

National Cheng Kung University Employment Contract for Research Personnel

Amended and approved on June 23, 2010 in the 5th University Affairs Committee Meeting of the 2009 academic year.

Amended and approved on December 26, 2012 in the 2nd University Affairs Committee Meeting of the 2012 academic year.

Amended and approved on April 9, 2014 in the 4th University Affairs Committee Meeting of the 2013 academic year.

1. Research personnel referred to in the National Cheng Kung University (hereinafter “the University”) Employment Contract for Research Personnel (hereinafter “the contract”) are full-time staff of the University responsible for research and related work.
2. Matters concerning the qualification accreditation, employment, and promotion of research personnel shall be conducted in accordance with the National Cheng Kung University Regulations Governing Teacher Recruitment and National Cheng Kung University NCKU Regulations for Faculty Promotion.
3. Newly employed research fellows and associate research fellows shall undergo evaluation by the Faculty Evaluation Committees of a department/institute/center, a college, and the University to determine whether their employment contract shall be renewed 6 months before reaching the 4th year of their initial/renewed employment period. Research fellows and associate research fellows who do not pass this accreditation will not be reappointed starting from the 5th year.
Newly recruited assistant research fellows who are unable to receive a promotion within 6 years of their employment shall not be reappointed starting from the 7th year. For pregnancy, childbirth, raising children aged under 3 years, and other special circumstances, assistant research fellows may be granted a renewal term of 2 years starting from the 7th year with the consent of the Faculty Evaluation Committee; those who are still not promoted within those 2 years will no longer be reappointed.
During their renewal term of 2 years, assistant research fellows who are still under affected by any special circumstance in the preceding subparagraph, which is likely to affect their academic performance, may extend their renewal term for an additional 2 years with approval from the Faculty Evaluation Committee 6 months prior to the end of the renewal term.
The aforementioned provisions also apply to newly recruited research assistants.
4. To be equated with teachers, research personnel shall be evaluated in accordance with the Directions for Appeals to the National Cheng Kung University Faculty Evaluation Committee.
5. Research personnel’s leave for business and overseas trips shall be implemented in accordance with relevant regulations for the University’s full-time teachers.

6. In addition to conducting research as planned, research personnel must conduct relevant work designated by the unit and may simultaneously undertake related work with the consent of that unit. For example, research personnel who pass the teacher qualification review of the Faculty Evaluation Committees of a department/institution/center, a college, and the University will be allowed to serve as an alternative teacher for related subjects and teach a maximum of 4 hours per week; their payment shall be equivalent to the hourly wage of an adjunct teacher.
7. Research personnel who wish to engage in part-time teaching and work off campus shall submit in advance a written application to the University for approval, as instructed by the National Cheng Kung University Supplementary Regulations for Faculty Members Lecturing or Holding Concurrent Positions at Other Institutions.
8. When performing teaching, mentoring, training, appraisal, management, or counseling; providing work opportunities to students; or participating in a research project with students, no research personnel are allowed to engage in sex- or gender-based interpersonal interactions that violate professional ethics. Should research personnel identify a possibility of such a relationship with students during research, implementation of research projects, or teaching, said personnel shall avoid such an interaction or report it to the University. Research personnel of the University shall respect the sexual or physical autonomy of others and themselves as well as avoid inappropriate romantic pursuits. No research personnel are allowed to resort to compulsory or violent means when handling sex- or gender-related conflicts. In addition to the aforementioned provisions, the University's research personnel should comply with the Gender Equity Education Act, the Act of Gender Equality in Employment, and other related laws.
9. Research personnel undertaking subsidized/commissioned research projects shall follow the administrative procedures of the University. For any such projects, a contract shall be entered into and signed by the University. Research personnel may neither sign a contract nor undertake a research project directly with other agencies without following the University's administrative procedures. Research personnel engaging in off-campus part-time work shall not undertake a subsidized/commissioned project in the name of the unit where they work part-time except for approved by the university. In addition to meeting the requirements stipulated by the authorizing agency, research personnel undertaking subsidized/commissioned research projects shall use each fund in accordance with relevant accounting regulations.
10. The National Cheng Kung University Regulations Governing Research and Development Results stipulate the rights and obligations of research personnel who utilize the University's resources to complete research and development results worthwhile to be patented or protected in a nonpatent form.
11. Research personnel's term of employment, suspension, dismissal, refusal of reappointment and appeal shall be implemented in accordance with the regulations for teachers.

12. Matters concerning the salary, benefits, continuing education, annual increments, retirement, bereavement pay, severance, and research leave of research personnel, except for those related to provisions governing additional retirement payments and applications for service extension, shall be handled in accordance with the rank to which the person is appointed and provisions applicable to teachers of an equivalent rank.
13. Research personnel who plan to resign upon expiration of their employment term should submit written notice to the University a month before the contract ends. Research personnel who wish to resign within the employment period shall first obtain the consent of the University, and the calculation of their salary shall end on the date they actually leave their position.
14. Matters not covered by the contract shall be handled in accordance with other relevant laws and regulations.
15. This contract is implemented upon approval by the University Affairs Committee meeting. The same shall apply for any amendments to the contract.

※The English translation thereof is for reference only and the Chinese version shall always prevail in case of any inconsistency between the Chinese version and the English translation thereof.