

Department of Civil Engineering of National Cheng Kung University
Copyright of License Agreement

著作權授權同意書

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Terms and Conditions:

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The Licensor agrees to give the non-exclusive license of the economic right of Submission _____ to the Licensee for non-profit-making purposes, use in domestic and overseas promotion permanently. The Licensee will also own the unlimited rights to the Submission for the purposes of reproduction, editing, modification, adaption, publication, distribution, leasing, public broadcast, public transmission, and public exhibition, in any and all forms to utilize all other economic rights, with no need to provide prior notice to the Licensor. The Licensor also hereby declares that he/she will permanent forfeit his/her moral rights to the Licensee. The Licensor also agrees to the Licensee is not only granted the ability to sublicense the Submission to a third party but can also sublicense the non-exclusive license of the Submission to a third party in the above scope of license.

第二條 授權期間

授權人同意自報名日起，同意本授權書授權期限為永久，授權人絕無異議。

2. Term of the Agreement

By signing this Agreement, the Licensor recognizes that upon the day of submission, all rights of copyright as mentioned above will be permanent indefinitely to the Licensee.

第三條 權力瑕疵擔保及協助訴訟義務

3. Warranty Against Defects and Litigation Obligations:

一、授權人保證確實擁有本著作之著作權或其他相關合法權利，得授與本授權書所約定之非專屬授權，並擔保本著作及本授權書之授權絕無違反著作權法或其他法規之情事，如有違法而致被授權人遭受損害時，被授權人得向授權人請求全部之損害賠償，授權人願負一切法律責任。

(1) The Licensor hereby declares that before signing the Agreement, they own the copyright and other relevant legal rights for the Submission, and therefore can grant the non-exclusive license of the Submission to the Licensee. The Licensor also guarantees that the Submission in no way violated the Copyright Act or other laws or regulations. In case a violation of the law occurs surrounding the Submission, and should that lead to any injuries or damages to the Licensee, the Licensor will take full legal responsibility and be liable for any injuries and damages to the Licensee.

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(2) In the case of a third party claim against the Licensee stating that the Licensor's Submission damages or infringes on his/her copyright or other relevant legal rights, the Licensee shall inform the Licensor in writing. It will then be the Licensor's responsibility to assist in settling the dispute to safeguard the rights and interests of the Licensee. If said claim eventually results in a court verdict and the Licensee is deemed liable and therefore must pay for damages to said third party, the Licensor shall be held responsible and pay the Licensee for all damages related to the court case, including but not limited to litigation expenses, retainer fees, and damage costs.

以上，恐口說無憑，授權人特簽署本授權書以表同意。

In witness whereof, the Licensor here to have executed this Agreement on the date and year written below.

此致

TO

國立成功大學土木工程學系

Department of Civil Engineering of National Cheng Kung University

立同意書人簽章 Name of the Licensor :

居留證號 ARC Number : (Please attach photocopy of ARC)

戶籍地址 Permanent Address :

連絡電話 Contact Number :

Date: _____ (Day), _____ (Month), 2019 / 中華民國 108 年 月 日