

## **National Chi Nan University's Operational Counseling and Service Contract for Vendors Settled in (Template)**

Party A: National Chi Nan University      Party B: \_\_\_\_\_

Party B applies to enter the location of Party A's Entrepreneur Incubator and accepts various operational guidance from Party A's Entrepreneur Incubator. Its application has been reviewed and approved by Party A, and the terms agreed with Party B are as follows:

1. Operation project name: \_\_\_\_\_
2. Operation plan content: For details, please see the attached " \_\_\_\_\_ Operation Plan" (the plan is part of this contract).
3. Time of entry: \_\_\_\_ year \_\_\_\_ month \_\_\_\_ day to \_\_\_\_ year \_\_\_\_ month \_\_\_\_ day, for a period of \_\_\_\_ years. Party B shall complete the move-in within 1 month from the date of being allowed to move in. If Party B fails to move in due to reasons attributable to Party B beyond the time limit, it will be deemed as a waiver; this contract will be deemed to have been invalid from the beginning.
4. In order to improve the coaching performance, both parties may mutually agree on the specific coaching work and coaching plan (considered as part of this contract) within 1 month of Party B's entry into the country based on Party B's operation plan. .
  1. Experimental research and testing services.
  2. Technology introduction and technology development consulting.
  3. Business management consulting.
  4. Cultivation of computer, business management and technical expertise.
  5. Office administrative services.
  6. Corporate marketing and publicity.
  7. Investment briefing.
5. In order to implement the coaching projects mentioned in the preceding article, Party A may recommend Party A's existing service business to Party B, and Party B will pay for it according to the charging standards set by Party A or as separately negotiated by both parties.
6. Party A agrees to provide a space located in room \_\_\_\_ and \_\_\_\_ square meters as a research and development operation site for Party B and its employees, and the monthly fees payable are:
  1. Maintenance and management fee: Payment is made in one installment of \_\_\_\_\_ months. Party B shall pay Party A's maintenance and management fee of NT\$ \_\_\_\_\_ per installment (NT\$ \_\_\_\_\_/month \* \_\_\_\_\_ month) before the 15th of the first month of each installment.
  2. Electricity bill: actual payment, with \_\_\_\_\_ months as one installment. Party A should report the amount of the previous installment to Party B one month before the

expiration of each installment.

3. Payment for this contract shall be made by wire transfer in each installment to the account designated by Party A:

Account name: "國立暨南國際大學校務基金401專戶"

Bank name: "第一商業銀行埔里分行 First Commercial Bank Puli Branch"

Account number: "4423-0100-039"

The facilities of the operating site shall be constructed by Party B by itself. However, the design drawings must be approved by Party A's Entrepreneur Incubator and the General Affairs Office Maintenance Team before construction. Safety materials must be used in accordance with the "Building Interior Decoration Management Regulations" promulgated by the Ministry of the Interior. and be constructed by interior decoration practitioners licensed by the Ministry of Interior.

7. In order to ensure that Party B pays various benefits during the period of settlement, Party B shall pay 3 months of maintenance and management fees as a deposit at the same time as the contract is signed. Party A will return it without interest after Party B completes the move-out procedures and deducts the fees owed by Party B.
8. During the period when Party B is stationed, Party A will provide the following basic counseling services:
1. Free use of Party A's library resources.
  2. Free use of the conference room or training classroom of Party A's Entrepreneur Incubator for 4 hours per month, but advance reservation is required.
  3. Party A's Entrepreneur Incubator will provide information on relevant industrial policies from time to time.
  4. Participate in free lectures organized by Party A's Entrepreneur Incubator.
  5. 20% off discount for participating in paid lectures or training courses at Party A's Entrepreneur Incubator.
  6. Provide reference opinions for applying for government projects.
9. Party B may use Party A's public facilities, including, but shall negotiate and borrow them in accordance with Party A's public facilities management regulations.
10. During the contract period after signing, Party B shall pay Party A a settlement service fee of NT\$\_\_\_\_\_ dollars every year to perform the above services.
11. Party A shall provide general access control security facilities for the entry site according to its own plan. Party B's business secrets, technical documents or finished product formulas and other confidential information and other property shall be properly kept by itself, and Party A is not responsible for the management; however, Party A becomes aware of Party B's business, technology, layout, and market due to this contract or Party B's entry. , planning and financial and other related information as well as the information in Article 10 of this contract shall be obliged to keep confidential; Party A

shall not disclose it to a third party or make it public without the prior consent of Party B. The aforementioned confidentiality obligations will continue to be effective within 5 years from the date of termination, rescission or expiration of this contract.

12. In order to understand Party B's operational performance, Party A may request Party B to provide progress reports every 6 months. The content of the reports should include the current status of R&D, business and finance, and the difficulties or bottlenecks encountered.
13. Party B shall abide by the relevant regulations of Party A during the period of settlement. If there is any violation and Party A fails to make improvements within a time limit, Party A may terminate the contract and Party B shall have no objection.
14. Party B shall be responsible for the work safety of its employees and must abide by labor safety and health regulations.
15. If Party A must stop operations due to force majeure such as natural or major accidents, Party A may terminate the contract in advance. In addition to Party A's management responsibilities, Party B shall bear the responsibility for property management. If Party B must terminate the move in advance due to business factors, research and development projects or other operating conditions, Party B shall submit a written application to Party A to terminate this contract 2 months before the scheduled move-out date, and it shall not be terminated in advance. and bear any responsibility.
16. When this contract is terminated due to expiration, Party B shall move out of Party A's location within 1 month from the date of termination of the contract and restore the operating premises to its original condition. Party B shall still pay maintenance and management fees to Party A during the one-month relocation period. If Party B has not moved within one month, it will be deemed that Party B has given up ownership of the property and all property will be at Party A's disposal. However, the cost of cleaning up the property by Party A shall still be borne by Party B.
17. During the period of settlement, if Party B operates smoothly, the scale of the enterprise grows rapidly or for other reasons, Party B may apply for early termination of the contract with Party A. However, Party B shall notify Party A in writing one month in advance and complete the eviction process.
18. If Party B fails to pay the maintenance and management fees in full for more than 3 months, and Party A sends a written reminder but fails to comply, Party A may terminate the contract and use the deposit paid by Party B to deduct all unpaid fees payable by Party B. .
19. Three months before the expiration of the move-in period, if Party B assesses that the relocation will cause poor connection or other risks, it may apply for an extension of one year, which may be extended with the written consent of Party A. If the product or technology developed by the Settled manufacturers is an industry that requires long-term

research, and the operating environment can be measured, the extension may be extended for more than 2 years with the written consent of Party A. The period shall be determined by Party A.

20. Party B agrees to choose at least one of the following ways to give back to National Chi Nan University:

- Provide internship, traineeship, and work-study opportunities for at least 3 current students of our school during the period of settlement, and provide employment records for reference.
- Provide a rebate of NT\$\_\_\_\_\_ to the Entrepreneur Incubator of National Chi Nan University, and pay it before the expiration of graduation (\_\_\_\_ month \_\_\_\_ day, \_\_\_\_ year).
- Others:\_\_\_\_\_

21. If either Party A or Party B has a breach of contract or a dispute arises between the two parties, they should first seek resolution through negotiation. If both parties need to initiate legal proceedings, they agree to use the Nantou District Court in Taiwan as the court of first instance jurisdiction.

22. If there are any unsettled matters in this contract, it may be revised with the consent of both parties.

23. This contract is made in 4 copies, with Party A and Party B each holding 2 copies.

person who made the contract

Party A: National Chi Nan University

Representative: Person in charge ○○○

Contact person: Director of Entrepreneur Incubator ○○○

Contact Address:

Contact number:

Party B:

person in charge:

contact person:

Contact Address:

Contact number:

Republic of China

year

month

day