

高雄醫學大學產學合作實施辦法（修正後全條文）

Regulation for Industry-Academia Cooperation (Revised Full Text)

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第一條 本校辦理產學合作，係為促進知識之累積及擴散，發揮教育、訓練、研發、服務之功能，並裨益國家教育及經濟發展，依據教育部「專科以上學校產學合作實施辦法」訂定本辦法。

Article 1

Kaohsiung Medical University (hereinafter "KMU") conducts Industry-Academia Cooperation to promote the accumulation and dissemination of knowledge, to fulfill functions of education, training, research and development, and services, and to benefit national education and economic development. In accordance with the Ministry of Education's "Regulation for the Implementation of Industry-Academia Cooperation in Junior Colleges and Higher Education," KMU hereby establishes this Regulation for Industry-Academia Cooperation (hereinafter "the Regulation").

第二條 本辦法所稱產學合作，係指本校為達成前條所定目標及功能，委由產學合作計畫主持人與政府機關、事業機構、民間團體及學術研究機構（以下簡稱合作機構）合作辦理下列事項之一者：

Article 2

For the purposes of the Regulation, "Industry-Academia Cooperation" refers to the collaboration managed by the project leader of the Industry-Academia Cooperation project with government agencies, enterprises, non-governmental organizations, and academic research institutions (hereinafter "cooperating organizations") to carry out any of the following items in order to achieve the objectives and functions stipulated in the preceding article:

一、各類研發及其應用事項：包括產學專題研究、物質交換、檢測檢驗、技術服務、諮詢顧問、專利申請、技術移轉、創新育成等。

(1) Various research and development and their application matters: Including specific industry and university research, material exchange, testing and inspection, technical services, consulting, patent applications, technology transfer, innovation and incubation, etc.

二、各類人才培育事項：包括學生及合作機構人員各類教育、培訓、研習、研討、實習或訓練等。

(2) Various talent cultivation matters: Including education, training, workshops,

seminars, internships, or training, etc., for students and personnel of cooperating organizations.

三、其他有關學校智慧財產權益之運用事項。

(3) Other matters related to the utilization of the school's intellectual property rights.

產學合作計畫主持人為本校、附屬機構及相關事業專任教職員工、客座教師及其他特殊狀況經專案簽准者。

The project leader of an Industry-Academia Cooperation project should be a full-time faculty or staff member of KMU, affiliated institutions, related businesses, visiting professors, and others who have been approved for special circumstances.

第三條

Article 3

本校辦理產學合作係依教學及研究特色，配合校務發展，進行整體規劃；並就下列事項訂定相關規定，提校務會議通過後公告之：

KMU conducts Industry-Academia Cooperation based on teaching and research characteristics, in line with school development, and carries out overall planning. The following matters are stipulated and announced after being passed by the University Council:

一、本校由產學營運處負責統籌產學合作推動及其他相關之行政事務。

1. The Office for Operation of Industry and University Cooperation (hereinafter "the Office") of KMU is responsible for coordinating the promotion of Industry-Academia Cooperation and other related administrative affairs.

二、本校合作成果與相關智慧財產權之歸屬、管理及運用依本校「研發成果管理辦法」辦理。

2. The ownership, management, and use of the cooperative results and related intellectual property rights of KMU are handled in accordance with the "Regulation for Research and Development Results Management" of KMU.

三、本校產學合作研發成果權益收入分配依本校「研發成果移轉處理原則」辦理。本校因產學合作計畫衍生之權益收入分配準用之。

3. The distribution of income rights from the research and development results of Industry-Academia Cooperation at KMU is handled in accordance with the "Principles for Handling the Transfer of Research and Development Results" of KMU. The distribution of income rights derived from the Industry-Academia Cooperation plan is applicable.

四、本校產學合作相關人員之利益衝突迴避應依「科技部補助產學合作研究計畫作業要點」之規定辦理。

4. The conflict-of-interest avoidance of relevant personnel of Industry-Academia Cooperation at KMU should be handled in accordance with the provisions of the "Operation Directions for MOST Industry-Academia Cooperative Research Program."

五、本校產學合作計畫主持人執行研究計畫應依「科技資料保密要點」規定辦理，並要求參與計畫人員嚴格遵守。

(5) The project leader for an Industry-Academia Cooperation project at KMU shall conduct research projects in accordance with the "Guidelines for the Confidentiality of Scientific and Technological Data," and shall require all participating project personnel to strictly comply.

六、本校產學合作計畫內容涉及敏感性科技、生命尊嚴或專業道德者，應依科技部所頒「政府資助敏感科技研究計畫安全管制作業手冊」之規定辦理。

(6) If the content of an Industry-Academia Cooperation project at KMU involves sensitive technology, dignity of life, or professional ethics, it should be handled in accordance with the provisions of the "Government-Funded Sensitive Technology Research Program Security Control Operations Manual" issued by the Ministry of Science and Technology.

七、產學營運處應就其他與產學合作有關之權益保障、風險控管及應注意事項加以規範，製定並要求計畫主持人簽署「高雄醫學大學產學合作計畫執行同意書」。

(7) The Office should regulate other matters related to the protection of rights and interests, risk control, and matters that should be paid attention to in Industry-Academia Cooperation projects, formulate and require the project leader to sign the "Industry-Academia Cooperation Project Execution Agreement."

第四條 本校辦理產學合作，應與合作機構簽訂書面合約，定明下列事項：

Article 4 In the conduct of an Industry-Academia Cooperation, KMU shall enter into written contracts with collaborating institutions, specifying the following:

一、產學合作之標的及交付項目。

1. The subject matter of the cooperation and deliverables.

二、合約當事人應提供之必要經費或其他資源。

2. The necessary funding or other resources to be provided by the contracting parties.

三、合作機構要求本校擔保其所授權之技術或其他事項未對他人構成侵權者，應定明如有侵權事項發生時，本校應負擔之賠償範圍。

3. In the event that the collaborating institution requires KMU to guarantee that the authorized technology or other matters do not constitute an infringement upon others, the scope of compensation that KMU should bear in the event of infringement shall be defined.

四、產學合作獲得研究發展成果者，應定明研究發展成果及其收入之歸屬與運用。

4. If an Industry-Academia Cooperation project obtains research and development results, the ownership and application of such results and any related income shall be clearly specified.

五、合作機構運用或推廣產學合作之研發成果時，在未獲得本校書面同意前，不得使用本校及本校教職員之名稱或標章，若違反本項規定，合作機構為企業者應支付本校懲罰性違約金 300 萬元，合作機構為非企業者則依合約約定之；授權之同意依「高雄醫學大學校名暨商標授權使用辦法」辦理。

5. Without prior written consent from KMU, collaborating institutions may not use the name or emblem of KMU or its faculty and staff in the utilization or promotion of the research and development results of Industry-Academia Cooperation projects. Any breach of this provision by a collaborating enterprise will result in a punitive liquidated damage payment of NT\$ three million to KMU, whereas non-enterprise institutions will follow the contractual agreement. Authorization for use shall be conducted in accordance with KMU's "Regulations on the Use of the University Name and Trademarks."

六、本校辦理產學合作計畫所購置之圖書、期刊、儀器或設備者，應定明購置物及賸餘經費等財產納入校產管理及運用。

6. For books, journals, instruments, or equipment procured through Industry-Academia Cooperation projects at KMU, the acquired items and any remaining funds shall be included in the university's asset management and application.

七、計畫主持人執行產學合作計畫須遵守利益衝突迴避，不得私自承接計畫，利用校內設備或人力進行研究、委託試驗或技術服務等事項，亦不得以個人或其他第三者之名義私自將產學合作成果申請專利。

7. The project leader executing an Industry-Academia Cooperation project must adhere to conflict-of-interest avoidance and may not undertake projects privately, use in-house facilities or personnel for research, commission testing, or provide technical services, nor may they apply for patents for the results of the Industry-Academia Cooperation projects under their own or any third party's name.

八、計畫主持人若違反產學合作合約書條款致本校損害或由本校負賠償責任時，計畫主持人應負責清償，本校得逕自計畫主持人所領之薪資中扣除。

8. If the project leader violates the terms of the Industry-Academia Cooperation contract causing damage to KMU or resulting in KMU's bearing compensation liability, the project leader shall be responsible for restitution, with KMU having the right to deduct from the salary of the project leader.

九、違反本辦法規定者，除自負相關法律及賠償責任外，並依本校相關規定議處。

9. Violations of the Regulation will incur relevant legal and compensation liabilities and will be handled according to KMU's related provisions.

本校產學營運處就其推動事項，統籌產學合作合約事宜，製定合約審核及簽署程序，確認合約內容與相關法令相符，並督導履約進度，處理爭端，提供本校師生相關諮詢服務。

The Office is responsible for the comprehensive coordination of Industry-Academia Cooperation contract matters. This includes the formulation of contract review and signing procedures, ensuring contract contents comply with relevant laws and regulations, overseeing the fulfillment of contractual obligations, dispute resolution, and providing relevant consultation services to KMU faculty and students.

第五條 本校為與合作機構辦理學生校外實習，相關作業依本校規定辦理。

Article 5 In collaboration with partner institutions, KMU facilitates student externships in accordance with established University regulations.

第六條 本校與合作機構簽約時，應於合約中明定本校不擔保所技轉授權之標的及產學合作所生之成果其可專利性、合用性、商品化之可能性或相關產品責任。

Article 6 Upon contracting with cooperative institutions, KMU shall specify in the contract that the university does not guarantee the patentability, applicability, commercialization potential, or related product liability of the subject matter of the technology transfer or the results arising from the Industry-Academia Cooperation.

第七條 本校辦理產學合作，應合理控制成本，以現有資源辦理，並以有賸餘為原則。

Article 7 In conducting Industry-Academia Cooperation, KMU shall reasonably control costs by utilizing existing resources and shall operate on a surplus principle. 產學合作計畫行政管理費編列除第八條規定外應以計畫總經費 15%(含)以上計算。

Administrative management fees for Industry-Academia Cooperation projects, except as provided in Article 8, shall be calculated as no less than 15% (inclusive) of the total project budget.

產學合作計畫經費處理原則如下：

Principles for the management of Industry-Academia Cooperation project funds are as follows:

一、計畫經費之核銷應符合本校會計及相關法令規定。

1. The reimbursement of project funds shall conform to KMU's accounting standards and relevant legal regulations.

二、計畫經費於合作機構撥付入本校後始得動支；計畫經費分期撥款者，動支經費以合作機構實際撥付入本校金額為限；經費動支若有超出實際撥付入本校金額之情形，計畫主持人應負有歸還超支經費之義務。

2. Project funds can only be expended after being transferred to KMU by the cooperating institution; in the case of staged funding, expenditures are limited to the amount actually transferred to KMU. Should expenditures exceed the amount transferred, the project leader is obligated to return the

excess funds.

三、如需變更計畫期間、經費支用項目與金額，應提出申請並徵得合作機構書面同意。

3. In the event of altering the project period, budget items, or amounts, an application should be submitted, and written consent should be obtained from the cooperating institution.

四、計畫經費支用須達計畫總經費之 70% 以上，未達 70% 之餘款直接歸入學校統籌運用，其餘結餘款再依下列原則辦理：

4. Expenditure of project funds must reach at least 70% of the total project budget; any amount falling short of 70% shall revert directly to the school for consolidated utilization. Any remaining balance shall be handled in accordance with the following principles:

(一) 計畫結餘款應依下列比例分配：

(1) The distribution of the remaining project funds shall be allocated as follows:

1. 行政管理費：結餘款之 15%。

Administrative management fee: 15% of the remaining funds.

2. 計畫主持人：結餘款之 85%。

Project leader: 85% of the remaining funds.

(二) 分配予計畫主持人支配運用時，應實際運用於產學研究發展有關項目，並依規定程序辦理核銷。使用原則為：

(2) When allocating the balance to the project leader for discretionary use, it should be actually used for related items of industry-and-university research and development and processed for reimbursement in accordance with established procedures. The principles of use are as follows:

1. 用以聘請專兼任研究助理、儀器設備購置、研究用消耗性材料費、申請校外計畫所需之配合款項及其他與產學研究發展有關之費用。

Funds may be utilized for hiring full-time or part-time research assistants, acquisition of instruments and equipment, purchase of consumables for research, matching funds required for external project applications, and other expenses related to industry-and-university research and development.

2. 參加國內外學術性會議之交通費、生活費及註冊費等。

Expenses for participation in domestic or international academic conferences, including transportation, subsistence, and registration fees.

3. 支付學術論文發表或智慧財產權申請與維護之相關費用。

Costs associated with the publication of scholarly papers or the application and maintenance of intellectual property rights.

4.舉辦學術研討會、演講或研究計畫會議所需之相關支出費用。

Expenses necessary for organizing academic seminars, lectures, or research project meetings.

5.不得支用於主持人及其配偶或三親等以內血親、姻親之個人津貼或酬勞、教師之兼任酬勞、慰勞或餽贈性質之支出、交際應酬費用、各種私人罰款及捐贈用款。

Funds shall not be expended for personal allowances or remuneration for the project leader and their spouses or relatives within the third-degree relationship, additional remuneration for teaching staff, comfort or gift-like expenses, social entertainment costs, various personal fines, or donations.

6.計畫主持人若遇離職或退休，該專帳餘款悉撥付學校統籌運用。

Should the project leader resign or retire, the remaining balance in the dedicated account shall be fully allocated to the university for general utilization.

第八條

Article 8

本校產學合作方式涉及政府機關出資、委託辦理或補助者，應符合各該政府機關之相關規定。

Modes of Industry-Academia Cooperation at KMU that involve financial contributions, commissions, or subsidies from government agencies must comply with the respective regulations of said government agencies.

本校接受教育部補助、委託或出資之科學技術研究發展計畫，其成果歸屬、管理及運用，按其為科技計畫預算或非科技計畫預算，適用或準用政府科學技術研究發展成果歸屬及運用辦法之規定，或依教育部相關規定辦理。

For scientific and technological research and development projects subsidized, commissioned, or funded by the Ministry of Education that are accepted by KMU, the ownership, management, and use of the results shall be governed by the provisions of the Government Scientific and Technological Research and Development Results Ownership and Utilization Regulation or the relevant regulations of the Ministry of Education, depending on whether they are science and technology project budgets or non-science and technology project budgets.

第九條

Article 9

產學營運處應就產學合作相關之績效，依教育部規定確實填具回報，並提供相關資料及文件備查。

The Office shall duly complete and return the performance reports related to Industry-Academia Cooperation projects in accordance with the provisions of the Ministry of Education and shall provide relevant information and documents for recordation.

本校將產學合作績效列為教師評估或教師升等項目之一，且依本校產學合作獎勵辦法獎勵產學合作計畫主持人。

KMU incorporates Industry-Academia Cooperation performance as one of the criteria for faculty evaluation and promotion, and rewards the project leaders of Industry-Academia Cooperation projects in accordance with the Regulations for Industry-Academia Cooperation Award.

第十條 本辦法未盡事宜，依教育部及本校相關規定辦理。

Article 10 Matters not covered in the Regulation shall be handled in accordance with the relevant regulations of the Ministry of Education and KMU.

第十一條 本辦法經校務會議通過後實施。

Article 11 The Regulation shall be implemented upon approval by the University Council.