**Fu Jen Catholic University**

**Regulations Governing the Results of Research and Development and Technology Transfer**

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**Chapter One: General Provisions**

Article 1

The University formulated these Regulations in order to effectively manage and employ the results of research and development (hereinafter “R&D results”), encourage innovation, raise the level of scholarship on campus, and promote industry development and the greater public good. The Fundamental Science and Technology Act and Government Scientific and Technological Research and Development Results Ownership and Utilization Regulation were consulted in the drafting of these Regulations.

Article 2

The definitions of terms used in these Regulations are as follows:

* + - 1. R&D results means all knowledge, technology, publications, prototypes, physical designs, patents, copyrights, trademarks, integrated circuit deployments, computer software, trade secrets, and other forms of technical information and intellectual property produced through research and development.
			2. University personnel means paid full-time faculty, staff, and research fellows (including contracted researchers and research assistants).
			3. University resources means the University’s facilities, equipment, materials, personnel, and name, as well as other resources which are specified in collaborative agreements with industry as belonging to the University.
			4. Costs for the deposit of biological materials means all costs produced through the deposit of biological materials required for patent applications.
			5. Patent fees means fees incurred during the process of applying for, or maintaining, a patent, such as application fees and fees for corrections, pleas, patent certificates, annuities, services, and other related fees which must be paid in accordance with regulations.
			6. Technology transfer means licensing R&D results to another party or transferring or assigning related rights to another party.
			7. Income produced by R&D results means income derived from licensing, transferring, or assigning R&D results, including, but not limited to, initial payments upon signing an agreement, licensing fees, royalties, earnings derived from retail, equity in exchange for technology, as well as compensation, reparations, settlements, default penalties and other income of a similar nature produced through coordination, mediation, settlement, arbitration, litigation and other dispute resolution mechanisms.
			8. Net income means the amount of income produced through R&D results and which remains after the subtraction of required taxes, advertising fees, patent fees, total costs, and the portion of income distributed to a sponsoring organization as defined in an agreement. The maximum deductible for income produced by an R&D result is forty percent (40%). Shortages may be deducted from income earned through the licensing or transfer of the same piece of technology.
			9. Intellectual property and management costs means all operating costs associated with the promotion of technology transfer for R&D results; fifteen percent (15%) of net income is allocated to the development funds of the Office of Research and Development.

Article 3: Administrative and Review Bodies

1. Management, use, and promotion of R&D results are managed by the Office of Research and Development. Patent applications, patent maintenance, technology transfer, and the distribution of income are managed in accordance with these Regulations.
2. The Technology Transfer and Patent Committee (hereinafter “the Committee”) has been established in order to review patent applications and cases of technology transfer, as well as to enhance the benefits produced through the use of R&D results. The composition, duties, and operations of the Committee are as follows:
3. The Committee is composed of seven to fifteen members, with the Vice-President for Academic Affairs serving as Chair. Other members include the Director of Research and Development, related College Deans, the Director of the Business Incubation Center, and two to three experts from on- or off-campus. Based on need, Inventors or Creators of R&D results may be invited to attend meetings. Committee members are appointed by the President to serve one term of two years, and may be reappointed. The experts from on- or off-campus may be appointed to serve as Committee members for individual cases. If a College Dean is unable to serve as Committee member, they may recommend a replacement to be appointed by the President.
4. The Committee may convene meetings at irregular intervals based on operational needs.
5. Committee members are obligated to maintain confidentiality for each case reviewed. A member who is personally interested in a case must recuse him or herself.
6. Committee members have the following duties:
7. To assess the prospects of commercializing R&D results;
8. To develop strategies for technology transfer;
9. To manage the application for, maintenance of, and assignment of patent rights;
10. To handle other matters related to patents and technology transfer.

Article 4

The University owns intellectual property rights for research results produced by an Inventor or Creator within the scope of their professional duties at the University; where an agreement stipulates otherwise, the agreement prevails.

The Inventor or Creator holds the right of attribution for the intellectual property rights described in the preceding paragraph.

R&D results produced within the scope of professional duties as described in paragraph one refers to the production of R&D results by an Inventor or Creator in the following circumstances:

1. R&D results were sponsored by, commissioned by, or received investment from the University.
2. R&D results were sponsored by, commissioned by, or received investment from a government agency.
3. R&D results were produced though work for which the University was commissioned other than that described in the preceding subparagraph.

Article 5

The Inventor or Creator owns the intellectual property rights for R&D results produced outside the scope of their professional duties at the University.

Upon producing the R&D results described in the preceding paragraph, the Inventor or Creator must submit written notification to the Office of Research and Development, as well as provide details of the production process. R&D results will be considered as produced within the scope of the Inventor or Creator’s professional duties if no notification is submitted.

Upon receiving the notification described in the preceding paragraph, the Office of Research and Development will conduct a review to confirm ownership rights.

**Chapter Two: Applications for and the Maintenance, Assignment, and Termination of Patent Rights**

Article 6

The Inventor or Creator must cooperate in performing the following the procedures after producing R&D results within the scope of their professional duties at the University:

1. The Inventor or Creator will complete all forms which are required to make a patent application and then submit them to the Office of Research and Development.
2. After receiving the forms described above, the Office will confirm that the forms are error-free, and then forward them to an expert for review. All expert reviewers must sign a confidentiality agreement.
3. If the expert reviewer grants endorsement, their written recommendations will be organized by the Office of Research and Development and forwarded to the Committee. Following review, the Committee will decide whether or not to apply for a patent.
4. After the Committee decides to apply for a patent, the University will commission a patent office to manage the application and related procedures. Patent fees will be handled in accordance with Article 9.
5. If, due to time-dependent factors an application must be made before a review is complete, or the patent application was not approved by the Committee, the Creator or Inventor may notify the Office and then, on behalf of the University (i.e. the University is the patentee), submit a patent application. Related costs will be borne by the Inventor or Creator.
6. The Inventor or Creator must notify the Office of Research and Development within three months of obtaining patent rights on the University’s behalf. The Committee will assess whether or not the University will manage, maintain, and promote the patent.
7. If the Committee decides that the University should manage, maintain, and promote the intellectual property rights described in the preceding paragraph, the University may provide a reimbursement in accordance with Article 9, provided that the Inventor or Creator provides all original receipts and related documents. If the University decides not to manage, maintain, and promote the intellectual property rights, the intellectual property rights may be assigned to the Inventor or Creator free of charge.

Article 7

The Inventor or Creator must follow the steps below in order to assign patent rights for R&D results produced with University resources or within the scope of their professional duties at the University:

1. If an Inventor or Creator made a patent application on their own, they must assign the patent to the University within three months of obtaining patent rights, and provide written notification of this assignment to the Office of Research and Development.
2. If an Inventor or Creator obtains a patent, but does not assign patent rights to the University as required in these Regulations, the Office of Research and Development may seek to recover the patent from the Inventor or Creator. The Inventor or Creator is liable for all costs incurred during the recovery process.
3. After the Inventor or Creator assigns patent rights and the review procedures described in Article 6 are complete, the University will pay fees for the assignment of patent rights. The costs of patent fees will be shared in accordance with Article 9.
4. The University may decline to recover a patent because the patent is close to expiration; there are no obvious opportunities for technology transfer; or there exist other factors detrimental to University interests.

Article 8

The University must review a potential patent based on the invention, the individual assessment of the Inventor or Creator, search results of prior art, and the opinions of experts. Based on financial costs, the University will evaluate the patentability and potential commercial value of the R&D results.

The Committee must decide the details of cost-sharing and in which country to make a patent application based on the commercial value of the invention, the Inventor or Creator’s record of patent applications and technology transfer agreements, the University budget, and how the patent relates to key University projects.

Article 9

After the Committee has decided to apply for a patent, associated costs will be shared in accordance with the following principles:

1. After subtracting funds provided by the sponsoring organization, remaining patents costs will be shared as follows: fifty percent (50%) by the University; and fifty percent (50%) by the Inventor or Creator.
2. During the review process, if the Inventor or Creator submits a supplement, amendment, or plea, costs incurred for the first two instances will be shared according to the proportion in the preceding subparagraph. The Inventor or Creator will be liable for all associated costs for the third instance and afterward. Once a patent has been granted, the Inventor or Creator will be reimbursed based on the proportion described in the preceding subparagraph.
3. If a third party was to be wholly responsible for costs, but there remain outstanding costs, the Inventor or Creator is liable.
4. Under unique circumstances, ad hoc requests may be submitted to the President. Following approval, the situation will be handled in accordance with the request.

Article 10

Principles for the maintenance, termination, and assignment of patent rights are as follows:

1. After a patent is granted, it is owned by the University. Except where legislation stipulates otherwise, the maintenance period of a patent is three years. Beginning the fourth year, the Office of Research and Development will have the Committee review the patent every three years in order to discuss the necessity of maintaining the patent.
2. If the Committee recommends continued maintenance of the patent, the University may renew the patent. Maintenance fees will be handled in accordance with the preceding Article. If the University decides not to renew the patent, the Inventor or Creator may decide to individually renew the patent. Costs will be shared as follows: the Inventor or Creator is liable for ninety percent (90%) of the costs, and the University is liable for ten percent (10%). The University maintains ownership of the patent, and will assist with the promotion and use of R&D results. Income will be distributed in accordance with Article 17.
3. With respect to R&D results produced through a project sponsored by the Ministry of Science and Technology (MOST), following a period of promotion, the Office of Research and Development may assess whether or not to assign the patent, and then announce related details. The Office of Research and Development must obtain permission from MOST before assigning the patent to an interested third party.
4. If no party has expressed an interest in acquiring the patent following three months of the announcement described in the preceding subparagraph, the Committee may conduct a review in accordance with the first paragraph and then submit written notification to MOST requesting the termination of patent maintenance.
5. The assignment and termination of patents for R&D products owned by different government agencies will be handled in accordance with the procedures of the agency in question.
6. Following the departure, retirement, or death of the Representative of R&D results, if co-developers or co-creators are unwilling to assume the role of Representative, the Office of Research and Development will handle the situation in accordance with the procedures described in subparagraph one.
7. Where the University co-owns patent rights with a third party, specifics on the maintenance and termination of the patent must be specified in the agreements.

**Chapter Three: Technology Transfer, Licensing, and Assignment**

Article 11

Principles for the promotion and commission of R&D results are as follows:

1. The Office of Research and Development will announce the terms of technology transfer and other information related to R&D results on the University website and other websites.
2. The Office of Research and Development may be commissioned to promote R&D results by a public or private higher education institution or another organization. Except where legislation or agreements stipulate otherwise, the Office of Research and Development must collect the amount required to cover service costs and related expenses from the income derived from technology transfer agreements.
3. The Office of Research and Development may commission an organization off-campus to promote R&D results. Except where legislation or agreements stipulate otherwise, the Office of Research and Development may use income derived from promotion to cover the expenses of the program/division that received the commission.
4. An Inventor or Creator that produces R&D results outside the scope of their professional duties at the University may request assistance from the University in promoting the piece of technology. Details of promotion and income distribution will be stipulated in an agreement.

Article 12

Principles of technology transfer are as follows:

1. In principle, licenses require financial compensation.
2. Domestic manufacturers will be given priority consideration; they must produce or utilize the technology domestically.
3. If the conditions described in the preceding subparagraph cannot be fulfilled, the requirements below must be satisfied before a license is granted to a foreign party or for the production or use of the technology outside of Taiwan (R.O.C.):
	* + - 1. No domestic party is interested;
				2. No domestic party is capable;
				3. There will be no impact on the competitiveness of domestic manufacturers or on domestic technological development;
				4. Licensing to a foreign party will be more beneficial to comprehensive domestic growth.
4. In principle, licenses are non-exclusive. However, an exclusive license may be granted on an ad hoc basis under one of the following conditions:
5. It will prevent impediments to industrial development due to unfair competition.
6. Long-term government review is required before the transferred technology can be sold on the market.
7. Large-scale investment is required to commercialize the transferred technology.

Article 13

Technology Transfer Agreements must clearly specify the following details:

1. The goals and specifics of technology transfer;
2. The scope, region, and period of validity of the license, and restrictions on investment;
3. Conditions and methods of payment;
4. Rights and obligations;
5. Default clauses;
6. Conflict of interest and recusal guidelines;
7. Confidentiality obligations;
8. Applicable laws and the court of competent jurisdiction;
9. Other matters that require documentation in writing.

Article 14

The University may hold open bids for technology transfer. If the Inventor or Creator personally selects a manufacturer, they must first notify the Office of Research and Development before proceeding with the technology transfer licensing agreement.

1. Based on the nature of individual cases, the Office of Research and Development may use R&D results for licensing, assignment, investment, or joint development.
2. The Inventor or Creator and the Office of Research and Development must adopt measures to protect R&D results and seek opportunities for technology transfer and commercialization in accordance with the principles listed in Article 11.
3. Before employing R&D results, the Office of Research and Development may, based on the nature of the R&D results and technological field involved, invite the Inventor or Creator and other personnel to decide how to utilize and calculate the value of the R&D results. This decision will be submitted to the Committee for review and will serve as a reference for collaborative and licensing agreements.
4. Once signed, agreements are managed by the Office of Research and Development. If a signatory does not fulfill the obligations stipulated in the agreement, the Office must remind them of their contractual obligations. If a change of circumstances necessitates additions, deletions, or the alteration of the agreement, then, following negotiations, a supplementary agreement may be drawn up to make modifications.

Article 15

Necessary forms must be completed by the Inventor, Creator, or manufacturer for all R&D results which are owned by the University and which possess potential for technology transfer. These forms must be submitted to the Office of Research and Development. Procedures are outlined below:

1. The Inventor or Creator must complete the Fu Jen Catholic University R&D Conflict of Interest and Information Disclosure Form.
2. The manufacturer must submit the forms listed in the announcement for technology transfer.
3. The Committee must review and approve the assignment of patent rights.
4. An agreement is signed. An agreement that involves the assignment of patent rights must be legally registered.
5. The Office of Research and Development will collect remuneration based on the terms of the agreement mentioned in the preceding subparagraph, and distribute it accordingly.

Article 16

If the licensee or manufacturer requires the use of the University name or trademarks for commercial purposes, they must obtain a license or written authorization from the University in advance. Applications must be made in accordance with University procedures.

**Chapter 4: Income**

Article 17

Except where otherwise stipulated in an agreement, intellectual property and management costs will be subtracted from income, and then net income will be distributed in accordance with the following principles:

1. Income earned from R&D results protected by a patent will be distributed as follows: the University receives thirty-five percent (35%), the Inventor or Creator receives sixty percent (60%), and the program (college, department, graduate institute, center) of the Inventor or Creator receives five percent (5%). If the collaborating enterprise covers all costs related to patent applications, income will be distributed as follows: the University receives fifteen percent (15%); the Inventor or Creator receives eighty percent (80%); and the program (college, department, graduate institute, center) of the Inventor or Creator receives five percent (5%).
2. Income earned from R&D results which are not protected by a patent will be distributed as follows: the University receives twenty-five percent (25%), the Inventor or Creator receives seventy percent (70%), the program (college, department, graduate institute, center) of the Inventor or Creator receives five percent (5%).
3. Income from R&D results automatically assigned to the University as detailed in the first subparagraph of Article 7 will be distributed as follows: the University receives fifteen percent (15%), the Inventor or Creator receives eighty percent (80%), and the program (college, department, graduate institute, center) of the Inventor or Creator receives five percent (5%).
4. Income from R&D results managed in accordance with subparagraph two of Article 7 or subparagraph two of Article 10 will be distributed as follows: the University receives forty-five percent (45%), the Inventor or Creator receives fifty percent (50%), and the program (college, department, graduate institute, center) of the Inventor or Creator receives five percent (5%).
5. If there is more than one Inventor or Creator, income will be distributed in accordance with the terms specified on the Fu Jen Catholic University Income Distribution Agreement for Inventors of Research and Development.

Article 18

Income from R&D results that is in the form of business shares will be collected according to the following principles:

1. The University is obligated to recompense or distribute income in the form of cash to agencies that sponsored the R&D results.
2. Royalties are paid in the form of cash.
3. Total income earned from initial payments upon signing an agreement and licensing fees must reach NT$1,000,000. In addition, the total proportion of cash paid to the University through initial payments upon signing an agreement and licensing fees may not be less than fifty percent (50%) of income produced through R&D results. Remaining portions may be paid as equity (i.e. technology shares); such equity may not exceed twenty-five percent (25%) of total shares in the company.
4. The recognition of equity in exchange for technology is handled in accordance with the accounting principles of the government and related laws and regulations. In principle, the time of recognition is the date on which an agreement becomes effective.
5. In exceptional circumstances, a request must be made to, and approved by, the Committee.

Shares in exchange for equity earned through technology transfer will be handled in accordance with University regulations.

**Chapter 5: Recusal and Protection of Rights**

Article 19

Recusal in order to avoid conflicts of interest between the Inventor, Creator, or one of their relatives and a manufacturer or its Owner involved in the transfer of technology must be handled in accordance with Fu Jen Catholic University Principles Governing Recusal and Information Disclosure for Research and Development Results.

Article 20

The Director of the Board or Owner of the organization acquiring the technology transfer license must recuse him/herself from technology transfer negotiations if they are a relative of the Inventor or Creator.

Where R&D results are produced through a government-sponsored project and the government has its own conflict of interest principles, those principles apply.

Article 21

An individual or program at the University that violates conflict of interest regulations will be sent to the competent authorities.

Article 22

Where there is more than one Inventor or Creator, one must be selected by and from among the Inventors or Creators to act as their Representative. The Representative may decide on matters related to patent applications and exercise all rights and obligations stipulated in these Regulations. An Inventor or Creator has the following obligations:

1. To assist the University with the promotion and application of the invention or creation.
2. To provide honest disclosure about the invention and fully cooperate during applications, pleas, appeals, and administrative or other litigation procedures involving the patent, including assisting the University free of charge during legal procedures to protect the University’s rights and interests.
3. Fulfill confidentiality obligations for applications to obtain intellectual property rights. Except where written permission is granted by the Office of Research and Development beforehand, the Inventor or Creator may not publicly disclose R&D results before making the application. However, where use or publication is required for research or experiments, and a patent application is made to the Intellectual Property Office of the Ministry of Economic Affairs within six months of the aforesaid use or publication, the above restrictions do not apply.
4. If the Inventor or Creator changes addresses or contact information after leaving the employment of the University, they must inform the Office of Research and Development. An Inventor or Creator who changes addresses or contact information, resulting in the Office being unable to contact them for three consecutive years, voluntarily forfeits all related rights and income.

An Inventor or Creator who commits plagiarism or other violations of academic ethics or employs deception or other illegal means to obtain R&D results and thereby infringes upon the rights of another party must return all income earned in accordance with Regulations Governing the Research Performance Grant or these Regulations as well as compensate the University for all damages thereby incurred. The Inventor or Creator will likewise be liable for all damages incurred to the third party through their behavior.

Article 23

Before a University application to obtain intellectual property rights has been approved, all information must be categorized as classified or unclassified. Classified documents may not be reproduced except by the administrator or personnel directly involved, nor may classified documents be shown to a third party.

The Office must routinely make the intellectual property rights held by the University publicly known. After the term of protection of intellectual property rights has expired or the rights have been assigned to another party, related documents may be destroyed or transferred to the aforesaid party.

Administrators and personnel directly involved are bound by confidentiality obligations; they must properly safeguard all relevant information and ensure that it is not divulged.

Regardless of whether intellectual property rights for R&D results have been applied for or obtained, the Inventor or Creator is bound by confidentiality obligations for any R&D results that must be kept confidential based on the nature of the R&D results, the terms of agreements, or laws and regulations. The Inventor or Creator may not disclose such information, nor use it for their personal benefit or the benefit of a third party.

Violations of this Article will be handled in accordance with Fu Jen Catholic University Standards Governing Confidentiality Obligations of Faculty, Staff, and Students.

Article 24

Infringements of intellectual property rights for R&D results will be handled as follows:

1. The Office of Research and Development will hire an intellectual property lawyer to handle the case. University programs and the Inventor or Creator must provide full assistance.
2. When there has been an infringement of intellectual property rights, the Inventor or Creator will provide specific facts and the Office will obtain a technical evaluation report, which will be forwarded to the intellectual property lawyer. Before filing a suit, the Inventor or Creator or the Office may first contact the party infringing on the intellectual property right in order to allow them to obtain a license or cease the infringement.

**Chapter 6: Additional Provisions**

Article 25

Incentives to produce R&D results are managed in accordance with Fu Jen Catholic University Regulations Governing the Encouragement of Collaborative Initiatives with Industry and Academia.

Article 26

Any matters not covered in these Regulations will be handled in accordance with related laws and regulations.

Article 27

These Regulations were passed by the Executive Council and will be promulgated and implemented after the approval of the President. The same procedure will be followed for each amendment.