

National Cheng Kung University Implementation Regulations for Commissioning Professional Managers of the University Endowment Fund

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- Article 1 In response to academic affairs development requirements, the Regulations are enacted by the National Cheng Kung University (hereinafter “the University”) in accordance with the principles governing subsidies outside the basic salary (and any associated seniority salary) and allowances for the official faculty members and researchers in the University as well as with the principles for the personnel expenses of nonofficial school employees of the University and Article 5 of the Directions for the Remuneration of Administrative Staff In Charge of Self-generated Income Tasks.
- Article 2 The term “professional manager” refers to an individual with professional skills in a certain field who is employed by a University department for the management of specific affairs.
- Article 3 The mission of a professional manager is to lead a professional team in creating earnings, increasing revenue, or enhancing operational performance using the funds and resources available to the University within a specific time frame.
- Article 4 A professional manager shall be commissioned after a suitable candidate has passed the review of the university endowment fund management committee (hereinafter abbreviated to the “Management Committee”) and obtained further approval following established administrative procedures. The professional manager shall answer to the Personnel Office in matters pertaining to personnel management.
- Article 5 The employment of a professional manager shall be contract-based and renewed on a yearly basis. Upon completion of a full year of service, professional managers shall have their work or service performance and target achievements evaluated as the basis for determining contract renewal and salary increase (or decrease) eligibility. The salary grade of professional managers after any salary increases (or decreases) is determined by work performance.
- Article 6 During the term of a contract, professional managers shall accept supervision and work assignments from the supervisor to whom they are subordinate, shall comply with gender equality regulations and other relevant University regulations, and shall perform their professional duties in an impartial and in abidance with the law. Any violation of these conditions may result in immediate

dismissal of the professional manager.

Article 7

The commissioning of a professional manager shall observe the principles of fairness, openness, and impartiality. The position's qualifications and remuneration shall be prescribed separately and approved by the Management Committee and by the University's Administrative Meeting. A departmental head's spouse or relatives of the third degree of kinship, by blood or by marriage, shall not be commissioned as professional managers in the respective department or in affiliated agencies. The spouse and relative of the third degree of kinship or higher, by blood or by marriage, of any individual holding a departmental management position shall also be recused in the respective department. A professional manager who generates income, increases revenue, or enhances the operational performance of the University is entitled to a bonus. The rules, sum, and timing of the bonus's issuance shall be prescribed independently by the department in which the professional manager is employed and shall be approved by the Management Committee.

The following conditions shall preclude the commissioning of a professional manager:

1. A guilty verdict for a sexual assault crime defined in Paragraph 1, Article 2 of the Sexual Assault Crime Prevention Act.
2. Proof of a sexual assault crime, confirmed by the University's Gender Equity Education Committee or a similar committee assembled per relevant regulations.
3. Proof of sexual harassment or sexual bullying, confirmed by the University's Gender Equity Education Committee or a similar committee assembled per relevant regulations and necessitating the termination of a labor contract with the University and lifelong prohibition from service in the education industry.
4. Proof of sexual harassment or sexual bullying, confirmed by the University's Gender Equity Education Committee or a similar committee assembled per relevant regulations and necessitating the termination of a labor contract with the University and prohibition—which remains effective—from service in the education industry for the duration of one to four years.
5. Proof that Subparagraph 2, Paragraph 6, Article 9 of the Supplementary Education Act has been violated, confirmed by an education administration authority.
6. Proof that Subparagraph 3, Paragraph 6, Article 9 of the Supplementary Education Act has been violated, confirmed by an education administration authority and necessitating prohibition—which remains effective—of employment in the education industry for the duration of one to four years.

- Article 8 The work hours of a professional manager shall be the same as those of official school employees of the University, whose work calendar corresponds with government agencies'. The leaves of a professional manager shall abide by the provisions of the Labor Standards Act, the Act of Gender Equality in Employment, the Regulations of Leave-Taking of Workers, and relevant regulations established by the University. A professional manager on an official trip is entitled to apply for reimbursement of travel expenses comparable to that for which official school employees of the same employment grade are eligible. A professional manager is entitled to the pursuit of further education or training, which does not hinder the execution of their duties, during their leisure time or during their paid or unpaid leave; the head of the department in which the professional manager is employed shall be informed in advance of the intention to pursue such education or training
- Article 9 During the term of a labor contract, a professional manager is prohibited from holding a concurrent position or from lecturing inside or outside of the University. Applications must be submitted should the position as a professional manager require the holding of a concurrent position or the offering of lectures, and an application of this nature shall be approved as a special case.
- Article 10 A professional manager wishing to leave their position before the fulfillment of a contract term shall submit their resignation in writing 10 days in advance and shall duly complete all formalities.
- Article 11 A professional manager shall be enrolled for Labor Insurance, National Health Insurance, and Labor Pension as per relevant regulations. For Labor Insurance, National Health Insurance, and Labor Pensions, any partial payment, premium, or reserve fund for which the employer is liable shall be drawn from the personnel expense budget of the department in which the professional manager is employed.
- Article 12 A professional manager is entitled to the following benefits during the term of the labor contract:
1. The University's employee ID badge and vehicle pass.
 2. Access to public facilities such as the Library, the Computer and Network Center, and sports grounds (per the University's regulations).
 3. Other benefits granted in special cases.
- Article 13 A professional manager shall enter into a labor contract with the University. The contract shall specify terms and remuneration for the professional manager as well as rights and responsibilities of the contracting parties in matters including work hours, leave-taking, performance evaluation, rewards and penalties, benefits, retirement, severance, compensation for occupational hazards, reporting for service, and resignation.
- Article 14 For matters not covered in these Regulations, the National Cheng Kung University Work Regulations for Temporary Employees, the Labor Standards

Act, the Labor Pension Act, the Directions for the Reporting and Inquiry of Contracted School Employees, and other relevant laws and regulations shall apply.

Article 15 These Regulations are implemented upon approval by the Management Committee and the University's Administrative Meeting. The same procedure applies to any subsequent amendments.

National Cheng Kung University Labor Contract for Professional Managers

National Cheng Kung University (Party A) hereby agrees to commission _____(Party B) as _____ (job title) in the _____ (department). The terms of this contract, agreed upon by and between both parties, are as follows:

- I. Term of employment: _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).
The contract is regarded as terminated if not renewed at the end of its term. A termination before the end of its term shall be processed in accordance with the Labor Standards Act and relevant laws and regulations.
- II. Job description:
- III. Venue of work: Party B shall submit to the regulations and supervision of Party A and shall work at the venue appointed by Party A. If necessary, Party B shall perform the required duties at a venue outside of the territory of Party A and party B will raise no objection.
- IV. Remuneration of work: NT\$ _____. Remuneration commences on the day Party B reports for service and ends on the day when employment is terminated. Party B is entitled to a bonus if he or she successfully generates income, increases revenue, or enhances the operational performance of the University. Said bonus shall be issued in accordance with the standards established by Party A.
- V. Source of remuneration:
- VI. Work hours:
 - (1) The work hours of Party B shall be the same as those of official school employees of Party A, whose work calendar shall correspond with government agencies'. When necessary, Party A has the right, with the consent of Party B, to require that Party B work in shifts or to adjust Party B's work hours.
 - (2) When Party A deems it necessary and when the consent of Party B is obtained to temporarily extend Party B's work hours or to require work during holidays, Party B shall be granted compensatory leave. If, for operational reasons, compensatory leave must be replaced by overtime payments, the President's approval is required, and overtime payment shall be issued pursuant to the Labor Standards Act.
- VII. Leaves and pursuit of further training or education: The leave-taking of Party B shall conform to the Labor Standards Act, the Act of Gender Equality in Employment, the Regulations of Leave-Taking by Workers, and relevant regulations established by the University. If undertaking an official trip, Party B is entitled to apply for reimbursement of travel expenses comparable to that for which official school employees of the same employment grade are eligible. Party B is entitled to the pursuit of further education or training during his or her leisure time, paid leave, or unpaid leave such that the execution of professional duties is not impeded; the head of the department in which Party B is employed shall be informed in advance of all intentions regarding such pursuits.
- VIII. Assessment of performance and rewards and penalties: Upon completion of a full year's service, the performance of Party B shall be evaluated by the head of the department in which he or she works in relation to potential contract renewal and eligibility for salary increases (or decreases). The salary grade of Party B after salary increases (or decreases) is dependent on the work performance of Party B. The departmental head shall also adhere to relevant regulations established by Party A in granting any reward or penalty to Party B.
- IX. Insurance: During the term of this labor contract, Party A shall include Party B in the Labor Insurance scheme and National Health Insurance scheme in accordance with the Labor Insurance Act and the National Health Insurance Act. In the event that Party B is ineligible for the Labor Insurance scheme, Party B may opt to enroll in General Insurance for International Sci-Tech Cooperation Personnel, with Party A subsidizing 65% of the premium and Party B subsidizing the remaining 35%.
- X. Severance: In the event that Party A wishes to terminate this contract, Party A is liable to offer Party B severance pay as per the provisions of the Labor Standards Act. The amount of the severance pay shall be determined with reference to the Labor Pension Act.
- XI. Retirement:
 - (1) During the term of this labor contract, Party A shall include Party B in its Labor Pension scheme, pursuant to the Labor Pension Act. If Party B is ineligible for a Labor Pension, Party A shall include Party B in the Separation Fund, scheme pursuant to the National

Cheng Kung University Issuance Directions for the Separation Fund of Contracted Employees.

- (2) In the event that Party B is forced to retire or voluntarily retires pursuant to the Labor Standards Act, Party B shall be paid the Labor Pension in accordance with the provisions in the Labor Pension Act. If Party B is enrolled in the Separation Fund scheme, Party A shall make the required Separation Fund payments to Party B at the time of resignation.
- XII. Reporting for service and termination of employment: Party B shall report for service on the date when the term of employment comes into effect. Relevant formalities must be completed before Party B becomes eligible for remuneration. When applying for resignation, Party B must complete all formalities before an employment separation certificate can be collected.
- XIII. Subsidies for occupational hazards and ordinary injuries or diseases: Party A shall handle the subsidization for occupational hazards and ordinary injuries or diseases in accordance with the Labor Standards Act, the Act for Protecting Worker of Occupational Accidents, the Labor Insurance Act, the Employment Insurance Act, and other relevant laws and regulations.
- XIV. Benefits: Party B is entitled to the following benefits:
- (1) the rights stipulated in laws and regulations on occupational safety and health,
 - (2) the use of on-campus public facilities in accordance with relevant regulations stipulated by Party A, and
 - (3) other benefits granted in special cases.
- XV. Service obligations and employee discipline: The obligations of Party B as an employee of Party A include:
- (1) adhering to Party A's work instructions and administrative regulations, as well as relevant laws and statutes, and engaging in no profit-seeking behavior that may damage Party A's interests;
 - (2) proper use of public properties, maintenance of work etiquette and workplace safety, and nondisclosure of confidential information;
 - (3) refraining from abuse of Party B's position—to obtain personal profit or to profit others—and from accepting improper benefits, gifts, or rewards;
 - (4) engaging in no improper behavior that might damage Party A's reputation;
 - (5) holding no concurrent positions and undertaking no lectures for Party A's institutions or elsewhere without written consent from Party A;
 - (6) abiding by laws and regulations relevant to gender equality education; and
 - (7) impartiality and law-abidance in the workplace.
- Party B shall be held accountable for and bear legal responsibility for any damage to the reputation of Party A resulting from any violation of the seven aforementioned obligations by Party B.
- XVI. Gender equality:
- (1) Party B hereby acknowledges that he or she has not been convicted of any of the offenses specified below. Should any unreported offense come to the notice of Party A, Party A may opt to immediately terminate this labor contract and notify Party B in writing without advance notice pursuant to Paragraph 1, Article 12 of the Labor Standards Act.
 1. A sexual assault crime, as defined by Paragraph 1, Article 2 of the Sexual Assault Crime Prevention Act.
 2. Sexual assault, sexual harassment, or sexual bullying, resulting in Party B being deemed unfit to serve in education-related services when the respective verdict remains unrevoked at the time of this contract's signing.
 - (2) For Party A to determine whether Party B has been convicted of the aforementioned offenses, Party B hereby gives Party A permission to contact all levels of education-related administrative agencies for the enquiry, collection, processing, and use of any information relevant to Party B per the Directions for the Report and Enquiry of Contracted School Employees. Party B further gives permission for the Ministry of Justice, policy agencies, and education-related administrative agencies to provide Party A with relevant information.
 - (3) In the event that Party B is alleged to have participated in sexual assault, sexual harassment, or sexual bullying while employed by Party A, Party A may call a meeting within one month from the day the Gender Equity Education Committee starts its investigation of the incident in question to determine whether this contract shall be suspended. Party B shall cooperate with the investigation pending the result. Party B agrees to the suspension of

salary payments during contract suspension. Depending on the investigation result, Party A may opt to take the following actions:

1. If the offense is determined to have been committed, Party A may terminate this labor contract and notify Party B in writing without advance notice pursuant to Paragraph 1, Article 12 of the Labor Standards Act. Party B shall request no salary payment pertaining to the duration of this contract's suspension.
 2. If the offense is determined not to have been committed, Party A shall exact the payment of Party B's salary pertaining to the duration of this contract's suspension within one month, and Party B agrees to waive any further claim for compensation. This also applies to the circumstances in which Party B has subsequently quit the respective post.
- (4) If Party B has committed offenses specified in Paragraph 1 or in other paragraphs, Party B hereby gives Party A permission to contact all levels of education-related administrative agencies for the enquiry, collection, processing, and use of any relevant information. Party B further gives permission for the Ministry of Justice, policy agencies, and education-related administrative agencies to provide Party A with information relevant to Party B. These provisions also apply to circumstances in which such offenses come to light only after Party B has quit the respective post.
- (5) For reports made by Party A on the grounds of the aforementioned conditions, Party B shall not demand that his or her personal information be deleted or that its further processing or use be suspended.

XVII. Termination of contract:

- (1) Party A may opt to terminate this contract in the event that the project with which this contract is associated has been terminated or that Party B is deemed incapable of fulfilling the tasks assigned by Party A. Party B shall be notified in writing of the termination pursuant of the advance notice period stipulated in the Labor Standards Act.
- (2) Party A may opt to terminate this contract in the event that leaves taken by Party B exceed the number of days allowed or that Party B violates a condition specified in Provision XV.
- (3) In the event that Party B wishes to terminate this contract, unless the termination is subject to conditions requiring no advance notice, Party B shall notify Party A in writing ten days in advance and complete relevant formalities. Failure to file a notice during the stipulated period may result in Party A demanding indemnity of Party B in accordance with relevant laws for the damage thus incurred.
- (4) Both parties shall respect the provisions on the recusal of employees stipulated in the National Cheng Kung University Implementation Regulations for the Commissioning of Professional Managers for the University Endowment Fund, and Party B shall declare in writing that he or she does not fall within the categories to which said provisions apply. If the affidavit is found to be false, Party A may terminate this contract in accordance with relevant laws and regulations.

XVIII. When the duties of Party B are amended by Party A or when this contract terminates, Party B shall transfer any pending tasks and property in his or her care to relevant personnel.

XIX. For matters not specified herein, the National Cheng Kung University Work Regulations for Temporary Employees, the National Cheng Kung University Implementation Regulations for the Commissioning of Professional Managers for the University Endowment Fund, the Directions for the Reporting and Inquiry of Contracted School Employees, the Labor Standards Act, the Labor Pension Act, and other relevant laws and regulations shall apply.

XX. Any dispute arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the Taiwan Tainan District Court in the first instance.

XXI. This contract is made in triplicate, with one copy for the Personnel Office (Party A), one copy for the department to which Party B is assigned, and one copy for Party B.

※Note:

1. This contract shall become effective only after the project associated with the position offered herein has been approved or a contract has been entered into.
2. If Party B has entered into a labor contract with Party A for the purposes of undertaking another project, said contract shall be terminated at the time this contract comes into effect if the two contracts' terms overlap.
3. This contract has been approved by the University Council of Party A. Any unauthorized change to the contents of this contract shall render it invalid.

Contracting Parties

Party A: National Cheng Kung University
Representative: _____, President
Address: No. 1, University Road, Tainan City 701, Taiwan
(R.O.C)
Signature and Official Seal of Department of Party B:
Date:

Party B: _____ (signature)
National ID Card Number:
Registered Residence:

※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.