**國立臺北藝術大學與來校訪問研究創作學人合約書**

Taipei National University of the Arts and the visiting researcher and creative scholar contract

合約編號：Contract number:

國立臺北藝術大學（以下簡稱甲方）為辦理 　　　　（機構名稱，以下簡稱乙方）所屬人員 　　　　　（以下簡稱訪問學人）來校短期訪問研究（研究或創作計畫名稱： 　 ，以下簡稱本案），經三方協議同意訂立本合約書共同遵守。

This agreement agrees to bind into this contract and abide by it through three parties: Taipei National University of the Arts (hereinafter referred to as Party A) for handling \_\_\_\_\_\_\_\_\_\_\_\_ (name of institution, hereinafter referred to as Party B) affiliated with the personnel \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as visiting scholars) for visiting the university for short-term research (research or creative project name \_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as this project).

1. 來校訪問研究創作期間
民國 　 年 　 月 　 日起至民國 　 年 　 月 　 日止。

Article 1 Period for visiting the school for research and creation

From (Republic of China) \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_ Day to \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_ Day

1. 來校期間之延長及變更
本案執行期間訪問學人如認為有延長必要時，得敘明延長時間及理由各向甲乙雙方提出申請，經甲乙雙方同意後執行；延長期限以不超過六個月為限。

Article 2 Extension and change of the visiting period.

During the implementation of this project, the visitor may apply to both parties A and B when it is necessary to extend. The application needs to state the time and reasons for the extension, the extension can be implemented once the visitor receives consent from both parties; the extension period shall not exceed six months.

1. 本案研究工作費
由甲方每月致送研究工作費新台幣 元整。

Article 3 Research project fee

Party A will send the research fee of NT $ \_\_\_\_\_\_\_\_ per month.

1. 本案執行之管制
2. 訪問學人係帶職短期在本校工作，每月應至少來校八天，出勤狀況由受理申請之系所、研究中心考核。
3. 訪問學人應於本案計畫執行期限屆滿後二個月內，提出書面研究報告，函送甲方辦理結案手續。
4. 除有特殊原因經甲方同意延期者外，訪問學人如於訪問研究結束後二個月內仍未提送研究報告者，視為不能履行合約，應將已撥付之研究工作費全數返還甲方。

Article 4 Control of the execution of this project.

1. Visiting scholars who work in the school for a short period should come to the school for at least eight days per month. The department or research center that accepts the application will assess the attendance status.

2. The visiting scholar shall submit a written research report within two months after the implementation period of this project and send it to Party A for closing.

3. Except for particular reasons for the extension with the consent of Party A, if the visiting scholar fails to submit the research report within two months after the end of the visiting research, the contract will be deemed as cannot be fulfilled. Thus, the research fee that has been allocated shall be returned to Party A in full amount.

1. 研究成果之發表
經甲方同意後訪問學人始得將執行情形及研究成果對第三者發表或讓第三者知悉（或發表），其研究成果及論文發表，應加入甲方校名及受訪單位名稱。

Article 5 Publication of research results

The visiting scholar may publish or let the third party know (or publish) the implementation situation and research results with the consent of Party A. The research results and papers should be published with Party A's school name and the name of the interviewed unit.

1. 研究成果之歸屬
2. 本案之研究成果所生智慧財產權依甲方「國立臺北藝術大學研發成果與技術移轉管理辦法」及相關法規辦理。
3. 訪問學人有義務協助甲方獲得相關專利權、著作權及其他權益。協助期間不因本案執行期限屆滿而終止。
4. 訪問學人因本案而涉及營業秘密或甲方擬與其他業者授權或合作等事宜，訪問學人應簽署「保密同意書」，以維護甲方權益。

Article 6 Attribution of research results

1. Party A's "Taipei National University of the Arts Research and Development Results and Technology Transfer Management Regulations" and relevant regulations shall handle the intellectual property rights of the research results from this project.

2. The visiting scholar is obliged to assist Party A in obtaining relevant patent rights, copyrights, and other rights. The expiration of the execution period of this project will not terminate the assistance period.

3. If the visiting scholar has a case involving trade secrets or Party A intends to authorize or cooperate with other companies for this project, the visiting scholar should sign a "Confidentiality Consent" to protect Party A's rights and interests.

1. 本案如有涉及人體或人類研究者，依甲方「國立臺北藝術大學推動研究計畫研究倫理審查作業規定」及相關法規辦理研究倫理審查。

Article 7 If this project involves the human body or human studies, the research ethics review shall be handled under Party A's "Taipei National University of the Arts Promotional Research Project Research Ethics Review Operation Regulations" and relevant regulations.

1. 本案執行中訪問學人應善盡維護實驗環境衛生及安全之責。

Article 8 During the execution of this project, the visiting scholar shall meet the responsibility of maintaining the hygiene and safety of the experimental environment.

1. 本案研究成果如具有危害人體健康、污染環境或有公共危險之虞者，訪問學人應有善盡告知甲方之義務。

Article 9 The visiting scholar is obliged to inform Party A if the research results of this project. are likely to endanger human health, pollute the environment or pose a public danger.

1. 本案倘訪問學人有協辦（合作）機關及其他研究人員者，該協辦（合作）機關及研究人員均應遵守本合約之規定，若有違反本合約有關規定，應由訪問學人負責。

Article 10 If the visiting scholar has co-organizing (collaborating) organizations and other researchers in this project, all the co-organizing (collaborating) organizations and researchers should abide by this contract's provisions. The visiting scholar will be responsible for any violation of the relevant conditions of this contract.

1. 合約之終止
2. 訪問學人如未依本案預定進度執行或所執行之工作項目與計畫說明書所列不符，經甲方提請更正，訪問學人如無正當理由而不予更正時，甲方得通知訪問學人終止合約。
3. 合約終止後，訪問學人應將合約終止前所完成之工作成果送交甲方。

Article 11 Termination of the contract

1. If the visiting scholar fails to execute the scheduled progress of the project or the work items performed are inconsistent with those listed in the research proposal, Party A may request to correct it. Party A will terminate the contract when the visiting scholar refuses to correct it without justifiable reasons.

2. After the contract termination, the visiting scholar shall submit the work results completed before the termination of the contract to Party A.

1. 甲、乙雙方及訪問學人就本合約之爭議或糾紛，三方同意於臺灣臺北地區提付仲裁，本合約之解釋、效力與履行及其他未盡事宜，悉依中華民國法律為準，倘因本合約而涉訟時，三方同意以臺灣臺北地方法院為第一審管轄法院。

Article 12 For dissensions or disputes deriving from this contract, the three parties agree to arbitration in Taipei, Taiwan. The interpretation, validity, and implementation of this contract and other unmentioned matters shall be governed by the laws of the Republic of China. If a lawsuit arises from this contract, the three parties agree to use the Taiwan Taipei District Court as the court of first instance jurisdiction.

1. 本合約一式三份由甲乙雙方及訪問學人各保存一份，以資信守。本合約之附件視為合約書之一部份。

Article 13 This contract shall be kept in triplicate by Party A, Party B, and the visiting scholar; each party must keep one copy. The attachments of this contract are deemed as part of the contract.

立合約人甲 方：國立臺北藝術大學

Contractor Party A Taipei National University of the Arts

代表人：校長 　　　（簽章）

Representative: President Signature

計畫主持人/單位主管： 　　　（簽章）

Principal investigator / Unit supervisor Signature

乙 方：（機構名稱）

Party B Name of organization

代表人： （簽章）

Representative Signature

訪問學人： 　 （簽章）

Visiting Scholar Signature

中華民國 年 月 日

Republic of China Year Month Day