國立臺灣師範大學產學合作計畫博士後研究契約書

National Taiwan Normal University

Contract for Post-Doctoral Researchers of

Industry-Academia Collaboration Projects

For the professional needs of implementing the Industry-Academia Collaboration Project, National Taiwan Normal University (hereinafter referred to as "Party A") hereby employs _____ (hereinafter "Party B") as the post-doctoral researcher. Both parties hereto enter into a contract bound by the following terms:

1. Employment period

From __M__D__Y to __M__D__Y. (If Party B is not a citizen of the Republic of China, Party B shall apply for residency (temporary) with the competent authorities prior to the date of employment. Employment will begin upon receipt of a letter of permission (for employment) from the Ministry of Labor and once Party B has been enrolled in the University's insurance plan.)

2. Teaching and research remuneration

NT$ ____ . (Monthly teaching and research fee shall be in accordance with the "Application Form for Teaching and Research Fee" as agreed upon between Party B and the Principal Investigator of Party A. In the case of Party B has been employed for less than one month, said remuneration shall be given according to the actual number of days employed. Personnel and teaching-research fellow payments confirmed by industry-academia collaboration institutions (e.g. the Ministry of Science and Technology) shall receive a monthly remuneration in accordance with approved standards.)

3. Job description, hours, and location

Party B shall comply with all relevant regulations set by Party A and the industry-academia collaboration institution. Party B shall be assigned and directed by the Principal Investigator (unit supervisor) of Party A to perform and complete the following projects during the specified period:

(1). Industry-academia collaboration institution:
(2). Title of research project:
(3). NTNU Project account number:
(4). Academic/administrative (implantation) unit of the project:
(5). Principal Investigator:

(6). If the industry-academia collaboration project institution has another category of approved subsidy personnel (e.g. independent post-doctoral researcher), the project's administrative (implementation) unit shall manage the following: (If not applicable, do not fill in the following):
(a). Name of the approved subsidy category:
(b). Head of the project administrative (implementation) unit:

4. Leave

(1). Any leave of absence of Party B during employment with Party A shall be handled in accordance with the regulations for regular, full-time researchers employed by Party A. Party B may only take leave after completing a leave of absence request form and receiving permission from Party A's representative. In the case of illness or emergency, remedial leave filing procedures may be done later
(2). Before go abroad, Party B must first receive approval through administrative procedures and provide a detailed account of reason, time period, and whether leave with pay. Only after approval may Party B go abroad. Those traveling on official duty must also attach direct and reasonable proof related to their work.

5. Concurrent teaching and other posts

(1). During the term of employment, Party B shall be engaged in research on a full-time basis. However, Party B may engage in part-time teaching or other related research at Party A or other institutions (organizations) only if these duties do not affect the purposes for recruitment and are approved in writing by Party A. Part-time work shall be limited to a total of four hours per week.
(2). If Party B engages in teaching at Party A, the hourly fee shall be calculated in accordance with the relevant regulations for full-time researchers at Party A.

6. Conflict of Interest

Party B shall not be the spouse of the immediate supervisor, unit supervisor, Principal or Joint Investigator of the unit in which Party A is employed, or a relative by blood or marriage within the third degree of consanguinity.

7. Insurance, pension, or seperation fund

(1). If Party B is eligible for insurance under the Labor Insurance Act and the National Health Insurance Act, he/she shall apply for labor insurance and national health insurance at the Office of General Affairs of Party A on the first day of employment.
(2). If Party B is not qualified to enroll in either the Labor Insurance Act or National Health Insurance Act, Party A's Principal Investigator (or unit

director) shall assist in applying for General Insurance for International Sci-Tech Collaboration Personnel. Party B shall bear 35% of the insurance premium and 65% subsidized by the project funds.

(3). If Party B qualifies for the pension provisions of the Labor Retirement Act, Party A shall contribute to the pension in accordance with the relevant regulations; if Party B does not qualify for the pension provisions of the Labor Retirement Act, may apply for seperation fund in according with the Regulations for Seperation Fund Payment for Government Organization or School Employee 各機關學校聘僱人員離職給與辦法.

(4). All aforementioned insurance, pension, severance pay, income tax and others not listed in the preceding paragraph shall be handled in accordance with relevant laws and regulations. The portion to be paid by Party B shall be deducted by Party A from Party B's teaching and research remuneration on a monthly basis, and the portion to be borne by Party A shall be paid with funds from Party B's project funds.

8. Welfare and other subsidies

Welfare and other subsidies shall be handled according to the University and industry-academia collaboration project institution subsidy regulations.

9. Year-end bonus

The year-end bonus of Party B shall be handled in accordance with the regulations of the industry-academia collaboration project institution.

10. Confidentiality

Data collected by Party B and the results of research shall not be used arbitrarily or disclosed publicly without the prior consent of the Principal Investigator; if data and research results are developed into patents, copyrights, or other intellectual property rights, their attribution shall be in accordance with Party A's relevant regulations on patent copyright and other scientific and technological rights and interests. If illegal interests are involved, they shall be handled in accordance with the law.

11. Code of Conduct

(1). Party B shall comply with the relevant laws and regulations set by the government and Party A.

(2). Party B shall not divulge the secrets of Party A regarding business and technology, even after retirement or leaving the company.

(3). Party B shall accept supervisory assignments from Party A and shall not leave the office during working hours without the permission of the supervisor.

(4). Party B shall not use their position to benefit themselves or others, and shall

not accept improper benefits, gifts, or compensation.

(5). Party B shall comply with the provisions of the Gender Equity Education Act, Act of Gender Equality in Employment, Sexual Harassment Prevention Act, and Regulations on the Prevention of Sexual Assault, Sexual Harassment, and Sexual Bullying on Campus. Party B shall not develop interpersonal relationships that violate professional ethics in relation to sex or gender.

(6). Party B shall complete the number of hours of study as set forth in the University's Guidelines for Implementing Education on Academic Ethics and Integrity for a better recognition and proper attitudes on academic ethics and integrity.

(7). Should Party B fail to perform job duties and obligations or violate relevant regulations, Party A may terminate this contract and take legal action in accordance with the relevant laws and regulations.

12. Contract termination

(1). Should Party B violate any relevant regulations or fail to improve research performance after being notified, Party A may terminate employment.

(2). Party A shall notify Party B immediately upon the expiration of the employment term or the completion or cessation of the project in which Party B is involved, at which point this contract shall also terminate. In this case, Party B shall not request for severance pay or any other expenses from the Party A.

(3). Should Party B violates his or her obligations during the employment period, Party A may terminate the contractual relationship after verification and handle the matter in accordance with relevant laws and regulations.

13. Resignation

When the appointment expires or should Party B resign midway through the employment, he/she shall to resign before obtain approval in accordance with relevant regulations, fill out a resignation application form, complete the job handover, withdraw from his/her insurance plans, process the resignation paperwork, and return all relevant identification documents. In addition, he/she shall go through labor and health insurances and labor pension transfer procedures in accordance with relevant regulations; all derivative expenses arising from failure to do so shall be borne by Party B.

14. Other rights and obligations

(1). Matters not mentioned herein shall be handled in accordance with the Regulations Governing the Recruitment of Visiting Science and Technology Personnel with Subsidies from the Ministry of Science and Technology, Regulations Governing the Recruitment of Research Scholars with Subsidies and the Execution of Research Projects from the National Science and Technology Council, the university's Guidelines for Handling

Cases of Violation of Academic Ethics and Integrity by Project Staff, Guidelines for Implementing Education on Academic Ethics and Integrity, and relevant laws and regulations of industry-academia collaboration project institutions and the University.

(2). This contract may be amended at any time through the administrative procedures of the University with approval from Parties A and B.

(3). This contract shall be executed in two identical copies, one each for the Principal Investigator of Party A and Party B.

(4). In the event of any litigation arising from this contract between Party A and Party B, the regional court at the location of Party A shall serve as the court of jurisdiction in the first instance.

Contractors:

Party A: National Taiwan Normal University
Representative (President):

(Signature)

Address: No. 162, Sec. 1, Heping East Road, Daan District, Taipei City 106, Taiwan

Principal Investigator:

(Signature)

Party B:

(Signature)

National ID/Unified Number:

(Please fill in the I.D. card number
or passport number if you do not have a R.O.C. identity card)

Address:

Month_____ Date_____ Year_____