

# 國立陽明交通大學專案教師契約書

## National Yang Ming Chiao Tung University Contract for Project Faculty Members

111年10月5日國立陽明交通大學111學年度第1次臨時教師評審委員會通過

Approved at the first extraordinary teacher evaluation committee of the 2022–2023 academic year on October 5, 2022

國立陽明交通大學(以下簡稱甲方)為應教學需要，依「國立陽明交通大學進用專案教師實施要點(以下簡稱實施要點)」聘任\_\_\_\_\_ (以下簡稱乙方)為編制外專案□教授 □副教授 □助理教授 □講師。

To meet its teaching needs, National Yang Ming Chiao Tung University (hereafter “Party A”) hereby appoints \_\_\_\_\_ (hereafter “Party B”) as a Project □ Professor □ Associate Professor □ Assistant Professor □ Instructor outside the staffing complement in accordance with the National Yang Ming Chiao Tung University Guidelines for Appointing Project Faculty Members (hereafter “the Guidelines”).

上開專案教師，若依業務需要得分為□專業教學教師 □實作教學教師 □教學研究教師 □產學教師。

The abovementioned project faculty member may be appointed as a/an □ Instructor □ Professor of Practice □ Research Professor □ Professor of Industry and Research according to business needs.

□因乙方符合實施要點第二點第三項或第二十一點第二項之資格條件，授予約聘教授之榮銜。

□ Party B hereby receives the honorary title of a Contract Professor on the basis of fulfilling the qualifications stated in Paragraph 3 of Article 2 or Paragraph 2 of Article 21 of the Guidelines.

經雙方同意訂立契約如下：

The contract is concluded with the consent of both parties as follows:

一、聘任單位：\_\_\_\_\_

(專案名稱：彈性使用，無則免填)

Employing unit: \_\_\_\_\_

(Project name: Use flexibly and leave blank if there is none)

二、聘任期間：自民國\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起至民國\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日止。

Term of employment: from \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).

三、工作內容：\_\_\_\_\_

由聘任單位與乙方約定之。

Job content: \_\_\_\_\_

as agreed between the employing unit and Party B.

四、迴避進用：

Conflict of Interest Avoidance:

甲、乙雙方應遵守「專科以上學校進用編制外專任教學人員實施原則」(以下簡稱編外教學人員實施原則)第四點之迴避進用規定。

Parties A and B shall abide by the regulations on avoiding conflicts of interest stipulated in Article 4 of the Implementation Principles for Appointing Full-Time Faculty Members Outside the Staffing Complement at Junior Colleges and Institutions of Higher Education (hereafter “the Implementation Principles”).

乙方應主動揭露相關資訊，確認非屬上開應迴避進用之人員。

Party B shall proactively disclose relevant information to confirm that they are not the persons not to be appointed to avoid conflicts of interest as described above.

五、薪酬：

Salary:

比照編制內專任教師發放。

Paid according to the salary regulations for full-time faculty members inside the staffing complement.

本契約所約定之薪酬，自實際到職日起支，並至實際離職日停支。如有違反相關法令規定或提前離職，而致乙方有溢領薪酬之情事，應無條件返還所溢領之數額。

The salary stipulated in this contract shall be paid starting from the actual date on which employment commences and until the actual date of contract termination. If Party B violates relevant laws and regulations or leaves the company early, resulting in their overpayment, the overpaid amount shall be returned unconditionally.

六、授課：

Teaching:

(一) 授課時數比照甲方編制內專任教師之規定為原則。依實施要點第二點區分專案教師類別者，須符合合同要點第六點之規定辦理。

The number of teaching hours shall be determined according to the Regulations for the Recruitment of Full-Time Faculty Members Inside the Staffing Complement of Party A.

Those who are appointed to the positions designated in Article 2 of the Guidelines shall comply with the regulations stipulated in Article 6.

(二) 乙方有親自授課及支援甲方其他院、系、所、科、學程授課之義務。

Party B shall meet their obligations to teach classes in person and support classes in other colleges, departments, institutes, subjects, and programs within Party A.

(三) 新進專案教師前三年應參與英語授課，以三門為原則，前開參與程度及學門計算得由各學院另行自訂。其中語言教學、體育領域或具特殊教學任務教師之授課規定，可專簽校長核准後辦理。

Newly appointed project faculty members shall teach three subjects in English during the first three years of their employment, with the degree of participation in the aforementioned teaching activity and requisite number of credits determined separately by each department and college. Regulations for foreign language, physical education, and special classes require signed approval from the President of NYCU.

七、學生輔導：

Student counseling:

乙方對於學生生活、言行，均有適度輔導之責任，必要時得轉請專業諮商人員協助。甲方必要時，得請乙方擔任導師。

Party B is responsible for providing guidance to students concerning their daily conduct and may refer to professional counselors for assistance when required. When necessary, Party A may ask Party B to serve as a homeroom teacher.

八、送審及升等：

Submission for assessment and promotion:

比照甲方編制內專任教師辦理教師資格審查，並發給教師證書。其符合升等條件者，亦得比照辦理升等審查，但不受新進教師升等年限規定之限制。

Party B shall undergo a faculty member qualification assessment according to the Regulations for the Recruitment of Full-Time Faculty Members Inside the Staffing Complement of Party A and be issued a teacher certificate accordingly. If Party B is qualified for promotion, Party B may receive a promotion assessment according to relevant regulations but is not subject to the

regulations regarding the number of years of service required for newly appointed faculty members to be promoted.

九、請假、補課、代課：

Absence, class rescheduling, and teacher substitution:

依教師請假規則及甲方相關規定辦理。

Handled in accordance with the Employment Leave Regulations for Teachers and relevant regulations formulated by Party A.

十、兼職兼課：

Part-time teaching or working:

乙方非經甲方書面同意，不得在校外兼職或兼課。

Party B may not teach or work part-time outside NYCU without a written consent from Party A.

乙方應完成學校行政作業，始得與校外單位簽訂合約、接受委託研究，且須依規定使用計畫研究費及辦理採購。如有特殊情況，應另依甲方規定辦理。

Party B shall complete all administrative tasks before signing contracts or accepting research commissions from non-NYCU entities and must use research grants and handle procurement in accordance with the associated regulations. Extraordinary circumstances are to be handled in accordance with the regulations of Party A.

十一、評估：

Assessment:

乙方聘期屆滿二個月前，應由各單位確定經費來源及業務需要，且參酌其工作表現及評估結果，始得辦理再聘。

Two months before the expiration of Party B's term of employment, Party B shall have their funding sources and business needs determined by their employing unit within Party A, and the job performance and assessment results of Party B must be taken into consideration before Party B can be reappointed.

依實施要點第二點區分專案教師類別者，評估之項目，專業教學教師以教學及服務(輔導)二項為原則，可申請增加研究項目；實作教學教師、教學研究教師及產學教師為教學、研究及服務(輔導)三項。各類別教師須符合實施要點第六點所規定之各項標準。

For Party B who is appointed to one of the positions indicated in Article 2 of the Guidelines, if they are instructors, they will be, in principle, assessed according to their teaching and services (e.g., counseling). However, they may apply to have their research added as a part of their assessment. If they are professors of practice, research professors, and professors of industry and research, they will be assessed according to their teaching, research, and services (e.g., counseling). All faculty members must comply with the specifications stated in Article 6 of the Guidelines regardless of the type of their position.

十二、福利：

Welfare:

乙方聘任期間，得參與甲方各項學術活動。除另有規定外，依各有關規定享有甲方員工各項福利。

Party B may participate in various academic activities sponsored or arranged by Party A during Party B's term of employment. Unless otherwise specified, Party B is entitled to various benefits as an employee of Party A in accordance with relevant regulations.

十三、安全衛生：

Safety and health:

甲、乙雙方應遵守職業安全衛生法及相關法規規定。

Both Parties A and B shall comply with the Occupational Safety and Health Act and other relevant provisions.

#### 十四、保險：

##### Insurance:

乙方應依規定參加勞工保險及全民健康保險，其所應自行負擔之保險費，由甲方於發放薪酬中代為扣繳。機關補助部分由其相關經費支應。

Party B shall participate in labor insurance and National Health Insurance in accordance with relevant regulations, with the insurance premiums for Party B to be withheld by Party A in the payment of their salary. Subsidies provided by government agencies are supported by relevant funds.

#### 十五、退休：

##### Retirement:

甲、乙雙方依勞工退休金條例相關規定提繳退休金。未符該條例規定者，比照各機關學校聘僱人員離職給與辦法之規定辦理。

Parties A and B must contribute to pensions in accordance with the relevant provisions of the Labor Pension Act. Those who do not comply with said provisions are subject to the provisions of the Regulations for Severance Compensation for Employees Employed by Various Agencies and Schools.

#### 十六、研發成果事項：

##### Research and development results:

乙方以甲方校務基金或政府所有之經費或基金，進行科學技術研究發展或產學合作所獲得之成果（包含智慧財產權與其他研發成果），其人格權歸屬創作人，財產權歸屬甲方，相關權利及義務依政府及甲方相關規定辦理。

Party B retains the moral rights to the outcomes (including intellectual property rights and other research and development results) of academic research and development or industry-academia cooperation projects that involved Party A or government funding, whereas the economic rights belong to Party A. Rights and obligations are handled in accordance with relevant regulations of the government and Party A.

#### 十七、學術倫理事項：

##### Academic ethics:

乙方疑似違反學術倫理之行為，經檢舉或校內各單位依職權發現者，悉依專科以上學校教師違反送審教師資格規定處理原則、專科以上學校學術倫理案件處理原則及甲方學術倫理相關規範等規定辦理。

Violations of academic ethics by Party B that are reported or identified by a university department ex officio are handled in accordance with the Guidelines for Handling Violations of the Regulations Governing the Accreditation of Teacher Qualifications by Teachers in Junior College and Institutions of Higher Education, the Guidelines for Handling Academic Ethics Cases in Junior College and Institutions of Higher Education, and academic ethics-related regulations of Party A.

#### 十八、校園性別平等事項：

##### Campus gender equity:

乙方在聘任期間應遵守性別平等教育法、性別工作平等法、性騷擾防治法及校園性侵害性騷擾或性霸凌防治準則等相關規定。

Party B must abide by the Gender Equity Education Act, the Act of Gender Equality in Employment, the Sexual Harassment Prevention Act, and the Regulations on the Prevention and Handling of Sexual Assault, Sexual Harassment, or Sexual Bullying on Campus.

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，在與性或性別有關之人際互動上，不得發展有違專業倫理之關係。

Party B must not develop an intimate relationship with any of the student they instruct, guide,

train, evaluate, manage, consult, or employ that violates the code of professional ethics.

乙方發現師生關係有違反前項專業倫理之虞，應主動迴避或陳報甲方處理。

If a relationship with a student violates the code of professional ethics, Party B shall avoid further interactions with the student or disclose the matter to Party A for resolution.

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，並不得以強制或暴力手段處理與性或性別有關之衝突。

Party B shall respect others and their own autonomy over their sexuality and body, avoid unwanted romantic pursuits, and may not use force or violence to handle conflicts related to sex or gender.

甲方為確認乙方是否有前項所定情事，需定期依「學校辦理契約進用人員通報查詢作業注意事項」，向各級主管教育行政機關辦理其相關資訊之蒐集、利用及查詢，並同意法務部、警政機關及各級主管教育行政機關提供相關資訊。

To confirm whether Party B has engaged in any of the circumstances described in the preceding paragraph, Party A must make a report to the competent educational administrative agencies at all levels regarding the collection, use, and inquiry of relevant information on a regular basis in accordance with the Notices to Education Institutions on Handling the Reporting and Inquiry of Contract Employees. Additionally, Party B agrees to provide relevant information to the Ministry of Justice, police agencies, and educational administrative agencies at all levels.

#### 十九、終止契約：

Termination of contract:

(一) 乙方有編外教學人員實施原則第六點及第七點所定情事者，予以終止契約或暫時予以停止契約執行。

If found to have committed the activities specified in Articles 6 and 7 of the Implementation Principles, Party B shall have their contract terminated or suspended.

(二) 違反本契約書第九點迴避進用規定。

If found to have violated the conflict of interest rules stipulated in Article 4 of this contract, Party B shall have their contract terminated.

(三) 契約期間屆滿，契約當然終止，乙方應依規定辦妥離職手續。

The contract shall be automatically terminated upon expiration, at which point Party B shall complete the resignation procedure in accordance with relevant regulations.

(四) 甲方因計畫經費刪減、業務裁縮或其他重大事由得提前終止契約，但應於終止日前一個月書面通知乙方。

Party A may terminate the contract in advance due to a reduction of project funds, business downsizing, or other major reasons. However, in all cases, it shall notify Party B in writing one month before the date of termination.

(五) 乙方依前開第三款、第四款未獲甲方再聘，甲方應比照勞工退休金條例第十二條規定，按乙方於甲方服務年資發給慰助金，每滿一年發給二分之一個月之平均薪酬，未滿一年者，以比例計給；最高以發給六個月平均薪酬為限。

If Party B is not reappointed by Party A after the occurrence of the circumstances described in Subparagraphs 3 and 4, Party A shall grant severance pay to Party B according to Party B's years of service for Party A in accordance with Article 12 of the Labor Pension Act. An amount equal to half a month's average wages shall be granted for every full year of employment, along with an amount in proportion for a period of employment lasting less than one full year. The aforementioned amounts shall not exceed 6 months of average wages.

二十、乙方行為違反契約或相關法令規定，除另有相關規定者外，其情節未達終止契約或暫時予以停止契約者，得提經甲方各級教師評審委員會審議，依情節輕重，參考甲方校級教師

評審委員會設置辦法第八條規定作出處置。

In the event that Party B violates the terms of their appointment contract or the law, unless otherwise specified by other relevant laws, if the severity of the violation does not meet the standard for contract termination or suspension, penalties shall be issued proportional to the severity of the violation after deliberation by the teacher evaluation committees of Party A at each level in accordance with Article 8 of the National Yang Ming Chiao Tung University Regulations for Establishing the Teacher Evaluation Committees.

二十一、契約期間乙方如因特別事由須於屆滿前離職時，應於一個月前以書面提出申請，經甲方同意並依規定辦妥離職手續後，始得離職。未依規定辦妥離職手續，致甲方受損害時，甲方得依相關法律向乙方請求損害賠償。

If Party B must resign before the expiration of their term of employment due to special circumstances, Party B must submit a written application one month before their resignation date. Party B must obtain consent from Party A and complete the resignation procedures according to the relevant regulations before resigning during their term of employment. If Party B fails to complete the resignation procedures according to relevant regulations and causes damage to Party A, Party A may request damage compensation from Party B in accordance with relevant laws.

二十二、本契約其他未盡事宜，依「專科以上學校進用編制外專任教學人員實施原則」、「國立陽明交通大學進用專案教師實施要點」及其他相關法令規定辦理。

Any matters not addressed in this contract shall be handled in accordance with the Implementation Principles, National Yang Ming Chiao Tung University Guidelines for Appointing Project Faculty Members, and other relevant law regulations.

二十三、契約之存執：

Copies of the contract:

本契約書 1 式 3 份，甲乙雙方如因本契約發生爭訟時，乙方同意以甲方所在地之地方法院為第一審管轄法院。

This contract is in triplicate. If a dispute arises between Parties A and B over this contract, Party B agrees that the local court where Party A is located shall be the first instance to exercise jurisdiction.

立契約書人

Contractor drafted by:

甲方：國立陽明交通大學

Party A: National Yang Ming Chiao Tung University

代表人： (簽章)

Representative: (Signature)

聘任單位主管： (簽章)

Manager of employing unit: (Signature)

乙方： (簽章)

Party B: (Signature)

身分證統一編號 (護照號碼)：

National ID / Passport No.:

地址：

Address:

中 華 民 國 年 月 日  
Date (mm/dd/yyyy): \_\_\_\_\_