**Small and Medium Enterprise Administration, Ministry of Economic Affairs**

Attachment B

**International Startup Campus Demonstration Program Grant Program for Strategic Startups project contract**

Contract number:：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taipei Computer Association (hereinafter referred to as “Party A”）

Contracting Parties

（hereinafter referred to as “Party B”）

Whereas Party A accepts the commission to implement the work of the “Grant Program for International Accelerators and Entrepreneurship Development Organizations” under the “International Startup Campus Demonstration Program” from the Small and Medium Enterprise Administration of the Ministry of Economic Affairs (hereinafter referred to as the “SMEA”), Party A shall provide Party B with the grant for the implementation of the “ ” (hereinafter referred to as the “Project”) under the □ International Accelerator / □ Entrepreneurship Development Organizations in accordance with the “Grant Guidelines of the Ministry of Economic Affairs for Innovation and Incubation Industries”. Both parties agree to abide by this Contract, and the relevant regulations of SMEA and Party A to implement this Project and enter into this Contract to jointly comply with the terms and conditions thereof.

Article 1: Basis for implementation

1. The scope of the contract shall include this Contract and the following provisions:
2. Grant Guidelines of the Ministry of Economic Affairs for Innovation and Incubation Industries.
3. Application Guide for the Grant Program for International Accelerators and Entrepreneurship Development Organizations.
4. All the provisions in the documents within the scope of the contract shall be complementary to each other. If there is any inconsistency in the content of various documents, this Contract shall prevail. If there is still any ambiguity, the provisions of the Grant Guidelines of the Ministry of Economic Affairs for Innovation and Incubation Industries shall prevail.
5. The various regulations and guidelines listed in Paragraph 1 of this article or other relevant laws and regulations shall be considered as part of this Contract. If there is an amendment, Party B shall not claim to deal with the new regulations, except for the laws and regulations otherwise stipulated or the consent of Party A.

Article 2: Project content

1. The content of the project receiving grants under this contract shall be as specified in this contract and relevant attachments.

(Project number: ）

1. The attachments in the foregoing paragraph constitute a part of this contract; the terms of this contract shall prevail in the event of any conflict between the content of attachments and the main text of this contract.

Article 3: Period

The project implementation period shall extend from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.

Article 4: Project expenditures and grant (including final payment)

1. The project grant:
   * Proposed Project Expenditures / □ Annual Business Income Tax Payable NT$（same as below） .

The proposed project expenditures included of the grant $\_\_\_\_\_\_\_\_from Party A. And the self-funding of Party B is $\_\_\_\_\_\_\_\_\_\_\_. The content of the project expenditures shall be as the attachment of budget allocation list.

1. □ First Annual / □ Second Annual / □ Third Annual proposed project expenditures grant shall be disbursed in 3 installments as follows
   1. First installment: From\_\_\_\_\_\_ (month) \_\_\_\_\_\_ (date), \_\_\_\_\_\_ (year) to\_\_\_\_\_\_ (month) \_\_\_\_\_\_ (date), \_\_\_\_\_\_ (year). The project expenditures is$\_\_\_\_\_\_\_\_\_\_\_\_ which includes the grant $\_\_\_\_\_\_\_\_\_\_and Party B’s self-funding $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   2. Second installment: From\_\_\_\_\_\_ (month) \_\_\_\_\_\_ (date), \_\_\_\_\_\_ (year) to \_\_\_\_\_\_ (month) \_\_\_\_\_\_ (date), \_\_\_\_\_\_ (year). The project expenditures is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which includes the grant $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Party B’s self-funding $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   3. The final payment is the same as the final installment which is the grant $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The annual business income tax payable of □First Annual / □

Second Annual / □Third Annual is used as the basis for applying for the grant, the grant $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be allocated after the annual business income tax payable has actually been declared; however, the allocation amount is limited to the "annual profit-seeking enterprise income tax payable" which has already been reviewed and approved; if the "annual profit-seeking enterprise income tax payable actually declared" does not meet the amount of "annual profit-seeking enterprise income tax payable which has been reviewed and approved", the amount of the shortage shall be deducted from the grant or otherwise recovered.

Article 5: Grant disbursement

1. Grant appropriation matters for the year under this contract shall be performed only after the disbursement of the contracted-management grant to Party A in accordance with agreement and the completion of statutory budget procedures for project funding by SMEA.
2. Except for the payment of the first installment of the grant, a copy of the contract, the report of the work results, and a voucher (receipt or invoice) with its amount the same as the requested funds for each installment of the grant shall be attached to apply to Party A on a timely basis for the payment. Party A may appropriate the funds to Party B's special account for the project only after the process of submission for approval is completed.
3. With regard to the final installment (final payment), Party B shall submit a work results report (including completion of project conclusion duties) within 10 days after project conclusion; and shall wait for Party A to complete review and notify Party B to apply for appropriation.
4. If Party A fails to approve following review the work results report (including documents verifying completion of project conclusion duties) submitted by Party B, or any content of the implemented project, Party A may extend the appropriation deadline until Party B improves the foregoing behavior, and shall proceed with disbursement after granting its approval. However, Party B shall complete the foregoing improvement prior to the improvement deadline provided by Party A; If it is not improved within the time limit, Party A may proceed in accordance with the clauses of termination or cancellation in the Contract depending on the circumstances.
5. For each installment of the grant funds to be appropriated under this Contract, if the government budget is deleted, reduced or frozen by the Legislative Yuan, Party A may adjust the amount of the grant depending on the circumstances, defer the appropriation time or forthwith terminate this Contract after notifying Party B thereof, and it shall not be liable for the damage resulting from the non-performance or delay in the performance of its obligations due to the above factors.
6. The funding for the Project shall be approved annually. If the funding for the following year is subject to change due to the resolution of the Project Review Committee's meeting, the newly approved funding shall prevail.

Article 6: Handling of receipt of funding

1. With regard to the grant for this project, Party B shall provide a dedicated deposit account with the company name as the account name (account\_\_\_\_\_\_\_\_\_\_\_\_ ,\_\_\_\_\_\_\_\_\_\_\_\_\_\_Branch, \_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank); The funds may not be kept in another account without Party A 's consent.
2. Party B shall utilize the funds in accordance with the approved grant item. If it is discovered that the utilization of the funds is fraudulent, Party A shall not appropriate the grant funds; If the circumstances are significant, the Contract shall be cancelled in accordance with Subparagraph 2, Paragraph 1 of Article 12.
3. When Party B is required to return the grant funds due to the termination or cancellation of this Contract, Party B shall submit all the grant funds to Party A to return it to the SMEA within 15 days after the termination or cancellation of the Contract. If Party B fails to submit it after one (1) month of Party A’s urging, Party A may submit the matter to arbitration or file a lawsuit. The court costs, lawyers' fees, consulting fees, other losses and related expenses, and the interest incurred upon Party A resulting from Party B's failure to return or delay in the return of the funds shall be borne by Party B in full.
4. Party B shall bear responsibility for withholding of income tax and other taxes.
5. Retained source documents concerning the subsidized (donation recipient) organization shall be properly preserved and destroyed in accordance with accounting laws and regulations; the original subsidizing (funding) agency shall be notified by mail to obtain the auditing agency's consent when such documents are to be destroyed at the end of the preservation period. If any such documents are destroyed, damaged, or lost before the end of the preservation period, the original subsidizing (funding) agency shall be notified by mail with the reason and state of handling clearly stated so that the auditing agency's consent can be obtained. If it is found that the foregoing procedures have not been faithfully implemented, any subsequent grants (funding) in that grant (funding) case or for that grant (funding) recipient organization may, depending on the severity of the case, be reduced or canceled for a 1-5 year period.
6. If Party B is subject to public or private debt disputes or other reasons and is subject to the execution order by the court or administrative enforcement office, Party A may suspend the acceptance of its application for the appropriation of the grant funds that have not yet been applied for or have been applied for but not yet appropriated. Further applications may not be accepted until the debt settlement or execution order has been revoked or has lost the effect.

Article 7: Work results report and inspection visit

1. Work results report (including documents verifying completion of project conclusion duties): Party B shall submit a work results report (draft) with the prescribed format in duplicate to Party A by mail within 10 days after the conclusion of the project's implementation period; in accordance with the results of review, Party B shall also submit a revised work results report in duplicate within 10 days after the initial report passes review.
2. With regard to the foregoing work results report, Party A may when necessary request that Party B submit the report ahead of time.
3. Party B must provide relevant information concerning this project as needed by Party A, and Party A may send personnel or hire a professional

organization to perform on-site inspection visits of Party B's premises at unspecified times. When necessary, Party A may also request that Party B report on the project's state of implementation. Party B's project principal investigator, contact person, and major R&D personnel must all be present during inspection visits or when work results are presented, and Party B must accommodate these requirements.

Article 8: R&D management system

Party B may establish or improve its corporate R&D management system in conjunction with the implementation of this project, and the Review Committee members may conduct the review on Party B's R & D management system.

Article 9: Ownership, maintenance, management, and implementation of research results

1. All research results in the form of knowledge, technology, and all types of intellectual property rights obtained by Party B during the course of implementation of this project (hereinafter referred to as "project results") shall be the property of Party B.
2. When any one of the following situations involving Party B applies, SMEA and Party A may authorize a third party, either gratis or for payment, to implement the project results via an open solicitation approach, and Party B shall unconditionally comply with handling procedures. With regard to the foregoing authorization, when implementation for payment is authorized, the resulting income shall be the property of SMEA, and SMEA shall have the right to directly request payment of such income.
3. During this contact's implementation period or during the five-year period after contract expiration, failure to implement project results without justification or termination of implementation without justification.
4. Party B employs improper methods impeding environmental protection or public health and safety to implement the project results.
5. When necessary to significantly further the public interest.
6. When in the national interest, SMEA may implement project results for the purpose of research in a gratis, non-transferable, and non-exclusive manner. Party B shall be subject to identical requirements when authorizing or transferring project results implementation rights to a third party.
7. During this project's implementation period, the principal investigator shall truthfully fill out a work record book on behalf of the project. With regard to project results, Party B shall establish comprehensive technical data management files, which Party A may inspect at any time, in which case Party B shall unconditionally accommodate Party A's needs.
8. The R&D results of subsidized projects may not be used in production or for other purposes in areas apart from Taiwan's jurisdiction within a two-year period from the date such results were generated. However, this restriction shall not apply when SMEA has granted approval or when otherwise specified in advance in the grant contract.
9. When Party B wishes to transfer research results to the mainland China area for implementation after completion of the project, the case shall be handled in accordance with Article 35 of the "Act Governing Relations between People of the Taiwan Area and Mainland Area" and related regulations, including the "Regulations Governing the Approval of Investment or Technical Cooperation in Mainland China" and "Regulations Governing Permission of Trade Between Taiwan Area and Mainland Area." However, the two parties may otherwise agree on an approach not exceeding the scope of the foregoing regulations; when the agreed-upon terms are stricter than in the foregoing regulations, Party B may not claim that the foregoing regulations shall take precedence.

Article 10: Project changes

During this project's implementation period, Party B may change the content of project implementation in so far as this complies with the original project's goals and does not necessitate increased grant funding; However, Party B shall clearly specify the content of changes in the format prescribed by Party A, and shall describe the reason for the changes in detail, when notifying Party A in writing of the changes at least 60 days before the expiration of the contract implementation period; the content of project implementation may be changed only after Party A has granted its consent.

Article 11: Contract termination

1. If Party B has any of the following circumstances, Party A may notify Party B in writing to terminate this Contract after a resolution of the Project Review Committee, and reduce the percentage of the grant funds according to the implementation progress of the Project.
2. During the implementation of the Project, Party B is unable to complete the Project due to technology, market, change of circumstances, and force majeure factors. When the purpose of the Project has been achieved or becomes unnecessary, the same provisions shall apply.
3. When a dispute occurring between Party B and a third party concerning rights arising as a consequence of project implementation makes it impossible to continue project implementation.
4. If Party B changes its actual business address or place of business but fails to promptly notify Party A, or Party B prevents Party A from delivering notification or requests by refusal to accept messages, relocation to an unknown address, or other reason.
5. Any other violations by Party B of any clause in this Contract or Project proposal, and it has not been improved within the time limit after Party A's written notice to urge for the improvement.
6. Under any of the following circumstances, Party B may apply to Party A with specific reasons for discontinuing the Project in writing, and after Party A agrees and informs Party B in writing, the validity of this Contract shall then be terminated.
7. During the implementation of the Project, Party B is unable to complete the Project due to technology, market, change of circumstances, and force majeure factors. When the purpose of the Project has been achieved or becomes unnecessary, the same provisions shall apply.
8. Due to factors not attributable to Party A, causing Party A to forthwith cut the grant funds due to insufficient funding for the Project; or when the grant budget of Party A or the SMEA is completely deleted.
9. After the termination of this Contract, if Party B still keeps the grant funds that should be returned to Party A, it shall return the grant funds within 15 days after the termination of the Contract, and shall return to Party A the equipment, technology or materials provided by Party A during the Project period.
10. As referred to in this contract, force majeure refers to those circumstances, such as war, riot, embargo, strike, typhoon, flood, fire, earthquake, that cannot be controlled by either party, or other matters not attributable to either party, which cause Party A or Party B to be unable to implement this project or perform this contract.
11. If the Contract is terminated due to Party B’s violations in the various circumstances of Paragraph 1, which cause damage to Party A, Party B shall be liable for the damages resulting therefrom.

Article 12: Contract dissolution

1. During the implementation period of the Project of Party B, Party A may cancel the Contract in accordance with the resolution of the Project Review Committee’s meeting under any of the following circumstances. Party B shall return the grant funds already appropriated within 15 days after the Contract is cancelled. Party B shall also return the equipment, technology or materials provided during the Project period to Party A:
2. Obtained the funds or approval for the Project through improper methods.
3. During the implementation of the Project, under Party A's inspection it is found that there are forged documents, fraud, fraudulent utilization of the grant funds or other violations of the laws of our country.
4. Suspension of the implementation of this Project without the consent of Party A, failure of the delivery of work results reports and other documents that affect Party A's project review, the content for the implementation being in violation of the approved Project, or the progress being seriously behind or other circumstances, which still fail to be improved even after Party A’s notice to make improvements.
5. There are great discrepancies between the technology or product developed in the project and those listed in the project proposal
6. There are circumstances of ceased business, bankruptcy, dissolution, revoked registration or having no actual business operation, which are not informed on the initiative by Party B to Party A in writing.
7. Any actions of Party B or Party B's agents, authorized persons or substantial beneficiaries cause a third party or the relevant public to believe by mistake that Party A or the SMEA should guarantee the quality, safety and function of the research results or the products manufactured.
8. Party B is verified that it had applied with the same Project and received other government grants.
9. Party B has other violations of the provisions of this Contract and the purpose of the grant or the laws and regulations.
10. If the Contract is cancelled due to Party B’s violations in the various circumstances of the previous paragraph, which cause damage to Party A, Party B shall be liable for the damages resulting therefrom.
11. If Party B has one of the circumstances in Subparagraph 1, 2 and 7, in addition to cancellation of this Contract, Party B shall not re-apply with this Project within five (5) years from the date of the cancellation. If Party A or the SMEA is notified that Party B has one of the foregoing circumstances by the judicial authority, the National Audit Office, or other competent authorities after the implementation of this Project is completed by Party B, the same provisions shall apply.

Article 13: Protection of Personal Data

During the implementation of this Project, Party B shall comply with the provisions of the Personal Data Protection Act of our country for the collection, processing and use of personal data. If the collection, process, and use of personal data is in the name of the SMEA for the purpose of fulfilling this Contract, the relevant regulations such as the Guidelines for Personal Data Protection and Management of the Ministry of Economy and its Affiliates shall be complied with.

Article 14: Confidentiality clause and guarantee of intellectual property rights

1. Party B acknowledges or obtains the confidentiality of Party A or the SMEA due to the implementation of this Project, and it shall not disclose it to any third party unrelated to the implementation of this Project without the written consent of Party A or the SMEA.
2. Party B shall cause its personnel who are to implement this Project, including but not limited to Party B ’s employees, appointees or others, to conclude the obligation of confidentiality in writing and to be bound by this Article. If Party B fails to comply with the regulations and causes Party A to suffer losses, Party B shall be liable for the damages.
3. Party B shall pledge that project results do not infringe on the intellectual property rights of any third parties; if any third parties claim infringement, Party B shall bear responsibility, and Party A shall not be liable in under any circumstances; If Party A suffers any damages as a consequence, Party B must also compensate Party A for all damages so incurred.

Article 15: Evaluation of duties and performance following conclusion of project

1. Party A when conducts a performance assessment during project implementation or after case closure, Party B shall unconditionally cooperate in order to enhance this project's ability to enhance industrial upgrading and economic development.
2. Party B has the duty to provide data concerning the effectiveness of project implementation when requested by Party A within a five-year period following the conclusion of this project, and Party B shall cooperate with Party A's holding of exhibitions and awareness activities extending the research results from this project.
3. Party B's performance assessment records shall be listed as assessment references when Party B subsequently applies for other project funding.
4. After the conclusion of this project, Party A may at send personnel or hire a professional organization to perform on-site inspection visits of Party B's premises at unspecified times, and Party B shall unconditionally comply with such visits.

Article 16: Joint guarantee

Party B's representative shall bear joint guarantee responsibility for Party B's duties and responsibilities in this contract.

Article 17: Name use restrictions and SMEA's rights

Except when expressly specified in this contract, Party B may not use SMEA's name in legal actions or other actions when implementing this project. Except when other regulations of this contract apply, both parties understand and agree that all duties and responsibilities arising from the results of this project shall be unconnected with SMEA. Party B also agrees that, with regard to the rights that Party A may exercise pursuant to this contract, apart from Party A's right to request in its own name performance by Party B, SMEA also enjoys the right to directly request performance by Party B.

Article 18: Duty of assisting acceptance

Party B's principal investigator shall assist Party A in determining acceptance standards and acceptance results; If the results acceptance process or applications have any suspicion of endangering human health, polluting the environment, or endangering the public, Party B shall notify Party A and relevant personnel in advance. If failure to perform the foregoing notification duty results in damages, Party B shall bear responsibility for compensation.

Article 19: Contract modification and revision

Party B fully understands and agrees that this contract is for implementation of the "International Startup Campus Demonstration Program" and in order to achieve this project's goal, Party A and SMEA shall reserve the right to revise this contract, in which case Party B shall have no objection. Apart from the foregoing requirements, any additions, deletions, or modifications to the terms of this contract must be established in writing following agreement between parties A and B, must be appended at the end of this contract, and will serve as part of this contract; that part of the original contract that has been modified per agreement shall no longer be applicable.

Article 20: Denial of waiver

If Party A does not strictly require Party B to uphold any terms of this contract, Party A action shall not be seen as forfeiture of the right to subsequently or again claim performance of the terms in question.

Article 21: Delivery of notification

All notifications or requests made pursuant to this contract that are delivered to Party B's correspondence address by post office registered mail, or sent by e-mail to Party B's e-mail address provided below, shall be considered to have been delivered.

Party A's correspondence address: 19F, No.502, Sec. 2, Ren’ai Rd., Linkou Dist., New Taipei City 24449

Startup Terrace Project Office, Small and Medium Enterprise Administration (SMEA), Ministry of Economic Affairs

Party A's contact tel.:（02)2602-6129

Party B's correspondence address:：

Contact tel. E-mail:

Article 22: Names of articles

The titles of the articles and items in this contract are provided solely to facilitate reading, and may not be taken to explain or restrict the meaning of the articles in question.

Article 23: Partial invalidity

If certain terms of this contract are considered to be invalid according to law, the other term shall continue to possess validity, and these circumstances will not affect the validity of the contract.

Article 24: Court of jurisdiction by consent

1. The interpretation, validity and other unfinished matters of this Contract shall be processed in accordance with the relevant provisions of the “Grant Guidelines of the Ministry of Economic Affairs for Innovation and Incubation Industries”, and the laws of the Republic of China shall be the governing law hereof.
2. Party A and Party B agree that all disputes arising from this Contract shall be settled by arbitration or litigation. If Party A selects the arbitration, the Taipei area shall be used as the place of arbitration. If Party A selects the lawsuit, the Taiwan Taipei District Court shall be the competent court of first instance.

Article 25: Contract validity

Except when otherwise expressly specified in this contract, the requirements of Article 1, Article 9, Article 11, Article 12, Article 13, Article 14, Article 15, Article 17, Article 18, and Article 19 shall not lose their validity after the conclusion of the project implementation period or contract termination of dissolution.

Article 26 Number of copies of contracts

This Contract shall be prepared in , including copies of the original and copies of the carbon copy; Party A shall hold one copy of the original and copies of the carbon copy, and Party B shall hold copy of the original. If the carbon copy is incorrectly stated, the original copy shall prevail.

Parties to the Agreement

Party A: Taipei Computer Association

Representative: Director-General, Tu, Chuan-chang

Address: 3F, No. 2, Sec. 3, Bade Rd., Songshan Dist. Taipei City 10558

Party B:

Representative:

Address:

Project principal investigator:

Address:

Date: (day)/ (month)/ (year)