

# National Cheng Kung University Contract for Teachers

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 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. Amended and approved in the 4th University Affairs Committee Meeting of the 2021 academic year on April 20, 2022.

To meet project teaching needs and academic research personnel training requirements, National Cheng Kung University (hereinafter “party A”) appoints \_\_\_\_\_ (hereinafter “party B”) as a (Professor, Chair Professor, Associate Professor, Assistant Professor, or Lecturer). 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 project proposal):
3. Source of salary funding and remuneration
  - (1) Source of salary funding:
  - (2) Remuneration (as specified in the project proposal; however, teachers employed for fundamental, physical education and other subjects shall receive an hourly wage):
4. Service hours: According to Party A’s regulations concerning service hours for full-time research personnel.
5. Teaching hours: As specified in the employment proposal; however, teachers employed for fundamental, physical education and other subjects shall teach a minimum of 12 hours per week.
6. Arrival and resignation: After receiving the offer letter from Party A, Party B shall report for duty according to 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.
7. Leave: According to Party A’s regulations on leave for full-time research personnel.
8. Going abroad: According to Party A’s directions for full-time teachers applying to go abroad.
9. Without the written consent of Party A, Party B may not engage in part-time teaching or jobs on or off

campus.

10. Insurance: For Party B, who qualifies as the insured under the Labor Insurance Act and National Health Insurance Act, 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 and 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 shall submit a written declaration (signed in person) to Party A.
11. 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 voluntarily contribution from Party B for labor pension or contribution benefits is deducted from his/her salary.
12. Benefits:
  - (1) University ID badge and vehicle pass
  - (2) Access to the University's public facilities and right to participate in its cultural and recreational activities according to Party A's provisions
  - (3) Other approved benefits
13. Year-end bonus: Equivalent to the bonus of Party A's full-time teachers, issuance of this bonus shall be handled in accordance with the Directions for Issuance of Year-End Bonuses (Compensation) for Military, Civil, and Teaching Personnel. Should Party A have difficulty affording such a bonus, the amount may be reduced.
14. Party B hereby declares that neither of the following applies to him/her (Party A may immediately terminate this contract in writing should Party B's declaration be found to be false):
  - (1) Having committed and been convicted of sexual assault, as stipulated in paragraph 1, Article 2 of the Sexual Assault Crime Prevention Act, before employment
  - (2) Having committed sexual assault, sexual harassment, or sexual bullying before employment, for which he/she is still banned from being reappointed as a teacher.
15. To confirm the declaration made by Party B in the preceding 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.

16. Should Party B engage in sexual assault, sexual harassment, or sexual bullying during his/her period of employment, Party A may call a Faculty Evaluation Committee meeting within 1 month of the Gender Equity Education Committee undertakes an investigation. Party B shall cooperate with the investigation and await its results. If this contract is terminated, Party B agrees that Party A is not responsible for salary payment.

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

Investigation results shall determine whether or not Party B has committed any offense mentioned in paragraph 1, according to which subsequent salary payments 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.

17. Should Party B be involved in any offense mentioned in Article 14 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 educational administrative department may 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 preceding paragraph, Party B may not request that Party A deletes or terminates the treatment or use of his/her personal information.

18. When Party B is teaching, mentoring, or training; performing 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 or 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.

19. Party B shall comply with Campus Anti-Bullying standards article 6 to article 9 to improve and to cultivate campus anti-bullying consciousness.

20. 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.

When 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.

21. 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 for the Management of Research and Development Results.
22. Party B's employment is not subject to regulations such as the Teachers' Act; National Cheng Kung University Implementation Directions for Job Rotation Among Teachers; National Cheng Kung University Guidelines for Applying for Lecturing Abroad, Domestic and Overseas Research, and Advanced Study; National Cheng Kung University Regulations on Sabbatical Leave for Professors and Associate Professors; Act Governing Retirement, Severance, and Bereavement Compensation for Teaching and Other Staff of Public Schools; as well as civil servant subsidies for marriages, funerals, births, and children's education.
23. During the valid contract term, Party B is verified to have committed a violation by relevant units, Party A may terminate this contract and dismiss Party B because of his/her 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 because of the breach of this contract.
24. If Party A terminates the research project for any reason during the project implementation period, this contract shall be terminated concurrently.
25. 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 Cheng Kung University Implementation Directions for Recruiting Contracted Teacher Using the University Endowment Fund, and other relevant regulations.
26. Both parties agree to designate the governing court at Party A's location as the court of first instance should contract litigation arise.
27. This contract is in triplicate, with Party A (Personnel Office), the recruiting unit of Party A, and Party B holding one copy each.

※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 shall be terminated when this contract becomes effective.
3. The standard content of this contract is deemed effective by Party A's University Affairs Committee, after which any amendment to the standard content without permission is not allowed. Any modified provision 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.