the equipment offered by Party A is faulty and unusable, Party B shall immediately notify Party A to handle it, and shall not dispose of it without authorization; otherwise, Party B shall be responsible for compensation if damage is caused thereby.

VIII 、 In the event that Party B's intentional negligence or other reasons that can be attributed to Party B, thereby causes damage and loss of Party A or other entering teams, Party B shall be fully liable for compensation, and guarantees Party A will be free from adversarial behaviors caused thereby. If Party A is subjected to litigation, Party B shall bear Party A's litigation expenses, attorney's fee and all the other expenses.

IX 、 Party B shall provide the goods required by Party A for its window display, and Party A shall be responsible for any damage, loss or theft.

X 、 In the events that the damage of Party A's equipment can be attributed to Party B's personnel, Party B shall be responsible for recovering it or compensating according to the costs, and the compensation costs can be deducted from Party B's security deposit.

XI 、 Party B's business secrets, technical paper and product formulas and other confidential documents should be properly kept by itself. Party A only provide access control system and is not responsible for individual management or storage.

Article 10 Personnel Management

I 、 Party B shall tabulate and send the names, resumes and photos of entry personnel to Party A for management and retention, and the replacement of the personnel shall be notified to Party A in advance in writing. Party B shall obtain the consent of the relevant personnel for the collection and use of the personal data mentioned above.

II 、 The expenses and compensation for damage and loss incurred by personnel of Party B shall be borne by Party B.

III 、 Personnel of Party B shall enter using access control system, and follow the rules

of Party A's management regulations.

- IV 、 Personnel of Party B shall accept education training activities hold by Party A, and the expenses shall afford by Party B.
- V 、 Party B shall insure its personnel in accordance with Act of Labor Insurance and National Health Insurance Act, and Occupational Injury and Disease Insurance to make up for the shortage of labor insurance benefits.
- VI 、 In the event of an occupational injury and disease of Party B's personnel at Party A's workplace, the compensation costs shall be fully afforded by Party B. Party A shall not be liable for any compensation.

Article 11 Disclaimer

Party B shall not ask Party A to compensate for the damage and loss suffered due to the following circumstances:

- I 、 Disasters that are not attributed to Party A, and cause Party A to stop using all or part of the incubation site for maintenance and preservation.
- II 、 Fires, floods, earthquakes, wind disasters, wars or other special events contributed by force majeure and labor disputes.
- III 、 Emergency blackout and the damage and loss of machine malfunction due to reasons other than Party A.
- IV 、 Government's compulsory behaviors based on competent authority, or plan changes and business changes due to changes, applications and explanations in laws and regulations.

Article 12 Laws & Regulations

Party B shall obey the laws, regulations and Part A's "National Taiwan Normal University Regulations for the Guidance, Management and Evaluation of Innovation and Incubation Centers" and use methods of incubation site during the term of the incubation guidance.

Article 13 Termination

- I 、 In the event that Party B breach "the regulations of the contract," "relevant regulations for the use of incubation site," "overdue payment of incubation fees more than twice," and "owing incubation fees for more than a month," Party A may notify Party B in writing to terminate the contract and forfeit security deposit as penalty payment. If Party A suffers other damage and loss, it may claim for reimbursement against Party B, and Party B shall not have any objection.

II 、 In the event that Party A terminates the contract due to Party B's breach of the preceding provisions, Party B shall move out the incubation site a month from the terminated date notified by Party A in writing, return the borrowed equipment, and restore the incubation site. During the relocated period, Party B shall pay the incubation fee of that month.

III 、 If Party B doesn't return the incubation site as agreed when the termination or expiry of the incubation guidance, articles left behind will be seen as wastes next month from the termination or expiry date of the contract, and Party A may dispose of them without prior notification, and Party B shall not have any objection. Party A may request that Party B afford site usage loss, management fees, and moving expenses during cleanup.

IV 、 The liabilities of the fees Party B shall afford will not be abolished due to the expiry or termination of the contract.

Article 14 Jurisdiction

Any matters that are not addressed in the contract shall be governed by laws and regulations of the Republic of China deemed relevant. Any and all disputes arising from the contract shall be submitted to the jurisdiction of Taipei District Court in the first instance.

Article 15 Supplementary Provisions

The contract is made in two copies, and each party shall hold one copy as an evidence.

Contractors

Party A: National Taiwan Normal University

Legal Representative: President _____

Address: No. 162, Sec. 1, Heping E. Rd., Da'an Dist., Taipei City

Phone: (02)7734-1111

Party B : Company

Person in Charge :

Address:

Phone:

Government uniform invoice number:

Signature Date: _____ (Y/M/D)