

## **NATIONAL TAIWAN UNIVERSITY**

### **Directives for the Management of Sponsored Projects**

November 28, 2023 Amended and passed by the 3,158<sup>th</sup> Administrative Meeting  
December 06, 2023 Passed by the University Endowment Fund Management Committee at its 3<sup>rd</sup>  
meeting of 2023

(See the final page for full amendment history.)

- Article 1 National Taiwan University (NTU or “the University”) formulates the *NTU Directives for the Management of Sponsored Projects* (“the Directives”) to act in concert with the nation’s cultural, economic, and technological development and to strengthen the University’s management of joint collaborations.
- Article 2 Matters pertaining to joint collaborations at the University shall be handled in accordance with the provisions of the Directives, unless otherwise required by law. International joint projects or joint collaborations shall be handled in accordance with the provisions of the Directives.
- Article 3 The University’s administrative affairs as they relate to joint collaborations shall be planned, coordinated, and promoted by the Office of Research and Development. Colleges may establish their own joint collaboration committee to handle the promotion of joint collaboration affairs.
- Article 4 “Joint collaborations” as referred to in the Directives are matters that are jointly undertaken with government agencies, business organizations, non-governmental organizations, or academic institutes; the scope of which includes the following:
1. Special research projects
  2. Inspection and testing, identification and analysis, technological consultancy, design and production, and other technical services of a straightforward nature which do not involve the production of patentable results.
  3. Internships
  4. Other affairs involving joint collaboration
- Article 5 If any NTU unit or faculty member wishes to apply to or accept a commission from an off-campus organization to conduct special research projects, they shall submit an application form with the required documents to the head of their associated unit, who shall then forward the application to the University for approval before it can be sent to the off-campus organization. Faculty members who wish to provide technical services commissioned by off-campus organizations without partaking in any relevant special research projects shall first submit the completed Technical Services Account Application Form to the head of their affiliated unit to be forwarded to the University for approval before embarking on the endeavor in accordance with the University's administrative procedures.

For applications for which a university-level research center is the executing unit, the submission shall be made via the center if the applicant is a top-level director of the center or if the application is for an integrated project. For other applicants, applications must be approved by the head of their

associated college and department (institute) before being forwarded to the University for approval.

Retired faculty members and research personnel may also submit their applications to the head of their affiliated unit to be forwarded to the University for approval if they are serving as Academia Sinica Academicians or were previous recipients of the following awards: national chair professorships, academic awards, or the National Award for Distinguished Contribution to Industry-Academia Cooperation awarded by the Ministry of Education; the Distinguished Research Award (two-time recipient) awarded by the Ministry of Science and Technology (MOST or its predecessor, the National Science Council); the Outstanding Scholar Awards awarded by the Foundation for the Advancement of Outstanding Scholarship; or any other equivalent award recognized by the Office of Research and Development. In addition, the applicant's previous employment unit shall clearly specify, during the application process, their willingness to undertake all relevant administrative tasks as well as provide the space and equipment necessary for the applicant's research.

If the application for a project to be conducted in conjunction with another academic institute is not submitted through NTU, it shall be reported in a timely fashion to the University for reference after the completion of the application process.

To facilitate the NTU Graduate School of Advanced Technology in actively promoting joint collaboration in fields deemed to be a national priority, jointly appointed faculty members from said graduate school and other colleges (or centers) may, through the graduate school, engage in joint collaboration with for-profit organizations.

Article 6 The administrative expenses of projects jointly conducted with businesses or other for-profit organizations that are not state- or government-owned shall be earmarked in accordance with the following principles:

1. If the project agreement states that the outcomes of the research project are the sole property of the University, then 25% or more of the project funds shall be earmarked for administrative fees. The aforementioned percentage also applies if it is agreed that the research outcomes are shared by both parties, the collaborating organization is responsible for the patent application and maintenance fees, and the University may transfer the outcomes to a third party. For research projects whose administrative fees are funded in accordance with this subparagraph, negotiations with the University may be conducted regarding the authorization/transfer of research outcomes or the transfer of intellectual property rights.
2. If the project agreement states that the outcomes of the research project are to be the sole property of the collaborating organization, or are to be shared by both parties but the University is required by the agreement or by law not to authorize or transfer the research outcomes to a third party, then 25% or more of the project funds shall be earmarked for administrative fees and 15% or more of the project funds shall be earmarked for the early-stage technology transfer licensing fee.

3. For special research projects whose collaborating organization is, by agreement, not entitled to any rights to the collaboration outcomes, 15% or more of the project funds shall be earmarked for administrative fees.

The aforementioned term “not entitled to any rights” means that the collaborating organization can only receive information of the collaboration outcomes and is not entitled to the intellectual property rights or allowed to restrict the University’s use, authorization, or transfer of the collaboration outcomes. The administrative expenses of the Academia-Industry Cooperation Alliance established under the projects of the Directives shall be handled in accordance with this subparagraph due to membership service revenues not involving any intellectual property rights.

The provisions of the preceding paragraph apply to cases whose collaborating party is a natural person or foreign organization.

However, for academic research-oriented international universities, the administrative expenses may be earmarked according to the principle of reciprocity, which shall be approved through a special application submitted by the principal investigator with necessary administrative procedures.

If the source of funding for a joint collaboration involves government resources or a non-profit organization, the administrative fees shall be calculated in accordance with the following principles :

1. For projects whose collaborating organization is a domestic government agency or institution, 10% or more of the project funds shall be earmarked for administrative fees. This also applies to projects where the collaborating organization is not a domestic government agency or institution, but the funding for the joint collaboration with NTU derives from a project conducted in collaboration with a domestic government agency or institution that has already earmarked the administrative fees in accordance with the aforementioned standards and reached an agreement regarding the ownership of the research outcomes.
2. For projects whose collaborating organization is a nonprofit organization/association, foundation, or government-/state-owned enterprise, 20% or more of the project funds shall be earmarked for administrative fees.
3. For projects referred to in the two preceding subparagraphs, if an intellectual property ownership clause such as that stated in Paragraph 1, Subparagraph 2 of this Article is agreed upon, then a percentage of the project funds shall be earmarked accordingly for the early-stage technology transfer licensing fee ; this stipulation does not apply, however, to projects whose collaborating organization is a domestic government agency or institution. For projects that meet the criteria stated in Paragraph 1, Subparagraph 3 of this Article, the percentage of project funds earmarked for administrative fees may be reduced to 15%.

The total project amount of a joint project includes the total project funds and the early-stage technology transfer licensing fee. Total project funds are the sum of the research funding required by the principal investigator to conduct the project and the administrative fees calculated as a percentage of

total project funds.

Principle investigators of special research projects whose calculated administrative fees do not meet the University's standards or the stipulated earmarking principles set forth herein shall be required to submit a special application which shall go through the necessary administrative procedures at the principal investigator's associated college/center and the Office of Research and Development before being submitted to the NTU President for approval.

If necessary, the Office of Research and Development may represent the University in negotiations with the collaborating organization to determine an amount of administrative fees that is acceptable to both parties. Projects whose administrative fees are lower than NTU's standards shall prioritize earmarking the required percentage for the University.

If the property rights to buildings as well as valuable instruments and equipment shall be relinquished to NTU after project completion, as per the contract, the University may, upon due consideration of actual needs and circumstances, agree to a reduction in or waiver of a portion of the aforementioned administrative fees.

NTU units applying for sponsored projects that draw on joint collaboration funds to sustain their operations may set the administrative fees at more than 25%.

The aforementioned fees shall be collected by the University and apportioned among the relevant units. The guidelines for fee allocation are stipulated separately.

Article 6-1 Technical services commissioned by off-campus organizations and provided by the University shall be charged an administrative fee amounting to at least 20% of the total fees payable for the commissioned work.

The total fees payable for commissioned work shall refer to the sum of funds required by the principal investigator to provide a technical service, and the administrative fees calculated as a percentage of the total fees payable for said commissioned work.

Technical service fees shall be determined in accordance with Paragraph 8 of the preceding Article after the deduction of relevant government taxes (if applicable) has been made.

Article 7 Contracts and project protocols pertaining to joint collaborations shall adhere to the regulations stipulated in the following subparagraphs:

1. Both parties to a joint collaboration shall enter into a contract, or for solely commissioned technical service cases, a written agreement instead.

In principle, one contract shall be drawn up for every special research project undertaken. However, projects that are similar in nature and commissioned or funded by the same organization may collectively be bound by a single contract.

2. In principle, contracts shall be signed by the University and countersigned by the principal investigator. If a project has multiple principal investigators, then one principal investigator shall be appointed as the

countersigner.

3. Contracts that do not specify an effective date shall become effective upon signing by both parties. Contracts shall also specify the number of copies executed by either party to be given to the relevant units for retention.
4. If necessary, a contract may be modified or extended with the consent of both parties. For major modifications or an extension of one year or more, a new contract shall be formulated. Contract renewal is not required for extensions of the contract period of less than one year if there are no major modifications to the contract itself and both parties can agree to such changes through an exchange of letters. However, should there be any changes to the project content, a copy of the new project protocol shall be attached to each copy of the original contract for reference.
5. For special research projects commissioned or sponsored by government agencies or public or private organizations and conducted by NTU in conjunction with other academic institutes, the two parties may, if deemed necessary, enter into a separate contract in accordance with the provisions of this Article.
6. If the format for a project protocol is specified by the collaborating party, then the format shall be applied accordingly. The approved project protocol shall be attached to the contract.
7. The rules concerning project numbering and usage are stipulated separately.

Article 8 Operations pertaining to joint collaborations shall adhere to the regulations stipulated in the following subparagraphs:

1. Any construction/renovation of buildings, or procurement and maintenance of books, instruments, equipment, specimens, or other items required for joint collaborations shall be carried out in accordance with government laws and NTU regulations and procedures.
2. The contract or project protocol for joint collaborations shall clearly state whether the collaborating party is required to provide special assistance with any project operations.
3. The contract or project protocol for joint collaborations shall clearly state whether the collaborating party is required to provide locations, storage space, vehicles, vessels, instruments, equipment, etc. Negotiations shall be conducted with the collaborating party in regard to expenses required for maintenance, insurance, and tax purposes before such expenses are included in the project budget.
4. The contract, project protocol, or written agreement for joint collaborations shall clearly outline the apportionment of liability for damages sustained during the course of the joint collaboration.
5. During the implementation of a joint collaboration, each party may appoint personnel to be in charge of communication and coordination; the personnel may also be sent to oversee on-site operations.
6. Written consent must be obtained from the collaborating party if, due to

special circumstances, any task of an ongoing joint collaboration needs to be partially outsourced to another institute.

7. If a special research project is yet to be completed by the end of a year and an application for the carryover of funds must be submitted to the collaborating party, the principal investigator shall make arrangements in advance in order to prevent project implementation from being affected by the temporary freezing of the funds before the approval of the application.
8. The principal investigator shall request payment from the collaborating party within six months of the special research project contract's effective date or after the technical service application has been approved. If the payment is not requested or not issued within the time frame specified, the principal investigator shall submit a written explanation to the University and handle the subsequent matters.
9. Payment requests, payment issuance by the collaborating party, and special research project closure shall be completed within six months of the contract's expiration date. If payment is not requested or not issued within the time frame specified, the principal investigator shall submit a written explanation to the University and handle the subsequent matters.
10. If a special research project fails to be completed as required within the time frame stipulated in the contract, the principal investigator shall apply for an extension and obtain consent from the collaborating party through the University, unless otherwise agreed upon by the two parties.
11. If a special research project cannot continue due to special circumstances, the principal investigator shall submit a written explanation to the University, which shall request contract termination with the collaborating party.

Article 9 Assets pertaining to joint collaborations shall adhere to the regulations stipulated in the following subparagraphs:

1. Ownership rights to buildings shall be handled as agreed upon by the two parties.
2. Unless otherwise agreed upon by the two parties, NTU shall be granted ownership rights to the books, instruments, equipment, and specimens required for a project, and these shall be managed as University assets.

Article 10 Personnel may work on joint collaborations in the following five capacities:

1. Principal investigator: The principal investigator must be a full-time personnel at NTU. If the principal investigator is a faculty member, they must hold the position of lecturer or higher. If the principal investigator is a staff member, they must hold the position of unit head, technician, or higher. If the principal investigator is a researcher, they must hold the position of assistant research fellow/expert or higher. For a domestic government agency or institution with stipulated eligibility criteria for a principal investigator, those criteria shall prevail.
2. Co-principal investigators, sub-investigators, and other researchers are not limited to NTU personnel and can be appointed by the collaborating

party. The qualifications required for these project personnel shall be the same as for the principal investigator.

3. If a project requires domestic or international experts, they may be invited to provide assistance or guidance. Invitations shall be extended in accordance with any agreements made; if no agreements have been made, the collaborating party shall be consulted before proceeding with the invitation or the University shall request the relevant agencies to assist with the invitation.
4. Postdoctoral fellows must be doctoral degree holders working in a field related to their doctoral degree. This restriction does not apply if otherwise stipulated by the collaborating party or if other special circumstances exist. Postdoctoral fellows shall be employed by a project's principal investigator in accordance with the regulations of NTU and the commissioning organization, and shall be compensated according to the contract, project protocol, the NTU Postdoctoral Fellow Salary Schedule, or the standards set forth by the commissioning organization. If additional compensation not specified in the aforementioned salary schedule is required, it shall be handled according to the NTU Postdoctoral Fellow Salary Increase Table.
5. Assistants and temporary personnel: A project's contract or protocol shall clearly state if the employment of assistants or other temporary personnel (including contract employees) is required. The employment of such personnel shall be carried out in accordance with the relevant regulations.

Assistants include the following:

1. Full-time research assistants:
  - 1) Full-time research assistants must work full-time on the project. Doctoral or Master's degree students who have completed their degree and are working full-time on a project can be employed by the principal investigator after receiving approval from the University; however, the regulations set forth by NTU and the commissioning organization shall be complied with. The employment of full-time research assistants shall be carried out by the principal investigator in accordance with the regulations set forth by NTU and the commissioning organization. Full-time research assistants shall be compensated pursuant to the contract, the project protocol, the NTU Full-Time Research Assistant Salary Schedule, or the standards set forth by the commissioning organization.
  - 2) For projects whose source of funding is a non-governmental organization or government agency/institute that has authorized the University to stipulate the salary policy, if the principal investigator wishes to employ full-time research assistants who possess special, rare, or competitive skills, salary increases and the deliberation process shall be handled in accordance with the NTU Full-time Research Assistant Salary Increase Table. For projects whose source of funding is not a government agency/institute, the preceding restrictions shall not apply if the special personnel employment qualifications and the

salary policy have both been clearly stipulated in the contract, which shall take precedence. Personnel of the type mentioned in this Item shall be given the title of research associate.

- 3) For the aforementioned projects with salary increases for research assistants, the associated college (center) shall be partially responsible for any increased expenses incurred by changes in the administrative fees.
2. Part-time assistants: Personnel of this type are limited, in principle, to NTU personnel. If the employment of off-campus part-time personnel is required for specific reasons, labor laws shall be complied with and the University's approval must be obtained before proceeding. If the collaborating party has stipulated any restrictions, their consent must be obtained in advance.
3. Part-time student assistants and research fellowship recipients (including recipients of research assistantship stipends):
  - 1) Graduate students: Apart from inter-university projects, the employment of graduate students as part-time personnel shall be limited, in principle, to NTU graduate students. If the employment of any graduate student from another university is absolutely necessary, then approvals must be obtained from both NTU and the university where the student is enrolled. If the collaborating party has stipulated any restrictions, their consent must be obtained in advance.
  - 2) Undergraduate students: Personnel of this type are limited, in principle, to NTU undergraduate students whose field of study is related to the project.
  - 3) If any student approved for employment applies for a suspension of or withdrawal from their studies, they shall cease to hold the aforementioned position starting from the date stated on their Certificate of Suspension of Studies or Certificate of Withdrawal from Studies.
4. Applications to hire part-time personnel shall be made in accordance with the regulations set forth by NTU and the commissioning organization. If a project's account includes funds earmarked for part-time assistants or research fellowship recipients, then part-time research fees can be drawn from the account in accordance with the regulations set forth by NTU and the collaborating organization. Part-time research assistants shall be compensated pursuant to the contract, the project protocol, the NTU Part-time Project Assistants and Research Fellowship Recipients Maximum Monthly Stipend Table, or the relevant standards set forth by the commissioning organization.

In principle, postdoctoral fellows and full-time research assistants may undertake other part-time work or teaching duties only if it does not compromise the interests of the University and the joint collaboration, or the personnel's ability to fulfill their employment-related obligations. All applications shall be made in accordance with the relevant administrative procedures. In principle, all part-time work and teaching shall be undertaken outside of the personnel's designated working hours. If the endeavor must be



undertaken during said working hours, it shall not take up more than four hours a week, and shall be handled in accordance with the University's regulations pertaining to leave-taking. If relevant regulations have been established by the collaborating party to restrict such endeavors, said regulations shall prevail.

**Labor contractors:** Certain project work (e.g., translation, transcription, etc.) may be outsourced in accordance with the Government Procurement Act and the commissioning organization's regulations. Contractors shall be reimbursed accurately in accordance with the University's accounting rules.

All project personnel are obliged to strictly observe the regulations set forth by NTU and the collaborating organization.

For non-project-based work, the execution unit shall adhere to relevant administrative procedures and obtain the special signed approval of the University's funds management unit before making the necessary arrangements in accordance with the Directives, which shall apply *mutatis mutandis*.

**Article 11** The University and the collaborating party shall agree to handle matters relating to joint collaborations' personnel exchanges, training, and funding, as outlined in the following subparagraphs:

1. **Personnel exchanges:** Conducting research and experiments with the personnel and equipment of both parties as a form of mutual support
2. **Lectures:** Inviting domestic and international experts and scholars to give lectures on special scientific knowledge and technologies
3. **Training workshops:** Workshops on special knowledge and technologies that issue certificates to students with a passing grade
4. **Continuing education degrees or elective credit courses under NTU departments/institutes:** Offered in accordance with the relevant regulations
5. **Field visits and internships:** NTU students can participate in field visits at the collaborating organization or use the latter's equipment to conduct experiments in internship programs under the instruction and assessment of the collaborating party.
6. **Scholarships:** The collaborating party may establish scholarships within related NTU departments/institutes.

**Article 12** Management of funds pertaining to joint collaborations shall adhere to the regulations stipulated in the following subparagraphs:

1. Unless otherwise agreed upon, the collaborating party shall make a one-time appropriation to the University, which shall be responsible for handling reimbursement applications.
2. All research funds shall go into the university endowment fund in accordance with the relevant regulations, with all income and expenditures handled accordingly.

3. The expenditure and reimbursement of funds shall be handled in accordance with the accounting procedures and the relevant laws and regulations.
4. Funding shall be used only for approved items in the contract or project protocol. Changes in the use of funds shall be reported to the University, which shall obtain consent from the collaborating party (fund expenditures may be subject to change to the degree stipulated by the collaborating party).
5. All expense records shall be compiled into a hard copy after the completion of a joint collaboration. Unless it is agreed that the expense records shall be turned over to the other party, the records shall be retained at the University for reference. If the records are needed by the collaborating party for reimbursement purposes, the University may be asked to present the necessary supporting documents or receipts.
6. The use and management of administrative fees shall be stipulated separately.
7. Any income received from interest, fines, or product sales during the course of a joint collaboration shall be handled in accordance with prevailing laws and regulations.
8. Should the collaborating party of an ongoing joint collaboration wish to learn about the relevant project expenses, they shall be given a detailed explanation and provided with the relevant information and tables.
9. Expense reports for ongoing joint collaborations shall be submitted regularly in accordance with the agreed upon terms.
10. The submission of a special research project's income and expenditure report after project completion as well as the handling of any remaining funds shall be handled in accordance with the agreed upon terms and the relevant regulations set forth by the University. For the Academia-Industry Alliance member account established under the projects of the Directives, if one wishes to sustain its member account to advance the affairs stipulated in the alliance's charter after the end of project tenure to pursue sustainable management, an application may be submitted for approval by the University according to necessary administrative procedures.
11. If a special research project is yet to be completed by the end of a year, an application to carry over the funds shall be made to the collaborating party in accordance with the terms agreed upon.
12. At contract termination, any remaining project funds shall be handled in accordance with the agreed upon terms. If no prior agreements have been made, the collaborating party shall be negotiated with and expenditures on non-essential items shall be suspended immediately until a resolution is reached.
13. Joint collaboration project funds shall be managed in accordance with the provisions of this Article unless otherwise stipulated in the contract.
14. Project funds from other sources shall be managed in accordance with

this Article unless otherwise stipulated in the contract.

Article 13 The Directives shall be passed by the Administrative Meeting and the University Endowment Fund Management Committee and then implemented on the date of promulgation.

[Full amendment history]

- June 07, 1983 Passed by the 1,403<sup>rd</sup> Administrative Meeting
- June 17, 1986 Amended and passed by the 1,532<sup>nd</sup> Administrative Meeting
- October 06, 1987 Amended and passed by the 1,585<sup>th</sup> Administrative Meeting
- June 19, 1990 Amended and passed by the 1,694<sup>th</sup> Administrative Meeting
- January 28, 1997 Amended and passed by the 1,995<sup>th</sup> Administrative Meeting
- September 22, 1998 Amended and passed by the 2,073<sup>rd</sup> Administrative Meeting
- August 12, 2003 Amended and passed by the 2,304<sup>th</sup> Administrative Meeting
- August 29, 2006 Amended and passed by the 2,445<sup>th</sup> Administrative Meeting
- March 20, 2007 Amended and passed by the 2,472<sup>nd</sup> Administrative Meeting
- May 22, 2007 Amended and passed by the 2,481<sup>st</sup> Administrative Meeting
- August 21, 2007 Amended and passed by the 2,492<sup>nd</sup> Administrative Meeting
- December 18, 2007 Amended and passed by the 2,506<sup>th</sup> Administrative Meeting
- August 19, 2008 Amended and passed by the 2,538<sup>th</sup> Administrative Meeting
- December 08, 2009 Amended and passed by the 2,602<sup>nd</sup> Administrative Meeting
- May 10, 2011 Amended and passed by the 2,668<sup>th</sup> Administrative Meeting of the University
- February 21, 2012 Amended and passed by the 2,705<sup>th</sup> Administrative Meeting
- September 11, 2012 Amended and passed by the 2,729<sup>th</sup> Administrative Meeting
- January 21, 2014 Amended and passed by the 2,796<sup>th</sup> Administrative Meeting
- November 04, 2014 Amended and passed by the 2,833<sup>rd</sup> Administrative Meeting
- December 22, 2015 Amended and passed by the 2,886<sup>th</sup> Administrative Meeting
- January 13, 2016 Passed by the University Endowment Fund Management Committee at its 2<sup>nd</sup> meeting, 2015
- April 18, 2017 Amended and passed by the 2,945<sup>th</sup> Administrative Meeting
- May 09, 2017 Passed by the University Endowment Fund Management Committee at its 1<sup>st</sup> meeting in 2017
- December 18, 2018 Amended and passed by the 3,024<sup>th</sup> Administrative Meeting
- January 7, 2019 Passed by the University Endowment Fund Management Committee at its 1<sup>st</sup> meeting, 2019
- September 17, 2019 Amended and passed by the 3,051<sup>st</sup> Administrative Meeting
- September 25, 2019 Passed by the University Endowment Fund Management Committee at its 3<sup>rd</sup> meeting in 2019
- December 10, 2019 Passed by the 3,057<sup>th</sup> Administrative Meeting
- May 04, 2020 Passed by the University Endowment Fund Management Committee at its 1<sup>st</sup> meeting in 2020
- March 09, 2021 Amended and passed by the 3089<sup>th</sup> Administrative Meeting
- April 16, 2021 Passed by the University Endowment Fund Management Committee at its 1<sup>st</sup> meeting in 2021
- November 23, 2021 Amended and passed by the 3,107<sup>th</sup> Administrative Meeting
- December 23, 2021 Passed by the 4<sup>th</sup> University Endowment Fund Management Committee Meeting of 2021
- February 14, 2023 Discussed and passed by the 3,140<sup>th</sup> Administrative Meeting
- March 23, 2023 Passed by the University Endowment Fund Management Committee at its 1<sup>st</sup> meeting of 2023