

國立中山大學約聘教學人員／研究人員契約書

Agreement for Contract Employment of Faculty and Researchers

103 年 2 月 26 日 102 學年度第 2 學期第 1 次行政會議修正通過

103 年 6 月 12 日本校第 362 次校教師評審委員會修正通過

103 年 11 月 7 日本校 103 年度第 3 次校務基金管理委員會修正通過

109 年 3 月 6 日本校 109 年度第 1 次校務基金管理委員會修正通過

110 年 12 月 10 日本校 110 年度第 3 次校務基金管理委員會修正通過

Amended and approved at the 3rd University Endowment Fund Management Committee meeting on Dec. 10th, 2021

國立中山大學（以下簡稱甲方）基於教學、研究需要，以校務基金自籌經費聘用先生（小姐）為約聘_____（教授、副教授、助理教授、講師或研究員、副研究員、助理研究員）（以下簡稱乙方），經用人單位與乙方雙方同意訂立條款如下：

National Sun Yat-sen University (hereinafter referred to as *the University*) employs Mr. /Ms. /Mrs. _____ as the contract-employed _____ (professor, associate professor, assistant professor, lecturer; research fellow, associate research fellow or assistant research fellow) (hereinafter referred to as *the Employed*) with the self-generated budget of the University Endowment Fund for the purpose of teaching and research. Both *the University* and *the Employed* agree on the clauses as follows:

一、聘用期間：自 _____ 年 _____ 月 _____ 日起至 _____ 年 _____ 月 _____ 日止，聘期屆滿，終止契約。

I. The employment term starts from _____ (MM/DD/YYYY) to _____ (MM/DD/YYYY). This Agreement shall terminate when the specified term expires.

二、工作內容：於甲方教育行政相關法規範圍內，從事教學或經甲方指派參與之研究、學術相關工作，並應校務行政之需接受用人單位主管督導及考評。雙方合意之工作內容如下：

每週授課時數 _____ 小時（ 比照甲方編制內專任教師授課時數； 甲、乙雙方協商應授課時數）

申請科技部專題研究計畫

其他

II. Job responsibility: *The Employed* shall carry out the teaching, research or academic works assigned by *the University*, in accordance with the relevant educational and administrative regulations of *the University*. *The Employed* shall as well accept the supervision and assessment by the employing unit for necessary administration. Both parties agree on the specific job responsibilities as below:

Weekly teaching hours: _____ hrs (per the required teaching hours for full-time faculty within the manning quota of *the University*; Agreed upon hours by both parties)

Application for NSTC research projects

Others

三、經費來源：

III. The budget of the remuneration:

四、報酬：在聘用期間內由甲方於月底按月致送薪資新台幣 _____ 元整，並自到職日起薪。

IV. The remuneration: *the University* shall pay NTD _____ at the end of each month to *the Employed* during the employment term. The remuneration shall start from the date of employment.

五、在校服務時間：比照甲方編制內專任教師規定辦理。

V. Service hours at *the University* shall be handled in accordance with the regulation regarding

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the full-time faculty within the manning quota of *the University*.

六、約聘教學人員授課時數：甲方應教學需要，得增加乙方授課時數，甲方之用人單位應支付乙方所增加授課時數之鐘點費。

VI. Teaching hours of contract-employed faculty: *the University* shall increase the teaching hours of *the Employed* when necessary, and the additional hourly pay for the extra hours shall be outlaid by the employing unit.

七、差假：比照甲方編制內專任教師之給假規定。乙方差假前應依甲方規定行政程序完成簽核。

VII. Leave application shall be handled in accordance with the regulation regarding the full-time faculty within the manning quota of *the University*. *The Employed*, before taking leave, shall complete the required administrative procedure for leave application.

八、出國：比照甲方編制內專任教師之規定，乙方應於出國前依甲方「教職員工（含行政助理）出差注意事項」規定完成簽核程序。

VIII. Overseas trips: *The Employed*, before going abroad, shall finish the required procedure for approval in accordance with the *Notices for Business Trip Application of Faculty and Staff* formulated by *the University*.

九、兼職及兼課：

(一)乙方在聘期期間不得在校外兼職，且不得有未透過學校行政作業而逕與各機關訂約，接受委託研究情事。

(二)乙方於聘期期間，經專案簽准後得利用公餘(非上班)時間於校外兼課。

(三)乙方如為研究人員，得依甲方行政程序簽准後於校內兼課，甲方不另支給授課鐘點費。

IX. Concurrent job or teaching:

(1) During the employment term, *the Employed* shall not take any concurrent off-campus job, nor privately conduct research granted by other institutions without the consent of *the University*.

(2) During the employment term, *the Employed* shall request approval before taking concurrent off-campus teaching in off-duty time.

(3) *The Employed*, if employed as a researcher, shall request approval before taking concurrent on-campus teaching. *The University* shall be exempt from paying extra hourly remuneration thereof.

十、保險：

乙方若符合「勞工保險條例」及「全民健康保險法」之被保險人資格者，應於到職時，由甲方辦理加保手續；聘約期滿或中途離職，應辦理退保。

乙方若未具參加勞工保險或全民健康保險投保資格者，請甲方用人單位協助委託台灣銀行股份有限公司人壽保險處辦理「國際技術合作人員綜合保險」。保險費由乙方負擔百分之三十五，甲方補助百分之六十五。如乙方不擬參加此項保險，應以親筆簽名之書函向甲方用人單位聲明。

X. Insurance:

The Employed eligible for insurance per the *Labor Insurance Act* and *National Health Insurance Act* shall be insured by *the University* at the start of the employment term. The insurance shall be terminated when either this Agreement terminates or *the Employed* resigns.

If not eligible for insurance per the two Acts stipulated above, the employing units shall insure *the Employed* through the “Global Package Insurance for Technicians” policy issued by the Bank of Taiwan. *The Employed* shall pay 35% of the insurance premium with the rest covered by *the University*. *The Employed* who chooses not to join the said insurance policy shall submit a signed declaration letter to their employing unit.

Any dispute over interpretations of these regulations shall be resolved in the court of law based on the Chinese version.

十一、退休金提繳：

- 101年8月1日起聘用之教學人員及研究人員，比照勞工退休金條例辦理勞退金之提繳及請領。
- 101年7月31日前聘用之教學人員及研究人員：依「國立中山大學進用約聘教學人員及研究人員實施要點」加入離職儲金，並依規定每月提撥月支報酬之百分之十二提存離職儲金，其中半數由被聘用人於每月報酬中扣繳作為自提儲金；另半數由用人單位提撥作為公提儲金。
- 教學人員及研究人員未具參加勞工退休金條例提撥勞退金資格者，準用「各機關學校聘僱人員離職儲金給與辦法」規定，辦理離職儲金之提撥及核發。

XI. Contribution to pension:

- The faculty and researcher employed from Aug. 1st, 2012 onwards shall handle their contribution and withdrawal of pension in accordance with *Labor Pension Act*.
- Those who are employed before Jul. 31st, 2012 shall participate in the contribution in accordance with the *Guidelines on Contract Employment of Faculty and Researchers*. The contribution to the pension shall be 12% of the monthly remuneration, half of which is paid out from *the Employed's* monthly remuneration and the other half contributed by *the University*.
- Those who are ineligible under the *Labor Pension Act* shall have their pension handled, mutatis mutandis, in accordance with the *Regulations for Contribution to Severance Fund and Remitting for Contract-Employed Personnel at Government Agencies and Schools at All Level* for the contribution and remitting of severance fund.

十二、研發成果歸屬：乙方在約聘期間，其工作內容所產生研發成果之智慧財產權悉歸甲方所有，並依甲方「研究發展成果及技術移轉管理辦法」及相關規定辦理。

XII. Attribution of the research and development results: any work-related intellectual property produced during the employment term by *the Employed* shall belong to *the University* in accordance with the *Regulation for Management of Research & Development Findings and Technology Transfer* and other relevant provisions formulated by *the University*.

十三、權利

- (一) 乙方之福利事項悉依甲方「進用約聘教學人員及研究人員實施要點」辦理。
- (二) 乙方對於「待遇」或「解聘」之措施，認為甲方違法或不當致損害其權益者，得準用甲方所訂「教師申訴評議委員會組織及評議要點」規定之程序提起申訴。

XIII. Rights

- (1) Benefits for *the Employed* shall be handled in accordance with the *Guidelines on Contract Employment of Faculty and Researchers of the University*.
- (2) If *the Employed* finds the benefits dissatisfactory or the measure of employment termination improper, they shall file the grievance, mutatis mutandis, in accordance with the *Guidelines on Organization and Key Duties of Faculty Grievances Committee* formulated by *the University*.

十四、義務：

- (一) 乙方應遵守甲方「教師守則」及「資訊倫理守則」。
- (二) 乙方如因故請假者應依甲方所訂「教師請假補課、代課鐘點費處理要點」之規定辦理。
- (三) 乙方於執行教學、指導、訓練、評鑑、管理、輔導或提供學生工作機會時，在與性/性別有關之人際互動上，不得發展有違專業倫理之關係。乙方若發現師生關係有違反前述專業倫理之虞，應主動迴避或陳報甲方處理。
乙方應尊重他人與自己之性或身體之自主，避免不受歡迎之追求行為，並不得進行

違反性/性別平等情事。

(四) 乙方應遵守學術倫理規範，如有違反情事者，準用甲方「教師違反送審教師資格規定及學術倫理案件處理要點」規定辦理。

XIV. Obligations:

(1) *The Employed* shall comply with the *Faculty Code of Conduct* and *Code of Information Ethics* formulated by *the University*.

(2) *The Employed*, before taking leave, shall apply for approval in accordance with the *Guidelines on Faculty's Application for Leaves, Arrangement for Substitution and the Incurred Hourly Pay* formulated by *the University*.

(3) *The Employed*, when interacting with students in activities such as teaching, discussion, training, assessment, management, counseling, or providing part-time job opportunity, shall not involve in any unethical interpersonal relationship regarding sexuality or gender awareness. When noticing the development of an unethical relationship, *the Employed* shall recuse themselves or report the case to *the University*.

The Employed shall respect one's sexual and physical autonomy and avoid inappropriate personal conduct regarding sexuality or gender inequality.

(4) *The Employed* shall comply with academic ethics. Any violation shall be handled, *mutatis mutandis*, in accordance with the *Guidelines on Handling Cases Regarding Violations of the Faculty Qualification Accreditation and Academic Ethics* formulated by *the University*.

十五、到職及離職：乙方接到甲方聘任通知後，應依規定辦理到職手續。聘期屆滿，乙方即需離職，不得異議。乙方如因特別事故須於聘約期滿前先行離職時，應於一個月前提出申請，經甲方同意後始得離職。乙方離職時，應依規定辦妥離職手續後始得離職。

XV. Employment and resignation: After being notified by *the University* of the employment, *the Employed* shall report to duty following the procedure in accordance with the regulation. As the employment term terminates, *the Employed* shall resign without objection. *The Employed* shall submit a resignation application to *the University* for approval at least one month in advance if *the Employed* decides to resign before the expiration of the employment. *The Employed* shall complete the resignation procedure in accordance with the regulation before leaving.

十六、乙方在聘用期間不列入甲方各項會議代表及經費分配之員額計算基準；不得擔任甲方各項會議及委員會之應出席委員(得列席參與會議)、不具甲方各項職務選舉權，惟因兼任本校組織編制內法定主管職務而應擔任相關會議出席委員者，不在此限。

XVI. During the employment term, *the Employed* shall not be counted into the quota of all meeting representatives and budget allocation of *the University*. *The Employed* shall neither serve as any required attendee for all meetings or committees (yet can attend without voting right), nor possess the electing rights for various positions of *the University*, unless *the Employed* takes on a concurrent supervisory position.

十七、乙方在約聘期間不適用「國立中山大學教師及研究人員升等審查辦法」、「國立中山大學教師借調處理要點」、「國立中山大學教師及研究人員研究進修實施要點」、「國立中山大學教授及副教授休假研究辦法」、「公立學校教職員退休資遣撫卹條例」及公教人員婚、喪、生育、子女教育補助等規定。

XVII. The following regulations do not apply to *the Employed* during the employment term: *Regulations for Evaluation of Professorship Rank Promotion, Guidelines on Handling Cases Regarding the Secondment of Faculty, Guidelines on Faculty and Researchers' Research and Further Studies, Regulations for Research Leave of Professors and Associate Professors, Act Governing Retirement, Severance, and Bereavement Compensation for the Teaching and Other Staff Members of Public Schools* as well as other provisions regarding pensions and subsidies for marriage, funeral, maternity leave, and children's education for civil servants and public school teachers.

Any dispute over interpretations of these regulations shall be resolved in the court of law based on the Chinese version.

十八、乙方於聘約有效期間，如有教學研究不力、其他不當行為或違反本契約應履行義務時，經甲方限期改善而未改善，甲方除得終止本契約並予解聘外，如另有造成甲方其他損害並得請求損害賠償。

乙方有教師法第十四條至第十六條，經甲方依相關程序查證屬實者，終止本契約並予解聘。

XVIII. If *the Employed* is found incompetent in teaching, inappropriate conduct, or violating obligations stipulated in this Agreement and has not improved within a given period of time, *the University* shall terminate the appointment and dismiss this Agreement. Any damage to *the University* resulting from the said instances by *the Employed* is liable for compensation.

Violations of Article 14 to 16 of the *Teachers' Act* shall result in immediate termination of this Agreement after confirmation with proper procedure, and *the Employed* shall be dismissed.

十九、甲方於計畫執行期限內如因故計畫終止，本契約亦即隨同終止。

XIX. This Agreement shall be terminated immediately when the project conducted by *the University* in employing *the Employed* terminates due to force majeure.

二十、本契約如有其他未盡事宜，依教育部「國立大學校務基金進用教學人員研究人員及工作人員實施原則」暨「國立中山大學進用約聘教學人員及研究人員實施要點」等相關法令規定辦理。

XX. Any matters not covered in this Agreement shall be handled in accordance with *Implementation Regulations for Employment of Faculty, Research Fellows, and Staff Using the University Endowment Fund at National Universities* and *Guidelines on Contract Employment of Faculty and Researchers* as well as other relevant provisions.

二十一、因本契約涉訟時，雙方同意以甲方所在地之管轄法院為第一審管轄法院。

XXI. In the event of any lawsuits arising out of or relating to this Agreement, both parties agree that the Taiwan Kaohsiung District Court shall be the competent court of first instance jurisdiction.

二十二、本契約書一式四份，甲方（研發處或教務處、人事室、用人單位各一份）、乙方一份。

XXII. This Agreement is made in four copies, with the Office of Research and Development, Office of Academic Affairs, Office of Personnel Services of *the University* holding one copy each and *the Employed* the last one.

※附註：乙方之前如曾因他案與本校簽訂聘任契約書，其聘期與本契約聘期重疊時，前契約書在本契約書生效時同時終止。

Note: Any overlapping terms of different agreements of *the Employed* with *the University*, the previous agreement shall be terminated when this Agreement takes effect.

立契約人

甲 方：國立中山大學

乙 方：

地 址：804 高雄市鼓山區西子灣

地 址：

蓮海路 70 號

身分證字號：

代 表 人：

(無中華民國身分證者請填居留證號)

甲方用人單位主管簽章：

聯絡電話：

The University:

The Employed:

National Sun Yat-sen University

No.70 Lien-hai Rd., Kaohsiung 804, Taiwan,

Address:

Any dispute over interpretations of these regulations shall be resolved in the court of law based on the Chinese version.

Represented by:

Identity No. (ARC No.):

(Signature of the supervisor of the employing
unit)

Contact Phone Number:

中 華 民 國 年 月 日
Date of this Agreement: