

6G-FORMOSA OPEN CALL 2026
JOINT TESTING & VALIDATION CONTRACT

BETWEEN

Industrial Technology Research Institute AND

[Name of PARTNER]

This Contract is made and entered into by and between:

Industrial Technology Research Institute, headquartered at No. 195, Section 4, Chung Hsing Road, Chutung, Hsinchu, Taiwan 310401, R.O.C, represented by *[NAME]*.

(hereinafter, “**ITRI**”),

and

PARTNER, with the legal address at *XXXX, VAT No. XXX, represented by [NAME]*.

hereinafter jointly referred to as the Parties and individually as a Party. The Parties mutually acknowledge having the sufficient legal capacity to enjoy rights and be subject to obligations in accordance with this Contract

WHEREAS

- (A) ITRI owns and operates the “6G-FORMOSA trial network” (the “**Trial Network**”) and seeks to foster the advancement of frontier 6G technologies by engaging qualified entities to perform the **Joint Testing and Validation Services** within the Trial Network (the “**Services**”);
- (B) PARTNER has been selected as the successful applicant under the **Open Call 2026** to provide the Services for the project titled *[PLEASE INSERT THE TITLE OF THE PROJECT]* (the “**Project**”).

1 Purpose

The purpose of this Contract is to establish the terms and conditions under which PARTNER shall perform the Services for the implementation of the Project. The Project shall be conducted within the 6G-FORMOSA Trial Network for the validation of frontier 6G technologies, as further detailed in the **Work Plan** (Annex A).

2 Starting date and duration

- 2.1 The Project shall commence on the date of the last signature of this Contract by the Parties (the “**Starting Date**”).
- 2.2 The duration of the Project shall be **five (5) months** from the Starting Date (the “**Project Period**”), during which PARTNER shall complete all Services on schedule and submit the **Final Technical Report** to ITRI for ITRI’s formal approval in accordance with Section 5 in this Contract.
- 2.3 Any extension of the Project Period shall be subject to a written agreement signed by the Parties at least thirty (30) days before the original expiry date.

3 Performance

- 3.1 PARTNER shall perform the Services under this Contract in accordance with the requirements of the Open Call 2026 and the Work Plan (Annex A).
- 3.2 PARTNER shall not sub-contract the Services in whole or in substantial part to any third party and shall not sub-contract the Services to the third party which is the corporation or entity organized and existing under the laws of People's Republic of China, Hong Kong or Macao or who is the individual with nationality in People's Republic of China, Hong Kong or Macao. PARTNER shall be liable with its subcontractor jointly and severally for any violation herein.
- 3.3 The Services provided under this Contract shall be strictly limited to the technical capabilities, supported service items, and testing scope of the existing Trial Network infrastructure. Any tasks or work items requested by PARTNER that fall outside the scope of the Open Call 2026 or the predefined technical limits of the Trial Network shall be subject to a separate service agreement and additional fees to be negotiated between the Parties.
- 3.4 PARTNER shall ensure that all the Services is performed in a professional manner and fulfills the technical specifications and quality requirements set forth in the Work Plan (Annex A).
- 3.5 To ensure the quality of project outputs and progress, PARTNER shall participate in monthly progress online meetings organized by ITRI. During these online meetings, ITRI will monitor the technical work and provide necessary coordination to facilitate PARTNER's integration into the 6G-FORMOSA Trial Network.
- 3.6 PARTNER shall promptly notify ITRI of any technical or administrative changes that may affect the implementation of the Services or the delivery of results..

4 Contract Price and Payment Terms

- 4.1 The total amount payable to PARTNER under this Contract shall not exceed the following maximum ceilings (the "Contract Price").
 - a) For International Partners: A maximum of EUR 60,000 (inclusive of tax, such exclusion applies to all payments referred to in this Contract). In accordance with Taiwan's tax laws, a 20% withholding tax will be deducted from the gross amount.

All taxes, duties, levies and fees imposed by the R.O.C. Government on this Agreement shall be the responsibility of ITRI. All taxes, duties,

levies and fees imposed by the XXX Government on this Agreement shall be the responsibility of PARTNER. The Parties agree to cooperate in all respects necessary, including without limitation, executing and providing all required documentation, such as Power of Attorney, to take advantage of any tax reduction or incentive as may be available in accordance with relevant tax laws of Republic of China and regulations.

- b) For Taiwan Partners: A maximum of NTD 2,000,000 (inclusive of tax, such exclusion applies to all payments referred to in this Contract).

4.2 The Contract Price shall cover the costs incurred for the Services, as detailed in the Project budget:

- a) Personnel Costs: Salaries for staff engaged in software development and equipment R&D.
- b) Travel and Other Costs: Project-related travel, equipment usage fees, and testing-related expenses.
- c) Overhead (Indirect Costs): Capped at 25% of the total direct costs.

4.3 The Contract Price is denominated in New Taiwan Dollars (NTD). The PARTNER may elect to receive payment in NTD or Euros (EUR). If payment in EUR is requested, the conversion shall be based on the Bank of Taiwan spot selling exchange rate on the date of the payment instruction issued by ITRI. For international payments, the final disbursed amount will be net of the applicable withholding tax and any bank intermediary fees.

4.4 The Contract Price will be disbursed in two (2) installments via bank transfer:

- a) First Installment (40%): Pre-financing, payable within thirty (30) days after the execution of this Contract.
- b) Final Installment (60%): Balance payment, payable within thirty (30) days after the Project completion and formal approval of the Final Technical Report by ITRI.
- c) Payments will be made via bank transfer to the following Bank Account Details:

Name of the bank:

Address of the branch:

Full name of the account holder:

IBAN:

SWIFT (BIC) code:

- 4.5 ITRI reserves the right to reduce the Contract Price or recover any disbursed amounts if PARTNER breaches this Contract or fails to deliver the results described in the Work Plan (Annex A).

5 Reporting and Approval of the Services

- 5.1 Within thirty (30) days after the end of the Project Period, PARTNER shall submit a Final Technical Report describing the Services performed and the validation results achieved. The report shall reflect the progress and technical milestones discussed during the monthly progress meetings.
- 5.2 An ITRI-organized **Review Committee** shall evaluate the Final Technical Report against the Project objectives and deliverables. The Review Committee shall provide a recommendation for the acceptance or rejection of the Services and the final payable amount.
- 5.3 ITRI shall make the final decision on the approval of the Final Technical Report based on the Review Committee's recommendation. ITRI will promptly communicate the decision and the formal **Acceptance Notice** to PARTNER.
- 5.4 Upon ITRI's formal approval of the Final Technical Report, ITRI shall proceed with the payment of the remaining balance (60% of the Contract Price) within thirty (30) days.

6 Intellectual Property Rights

- 6.1 Each party shall retain all rights, title, and interest in its intellectual property existing prior to the Starting Date of this Contract ("Background IP"). Neither party shall acquire any rights to the other party's Background IP unless expressly granted in writing.
- 6.2 All results, data, software, and intellectual property generated or developed by PARTNER in the performance of the Services ("Foreground IP") shall be owned exclusively by PARTNER.
- 6.3 PARTNER hereby grants ITRI and Ministry of Economic Affairs, R.O.C. a non-exclusive, royalty-free, perpetual, and irrevocable license to use, reproduce, and display the Foreground IP for the following purposes:
- a) Internal research, development, and further experimentation within the 6G-FORMOSA program;

- b) Public demonstrations, testing, and promotional activities related to the 6G-FORMOSA Trial Network;
 - c) Inclusion in technical reports, case studies, and presentations to government funding agencies or regulatory bodies.
- 6.4 Any intellectual property developed jointly by the Parties during the performance of the Services ("Joint IP") shall be subject to a separate joint ownership agreement to be negotiated in good faith. Such agreement shall define each Party's share of ownership, as well as the terms for protection, maintenance, and commercial exploitation of the Joint IP.
- 6.5 PARTNER warrants that the Foreground IP and the Services provided hereunder do not and will not infringe upon the intellectual property rights of any third party. PARTNER shall indemnify and hold ITRI harmless against any third-party claims, liabilities, or losses arising from any such infringement.

7 Confidentiality

- 7.1 PARTNER shall take a reasonable degree of care to prevent disclosure of the confidential information, document and material of ITRI pertaining to the Services (the "Confidential Information") known to or possessed by it under this Contract. Without ITRI's prior written consent, PARTNER shall not disclose, deliver, reverse engineer, reverse assemble, or decompile any Confidential Information to or for any third party.
- 7.2 PARTNER shall require its employees to comply with this Section. If any employee of PARTNER violates this Section, such violation shall be deemed as a violation of PARTNER.

8 Liabilities

- 8.1 PARTNER shall use all reasonable endeavors to ensure the accuracy of any information it supplies under this Contract. PARTNER shall be liable for any direct loss or damage arising out of its gross negligence or willful misconduct regarding such information.
- 8.2 PARTNER shall indemnify and hold ITRI, its officers, and employees harmless from and against any and all claims, losses, or damages arising out of PARTNER's performance of the Services, provided that such claims are caused by PARTNER's negligence or breach of this Contract.

- 8.3 The total aggregate liability of either Party under this Contract shall be limited to one hundred percent (100%) of the Contract Price (as specified in Section 4.1 in this Contract). This limitation of liability shall not apply in cases of willful misconduct, gross negligence, or infringement of third-party intellectual property rights caused by PARTNER.
- 8.4 Any information, materials, or access to the Trial Network provided by ITRI are supplied on an "as-is" basis. ITRI makes no warranty of any kind, whether express or implied, regarding their accuracy, fitness for a particular purpose, or non-infringement.
- 8.5 In no event shall either Party be liable to the other for any indirect, incidental, or consequential damages, including but not limited to loss of profits, loss of data, or loss of business opportunities.
- 8.6 PARTNER is an independent contractor and is not authorized to act or make legally binding declarations on behalf of ITRI. Nothing in this Contract shall be construed as creating a partnership, joint venture, or agency relationship between the Parties.

9 Termination

- 9.1 The Parties may terminate this Contract at any time upon mutual written agreement based on reasonable and justified grounds.
- 9.2 Termination shall not affect any rights or obligations of the Parties incurred prior to the effective date of termination, including the payment for Services already rendered, unless otherwise agreed in writing.
- 9.3 ITRI reserves the right to terminate this Contract upon thirty (30) days' written notice if the 6G-FORMOSA program is cancelled, significantly modified by government authorities, or due to events of force majeure. In such event, ITRI shall only be liable for the Contract Price corresponding to the Services already completed and accepted up to the date of termination without interest. PARTNER understands that the 6G-FORMOSA program cancelled or significantly modified by government authorities is not attributable to ITRI and PARTNER will not claim any compensation from ITRI therefore.
- 9.4 If either party breaches any conditions of this Contract and fails to remedy such breach within thirty (30) days after receipt of a written notice from the non-breaching party, the non-breaching party may terminate this Contract

immediately. Upon such termination, all payment obligations to the breaching party shall cease, and ITRI may seek recovery of previously disbursed amounts as per Section 4.5 in this Contract.

9.5 The provisions related to Intellectual Property Rights, Liabilities Confidentiality, and Governing Law shall survive the expiration or termination of this Contract.

10 Force Majeure

10.1 For the purpose of this Contract, the term "Force Majeure" means an occurrence beyond the reasonable control of the Party affected and which could not have been prevented or overcome by acting in a reasonable and prudent manner. Such events include, but are not limited to: acts of God, war, riot, epidemics, lightning, typhoon, earthquake, and government-mandated strikes.

10.2 If either Party is rendered unable to fulfill any of its obligations under this Contract due to Force Majeure, such Party shall be excused from performance during the continuance of such inability, provided that it gives prompt written notice and full particulars to the other Party after the occurrence.

10.3 The affected Party shall use all reasonable endeavors to mitigate the effects of Force Majeure and shall resume the performance of its obligations as soon as the cause of such inability is remedied.

11 Amendments, Variation

11.1 No modification, amendment, or variation of this Contract, including its Annexes, shall be valid or binding unless expressed in writing and executed by the authorized representatives of the Parties.

11.2 Notwithstanding Section 10.1 in this Contract, minor technical adjustments to the Work Plan (Annex A) that do not affect the Contract Price or the Project Period may be agreed upon via official email correspondence between the designated technical leads of the parties.

12 Waiver

12.1 No failure, delay, or neglect by either Party to enforce any of the terms or conditions of this Contract shall be construed as a waiver of its rights. Any waiver of a breach or a default under this Contract shall only be effective if

expressed in writing and signed by the waiving Party, and such waiver shall not be deemed a waiver of any subsequent breach or default.

13 Enforceability

13.1 The invalidity or unenforceability for any reason of any provision of this Contract shall not prejudice the validity or enforceability of the remainder. The Parties shall seek to agree an amendment of this Contract such that the amended contract has as near as possible the same effect as intended in the original Contract.

14 Communication between the Parties

14.1 The Parties agree to promptly inform each other of any events or circumstances likely to affect the implementation of the Services or the fulfillment of this Contract.

14.2 All formal notices and communications under this Contract shall be in writing (which includes email) and addressed to the corresponding contact persons listed below. Such notices shall be deemed delivered upon receipt:

For ITRI :

- Name: *[Full Name]*
- Title: *[Job Title]*
- Email: *[Email Address]*

For PARTNER :

- Name: *[Full Name]*
- Title: *[Job Title]*
- Email: *[Email Address]*

15 Applicable Law and Dispute Settlement

15.1 This Contract shall be governed by the laws of the Republic of China.

15.2 The Parties shall endeavor to settle any disputes, controversies, or claims arising out of or relating to this Contract amicably through good-faith negotiations.

15.3 Any dispute, controversy, or claim arising under, out of, or relating to this Contract, including its formation, validity, interpretation, performance, breach, or termination, shall be submitted to the exclusive jurisdiction of the Hsinchu District Court, Taiwan, as the court of first instance.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in two originals,

Signed for and on behalf of ITRI

Signed for and on behalf of PARTNER

<NAME>

<NAME>

<TITLE>

<TITLE>

Date

Date

Annex A: Work Plan

The **Work Plan** is based on PARTNER's proposal including any adjustments agreed upon in the contracting phase e.g. timing of deliverables.

Annex B: Financial Plan

The financial plan will cover the payments and any other financial conditions.