

# 元智大學研發成果與技術移轉管理施行細則

91.05.27	90 學年度第 18 次行政會議通過
91.12.30	91 學年度第 8 次行政會議修訂通過
92.03.24	91 學年度第 13 次行政會議修訂通過
98.11.16	98 學年度第 5 次行政會議修正通過
100.11.21	100 學年度第 6 次行政會議修訂通過
102.05.22	101 學年度第 18 次行政會議修正通過
102.11.13	102 學年度第 8 次行政會議修正通過
102.12.25	102 學年度第 11 次行政會議修正通過
103.04.02	102 學年度第 18 次行政會議修訂通過
104.01.07	103 學年度第 12 次行政會議修訂通過
104.11.04	104 學年度第 7 次行政會議修訂通過
106.11.07	106 學年度第 7 次行政會議修訂通過
108.05.08	107 學年度第 18 次行政會議修訂通過
111.08.03	111 學年度第 1 次行政會議修訂通過

第一條 依據「元智大學研發成果與技術移轉管理辦法」，特訂本施行細則。

第二條 權責單位

研究發展處（簡稱研發處）。

第三條 成果歸屬認定

- 一、本校同仁於受僱期間（包含學生於就學期間），從事職務相關業務之研發所產生的成果，其所有權均屬本校所有。
- 二、本校同仁於受僱期間（包含學生於就學期間），非利用本校資源所完成或所產生之發明、創作、技術資料等，其成果歸屬同仁。
- 三、本校委託、接受委託或與他人合作研發技術時，其衍生成果之歸屬，除政府規定應屬國家所有者外，應依契約約定之研發成果歸屬分配認定之。
- 四、執行政府委辦之專案計畫，所獲得之研發成果，其歸屬依政府相關規定辦理。

第四條 研發成果評量委員會

- 一、研發成果評量委員會由研發長擔任主任委員，置委員五至九人，產學合作組組長為當然委員，研發行政組組長得列席。本委員會得視業務需要，不定期舉行會議，由主任委員召集之。
- 二、委員由主任委員簽請校長聘任之，委員任期一年，屆期得續聘之。
- 三、本委員會討論之議題直接涉及委員自身權益者，該委員應迴避之。

第五條 研發成果評量委員會之職掌

- 一、審查智慧財產權申請、讓與、維護及技術移轉的案件，對於審查內容之相關技術具有保密之義務。
- 二、訂定專利申請、維護等各項費用之補助比例。
- 三、訂定技術移轉授權金及衍生利益之分配比例。

#### 四、其他相關事宜。

### 第六條 研發成果專利申請相關規定

#### 一、專利申請暨審查程序

- (一) 創作人所得研發成果申請發明專利，應填具「元智大學發明專利構想揭露書」及「元智大學研發成果發明人權益收入分配協議書」各1份（含電子檔），送研發處辦理審查。未依程序完成前揭作業者，本校得不予以受理。完成前揭作業者，由研發成果評量委員會進行審查，獲推薦者，依審查意見辦理專利申請，並至國家科學及技術委員會（簡稱國科會）資訊系統登錄相關研發成果。未獲推薦者，創作人得於修正後申請複審。
- (二) 未獲推薦之發明專利，而創作人擬自行申請者，須符合出資單位相關規範，並向研發處申報後，始得由創作人以本校為專利申請人自費申請，或公開揭露方式處理。俟取得專利權後應通知研發處，由研發處統籌管理推廣作業。
- (三) 創作人所得研發成果申請非發明專利時得以專利說明書取代專利構想揭露書，送本校研發成果評量委員會核備後向各國專利局提出申請。

#### 二、專利申請費用

申請專利各階段費用及其他必要費用（含專利代理人費用及其他依法令應繳納之專利規費），分攤原則如下：

- (一) 國科會計畫衍生發明專利者，扣除國科會補助後，由本校負擔 60%、發明人負擔 40%。
- (二) 一般產學合作計畫衍生發明專利者，應以契約明定費用的分攤方式。專利申請人或專利權人非本校者，創作人仍應檢附專利構想揭露書經研發成果評量委員會核備。
- (三) 自行研發或無任何機關補助的發明專利申請者，由本校負擔 60%、發明人負擔 40%。
- (四) 發明人非首次申請，於申請提出時，近 3 年內未有產學計畫、技術移轉或專利授權於校內立案者，則由本校負擔 40%、發明人負擔 60%。
- (五) 除發明專利外，其他型式之專利均不予以補助。

#### 三、發明專利維護管理

- (一) 本校發明專利經獲准後，其專利領證費用與前 3 年年費（美國專利前 3.5 年），發明人分攤 40%。第 4 年起，發明人需逐年提出維護申請建議，由研發處彙整提交研發成果評量委員會審議通過，維護費用第 4 年至第 5 年由發明人分攤 40%，第 6 年至第 8 年（美國專利 3.5 至 7.5 年）由發明人分攤 60%，第 9 年至第 10 年（美國專利 7.5 至 11.5 年）由發明人分攤 80%，第 11 年（美國專利 11.5 年後）起由發明人分攤 90%。
- (二) 經研發成果評量委員會評估後不予維護的發明專利，專利讓與及終止處理程序：
  1. 研發成果評量委員會審議評估無授權使用或技術服務效益，符合公益目的或促進整體產業發展、提升研發成果運用效益等原則，應以公平公開方式辦理公告讓與作業。

- 2.非政府資補助計畫或自行研發生之發明專利，公告讓與三個月後無人提出讓與或授權時，得終止繼續維護，該專利權將於維護年費有效期後自動消滅。
- 3.政府資補助計畫衍生之發明專利，如第三人請求讓與時，應送研發成果評量委員會議審議讓與條件，如審議通過後應備函檢具相關文件向資助機關申請讓與第三人。經資助機關同意者，其後之權益分配依第八條辦理；未獲同意者，應繼續專利維護管理。
- 4.經本校公告讓與後，逾三個月無人請求讓與時，得備函檢具相關文件呈報資助機關同意終止繳納維護費用。未獲資助機關審查同意者，應繼續專利維護管理。

(三) 經研發成果評量委員會評估後需繼續維護的發明專利，如發明人無法依本條第一款分攤時，由本校出資維護費用 100%者，其日後研發成果授權或技術移轉衍生之各項權益金依本細則第八條第二款辦理。

#### 四、專利之讓與及標售

- (一) 本校專利權讓與時，所需手續費由受讓人負擔之。
- (二) 本校專利經審議停止維護時，得由權責單位進行公開標售。
- (三) 標售價格之訂定，應考量專利費用及適當利潤。

五、政府委辦計畫之專利申請、讓與及維護處理，前述項目應依照委辦單位相關規定辦理。本細則與委辦單位規定不符者，於委辦單位公告日隔月起，依其規定實施。

六、本校與他人共有之專利權，其申請、讓與、維護之處理，應以契約明定之。

#### 第七條 研發成果授權與技術移轉原則

- 一、凡利用本校相關資源進行研究發展所獲得之成果不論取得專利與否，均應採保護措施，並適時尋求技術移轉商品化之機會。
- 二、本校研發成果授權可由業務承辦單位或發明（創作）人自行推廣，並以本校名義與廠商簽訂授權合約（需檢附「元智大學技術移轉經費分配表」），其合約之審查由權責單位負責。
- 三、本校研發成果進行技轉時，應符合下列規定：
  - (一) 以有償授權為原則。
  - (二) 以非專屬授權為原則，但有下列情事之一者，得申請專屬授權：
    1. 為避免業界不公平競爭而導致妨礙產業發展者。
    2. 技轉之研發成果須經政府長期審核始能上市之產品。
    3. 須投入鉅額資金繼續開發商品化技術者。
    4. 限定於一定期間、範圍及區域實施運用。
  - (三) 以國內廠商優先為原則，但有下列情事之一時，得授權國外廠商：
    1. 國內廠商無實施意願。
    2. 國內廠商實施能力不足。
    3. 不影響國內廠商之競爭力及國內技術發展。

四、技術移轉案件之相關人員應遵守利益迴避原則，不得假借職務上之權力、機會或方法，圖謀本人及其關係人之利益。發明（創作）人應依「元智大學研發成

果運用利益衝突迴避及資訊揭露管理辦法」主動揭露及迴避利益衝突情事。政府補助計畫所衍生之研發成果，政府訂有技轉利益迴避原則者，依其規定。

#### 第八條 技轉金分配與繳納

- 一、研發成果授權所得之簽約金、權利金，及技術作價股權等累積利潤分配，利益應依下列比例分配之：
  - (一) 已獲專利權之技術移轉或授權者：扣除校外人士之權益部份及授權所得10%以作為本校專利申請與維護成本後，餘額依本校35%、發明人及協助單位（如院、中心、系所及其他技轉單位）65%之比例分配，前述協助單位之貢獻認定由發明人建議之，但比例不可低於5%。
  - (二) 非專利化或專利申請中之技術移轉或授權者：扣除校外人士之權益部份後，餘額依本校15%、發明（創作）人及協助單位（如院、中心、系所及其他技轉單位）85%之比例分配，前述協助單位之貢獻認定由發明（創作）人建議之，但比例不可低於5%。
- 二、發明人無法分攤年費時，由本校繼續維護的專利，日後其研發成果授權或技術移轉衍生之各項權益金，本校佔80%，發明人佔20%。
- 三、前述各項成果收入費用若需回饋資助機關者，應於收入總額進款完成後三個月內完成回饋相關程序，若無法如期完成，創作人應於期間內向權責單位及資助機關提出說明。

#### 第九條 例外條款

- 一、研發成果如係執行業務之集體創作或學生個人之論文創作，創作人不得依本辦法第八條第一款主張其權益之分配。
- 二、創作人出版書刊之版稅所得全部為創作人所有，不受本辦法第八條第一款之約束。
- 三、除前兩項規定之情形外，若研發成果為著作，例如職務上完成之各式調查問卷、積體電路佈局、教學用之視聽著作或電腦程式著作及其手冊、說明等其著作財產權仍歸屬本校享有，著作人格權歸屬創作人。
- 四、智慧財產權之權益分配，如因特殊原因無法依本施行細則處理時，應另外以合約與發明（創作）人訂定之。

#### 第十條 創作人之義務

- 一、研發時應注意不得侵害他人智慧財產權。因抄襲等不法手段獲得專利，以致侵害他人權益時，創作人應負一切責任。
- 二、創作人於智慧財產權申請、審查、異議、訴願、行政訴訟及司法訴訟等程序中應對其創作內容負答辯之責任。
- 三、創作人應配合智慧財產權之承辦單位實施該創作之推廣運用。
- 四、本校各項智慧財產權，本校教職員與各單位因教學與行政需要得無償使用。

#### 第十一條 研發成果管理及保密義務

- 一、創作人及參與研究之人員應於研究紀錄中詳實填寫與發明有關之資料。
- 二、定期盤點研發成果，並檢討研發成果繼續維護之必要性。
- 三、對於列為機密之計畫、文件、圖表等，相關研發人員、權責單位及研發成果評量委員會委員及參與會務之人員應恪以守密義務，不得洩漏，並妥善保存

相關資料；如因自己過失洩漏或知悉他人洩漏時，應立即告知本校。

四、本校教職員工或學生於聘約終止後兩年內，非經書面同意，不得為自己或他人從事或經營有損本校有關研發方面權益之行為。

五、相關承辦人員對於資料之流通、銷毀應嚴守保密原則。

六、依本細則揭露之個人資料，僅使用於實施本細則之範圍內，並依個人資料保護法予以保護。

七、權責主管單位應規劃適當訓練課程，以加強智財保護、利益衝突迴避及資訊揭露之認知與瞭解。

#### 第十二條 迴避條款

權責單位、研發成果評量委員會及其他參與人員有下列情事之一者，應主動迴避：

一、為發明人或創作人之本人或其配偶、前配偶，或三親等內之血親或姻親，或曾有此親屬關係者。

二、本人或其配偶、前配偶，就該研發成果與發明人（創作）人有共同權利關係者。

三、現在或曾為該研發成果發明（創作）人之法定代理人。

四、有其他利害關係致有偏頗之虞者。

#### 第十三條 智慧財產權侵權之處理

本校智慧財產權遭人侵害時，應由發明（創作）人提供具體之事實後，由權責單位備齊相關文件交由本校法律顧問辦理，本校各單位應全力協助之。

#### 第十四條 爭議案件處理原則

對於研發成果評量委員會決議之案件，如認為違法或不當，致損害發明（創作）人其權益時，得提研發成果評量委員會再審，再審不服者，可依「元智大學教師申訴評議委員會組織及評議辦法」提出申訴。

#### 第十五條 違反規定之處理原則

一、發明（創作）人如有違反本施行細則各項規定之情事，各級教評會、倫理委員會等權責單位得按情節輕重議處。

二、其他相關人員如有違反本施行細則各項規定之情事，將提交職工人事評議委員會按情節輕重議處。

#### 第十六條 重大案件之內部及外部通報程序

如發生情節重大之案件，應由本權責單位主動通知研發成果評量委員會審議後，再行通報出資機關，以共同確保各方權益。

#### 第十七條 本細則經行政會議通過後實施，修正時亦同。

**Yuan Ze University (YZU):**  
**Implementation rules for “YZU’s Regulations on the Management of Research and Development (R&D) Results and Technology Transfers”**

May 27, 2002: Adopted at the 18th Administrative Council Meeting, Academic Year 2001

Dec 30, 2002: Revised and adopted at the 8th Administrative Council Meeting, Academic Year 2002

Mar 24, 2003: Revised and adopted at the 13th Administrative Council Meeting, Academic Year 2002

Nov 19, 2009: Revised and adopted at the 5th Administrative Council Meeting, Academic Year 2009

Nov 21, 2011: Revised and adopted at the 6th Administrative Council Meeting, Academic Year 2011

May 22, 2013: Revised and adopted at the 18th Administrative Council Meeting, Academic Year 2012

Nov 13, 2013: Revised and adopted at the 8th Administrative Council Meeting, Academic Year 2013

Dec 25, 2013: Revised and adopted at the 11th Administrative Council Meeting, Academic Year 2013

Apr 2, 2014: Revised and adopted at the 18th Administrative Council Meeting, Academic Year 2013

Jan 7, 2015: Revised and adopted at the 12th Administrative Council Meeting, Academic Year 2014

Nov 4, 2015: Revised and adopted at the 7th Administrative Council Meeting, Academic Year 2015

Nov 7, 2017: Revised and adopted at the 7th Administrative Council Meeting, Academic Year 2017

May 8, 2019: Revised and adopted at the 18th Administrative Council Meeting, Academic Year 2018

Aug 3, 2022: Revised and adopted at the 1st Administrative Council Meeting, Academic Year 2022

Article 1 These implementation rules are formulated in accordance with “YZU’s Regulations on the Management of R&D Results and Technology Transfers.”

Article 2 Unit in charge: Office of Research and Development (ORD).

Article 3 Identification of ownership of the R&D results

1. YZU shall have ownership of all R&D results produced by YZU personnel during their period of employment (including students when they are schooling) and which arise from work-related businesses.
2. Inventions, creations, and technological information by YZU personnel that are not completed or produced using YZU’s resources during their period of employment (including students when they are schooling) shall belong to their fellow colleagues.
3. When YZU commissions, accepts commissions from, or collaborates with other parties to develop technology, the ownership of the R&D results shall be determined in accordance with the attribution and distribution of the R&D results as stipulated in the contractual documents, unless the government mandates that these should belong to the state.
4. The ownership of R&D results produced through the implementation of special projects and plans commissioned by the government shall be handled in accordance with the relevant governmental regulations.

Article 4 Committee for Evaluating R&D Results (CERR)

1. The CERR shall be chaired by the Dean, ORD and shall comprise 5–9 committee members, which are to include the leader of the Industry–Academia Collaboration

Group and the head of the ORD's Administrative Group. The CERR may hold meetings from time to time depending on business needs, which shall be convened by the chairman.

2. The names of the selected committee members shall be submitted by the chairperson to YZU's President for approval prior to their appointment. The term of office is one year but it may be renewed upon expiry.
3. When the topics discussed by the CERR involves the rights and interests of specific committee members, those affected shall excuse themselves from the discussions.

#### Article 5 Duties of the CERR

1. When reviewing the applications, assignments, and maintenance of intellectual property rights, and cases of technology transfers, the committee is obliged to maintain the confidentiality of the technologies and contents being reviewed.
2. The committee shall determine the proportion of subsidies to be allocated to the various expenses, such as the applications and maintenance of patents.
3. The committee shall determine the proportion of distribution for the authorization fees and derivative benefits from technology transfers.
4. Other related matters.

#### Article 6 Regulations on patent applications for R&D results

1. Application and review procedures for patents:
  - i. When applying to patent an invention related to their R&D results, the inventors/creators shall complete one copy each of "YZU's Disclosure Letter for the Patent Concept" and "YZU's Agreement for the Distribution of Equity Income among the Inventors/Creators for Their R&D Results" (including electronic files), which shall be submitted to the ORD for review. Those who do not comply with the aforementioned procedures shall have their applications rejected. Eligible applications shall be reviewed by the CERR before it decides whether to make a recommendation or not. Successful inventors/creators shall apply for their patents according to the review opinions and register the relevant R&D results in the information system of the National Science and Technology Council (NSTC). Unsuccessful inventors/creators may apply for another review after making the necessary amendments.
  - ii. When inventors/creators intend to patent those inventions that have not been recommended by the CERR, they shall comply with the related regulations of the funding units and submit their applications to the ORD. Only then may the inventors/creators apply for the patents at their own expenses, stating YZU as the patent applicant. Alternatively, they may proceed using the method of public disclosure. The ORD shall be notified after the patent right has been obtained, after which it will coordinate and manage related publicity matters.
  - iii. When applying for a non-patent for the R&D results produced by the inventors/creators, the "Patent Specification Form" may be used instead of "YZU's Disclosure Letter for the Patent Concept." The application shall be submitted to the CERR for approval before being submitted to the patent offices of the various countries.
2. Patent application fees

For the various stages of patent application, the principles for the apportionment of the patent application fees and other necessary fees (including the fees for the patent attorney and other patent fees payable in accordance with the laws and regulations) shall be as follows:

  - i. For patents of inventions derived from NSTC's research projects, the NSTC subsidy shall be deducted first, after which YZU and the inventors/creators shall bear 60% and 40% of the fees, respectively.
  - ii. The apportionment method for expenses as specified in the contractual documents shall be adopted for general industry-academia collaboration projects that have produce patentable inventions. If YZU is not the patent applicant or

- patentee, the inventors/creators shall still submit “YZU’s Disclosure Letter for the Patent Concept” for approval by the CERR.
- iii. When applying for patents for inventions that are developed by the inventors/creators themselves or with no government subsidy received, YZU and the inventors/creators shall bear 60% and 40% of the fees, respectively.
  - iv. If it is not the first application by the inventors/creators, and there is no industry–academia university project, technology transfer, or patent authorization filed in YZU within the past three years, YZU and the inventors/creators shall bear 40% and 60% of the fees, respectively, upon submission of the application.
  - v. Except for patents for inventions, all other types of patents shall not be subsidized.
3. Maintenance and management of patents for inventions
- i. After YZU’s patents are approved, the inventors/creators shall share 40% of the patent licensing fees and the fees for the first 3 years (the first 3.5 years for United States patents). From the 4th year onward, the inventors/creators shall submit annual application proposals for the maintenance fees. The ORD shall compile all the proposals and submit them to the CERR for review and approval. The inventors/creators shall bear 40% of the maintenance fees from the 4th to 5th year, 60% of the fees from the 6th to 8th year (3.5th to 7.5th year for United States patents), 80% of the fees from the 9th to 10th year (7.5th to 11.5th year for United States patents), and 90% of the fees from the 11th year (11.5th year for United States patents) onward.
  - ii. For patents of inventions that are not recommended by the CERR after evaluation, the procedures for patent transfers and terminations shall be as follows:
    - a. Matters relating to the announcements and transfers shall be handled in a fair and open manner for patents that the CERR has deliberated and evaluated to have no benefits in terms of authorized use or technical services, nor conform to the principles of having public welfare purposes or promoting overall industrial development and enhancing the efficiency of using the R&D results.
    - b. Public announcements shall be made for patents of inventions derived from programs that are not funded or subsidized by the government or are self-developed. If there is no proposal for a transfer or authorization after three months, patent maintenance shall be terminated and the patent right shall automatically expire when the validity of the annual maintenance fees is passed.
    - c. For patents of inventions produced from programs receiving government subsidies, submissions shall be made to the CERR for it to review the conditions if a third party requests a transfer. If approval is granted after the review, a letter shall be prepared with the relevant documents attached for submission to the funding agency to apply for transfer to a third party. Upon the approval of the funding agency, the subsequent distribution of rights and interests shall be handled in accordance with Article 8 of these implementation rules. Patent maintenance and management shall continue if approval is not granted.
    - d. After YZU has made public announcements of a transfer being available and there is no request received within three months, a letter shall be prepared with the relevant documents attached for submission to the funding agency to seek its agreement to terminate the payment of maintenance fees. Patent maintenance and management shall continue if approval is not granted by the funding agency.
    - e. For patents of inventions that the CERR has evaluated to require maintenance and the fees cannot be apportioned among the inventors/creators in accordance with Item i of this point, YZU shall fund 100% of the maintenance



fees. The rights and interests being derived from the authorization of the R&D results or technology transfers in the future shall be handled in accordance with Item 2 of Article 8 of these implementation rules.

4. Assignment and auction of patents
  - i. The necessary handling fee shall be borne by the transferee when YZU's patent rights are being transferred.
  - ii. When the maintenance of YZU's patents is terminated after deliberation, public auctions of such patents may be conducted by the units in charge.
  - iii. The determination of the bidding price shall take into account the patent fees and appropriate profits.
5. The application, transfer, and maintenance of patent rights produced by government-commissioned projects shall be handled in accordance with the relevant regulations of the commissioning units. If these implementation rules are inconsistent with the regulations of the commissioning units, the various processes shall be implemented in accordance with the regulations of the commissioning units from the month following the announcement date.
6. The procedures for the application, transfer, and maintenance of patent rights shared by YZU and other parties shall be clearly stipulated in the contractual documents.

#### Article 7 Principles for the authorizations and technology transfers of R&D results

1. Measures shall be taken to protect all results obtained through R&D and those that have utilized YZU's related resources, regardless of whether those results have been patented or not. Opportunities for technology transfers and commercialization shall also be sought in a timely manner.
2. The authorization of YZU's R&D results may be promoted by the organizing units or the inventors/creators themselves. Contracts of authorization with manufacturers shall be signed in YZU's name (the "YZU Form for Allocation of Funds from Technology Transfers" must be attached). The contractual documents shall be reviewed by the units in charge.
3. The following regulations shall be complied with when transferring YZU's R&D results:
  - i. The transfers shall be based on the principle of paid authorization.
  - ii. The transfers shall be based on the principle of non-exclusive authorization. However, application for exclusive authorization may be submitted under one of the following circumstances:
    - a. When unfair competition in the industry, which will hinder the industry's development, has to be prevented.
    - b. When the products arising from the technology transfers of R&D results cannot be launched in the market for a long time due to the necessary reviews and approvals by the government.
    - c. When huge capital investments are required for continuous developments before the related technologies can be commercialized.
    - d. When the implementation and application of the R&D results are limited to a certain period, scope, or geographical area.
  - iii. Domestic manufacturers shall be accorded priority by principle. However, foreign manufacturers may be authorized under one of the following circumstances:
    - a. When domestic manufacturers do not have any implementation intentions.
    - b. When domestic manufacturers lack the implementation capabilities.
    - c. When the competitiveness of domestic manufacturers and the development of domestic technologies are not affected.
    - d. The personnel involved in the technology transfer cases shall abide by the principle of avoidance of interests and shall not pursue their own interests and that of parties related to them by exploiting the authority, opportunities, or methods that come with their positions. Inventors/creators shall actively

disclose and avoid all conflicts of interest in accordance with “YZU’s Regulations for Avoidance of Conflicts of Interests and Management of Information Disclosure when Utilizing R&D Results.” For R&D results derived from projects that are funded by government subsidies, the relevant regulations shall be complied with if the government has established the principle of avoiding the benefits of technology transfers.

Article 8 Allocation and payment of funds from technology transfers

1. The distribution of cumulative profits and benefits—such as signing bonuses, royalties, and technology-valued equity—obtained from the authorization of R&D results shall be in accordance with the following proportions:
  - i. Transfer or authorization of patented technologies: 10% of the rights, interests, and authorization income of parties external to YZU shall be deducted to offset the costs for patent application and maintenance by YZU. The balance amount shall be distributed according to the proportions of 35% to YZU and 65% to the inventors/creators and assisting units (such as colleges, centers, departments, and other technical transfer units). The inventors/creators shall suggest the contributions made by the aforementioned assisting units, although the proportion shall not be lower than 5%.
  - ii. Non-patentization or technology transfers and authorizations during patent applications: After deducting the rights and interests of the parties external to YZU, the balance amount shall be distributed according to the proportions of 15% to YZU and 85% to the inventors/creators and assisting units (such as colleges, centers, departments, and other technical transfer units). The inventors/creators shall suggest the contributions made by the aforementioned assisting units, although the proportion shall not be lower than 5%.
2. YZU shall continue to maintain the patents when the inventors/creators are unable to continue paying the annual fees. YZU shall be accorded 80% of the rights and interests to be derived from the authorization of the related R&D results or technology transfers in the future, whereas the inventors/creators shall be accorded the balance 20%.
3. If the aforementioned incomes from the R&D results must be returned to the funding agencies, the relevant procedures for the return shall be completed within three months from the receipt of the total incomes. If the process cannot be completed on schedule, the inventors/creators shall submit their explanations to the units in charge and the funding agencies within the stipulated period.

Article 9 Exceptions

1. When the R&D results comprise of group creations during job implementation or thesis creations of individual students, the inventors/creators shall not claim any distribution of rights and interests as stipulated in Item 1 of Article 8 of these implementation rules.
2. All the royalties earned by the inventors/creators from the publishing of books and periodicals shall belong to the inventors/creators and are not bound by Item 1 of Article 8 of these implementation rules.
3. In addition to the circumstances specified in the preceding two items, if the R&D results are works (such as various survey questionnaires completed on the job, integrated circuit layouts, audio-visual works for teaching, or computer programs and their manuals and instructions), the property rights of the works shall belong to YZU whereas the personality rights of the works shall belong to the inventors/creators.
4. When distribution of the rights and interests pertaining to intellectual property rights cannot be handled in accordance with these implementation rules owing to special reasons, the distribution shall be stipulated in separate contractual documents with the inventors/creators.

Article 10 Obligations of the inventors/creators

1. Care shall be taken not to infringe the intellectual property rights of other parties during R&D. The inventors/creators shall bear all responsibilities when patents are obtained through illegal means (such as plagiarism) that infringe the rights and interests of other parties.
2. Inventors/creators shall be responsible for defending the content of their creations during the various procedures, including the application, examination, objection, and petition for intellectual property rights, as well as administrative and judicial litigations.
3. Inventors/creators shall cooperate with the units in charge of the intellectual property rights to promote and utilize their creations.
4. All intellectual property rights of YZU shall be available free of charge for utilization by YZU staff and units to meet teaching and administrative needs.

Article 11 Management of R&D results and obligations to maintain confidentiality

1. Inventors/creators and those participating in the research projects shall keep proper research records listing detailed information related to the inventions.
2. They shall take stock of the R&D results regularly and review the need for continued maintenance of those results.
3. The relevant R&D personnel, units in charge, CERR members, and personnel participating in conference matters shall strictly abide by the obligation to maintain the confidentiality of plans, documents, and charts classified as confidential, as well as not disclose them but properly safeguard the relevant information. They shall inform YZU immediately in case of any leakages due to their own fault or if they learn of any leakages by other parties.
4. YZU teaching staff or students shall not engage in or conduct activities for themselves or others without prior written consent within two years after the termination of their employment contracts that may damage YZU's rights and interests in relation to R&D matters.
5. The relevant contractors shall strictly abide by the principle of confidentiality in the circulation and destruction of information.
6. The personal data disclosed in accordance with these rules shall only be used within the scope of their implementation and shall be protected in accordance with the "Personal Data Protection Act."
7. The authorities in charge shall plan the appropriate training courses to strengthen awareness and understanding on protecting intellectual property rights, avoiding conflicts of interest, and disclosures of information.

Article 12 Avoidance clause

The units in charge, CERR, and other participants shall avoid any active participation under any one of the following circumstances:

1. The inventors/creators themselves or their spouses, ex-spouses, or relatives by blood or marriage within three degree of kinships, or who have had such kinships.
2. The persons themselves or their spouses or ex-spouses have joint rights of the R&D results with the inventors/creators.
3. Current or former legal representatives of the inventors/creators of the R&D results.
4. Those parties who have any other interests that may cause bias.

Article 13 Handling of infringements of intellectual property rights

When YZU's intellectual property rights are infringed upon, the inventors/creators shall provide the specific facts and the units in charge shall prepare the relevant documents and submit these to YZU's legal counsel to handle the cases. All YZU units shall provide their full assistance.

- Article 14 Principles for the handling of dispute cases  
For cases that the CERR have deemed to be illegal or inappropriate and which cause damage to the rights and interests of the inventors/creators, the party concerned may submit a request to the CERR for a retrial. If the party is still dissatisfied with the results of the retrial, a complaint may be lodged according to the “Organizational and Appraisal Methods for YZU’s Faculty Members to Appeal to the Grievance Review Committee.”
- Article 15 Principles for handling violations of the regulations
1. When the provisions of these implementation rules have been violated by the inventors/creators, the units in charge—including the various levels of teaching evaluation committees and the ethics committee—shall deliberate the cases and if necessary, mete out the punishments according to the severity of the circumstances.
  2. When the provisions of these implementation rules have been violated by other related personnel, the cases shall be referred to the Staff and Personnel Appraisal Committee for deliberation. If necessary, the committee shall mete out the punishments according to the severity of the circumstances.
- Article 16 Internal and external reporting procedures for major cases  
In the event of serious cases, the units in charge shall initiate a notification to the CERR. Upon the committee’s deliberation, the funding agencies shall be notified to jointly ensure that the rights and interests of all parties concerned are protected.
- Article 17 These implementation rules, as well as all subsequent revisions therewith, shall be duly adopted by the Administrative Council prior to implementation.