

## **Agreement for Cultivating Talents of Indian Doctoral Students**

Party A: CSRC Group-Linyuan Advanced Materials Technology Co., Ltd.

Party B: Mr./Ms \_\_\_\_\_.

CSRC Group- Linyuan Advanced Materials Technology Co., Ltd., (hereinafter referred as Party A), in order to cultivate talents in the field of chemical materials, promote talent exchange and cultivate and recruit talents. After the selecting Party B as the talent of the doctoral education cultivation, Party A and Party B agree to the following:

### **Article 1 Term**

The term of this Agreement is from the date of the parties signature and expire on \_\_\_\_\_.

### **Article 2 Party A agreements**

1. Except as otherwise stipulated in this contract, during the period of the doctoral study of Party B (the most extended award period of 5 years/10 semesters), Party B will be provided with a subsidy in amount of NT\$20,000 at the end of each month to the account designated by Party B or another payment method specified by Party A.
2. If there's any withholding tax issue about subsidy offering to Party B by Party A, it should be handled by Party A according to related regulations.
3. If Party B intends to serve to Party A or its affiliates during the school year after the third grade (including) of the doctoral degree :
  - A. If Party B has obtained the consent of his/her guidance from professor/supervisor, Party A or its affiliates may give priority to employment.
  - B. Party A shall respect Party B's autonomy in following professors' guidance. During Party B's period of employment, if Party B's supervisor professor needs to discuss research-related matters with Party B, Party A shall grant permission leave; provided that, such permission leave should not influence Party B to perform his/her work.
  - C. Party B's salary, benefits, and working rules are in accordance with regulations of human resources of Party A or the company that Party B is employed by.
4. If Party B obtained his/her doctoral degree and employed by Party A or its affiliates, partyB's

relevant seniority will be recognized.

**Article 3** Party B's internship and service obligations

1. Party B agrees to do an internship for at least one month (or 22 working days) in Party A or at the CSRC Group's plant in India in each academic year, and the total hours of internships must be at least ten months. During the internship, Party B should follow work rules and regulations of Party A or the company that Party B is employed by and go to work as formal employees and enjoy internship insurance.
2. Party B must participate in Party A's plannings or work assignments during internship period. If there are domestic or foreign travel expenses during an internship, it is necessary to obtain a written approval from Party A's supervisor for the business trip. Travel expenses should be applied according to Party A's Business Travel Management Regulation. Also, the air flight transportation fee will be covered up to economy class, and the accommodation will be provided or arranged by the Party A or the company that Party B is assigned to.
3. Party B agrees that the maximum duration of Party A's cultivation award is of 5 years. Failure of doctoral degree awarded in five years shall be construed as a breach of contract.
4. Party B agrees to be employed by Party A for the service period according to the following criteria after graduation.

Cultivation Subsidy (NT\$) / Semester	Service Period
NT\$480,000 / 4 semester	2 years
NT\$720,000 / 6 semester	3 years
NT\$960,000 / 8 semester	4 years
NT\$1,080,000 / 9 semester	4 years and 6 months
NT\$1,200,000 / 10 semester	5 years

5. Party B agrees to be employed by Party A or its affiliates after the graduation and on board to CSRC Group (including Party A and its overseas affiliates) on the designated day for the employee registration. The salary and grades are determined by the company that Party B is employed by, and the benefits are applicable to the rules of the regular employees of the

company that Party B is employed by.

6. According to CSRC Group's overall development and business needs, Party A is entitled to distribute cultivation student to different working units in consideration of Party B's expertise and will. Except any force majeure, Party B shall accept the distribution results determined by Party A.
7. Party B shall not disclose any confidential information of CSRC Group to any third parties.
8. Party B needs to send a written notice to Party A with a prior 30-day written notice before finishing school leaving procedure to inform Party A about his/her graduation in order to facilitate the employment by Party A.
9. Party B shall apply for a doctoral thesis oral examination after completing all internships of Party A, and the oral examination committee shall have at least one employee with a doctoral degree from CSRC Group.

**Article 4** Performance evaluation

1. Party A will conduct an annual appraising process of Party B's internship.
2. Party A will submit the appraising results according to the following assessment items :
  - A. Written appraisal: work objectives and competency behavior.
  - B. Publication of results: The results are written and published according to the internship subject (the publication is performed according to Party B's planning).

**Article 5** Default and termination

1. When any one of the following circumstances occurs , Party A is entitled to terminate this Agreement, and Party B needs to return all the received cultivation subsidy hereunder.
  - A. During the period of this contract, Party B does not continue to attend the doctoral program due to suspension, transfer, or withdrawal from school, or fail to obtain a doctoral degree in five years.
  - B. Except for the circumstances of the preceding paragraph, if Party B fails to complete all the internship obligations within specified period designated by Party A.
  - C. Have behaviors involving in violation of laws or school rules during the study period, violation of the good customs, wilful absence from teaching activities, or hindering the reputation of Party A, and have no improvement of such behaviors after the counseling.
  - D. Poor performance at school study, being flunked in more than one compulsory subject

during school year.

2. Breach of this Agreement :After Party B graduated and hired by Party A or its affiliates, if he/she fails to register to join the company that Party B is assigned to, or refuse to accept the distribution result, or fail to work in Party A or its affiliates as agreed service period specifird in the contract, he/she shall return all the cultivation subsidy received. Those who already reported to duty, the company that employes Party B will reduce the amount that Party B shall return to it in proportion with the days of tenure of Party B.
3. If Party A believe that the continuation of this agreement cannot achieve the objective of this Agreement, or if any changed circumstance occurs, Party A may notify Party B in writing to terminate all or part of this Agreement, and shall not be liable for any damages, losses and compensation.
4. Article 5 、 Article 6 、 Article 7 amd Article 9 shall survive the cancellation or termination of this Agreement.

**Article 6 Confidentiality obligations**

1. Without written consent from Party A or its affiliates, information acquired or possessed due to this Agreement which indicated as confidential by Party A or its affiliates, shall not be used on work that is irrelevant to this contract and shall not be disclosed to third party. Party B shall prevent a third party from acquiring or accessing to above information. Confidential Information shall not include any information which (1) is or falls within the public domain without fault of Party B, (2) is disclosed upon the requirement of laws or legal process. The confidentiality obligation remains valid for three years after the expire of this Agreement.
2. Party B shall destroy or return confidential documents, articles, and equipment immediately upon termination of this Agreement, and shall not retain any backup.
3. If Party B acquires or has access to trade secret or Confidential Information due to performing works, Party B is obliged to keep them confidential. Any intellectual property rights generated by Party B's work, Party A or its designating person shall be the owner of property rights ; Any other outstanding matters shall be conducted in accordance with relevant laws and regulations.
4. When Party B collects, processes or utilizes of third party personal data for the purpose of conducting business, Party B shall comply with the Personal Data Protection Law and other relevant laws and regulations. If there is a violation, the third party's data may be illegally

collected, processed, utilized or other infringements and Party B shall be liable for damages accrued by the third party and bear relevant criminal and administrative liabilities; if Party A or its affiliates suffer damages or is sued by a third party, Party B shall also be liable for all loss and damages including but not limited to, litigation costs, attorney fees and compensation for third parties.

**Article 7** Assignment

Without the written consent of the other party, neither party may assign the rights and obligations of this Agreement to another person, or set any pledge for others or as a guarantee for borrowing from others; however, provided that Party A may assign any or all of their rights and obligations under this Agreement to any of their Affiliates,

**Article 8** Modification

This Agreement may only be amended by a written instrument executed by each of the parties hereto.

**Article 9** Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Taiwan. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of this contract exclusively in the Court where Party A is located.

**Article 10** Supplementary Provisions

This contract is in duplicate, with each party holds one copy.

**Seal and signature of the Parties**

Party A : CSRC Group-Linyuan Advanced Materials Technology Co., Ltd.

Address : No.1, Shihua 4th Rd., Linyuan Dist., Kaohsiung City 832, Taiwan

(R&D Center/Research and Development Department of Composite Materials)

Party B : Indian PhD student of Department of Medicinal and Applied Chemistry, KMU

Name of candidate :

Identity card number :

Passport number :

Permanent Residence address in India :

Contact phone :

Year

Month

Day