

國立成功大學延攬優秀人才聘約

National Cheng Kung University Contract for Recruiting Outstanding Talents

國立成功大學（以下簡稱甲方）依國立成功大學延攬優秀人才實施要點規定延聘（以下簡稱乙方），參與「_____」研究計畫一案，雙方訂定合約如下：

National Cheng Kung University (hereinafter referred to as Party A), in accordance with National Cheng Kung University Implementation Directions for Recruiting Outstanding Talents, recruits _____ (hereinafter referred to as Party B) to participate in the research project titled “_____”. The contract between the two parties is as follows:

一、延聘職稱及聘期：甲方延聘乙方為「_____」，聘期自_____年_____月_____日起至_____年_____月_____日止。但參與之研究計畫如提前完成或停止時，本聘約應即終止。

1. Title and term of recruitment: Party A recruits Party B as“_____”, the term of recruitment starts on ____ / ____ / ____ and ends on ____ / ____ / ____ (YYYY/MM/DD). This Contract shall be terminated when the research project in which Party B participating is completed early or ceased.

二、教學研究費：每月新臺幣_____元整，自聘期內實際到職之日起算，並以聘期內實際在職之日數支給。另由甲方依照中華民國稅法規定按月扣繳所得稅，所得稅之申報由乙方自行辦理，但甲方得提供必要之協助。

2. Teaching and Research Grant: Teaching and research grant of NT\$_____ per month shall be paid on actual working days upon Party B arriving at the post during the term of appointment,. Income tax shall be deducted from the monthly teaching and research grant in accordance with the Income Tax Act of the Republic of China. It is Party B's sole responsibility to file tax return; assistance may be provided by Party A if required.

三、機票費：補助標準依國立成功大學延攬優秀人才交通費補助金額表辦理。但已獲得國內其他單位之機票費補助或續聘者，不再補助。乙方應檢具機票存根(含電子機票)、購票證明及登機證等文件報銷請款，報支期限以聘期起迄前後一個月內為原則。機票票價如超出機票補助金額表之定額補助標準時，超出之機票費由乙方自行負擔；低於定額者，以實付金額為補助上限。

3. Air fare: Subsidy standards are made in accordance with the National Cheng Kung University Transportation Subsidies Table for Recruited Outstanding Talents. However, those who have received air fare subsidies or re-appointment from other domestic units will not be further subsidized. Party B shall submit documents, such as ticket stubs (including e-tickets), proof of ticket purchase, and boarding passes to apply for reimbursement. The application period is, in principle, within one month before and after the term of recruitment . If air fare exceeds the fixed subsidy standard in the Transportation Subsidies Table, Party B shall bear that excess fee. For air fare which is lower than the fixed amount, the actual payment shall be the upper limit of the subsidy.

四、保險：乙方若符合勞工保險條例及全民健康保險法規定之投保資格者，應於到職日由甲方辦理加保手續；聘約期滿或中途離職，應辦理退保。甲方應負擔之保險費，由計畫執行單位編列預算撥付。未具投保資格者，得由甲方協助委託臺銀人壽保險股份有限公司辦理「國際技術合作人員綜合保險」第一項至第五項之保險，保險費由乙方負擔百分之三十五，甲方計畫執行單位補助百分之六十五。乙方如不擬參加此項保險，應以親筆簽名之書函向甲方聲明。

4. 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. The insurance premiums to be borne by Party A are budgeted by the unit conducting the project. For those who do not qualify for insurance, Party A may assist by entrusting Bank Taiwan Life Insurance Co., Ltd. to handle the insurance covered in Paragraphs 1 to 5 of "Omnibus Insurance Program for International Technical Cooperation Personnel", and Party B shall bear 35% of the insurance premium, and the unit of Party A conducting the 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.

五、勞工退休金/離職儲金：甲方得參照勞工退休金條例規定為乙方提繳勞工退休金，乙方若不適用勞工退休金條例，應比照各機關學校聘僱人員離職給與辦法之規定，辦理離職儲金事宜。乙方自願提繳勞工退休金（離職儲金）之費用，由甲方於發放薪資中代為扣繳。

5. Labor pension/severance reserves: Party A may contribute the labor pension for Party B with reference to the regulations of the Labor Pension Act. If regulations on Labor Pension Act do not apply for Party B, Party B shall handle the severance reserve in accordance with the Regulations for Separation Fund Payment for Government Organization or School Employee. The aforementioned amount voluntarily contributed by Party B for labor pension (severance reserve) is deducted from his/her salary.

六、服務時間及出勤：計畫執行單位應依計畫需要，本於權責自行控管，或自行列冊相關出勤紀錄。

6. Service time and attendance: The unit conducting the project shall, according to the needs of the project, implement controls and management upon its authority, or list relevant attendance records on its own.

七、請假：

(一) 乙方在甲方應聘期間之差假，比照公務人員請假規則第三條及第四條規定辦理。

(二) 乙方在甲方應聘期間，連續服務滿一年者，第二年起，每年應給休假七日；服務滿三年者，第四年起，每年應給休假十四日。

7. Leave:

1. Party B's leave during the period recruiting by Party A shall be handled in accordance with Articles 3 and 4 of the Civil Servant Leave Regulations.

2. Party B is entitled to 7 days of leave every year starting from the second year should he/she have served continuously for one year during the period which it is employed by Party A; 14 days of leave each year starting from the fourth year should Party B have served for three years.

八、乙方在甲方應聘期間如因公務需求(如出國開會、考察或為執行研究計畫及蒐集資料等情形)須暫

時離臺者，應事前至差假系統填報出國申請表，依行政程序報請甲方同意。其每年出國日數以累計不超過三星期(含例假日)為限，到職未滿一年者按實際在職期間比例計算。出國逾三星期部分，核實扣發教學研究費。但其所參與研究工作性質特殊，確有需要者，經由甲方同意公假出國，不在此限。

乙方如非因公務出國，依本聘約第七條規定辦理。

8. When Party B needs to travel outside of Taiwan (such as attending meetings, visits, or collecting data in relation to the research project) for official duties, it shall fill out the application form for going abroad in the leave system in advance, and submit it to Party A for its approval according to administrative procedures. The number of days Party B goes abroad every year is limited to a total of no more than three weeks (including regular holidays). Where Party B has served for less than one year, it will be calculated based on the ratio of the actual period served. For those who go abroad for more than three weeks, the Teaching and Research Grant will be deducted after verification. However, the above does not apply if the research work Party B participates in is of a special nature and if there is a real need to go abroad, and Party A may agree that Party B go abroad on official leave.

The leave shall be handled in accordance with the provisions of Article 7 of the Contract if Party B going abroad for non- official business.

九、乙方除擔任本計畫工作外，不得在校內外兼職或兼課，如有特殊情形者，應依照本校教師校外兼課兼職補充規定辦理。乙方在甲方應聘期間內，不得在職進修。

9. Party B is not allowed to take part-time work or part-time courses on or off campus except for the work that is part of the project. Special circumstances are subjected to be handled in accordance with NCKU Supplementary Regulations for Faculty Members Lecturing or holding Concurrent Positions at Other Institutions. During the period which it is employed by Party A, Party B may not pursue further on-the-job education.

十、乙方參與甲方執行業務或研究計畫所知悉或保存之資料，須就內容負永久保密義務，不得洩漏予任何第三人，且不因離職而終止。

10. Party B has the obligation to keep the contents he/she learns of or retains confidential permanently while participating in conducting the business or research project of Party A, and such information is not allowed to disclose to any third party. The obligation to confidentiality will not be terminated due to Party B's resignation.

十一、乙方應遵守性別工作平等法、性別平等教育法等性別平等相關法規及教育基本法規範，並應遵守校園霸凌防制準則第六條至第九條規定，加強與培養校園霸凌防制意識。

11. Party B shall abide by the provisions of Act of Gender Equality in Employment, the Gender Equity Education Act, and other relevant regulations on gender equality, as well as Educational Fundamental Act. Party B shall comply with Articles 6 to 9 of the Campus Anti-Bullying standards to enhance and cultivate campus anti-bullying awareness.

十二、甲、乙雙方應遵守職業安全衛生法及相關規定。

12. Both parties shall comply with the Occupational Safety and Health Act and relevant regulations.

十三、有下列情形之一者，甲方得終止聘約，乙方應即辦理離職手續：

(一)聘約期滿、研究計畫主持人離職、經費不足或其他不可預知之情事而停止計畫。

(二)乙方有違反甲方工作規則或勞動基準法所定甲方不予雇用或得終止契約之情形。

13. Where any of the following circumstances pertains, Party A may terminate the Contract, and Party B shall proceed with resignation procedures immediately:

1. Termination of the project due to expiry of the Contract, resignation of the research project head, lack of funding, or other unforeseen circumstances.

2. If Party B violates Party A's work rules or the Labor Standards Act, Party A will not employ Party B or may terminate the Contract.

十四、本聘約期滿或經終止後，除雙方同意另訂新約者外，聘約關係即行消滅，甲方不負通知乙方之義務。

14. After the expiration or termination of the Contract, unless both parties agree to enter into a new contract, the Contract will be terminated immediately, of which termination Party A is not obliged to notify Party B.

十五、乙方聘期結束或中途離職時，亦應提出研究（教學或研發與管理）工作報告。

15. Party B shall also submit a research work report (teaching or R&D and management) at the end of the employment period or when Party B resigns before contract termination.

十六、乙方如屬不支薪人員，不適用本聘約第四條、第五條及第七條至第九條之規定。

16. If Party B is unpaid personnel, the provisions of Articles 4, 5, and 7 through 9 of the Contract do not apply.

十七、本聘約未盡事宜依其他相關法令或規定辦理。

17. For details not mentioned herein, requirements under applicable laws and regulations must be followed.

十八、甲乙雙方因本契約發生訴訟時，同意以甲方所在地之管轄法院為第一審管轄法院。

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

十九、本契約書一式三份，甲方、甲方計畫執行單位及乙方各執一份。

19. The Contract is in triplicate, and Party A, the unit conducting the project of Party A, and Party B shall each hold one copy.

立契約人

Contractor

甲 方：國立成功大學

Party A: National Cheng Kung University

代 表 人：蘇 慧 貞

Representative: Su Huey-jen

地 址：701 台南市大學路一號

Address: No. 1, Daxue Rd., Tainan City 701

甲方用人單位主管簽章：

Party A recruiting unit director's signature:

乙 方：

Party B:

身分證字號（無中華民國身分證者請填護照號碼）：

National ID/passport number:

戶 籍 地 址：

Registered Residence:

聯 絡 電 話：

Phone number:

中 華 民 國 年 月 日

MM/DD/YYYY

※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.