

# 國立陽明交通大學專案研究人員契約書

## National Yang Ming Chiao Tung University Appointment

### Contracts for Project Research Personnel

111 年 10 月 5 日 111 學年度第 1 次臨時校級教師評審委員會議通過

114 年 4 月 16 日 113 學年度第 2 次臨時校級教師評審委員會議通過

國立陽明交通大學(以下簡稱甲方)為提升教學研究水準，加強延攬人才，依「國立陽明交通大學進用專案研究人員實施要點」(以下簡稱實施要點)聘任

\_\_\_\_\_ (以下簡稱乙方)為編制外\_\_\_\_\_。

To improve the university's standards of teaching and research and enhance its recruitment of talent, the National Yang Ming Chiao Tung University (hereinafter referred to as Party A) shall hire \_\_\_\_\_ (hereinafter referred to as Party B) as a \_\_\_\_\_. outside the NYCU staffing complement in accordance with the National Yang Ming Chiao Tung University Guidelines on the Hiring of Project Research Personnel (hereinafter "the Guidelines").

經雙方同意訂立契約如下：

The employment contract, as agreed upon by both parties, is as follows:

一、聘任單位：\_\_\_\_\_

Hiring unit:

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

Term of service: From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).

三、工作內容：\_\_\_\_\_

Job description: \_\_\_\_\_

由聘任單位與乙方約定之。

This shall be agreed upon by the hiring unit and Party B.

四、薪酬：

Salary:

由甲方比照編制內各該職級研究人員之本薪（年功薪）\_\_\_\_\_薪點及學術研究加給合計數按月發放或由甲方按月給付乙方新台幣\_\_\_\_\_元整。

The salary shall be the sum of a basic salary (and any seniority salary) of \_\_\_\_ salary point(s) and the monthly academic research allowance paid by Party A or a monthly payment of NT\$ \_\_\_\_\_ paid by Party A to Party B.

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 payments stipulated in this contract shall begin on the starting date of the employment period and end on the final day of employment. In the event that Party B is paid an excess amount due to legal violations or premature resignation, Party B shall return the excess amount unconditionally.

五、差假：

Leaves and absences

比照甲方編制內專任研究人員之規定辦理。

Leaves and absences shall be handled in accordance with the provisions applicable to full-time research personnel in Party A's staffing complement.

#### 六、迴避進用：

Recusals:

乙方不得為甲方校長、各級主管、計畫項下計畫主持人及共同(協同)主持人之配偶及三親等以內血、姻親，且雙方應遵守「國立大學校務基金進用研究人員及工作人員實施原則」第 4 點之迴避進用規定。

Party B may not be the spouse, third-degree or closer blood relative, or relative by marriage of the president, a supervisor at any level, or the principal investigator or co-investigator of the project within Party A. Furthermore, both parties shall comply with the articles on recusal provided in Article 4 of the Implementation Directions Governing Use of National University Endowment Funds to Employ Research and Administrative Staff.

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，如有違反，或有不實情事，依專案計畫核定單位之相關規定辦理。

Party B shall voluntarily disclose any relevant information to ensure no such conflicts of interest; any violations or inaccuracies shall be handled in accordance with the regulations provided by the unit approving the project.

#### 七、乙方在聘任期間，除在職進修或進修部學生專職於專題研究計畫外，不得具在學學生身分。

During their term of employment, Party B may not be a current student unless they are a student enrolled in on-the-job training or in a continuing education division dedicated to a specific research project.

#### 八、終止契約：

Contract termination:

(一) 乙方有國立大學校務基金進用研究人員及工作人員實施原則第 6 點及第 7 點所定情事者，予以終止契約或暫時予以停止契約執行。

In the event that Party B is found in any of the situations prescribed in Articles 6 and 7 of the Implementation Directions Governing Use of National University Endowment Funds to Employ Research and Administrative Staff, their contract shall be terminated or suspended temporarily.

(二) 違反本契約書第 6 點迴避進用規定。

If the provisions on recusal in Article 5 of this contract are violated, the contract of Party B shall be terminated.

(三) 聘期屆滿，契約當然終止，乙方應依規定辦妥離職手續。

Upon completion of their term of service and the matter of course termination of their contract, Party B shall complete the resignation procedures in accordance with the 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 1 個月書面通知乙方。

Party A may terminate this contract of employment in advance due to project funding reductions, business downsizing, or other major incidents but must notify Party B in writing 1 month in advance of the termination date.

(五) 乙方依前開第 3 款、第 4 款未獲甲方再聘，甲方應比照勞工退休金條例第 12 條規定，按乙方於甲方服務年資發給慰助金，每滿 1 年發給二分之一個月之平均薪酬，未滿 1 年者，以比例計給；最高以發給 6 個月平均薪酬為限。

In the event that Party B is not be rehired due to circumstances provided in Paragraphs 3 and 4, Party A shall pay severance to Party B in accordance with Article 12 of the Labor Pension Act based on the duration of Party B's employment to Party A. The severance amount for a month shall be equal to one-half of the average monthly wages for every full year of employment and *pro rata* for a period of employment lasting less than 1 full year. The severance shall not be paid for more than 6 months.

#### 九、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。

Both Parties A and B shall contribute to the labor pension funds in accordance with the Labor Pension Act. For project research personnel that this Act does not apply to, pensions shall be handled in accordance with policies on separation payment for personnel employed by government agencies and schools.

#### 十、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 the labor insurance and national health insurance programs in accordance with national regulations. The premium contributed by Party B shall be deducted from their salary by Party A, and the premium partly subsidized by the various levels of government shall be paid through relevant funding sources.

#### 十一、福利：

##### Benefits

乙方在聘任期間，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 academic activities held by Party A during their employment period. Unless otherwise specified, project research personnel enjoy the benefits awarded to all employees of Party A.

#### 十二、兼職兼課：

##### Part-time work:

乙方非經甲方書面同意，不得在校外兼職或兼課。

Party B may not work or teach part-time for another entity without 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 must complete the appropriate administrative procedures for Party A before they may sign contracts or accept commission research work with any other agency. Furthermore, Party B must use

project funding and handle purchases in accordance with the regulations. Any special circumstances shall be handled in accordance with the regulations of Party A.

### 十三、評估：

#### Evaluations

乙方聘期屆滿 2 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，作為再聘之參據。

Two months before the completion of Party B's term of service, each unit shall confirm their funding source and business needs. Additionally, the work performance and evaluation results of Party B shall be referenced for rehiring.

### 十四、安全衛生：

#### Health and safety:

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 must comply with the Occupational Safety and Health Act and other similar regulations.

### 十五、研發成果事項：

#### Research achievements:

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 right to the outcomes of academic research and development or industrial-academic collaborations that involve funding from Party A or the government. These outcomes include intellectual property rights and other research achievements. The economic rights to such outcomes belong to Party A. Rights and obligations are handled in accordance with government and Party A regulations.

### 十六、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 the regulations of Party A regarding academic ethics.

### 十七、校園性別平等事項：

#### Gender equity on campus:

乙方應遵守性別平等教育法、性別平等工作法、性騷擾防治法、校園性別事件防治準則及本校校園性別事件防治規則等相關規定。

Party B is required to comply with the Gender Equity Education Act, Gender Equality in Employment Act, Sexual Harassment Prevention Act, Regulations Governing Prevention of Gender-Related

Incidents on Campuses, and National Yang Ming Chiao Tung University Regulations on the Prevention of Gender-Related Incidents on Campuses.

乙方與學生在與性或性別有關之人際互動上，不得發展以性行為或情感為基礎之親密或有違專業倫理之關係。

Party B must not develop intimate or ethically inappropriate relationships based on sexual activity or emotions in their interactions with students concerning sex or gender.

乙方發現師生關係有違反前項專業倫理之虞，應主動迴避或陳報學校處理。

If a relationship with a student violates the code of professional ethics, Party B must avoid further interaction with the student or report the matter to the school to handle.

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 must respect the sexuality and bodily autonomy of themselves and others, avoid unwanted sexual advances or requests for dates, and must not use force or violence to address conflicts related to sex or gender.

甲方為確認乙方是否有前項所定情事，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 verify whether Party B has demonstrated any of the aforementioned behaviors, Party A shall routinely engage in the gathering, use, and query of information from the competent education administrative authority at all levels in accordance with the Ministry of Education regulations on reporting and query procedures for schools hiring contract employees. Party B agrees to the provisions stipulated by the Ministry of Justice, the police authorities, and the competent education administrative authority at all levels.

十八、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8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.

十九、乙方在聘任期間應遵守有關法令及約定事項，如有違反致甲方受損害，甲方得依相關法規向乙方請求損害賠償並追究責任。

Party B shall comply with the law and the terms of this contract during their term of service. In the event of any violations resulting in injury to Party A, Party A may seek damages from Party B and investigate where the responsibility lies in accordance with pertinent laws and regulations.

二十、聘任期間乙方如因特別事由須於屆滿前離職時，應於1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，甲方得依相關法規向乙方請求損害賠償。

In the event that Party B must resign during their term of service, they shall submit a written application 1 month in advance and complete the resignation procedures after obtaining consent from Party A. In the event of injury to Party A due to failure to complete the resignation procedures as specified, Party A may seek damages from Party B in accordance with pertinent laws and regulations.

二十一、本契約其他未盡事宜，依「國立大學校務基金進用研究人員及工作人員實施原則」、「國立陽明交通大學進用專案研究人員實施要點」及其他相關法令規定辦理。

Any matters not provided in this contract shall be handled in accordance with the Implementation Directions Governing Use of National University Endowment Funds to Employ Research and Administrative Staff, the National Yang Ming Chiao Tung University Guidelines on the Hiring of Project Research Personnel, or otherwise provided by law.

二十二、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。

In the event of a dispute between Party A and Party B arising from this contract, Party B agrees that the local district court where Party A is located shall be the jurisdictional court of first instance.

二十三、本契約書一式三份，甲、乙雙方及聘任單位各執一份為憑。

Three (3) copies of the contract shall be given to Party B to sign. Party A, Party B, and the hiring unit shall each receive one (1) copy for documentation.

立契約書人：

Acknowledged and Agreed to by:

甲 方：國立陽明交通大學（蓋學校大印）

Party A: National Yang Ming Chiao Tung University (official seal)

代表人：

簽字章

Representative:

Signature and seal

乙 方：

簽章

Party B:

Signature and seal

身分證字號：\_\_\_\_\_

ID: \_\_\_\_\_

地址：\_\_\_\_\_

Address: \_\_\_\_\_

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