

# National Cheng Kung University Project Staff Employment Contract

The National Cheng Kung University (NCKU) hires (employs) Mr./Ms. \_\_\_\_\_(hereinafter, the Employee) as project personnel using the Endowment Fund of the National Cheng Kung University. The terms of both parties are as follows:

1. Period of employment: \_\_\_\_\_ (YY/MM/DD) to \_\_\_\_\_ (YY/MM/DD).  
The employment relationship shall be terminated on the expiration of the contract.
2. Job content: \_\_\_\_\_
3. Workplace: The Employee shall be subject to the supervision by NCKU, which assigns tasks according to the operational needs. The Employee shall be dispatched to other locations outside NCKU to perform the works specified in this contract.
4. Work remuneration: NCKU shall pay the Employee a monthly remuneration of NT\$\_\_\_\_\_. However, if the remuneration cannot be paid on time because the project fund has not been allocated, the outstanding remuneration shall be paid on receiving the fund. Payment of the remuneration begins on the day of the Employee's registration and stops on the day of the Employee's resignation.
5. Project name and source of fund: \_\_\_\_\_
6. Employment and resignation: The Employee shall report to the office on the day of employment and complete the employment formalities. The Employee may only resign on completing the resignation procedures.
7. Working hours:
  - (1) The Employee's working hours shall not exceed 8 hours per day and 40 hours per week. The working hours shall be chosen from the following options based on actual needs:
    - 8 AM–12 PM and 1 PM–5 PM, from Monday to Friday. Employees are eligible for a flexible 30-minute adjustment for checking in and out of office.
    - Others: \_\_\_\_\_ (for employees with rotating shifts or special working hours. For example, 9 AM–1 PM and 2 PM–6 PM, from Monday to Friday)
  - (2) NCKU may, depending on the operational needs, adopt a rotating shift or adjust the daily working hours and break time after reaching a mutual agreement with the Employee.
  - (3) NCKU may request the Employee to extend the working hours due to operational needs, and the Employee shall complete the overtime application procedure in advance.
  - (4) Labor Day holiday may be transferred to a different date to meet the working hours and operational needs of NCKU. However, it should comply with the Labor Standards Act and other relevant laws and regulations.
8. Leaves and training:

The Employee's leave application shall be processed in accordance with the Labor Standards Act, the Regulations of Leave-Taking of Workers, the Act of Gender Equality in Employment, and other relevant provisions of NCKU. Employees dispatched on business trips shall be eligible to apply for travel expenses equivalent to the staff of the same position employed by NCKU. Annual leaves are processed in accordance with Article 38 of the Labor Standards Act. The Employee may undertake additional studies and trainings during their spare time or through applying for personal and annual leaves without affecting their work, and he or she must report to their unit supervisor. The aforementioned regulations shall apply to all cases of leave applications unless otherwise specified by legal regulations.
9. Service regulations:
  - (1) The Employee shall comply with the relevant governmental laws and regulations as well as the work assignments and management regulations of NCKU in accordance with the law. The Employee shall not engage in acts that sacrifice or harm the interests of NCKU out of self-interest.
  - (2) The Employee shall not destroy public properties and shall comply with the work order to maintain work safety. Moreover, the Employee must keep employment-related matters confidential during the period of employment and after resignation.
  - (3) The Employee shall not use his or her employment position to benefit themselves or others and shall not accept improper benefits, gifts, or rewards.
  - (4) The Employee shall not engage in acts of misconduct or actions that may damage the reputation of NCKU.
  - (5) The Employee may not hold concurrent teaching or other posts on or off campus during the

period of employment to avoid affecting the fulfillment of his or her contract. However, this provision does not apply to employees holding concurrent posts due to operational needs who have been approved by the relevant regulations of NCKU.

- (6) The Employee shall abide by the relevant regulations of the Gender Equality Education Act.
- (7) The Employee shall remain fair and neutral while conducting operations.
- (8) The Employee shall respect the sexual or physical autonomy of themselves and others, avoid unwanted sexual advances or pursuit of intimate relationships, and shall not handle conflicts related to sex or gender through force or violence.

If the Employee violates the aforementioned provisions and causes damages to NCKU, the Employee shall be liable for damages according to the law and bear the relevant legal responsibilities.

10. Assessment, rewards, and punishments: The Employee shall be subject to assessments by the supervisor of employment unit or principal investigator upon fulfilling one year of service to determine whether he or she is eligible for a pay raise. The rewards and punishments of the Employee shall be processed by the employment unit supervisor or principal investigator according to the relevant applicable laws and regulations.
11. Compensation for occupational injuries and diseases: NCKU shall process the compensation for occupational injuries and diseases in accordance with the Labor Standards Act, Act for Protecting Worker of Occupational Accidents, Labor Insurance Act, and other relevant provisions.
12. Insurance: NCKU shall enroll the Employee in labor insurance and National Health Insurance during the Employee's period of employment in accordance with the relevant regulations of the Labor Insurance Act and National Health Insurance Act. Employees who are ineligible to enroll in the labor insurance may opt to enroll in the General Insurance for International Sci-Tech Cooperation Personnel, with NCKU and the Employee bearing 65% and 35% of the premium expenses, respectively. The aforementioned expenses borne by the Employee shall be withheld by NCKU during the payment of wages.
13. Benefits:
  - (1) Protection by the relevant provisions of the Occupational Safety and Health Act.
  - (2) Application for ID card and vehicle pass of NCKU.
  - (3) Usage of public facilities such as libraries, computers, network centers, and stadiums in accordance with the regulations of each unit.
  - (4) Other welfare matters approved by the project.
14. Gender equality incidents:
  - (1) The Employee hereby declares that he or she has not been involved in the following circumstances before the employment by NCKU. If investigations by NCKU reveal the Employee to have deliberately concealed their involvement, NCKU shall—in accordance with paragraph 1, Article 12 of the Labor Standards Act—immediately terminate this contract through a written notice without advance notification:
    - i. Sexual assault-related crime as defined in paragraph 1, Article 2 of the Sexual Assault Crime Prevention Act and has been sentenced guilty.
    - ii. Acts of sexual assault, sexual harassment, or sexual bullying leading to being forbidden from serving as education practitioners and undergoing the prohibition period.
  - (2) To verify whether the Employee has been involved in the aforementioned circumstances, the Employee agrees that NCKU may, in accordance with Guidelines for Handling Inquiries by Universities for Contracted Staff, collect, use, and inquire the relevant information on the Employee from the competent educational administrations at all levels. Additionally, the Employee shall agree to receive relevant information from the Ministry of Justice, police administration, and competent educational administrations at all levels.
  - (3) If the Employee engages in acts of sexual assault, sexual harassment, and sexual bullying during the period of employment, NCKU may, within one month after the Gender Equality Education Committee commences its investigation, suspend the Employee's contract after holding a meeting. The Employee shall cooperate with the investigation and wait for the results. During the suspension of the contract, the Employee shall agree to NCKU's deferral of all remuneration. Depending on the investigation results, NCKU may adopt the following procedures:
    - i. If the investigation finds the Employee's involvement in the aforementioned circumstances to be true, NCKU may, in accordance with paragraph 1, Article 12 of the Labor Standards Act, terminate this contract through a written notice without advance notification, and the Employee shall not request for the reissue of salary during the suspension of the contract.

- ii. If the investigation concludes that the Employee is not involved in the aforementioned circumstances, NCKU shall reissue the salary during the suspension of the contract within a month, and the Employee shall agree not to request for other compensations. The same condition applies if the Employee has resigned.
  - (4) If the Employee has been involved in incidents as stipulated in paragraphs 1 of article 14, the Employee shall agree to NCKU's involvement of the competent educational administrations at all levels in terms of relaying, handling, and usage of the relevant information and shall also agree to receive relevant information from the Ministry of Justice, police administration, and competent educational administrations. The same condition applies if the Employee's involvement has been verified after his or her resignation.
  - (5) After NCKU has made the relevant notifications in accordance with the aforementioned provision, the Employee shall not request the deletion and suspension of handling or use of his or her personal information.
15. Contract termination:
- (1) NCKU may terminate the contract in accordance with Articles 5 and 6 of the Temporary Staff Work Regulation.
  - (2) When the Employee intends to terminate the contract under the circumstance in which advance notification of NCKU is not required, the Employee shall submit a written application in accordance with Article 9 of the Temporary Staff Work Regulation enacted by NCKU and complete the resignation formalities. NCKU may claim for compensation if the Employee fails to submit the application within the prescribed period and causes damages to NCKU.
  - (3) NCKU and the Employee shall abide by the regulations regarding the employment of spouses and relatives as stated in the Implementation Principles of the Employment of Project Staff for the Endowment Fund of the National Cheng Kung University, and the Employee shall declare that he or she is not the spouse or relative of the head of employment unit. If the declaration is found to be false and causes damages to NCKU, NCKU may terminate the contract in accordance with the relevant laws and regulations.
16. Work handover: When NCKU changes the work held by the Employee or when this contract is terminated, the Employee shall hand over the matters and items he or she manages. If the handover is not completed and causes damages to NCKU, NCKU may request compensation for damages in accordance with the relevant laws.
17. Severance: When NCKU terminates the contract, severance pay shall be provided in accordance with the Labor Standards Act, and its amount shall be calculated according to the provisions of the Labor Pension Act.
18. Retirement: NCKU shall handle the Employee's labor pension (Pension Preparation Fund for foreigners) and relevant retirement matters in accordance with the Labor Standards Act and Labor Pension Act.  
The aforementioned expenses for the Employee's voluntary contribution of labor pension shall be withheld by NCKU during the issuance of payroll.
19. With the exception of commissioned project units with different regulations, year-end bonus for project staff is issued in accordance with the relevant regulations on the year-end bonus for military, public, and teaching personnel, with the units of employment or principal investigators conducting assessment and issuing the bonus according to the expenses available.
20. Matters not mentioned herein shall be handled in accordance with the Temporary Staff Work Regulations enacted by NCKU, the Implementation Principles of the Employment of Project Staff for the Endowment Fund of the National Cheng Kung University, Announcements for Universities Handling the Notifications and Inquiries of Contracted Employees, Labor Standards Act, Labor Pension Act, and other relevant laws and regulations.
21. In the event of any litigation arising from this contract between NCKU and the Employee, the regional court at the location of NCKU shall serve as the court of jurisdiction in the first instance.
22. This contract is in triplicate, with NCKU (the Personnel Office), the employment unit of NCKU, and the Employee, each holding a copy of the contract.
- ※Note:
- 1. This contract is only effective after the project has been signed and approved.
  - 2. In the event that the Employee has previously signed an employment contract with NCKU for a different project, the employment period of which overlaps with that of this contract, the former contract shall be terminated at the same time as this contract becomes effective

3. The content of this contract shall not be altered without authorization. In the event of any alteration, the clause shall be deemed to be invalid.

Contractors

University: National Cheng Kung University

Representative: President

Address: No. 1, University Road, Tainan City

Employee: \_\_\_\_\_ (signature)

ID No.: \_\_\_\_\_

(Please fill in your Alien Resident Certificate No. if you do not have an ROC ID card)

Residence address: \_\_\_\_\_

※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.