

Agreement to Provide English Editing and Translation Services

This Agreement ("Agreement") is entered into as of **December 17, 2020** ("Effective Date") by and between **Kaohsiung Medical University** ("Party A") and **WORDVICE** ("Party B") (each, a "Party" and collectively, the "Parties").

甲方：高雄醫學大學 Kaohsiung Medical University (以下簡稱甲方)

乙方：霍華斯 Wordvice (以下簡稱乙方)

RECITALS

Party B agrees to provide services to Party A under the terms and conditions hereinafter set forth in this Agreement.

乙方同意根據本協議下文規定的條款和條件向甲方提供服務。

1. Services

- 1.1. Party B will provide English Editing Services and Translation Services to Party A (hereinafter, the "Service").
- 1.2. The Service definitions will be the same as those described on Party B's website (<https://wordvice.com.tw>; hereinafter, the "Website").
- 1.3. Party B reserves the right to make any changes to its Service or deliverables; Party A will be notified of any such changes in advance.
- 1.4. Each user in Party A shall place orders for the Service through Party B's Website.

1. 合作內容

- 1.1 乙方將向甲方提供專業的英文學術論文及留學文件之編修及翻譯服務。
- 1.2 乙方所提供之服務標準需嚴格遵守 Wordvice 霍華斯官方網站的服務定義及描述(<https://wordvice.com.tw>)。
- 1.3 服務內容及時間最終解釋權歸乙方，如有任何修改，乙方將事先通知甲方。
- 1.4 甲方所有使用者使用乙方服務時，必須經由乙方官網進行下單。

2. Price and Turnaround Times

- 2.1. Party A will get a special, ten percent (10%) discount on the regular price of Party B's Service on every order.
- 2.2. The method of applying the discount will be agreed to separately by the Parties.
- 2.3. The regular price and turnaround times of Party B will be the same as those described on the Website.

2. 服務金額和返稿時間

- 2.1 乙方將提供甲方(包含教職員工、學生及校友)每筆訂單 9 折的優惠折扣 (原始價格以官網公告價格為主)。

2.2 提供優惠的方式將由甲方及乙方經過協商後共同決定。

2.3 原始價格及返件時間皆以乙方台灣地區官網公告為主(<https://wordvice.com.tw>)。

3. Payment

3.1. Completed file(s) for an order placed by a user in Party A shall be delivered after payment from the user is received by Party B.

3. 付款

3.1 甲方使用者(包含教職員工、學生及校友)完成付款之後，乙方得以放行編修完稿。

4. Quality Assurance

4.1. Party B guarantees that the quality of English in any document edited or translated by Party B will meet the expectations set by the selected Service definition.

4. 品質保證

4.1 乙方承諾確保甲方的所有訂單在經過乙方編輯後，其英文品質均符合甲方所選服務定義之預期水平。

5. Confidentiality & Intellectual Property Rights

5.1. Party B ensures that client information and all documents submitted will remain confidential.

5.2. Party A shall retain ownership of the intellectual property in its respective papers, including technical information, expertise, copyrights, models, drawings, specifications, prototypes, inventions, and research results.

5. 保密協議及智慧財產權

5.1 乙方確保客戶資訊不被洩露，並保證所有提交檔案的機密性。

5.2 智慧財產權的所有權(包括技術資訊、專業知識、版權、模型、圖紙、規格、原型、發明和論文中的研究成果)應歸屬於相應論文之作者。

6. Validity of the Agreement

6.1. The terms of Agreement are valid from Effective Date until December 31, 2021.

6.2. Unless a Party notifies the other Party of its intent to terminate this Agreement by one (1) month prior to the expiration date, this Agreement shall be extended or renewed for an additional one (1) year.

6. 合約效期

6.1 本協定自雙方共同協商並正式簽署後生效，效期至 2021/12/31。

6.2 除非任何一方於合約終止前一個月提出終止合約之要求，否則合約將自動延長一年。

7. Force Majeure

7.1. Any delay or failure by either Party of its obligations under this Agreement shall be excused if and to the extent caused by occurrences beyond such Party's control, including, but not limited to, acts of God, strikes or other labor disturbances, war, sabotage, and any other cause or causes, whether similar or dissimilar to those herein specified that cannot be controlled by such Party.

7. 不可抗力因素

7.1 如果任何一方延遲或未能履行其在本協議下的義務，應在以下情況下免責，即在由該方無法控制的事件造成，包括天災、地變，或戰爭、罷工、政府禁令等任何其他無法由該當事方控制之因素

8. Language

8.1. This Agreement is written in English and Taiwanese. In the event of any discrepancy between English and Taiwanese thereof, the English language text shall prevail over Taiwanese language text thereof.

8. 合約語言

8.1 此合約提供英文和繁體中文兩個版本，如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。

AGREEMENT SIGNED BY:

Kaohsiung Medical University	WORDVICE
Designation:	Designation: Representative
Name:	Name: Lee Jong Hwan
Date:	Date: December 17, 2020
Signature: 校長 鐘育志 	Signature: 

