

「中國文化大學 111 年度教育部高等教育深耕計畫  
計畫成果紀錄表

子計畫	子計畫 B
具體作法	B4-1 法學院「企業法務人才跨域培育計畫」
主題	B4-1 法學院「企業法務人才跨域培育計畫」
內容 (活動內容簡述/執行成效)	<p>主辦單位：法律學系 活動日期：111 年 5 月 20 日 (五) 13:00-15:00 活動地點：線上授課 授課課程：涉外民事法律問題專題 主講者：王偉霖 業師今日分享[授權契約範例]</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><b>七、PATENT LICENSE AGREEMENT</b></p> <p>This Patent License Agreement ("Agreement") dated January 1, 2004 is made by Licensor Technology Company, a company organized under the laws of the State of California, U.S.A., having a principal place of business located at 1 Main Street, Los Angeles, CA 90026, U.S.A. (the "Licensor") and Licensee Manufacturing Company, a corporation organized under the laws of the Republic of China, having a principal place of business located at 09 Tung Hua N. Road, Taipei, Taiwan, R.O.C. (the "Licensee").</p> <p><b>RECITALS</b></p> <p>WHEREAS, Licensor is experienced in designing and manufacturing computer products, and wishes to license such patents to licensee for its use in the manufacture of computer products;</p> <p>WHEREAS, Licensee is in the business of manufacturing computer products and wishes to license such patents from Licensor for its use in the manufacture of computer products;</p> <p>NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree as follows:</p> </div> <div style="width: 48%;"> <p><b>ARTICLE 1 : DEFINITION</b></p> <p>Unless expressly defined, the following terms shall have the described meanings:</p> <p>1.1 "Effective Date" shall mean January 1, 2004.</p> <p>1.2 "Licensed Patents" shall mean all patents and patent applications of Licensor in any country of the world filed prior to January 1, 2004, relating to the manufacture of Licensed Products.</p> <p>1.3 "Licensed Products" shall mean computer products made using Licensed Patents.</p> <p>1.4 "NSP or Net Selling Price" shall mean the gross invoice value of Licensed Products less returns, sales, import, export, excise, and value added taxes, cost of insurance, cost of freight, cost of packing, transportation charges and discounts to customers.</p> <p>1.5 "Subsidiary or Subsidiaries" of Licensee shall mean a corporation, company or other entity, more than fifty percent (50%) of whose outstanding shares or securities representing the right to vote for the election of directors or other managing authority are now or hereafter, owned or controlled, directly or indirectly, by Licensee. Licensee may include Subsidiary in this Agreement.</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 48%;"> <p><b>ARTICLE 2 : GRANT OF LICENSE</b></p> <p>2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and to its Subsidiaries, under all claims of the Licensed Patents, a non-exclusive, non-transferable, worldwide license to:</p> <p>(a) make, sell, use and import the Licensed Products;</p> <p>(b) have others make Licensed Products for sale, use or importation by Licensee and Subsidiaries;</p> </div> <div style="width: 48%;"> <p>(c) practice method and process involved in the use and manufacture of Licensed Products; and</p> <p>(d) make, have made, use and import machines, tools, materials, and other instrumentalities, insofar as such machines, tools, materials, and other instrumentalities are involved in or incidental to the development, manufacture, testing, correction or repair of the Licensed Products.</p> <p>2.2 The license granted hereunder shall extend to other Licensee's customers who use or resell Licensed Products from Licensee.</p> <p>2.3 The license granted hereunder shall include the right of Licensee to sublicense its Subsidiaries provided that such subsidiaries shall be bound by the terms and conditions hereof.</p> <p>2.4 The licenses granted herein under Licensed Patents shall be in effect from the Effective Date until earlier termination pursuant to Article V or expiration of the last of the Licensed Patents.</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 48%;"> <p><b>ARTICLE 3 : LICENSE FEE AND ROYALTIES</b></p> <p>3.1 Upon execution of this Agreement, Licensee shall pay to Licensor a non-refundable license fee of One Million United States Dollars (US\$1,000,000.00).</p> <p>3.2 Licensee shall pay to Licensor royalties at the rate of 1.5% of NSP of Licensed Products made, used, sold, and/or imported by or for Licensee, which is covered by one or more claims of Licensed Patents.</p> <p>3.3 In the event that the total amount of the royalties made by Licensee to Licensor under the terms of preceding section reaches Ten Million United States Dollars (US\$10,000,000.00), then Licensee's obligation to pay royalties shall cease.</p> </div> <div style="width: 48%;"> <p><b>ARTICLE 4 : REPORTS, RECORDS AND PAYMENTS</b></p> <p>4.1 The accounting periods under this Agreement shall be on a calendar quarter basis ending on each March 31, June 30, September 30, and December 31 of each year, with the first accounting period ending at the end of the first such calendar quarter occurring after the Effective Date hereof.</p> <p>4.2 Within thirty (30) days after the end of each accounting period, Licensee shall pay to Licensor the royalties due for such accounting period together with a written report, certified by a duly authorized officer of Licensee, stating the royalties due, the number of Licensed Products sold, NSP, and such other information as may be necessary for the calculation of royalties due.</p> <p>4.3 Licensee shall bear all taxes imposed as a result of the operation of this Agreement, including but not limited to any tax on license fee, royalties or other payment required to be made by it hereunder, and any tax which Licensee is required to withhold or deduct from license fee and royalty payments to Licensor, except any tax imposed upon Licensor by the United States or any other political subdivision thereof.</p> <p>4.4 Licensee shall pay license fee, all royalties, and overdue interest, if any, in United States dollars.</p> </div> </div>

- 4.5 Licensee shall pay interest on any overdue payment, commencing on the date such payment becomes due, at a rate of 125% of the prime interest rate of Citibank of New York published in THE WALL STREET JOURNAL on the date that the amount became due and owing.
- 4.6 Licensee shall keep full, clear, and accurate records and cause its Subsidiaries engaged in the manufacture, use, sale, importation of Licensed Products to keep full, clear, and accurate records in detail to permit the determination of royalties payable hereunder. Such records shall include the quantity of Licensed Products sold, the sum of NSP for such quantity. Such quarterly report shall be sent to Licensor. Licensee shall retain such records and accounts relating to each accounting period for five (5) years after transmitting such report to Licensor.
- 4.7 Licensor shall have the right to hire auditors to examine and audit all at a reasonable time records and accounts in connection with royalties that may be payable to Licensor in accordance with Section 3.2. Prompt adjustment shall be made to compensate for any errors or omissions revealed by such examination or audit.

#### ARTICLE 5 : TERM AND TERMINATION

- 5.1 Unless sooner terminated as provided herein, the term of this Agreement shall be from Effective Date until the expiration of the last of the Licensed Patents.
- 5.2 Licensor shall have the right to terminate this Agreement and the license herein by giving written notice to Licensee upon failure of Licensee and / or any of its Subsidiaries to fully comply with any terms and conditions hereof. However, Licensee shall have the right to cure any such default within forty-five (45) days after the receipt of such notice. This Agreement shall terminate, without further notice to Licensee, at the end of such forty-five (45) days if Licensee fails to cure such default within said cured period.

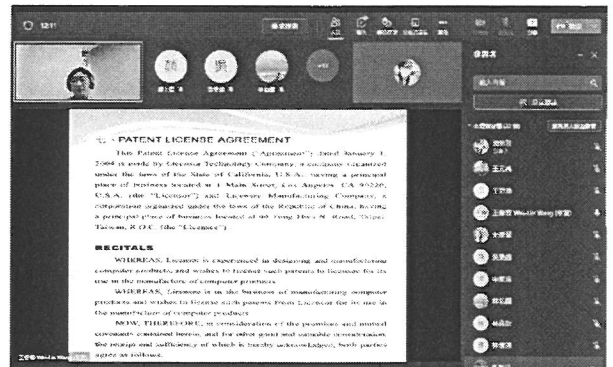
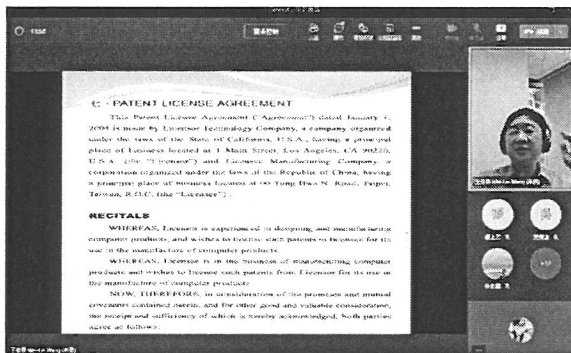
- 5.3 Licensor shall have the right to terminate this Agreement upon any event of the following:
- Liquidation by Licensee;
  - Insolvency or bankruptcy of Licensee whether voluntary or involuntary;
  - Appointment of a trustee or receiver for Licensee; and
  - Acquisition or merger of Licensee by third party.
- 5.4 Licensee shall have the right to terminate this Agreement at anniversary date of this Agreement upon sixty (60) days prior written notice.
- 5.5 Licensee shall have the right to terminate this Agreement in the event that Licensee shall have failed to perform any covenant, representation or warranty by it to be performed hereunder, or shall have violated any covenant, representation or warranty herein contained.

#### ARTICLE 6 : WARRANTIES AND REPRESENTATION

- 6.1 Licensor represents and warrants that it has the full right and power to grant the licenses set forth herein.
- 6.2 Licensor represents and warrants that it has, either prior to the execution of this Agreement or hereafter, no other legal binding agreements, obligations, liens, mortgage, and encumbrances of any kind which may diminish and / or limit the rights granted to Licensee hereunder.

#### 執行成效：

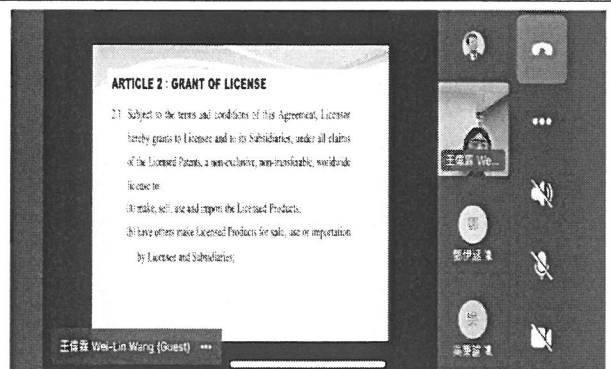
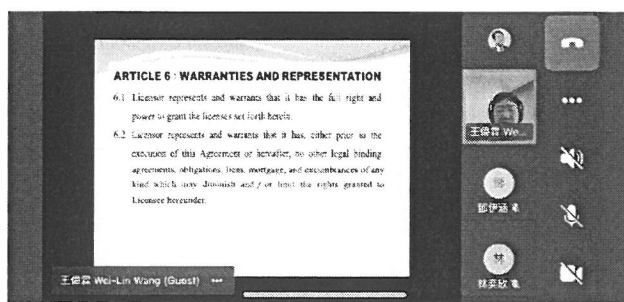
藉由業師分享授權契約範例，業師提醒契約英文字首大小寫效果不同，務必小心確認，以免契約解釋不同衍伸爭議，師生討論熱烈，也讓學生可以從不同角度切入思考，易使學生容易理解且感興趣，加上授課教師一起說明互動，學生受益匪淺。



相關圖片

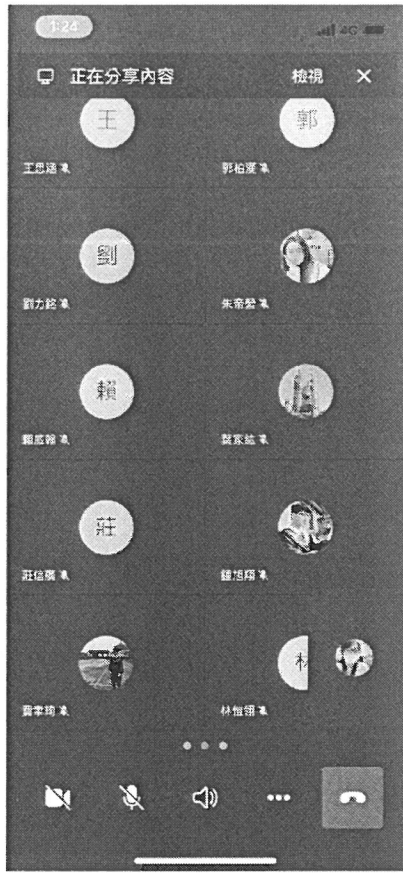
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業師講授簡報

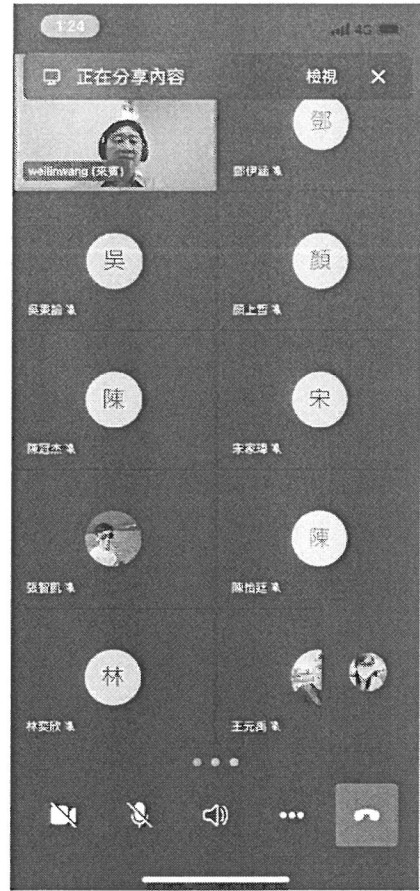


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