國立中山大學約聘博士後研究人員契約書

**Agreement for Contract Employment of Postdoctoral Research Fellows**

國立中山大學（以下簡稱甲方）基於研究需要，以校務基金自籌經費聘用 先生（小姐）為博士後研究人員（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 postdoctoral research fellow (hereinafter referred to as *the Employed*) with the self-generated budget of the University Endowment Fund for the purpose of conducting 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。

1. 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：雙方合意之工作內容如下，應校務行政之需接受用人單位主管督導及考評：

II. Job responsibility: Both parties agree on the specific job responsibilities as below. For necessary administration, *the Employed* shall accept the supervision and assessment by the employing unit.

□經甲方指派參與之研究、學術相關工作。

Participate in relevant research or academic work assigned by *the University.*

□申請國科會專題研究計畫

Apply for NSTC research projects.

□其他(執行計畫名稱) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other (please provide the title of a research project) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

三、經費來源：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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。

1. The remuneration: *the University* shall pay TWD\_\_\_\_\_\_\_\_\_\_\_\_\_\_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。

1. Service hours at *the University* shall be handled in accordance with the regulation regarding the full-time faculty within the manning quota of *the University.*

六、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完成申請簽准程序。

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

七、出國：

1. Overseas trips:

(一)比照甲方專任教師之規定，乙方於出國前應依甲方「教職員工（含行政助理）出差注意事項」規定完成簽核程序。

*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*.

(二) 乙方每年出國日數以累計不超過三星期（含例假日）為限，補助期間不滿一年者按在職比例計算。出國逾三星期部分，則核實扣發其教學研究費。但研究工作性質特殊，確有需要者，由計畫執行單位專案簽准不在此限。

The accumulative number of days for overseas trips for *the Employed* shall be limited to three weeks (including weekends and holidays) per year; for those employed less than one year, the said number of days shall be prorated accordingly. If *the Employed* stays overseas for more than limit, the monthly remuneration shall be deducted based on the number of days exceeding the limit. However, exceptions may be granted if the nature of the overseas trip dictates a period longer than 3 weeks and the case has been specially approved.

八、兼職及兼課：

1. Concurrent job or teaching:
2. 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。
3. 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*.
4. 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。
5. During the employment term, *the Employed* shall request approval before taking concurrent off-campus teaching in off-duty time.

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

1. *The Employed* shall request approval before taking concurrent on-campus teaching. *The University* shall be exempt from paying extra hourly remuneration thereof.

九、保險：

1. Insurance:

□乙方符合「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。

*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.

□乙方未具參加勞工保險或全民健康保險投保資格者，甲方用人單位得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。

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.

十、退休金提繳：

1. Contribution to pension:

□乙方在聘用期間，甲方應比照「勞工退休金條例」之規定，由國科會補助經費中，每月依乙方月支工作酬金按月提繳百分之六之退休金，乙方亦得按月在其每月報酬提繳百分之六範圍內，自願另行提繳退休金。前開甲方每月提繳報酬標準，依據行政院勞動部訂定之「勞工退休金月提繳分級表」規定辦理。乙方自願提繳部分，得自當年度個人綜合所得稅總額中全數扣除。

During the employment term, *the University* shall contribute from the NSTC subsidy the equivalent of 6% of *the Employed*’s monthly remuneration into the pension in accordance with the *Labor Pension Act,* while *the Employed* may voluntarily contribute the same percentage or less to the pension. *The University*’s contribution standard shall comply with the *Monthly Contribution Classification of Labor Pension* formulated by the Ministry of Labor, Executive Yuan. The amount of *the Employed*’s contribution shall be fully deducted from their individual income in the current tax year.

□乙方不具本國國藉者，甲方定每月提存月支報酬之百分之六為公提離職儲金，乙方提存百分之六為自提離職儲金。

If *the Employed* is not an R.O.C. national, the contribution to the severance fund shall be 12% of the monthly remuneration. Half of the contribution (6%) shall be deducted from *the Employed*’s monthly remuneration, while the remaining 6% shall be contributed by *the University*.

□補助機關未列提撥退休金及離職儲金經費，甲方不予提撥。

If the research subsidy does not budget for the pension or severance fund, *the University* bears no obligation to contribute.

十一、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。

1. 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*.

十二、權利義務：

1. Rights and obligations:
2. 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。
3. Benefits for *the Employed* shall be handled in accordance with the *Guidelines on Contract Employment of Faculty and Researchers* of *the University*.
4. 乙方應遵守甲方「資訊倫理守則」。
5. *The Employed* shall comply with the *Code of Information Ethics* formulated by *the University.*
6. 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。
7. *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*.

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。

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

1. 乙方應遵守學術倫理規範，若有違反情事者，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。
2. *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*.

十三、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。

1. 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 depart 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.

十三、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；不具甲方各項職務選舉權，且不得擔任或兼任本校組織編制內法定主管職務。

1. During the employment term, *the Employed* shall not be counted into the quota of all meeting representatives and budget allocation of *the University*. T*he Employed* shall neither serve as any required attendee for all meetings or committees, nor possess the voting rights for various positions of *the University*. Also, *the Employed* shall neither serve nor concurrently take on a supervisory position stipulated in *the Charter*.

十四、乙方在約聘期間不適用「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。

1. The following regulations do not apply to *the Employed* during the employment term: *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.

十五、乙方於聘約有效期間，如因研究不力、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。

1. If *the Employed* is found incompetent in conducting research, 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 this Agreement. Any damage to *the University* resulting from the said instances by *the Employed* is liable for compensation.

乙方有教師法第十四條第一款之情事之一者，甲方得經行政程序簽准後終止本契約並予以解聘。

*The Employed* violating Subparagraph 1 of Article 14 of the *Teachers’ Act* shall result in immediate termination of this Agreement by *the University* after the approval through administrative procedure.

十六、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。

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

十七、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。

1. Any matters not covered in this Agreement shall be handled in accordance with the *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 regulations.

十八、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。

1. 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.

十九、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。

1. 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.

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(ID No.)：

代表人：鄭 英 耀 （無中華民國身分證者請填居留證號）

甲方計畫主持人簽章： 聯絡電話：

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| --- | --- |
| *The University*:  National Sun Yat-sen University | *The Employed*: |
| No.70 Lien-hai Rd., Kaohsiung 804, Taiwan, | Address: |

|  |  |
| --- | --- |
| 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: