

National Cheng Kung University Contract for Research Personnel

Approved in the 4th University Affairs Committee Meeting of the 2008 academic year on June 24, 2009.
Amended and approved in the 6th University Affairs Committee Meeting of the 2010 academic year on June 29, 2011.

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

Amended and approved in the 1st University Affairs Committee Meeting (postponed) of the 2013 academic year on October 30, 2013.

Amended and approved in the 3rd University Affairs Committee Meeting of the 2018 academic year on April 10, 2019.

Approved in the 4th University Affairs Committee Meeting of the 2019 academic year on June 10, 2020.

To meet project research needs, National Cheng Kung University (hereinafter “party A”) appoints _____ (hereinafter “party B”) as a _____ (Research Fellow, Associate Research Fellow, Assistant Research Fellow, or Research Assistant). Both parties agree to enter into this contract under the terms and conditions set out below:

1. Term of employment: From MM/DD/YYYY to MM/DD/YYYY
2. Duties and responsibilities (as specified in the employment proposal):
3. Source of salary funding and remuneration
 - (1) Source of salary funding: Project budget (Commissioning unit: _____, Project title: _____)
 School budget _____)
 - (2) Remuneration (as specified in the project proposal):
4. Service hours: According to Party A’s regulations on service hours for full-time research personnel.
5. Arrival and resignation: After Party B receives the offer letter from Party A, he/she shall report for duty according to relevant regulations. When the term of employment ends, Party B must resign immediately with no right to object. For special circumstances where Party B is forced to resign before the contract term ends, he/she must apply for approval from Party A one month beforehand. Party B must complete all resignation procedures to officially leave the post.
6. Leave: According to Party A’s regulations on leave for full-time research personnel.
7. Going abroad: According to Party A’s directions for full-time teachers applying to go abroad.
8. Concurrent part-time teaching/jobs: Without the written consent of Party A, Party B may not engage in part-time teaching/jobs on or off campus; when concurrently serving as a supervisor in non-university organization unit of Party A, Party B must conform to the following conditions:
 - (1) He/she must maintain confidentiality regarding all matters concerning Party A.
 - (2) He/she is prohibited from utilizing his/her power to increase personal interests or those of others or abuse official duties to impose harm on others.
 - (3) He/she is prohibited from accepting any gift, remuneration, or inappropriate benefit for handling matters that he/she governs or supervises.
 - (4) He/she may not recuse him/herself because of conflicts of interest or when the concerned party is him/herself or his/her spouse, former spouse, or relative by fourth-degree blood relation or third-degree affined relationship.
9. Insurance: For Party B, who qualifies for insurance under the Labor Insurance and National Health Insurance Acts, Party A shall enroll him/her in the insurance program upon Party B arriving at the

post. Party B shall withdraw from insurance coverage when the term of employment ends or upon resignation. If Party B is a foreigner and does not qualify for insurance under the Labor Insurance or National Health Insurance Programs, Party A may enroll him/her in the Omnibus Insurance Program for International Technical Cooperation Personnel, where Party B is responsible for 35% of the insurance premium and Party A's research project shall subsidize the remaining 65%. If Party B does not wish to enroll in such an insurance program, he/she must submit a written declaration signed in person to Party A.

10. Retirement: According to the Labor Pension Act, Party A must contribute 6% of Party B's monthly wage to an individual pension account (contribution benefits are applicable for foreign personnel and shall be handled in accordance with the Regulations for Separation Fund Payment for Government Organization or School Employees) for retirement compensation. The aforementioned amount voluntarily contributed by Party B for labor pension or contribution benefits is deducted from his/her salary.

11. Benefits:

- (1) University ID badge and vehicle pass
- (2) Access to the University's public facilities and the right to participate in the school's cultural and recreational activities according to Party A's provisions
- (3) Other approved benefits

12. Year-end bonus: Equivalent to the bonus of Party A's full-time teachers, the issuance of this bonus shall be handled in accordance with the Directions for Issuing Year-End Bonuses (Compensation) for Military, Civil, and Teaching Personnel. Should Party A have difficulty affording such a bonus, the amount may be reduced.

13. Party B hereby declares that neither of the following conditions applies to him/her; Party A may immediately terminate this contract in writing should Party B's declaration be found to be false:

- (1) Committed and been convicted of sexual assault as stipulated in paragraph 1, Article 2 of the Sexual Assault Crime Prevention Act before this employment
- (2) Committed sexual assault, sexual harassment, or sexual bullying before this employment, and is still prevented from being reappointed as a teacher when employed.

14. To confirm the declaration made by Party B in the previous article, Party A is allowed to request information for collection, treatment, utilization, and inquiries from each level of educational administrative department in accordance with the Directions for Reporting and Inquiry Mechanisms for Universities Recruiting Contracted Employees promulgated by the Ministry of Education. Moreover, the Ministry of Justice, police authorities, and each level of administrative department should provide Party A with relevant information.

15. Should Party B engage in sexual assault, sexual harassment, or sexual bullying during the period of employment, Party A may call a Faculty Evaluation Committee meeting within 1 month of the date that the Gender Equity Education Committee undertakes an investigation. Party B shall cooperate with the investigation and await the results. During the termination of this contract, Party B agrees that Party A is not responsible for salary payments.

Party A shall complete the investigation within 2 months of learning of the offense. If necessary, such a period may be extended a maximum of two times. Each extension may not exceed 1 month, and Party B must be notified.

The investigation results shall determine whether Party B has committed any offense mentioned in paragraph 1, according to which the subsequent salary payment shall be handled as follows:

- (1) If an offense was confirmed, Party A may immediately terminate this contract in writing, and Party B may not request salary lost during the termination of this contract.
- (2) If no offense was committed, Party A shall repay the full salary during the termination of this contract to Party B within 1 month. Party B agrees not to request other compensation.

16. Should Party B be involved in any offense mentioned in Article 13 and subparagraph 1, paragraph

3 of the previous article, Party A has the right to request information for collection, treatment, utilization, and inquiries from each level of educational administrative department. Moreover, the Ministry of Justice, police authorities, and each level of administrative department should provide Party A with relevant information. The same applies when such an offense is confirmed after Party B's resignation.

After Party A has filed a report according to the agreement in the previous paragraph, Party B may not request that Party A deletes or terminates the treatment or use of his/her personal information.

17. When Party B is teaching, mentoring, or training; conducting appraisals, management, or counseling; providing students with work opportunities; or participating in a research project with students, he/she is not allowed to engage in sex- or gender-based interpersonal interactions that violate professional ethics. Should Party B identify a possibility of such a relationship with students during research, implementation of research projects, or teaching, he/she shall avoid such an interaction or report it to the University. Party B shall respect the sexual and physical autonomy of others and themselves as well as avoid inappropriate romantic pursuits. Party B is not allowed to resort to compulsory or violent means when handling sex- or gender-related conflicts. In addition to the aforementioned provisions, Party B must comply with the Gender Equity Education Act, the Act of Gender Equality in Employment, and other related laws.

18. If Party B undertakes subsidized/commissioned research projects, he/she shall follow the administrative procedures of Party A. For any such projects, a contract shall be entered into and signed by Party A. Party B may neither sign a contract nor undertake a research project directly with other agencies without undergoing Party A's administrative procedures. If Party B engages in off-campus part-time work according to relevant regulations, he/she shall not undertake a subsidized/commissioned project in the name of the agency where they work part-time without the permission of Party A; should Party B violate this, a penalty shall be imposed according to the National Cheng Kung University Regulations Governing Teacher Recruitment. If Party B undertakes subsidized/commissioned research projects, in addition to meeting the requirements stipulated by the authorizing agency, he/she shall use each fund in accordance with relevant accounting regulations.

19. Ownership of research and development results: During the term of employment, the intellectual property rights of any research and development results yielded from the work of Party B belong to Party A. Other related matters shall be handled in accordance with the National Cheng Kung University Regulations on the Management of Research and Development Results.

20. Party B's employment is not subject to regulations such as the Act Governing Retirement, Severance, and Bereavement Compensation for Teaching and Other Staff of Public Schools, and civil servant subsidies for marriages, funerals, births, and children's education.

21. During the valid contract term, if Party B is verified by relevant units to have committed a violation, Party A may terminate this contract and dismiss Party B because of unsatisfactory teaching/research capacity, a breach of contract caused by failure to perform obligations, or other misconduct. In addition to returning overpaid remuneration, Party B may be requested to compensate for damages incurred from the breach of contract.

22. If Party A terminates the research project for any reason during the project implementation period, this contract will be terminated concurrently.

23. Matters not covered by this contract shall be handled in accordance with the Directions for Reporting and Inquiry Mechanisms for Universities Recruiting Contracted Employees promulgated by the Ministry of Education, the National Taiwan Cheng Kung University Implementation Directions for Recruiting Research Teaching Personnel Using the University Endowment Fund, and other relevant regulations.

24. Both parties agree to designate the governing court at Party A's location as the court of first instance should contract litigation arise.

25. This contract is in triplicate, and Party A (Personnel Office), the recruiting unit of Party A, and Party B shall each hold one copy.

※Note:

1. This contract shall come into effect after the project has been signed.
2. If Party B has previously signed another employment contract with Party A and its employment period overlaps with this contract, the previous contract will be terminated when this contract comes into effect.
3. The standard content of this contract is deemed effective by Party A's University Affairs Committee meeting, after which any amendment without permission is not allowed. Any modified provision without permission is considered invalid.

Contractor

Party A: National Cheng Kung University
Representative: Su Huey-jen
Address: No. 1, Daxue Rd., Tainan City 701
Party A recruiting unit director's signature:

Party B:
National ID/passport number:
Registered Residence:
Phone number:

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※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.