Appointment number:
NTNU Contract for Full-time Assistants of Industry-Academia Collaboration Projects **國立臺灣師範大學產學合作計畫專任助理契約書**
In order to facilitate operational needs, National Taiwan Normal University (hereinafter referred to as Party A) has appointed _____ (hereinafter referred to as Party B) to be a full-time assistant for industry-academia collaboration projects. Both parties have agreed to enter into the following contract terms:
I. Period of Appointment: Where the appointee has completed the suspension procedure, the period of appointment shall be adjusted accordingly as follows:
Commencing on DD/MM/YYYY and expiring on DD/MM/YYYY. The monthly pay shall be NT$_____.
Commencing on DD/MM/YYYY and expiring on DD/MM/YYYY. The monthly pay shall be NT$_____.
Party B, when newly appointed, shall be subject to a probation period lasting three months (from DD/MM/YYYY to DD/MM/YYYY). Upon the end of the probation period, if Party B passed evaluation for said period, he/she shall be formally appointed as per regulations. Should Party B fail the evaluation, this Contract shall be terminated and rendered null and void starting from the expiration date of the probation period. Party B shall not make any demands. In the case of the termination of this Contract, Party B shall complete the relevant termination procedures prescribed by Party A.
II. Job Description:
(1) In agreement with Party A's agent job assignments and instructions, Party B shall perform and complete tasks related to the following project within the specified period:
1. Industry-Academia Collaboration Unit (Source of Funding):
2. Project Title:
3. Project Number:
4. College/Department:
5. Principal Investigator:
6. Job description (including extempore assigned tasks):
(2) Party B shall accept and obey the directions and supervision of Party A and Party A's agent, provide labor and services, and perform the work agreed upon and other relevant tasks in designated locations. Party B shall agree unconditionally that Party A may, based on operation and management needs, designate and adjust the place of work, the unit of service, and the content of work any time.
III. Remuneration:
(1) During the appointment period, Party A shall pay remuneration to Party B on a monthly basis. The monthly pay shall be calculated on the last day of the month and, after deduction of due taxes and fees (for Labor and National Health Insurance etc.) as per regulated, and shall be remitted to Party B's bank account designated by Party A no later than the end of the following month. In case the remittance day falls on a holiday, said remittance shall be postponed until the following business day.
(2) Party A shall not make advance deductions from Party B's remuneration for any possible damages. Should Party B receive an extra amount of remuneration owing to Party A's mistake, Party B shall return the excess amount unconditionally.
IV. Working Hours:

(1) Party B's regular working hours shall be in accordance with the regulations established byParty A: eight hours per day or forty hours per week. However, Party A may, based on operation management needs, adopt a rotation system or adjust daily working hours. In the case where the weekly working hours exceed forty hours due to adjustments in government agencies' work calendar, Party B shall agree to such adjustments and conversion of said excess work hours into holidays. Other than Party B's daily regular working hours, the rest of the day shall be deemed as off-duty hours. In the case of overtime work due to operational needs and the supervisor's extension of working hours, an overtime application form shall be filled in and submitted to the supervisor for approval.
(2) In the case of unavoidable extension of working hours or suspension of fixed days off, holidays, flexible rest days (such as national holidays, traditional holidays, and Labor Day all of which are non-working days) annual leave and suspension of work due to natural disasters, incidents, or sudden events, Party B shall be paid twice the regular hourly rate for extended work and shall be granted appropriate time off remedially.
(3) Party B's time off, fixed days off, holidays, and annual leave shall be handled pursuant to the *Labor Standards Act*, the *Act of Gender Equality in Employment*, the *Regulations on Leave-Taking of Workers*, and the University's relevant regulations. Annual leave may be arranged and adjusted upon agreement by both parties and shall be used up prior to the termination of the employment anniversary or of this Contract.
V. Service Rules:
(1) Party B shall comply with employment rules formulated by Party A and other relevant laws and regulations prescribed by the government.
(2) Party B shall not divulge any official, technical, or service recipient's personal information of a confidential nature, even after retirement or the termination of employment.
(3) During working hours, Party B shall not refuse to accept any extempore operations-related tasks assigned by Party A. Party B shall not leave the workplace arbitrarily without permission from the supervisor.
(4) Party B shall not obtain unfair gains for himself/herself or others by taking advantage of his/her position, nor shall Party B receive undue benefits, gifts or remuneration.
(5) Party B shall, in compliance with relevant provisions stipulated in the *Act of Gender Equality in Employment*, the *Gender Equity Education Act* and the *Educational Fundamental Act*, respect other persons' and his/her own sexual and bodily autonomy, avoid unwanted advances, and shall not use forcible or violent means to handle conflicts related to sex or gender.
(6) To prevent bullying on campus, Party B shall comply with Articles 6 to 9 of the *Regulations Governing Anti-campus Bullying* 校園霸凌防制準則 and the provisions stipulated in the *Enforcement Guidelines for Anti-campus Bullying* 防制校園霸凌執行要點 established by Party A for the purpose of maintaining campus safety.
(7) Should Party B violate any provision in the preceding paragraphs, such violation shall be deemed a serious breach of work regulations or this Contract. Party A may thereupon terminate this Contract without prior notice and claim compensation from Party B for any loss or damage resulting therefrom (including litigation and attorney's fees.)
VI. Duties and Responsibilities: Party B shall receive the occupational safety and health education training organized by Party A. During the period of appointment, Party B shall be willing to accept assignment and dispatching by Party A's principal investigator. Should Party B fail to perform his/her work or violate relevant rules, Party A's principal investigator may, in accordance with relevant provisions stipulated the *Labor*

Standards Act and in consideration of Party B's actual work performance, terminate the appointment agreement to which Party B shall not raise any objections. Should it become necessary for Party B to leave the job prior to the completion of the appointment due to special reasons, Party B shall submit an application one month prior and may leave the job only upon approval by Party A's principal investigator. Two weeks prior to termination of appointment or leaving, Party B shall submit the resignation form, withdraw from the insurance programs, complete relevant procedures, return public property and ID badges, and properly turn over undertaken tasks. In the case where Party B has borrowed money or received excess remuneration, Party B shall return or pay off the amount prior to leaving. Should Party B fail to properly perform the abovementioned tasks and thus bring damage to Party A, Party B shall be liable for compensation.
VII. On (before) the day Party B signs this Contract and reports for duty, relevant procedures shall be completed to enroll in the labor and national health insurance programs. Labor pension reserve funds shall be appropriated in compliance with the *Labor Pension Act.*
VIII. Both Party A and Party B shall comply with the provision stipulating that "The head of each Agency shall not appoint or employ his/her spouse or relatives within third degrees of consanguinity or affinity as a temporary personnel of said agencies. Supervisors of each level of the agencies shall refrain from appointing his/her spouse or relatives within the third degree of consanguinity or affinity as temporary personnel of the agencies under their supervision" as stipulated in Paragraph 1, Article 11 of the *Directions Governing Appointment and Employment of Temporary Personnel for the Executive Yuan and Its Subordinate Agencies and Schools* 行政院及所屬各機關學校臨時人員進用及運用要點. Should any party violate such provisions, Party A may terminate this Contract.
IX. In the case where Party A dismissed Party B according to law or terminated this Contract, provisions stipulated in *the Labor Standards Act* and *the Labor Pension Act* as well as other relevant regulations shall apply. Upon termination of appointment, Party B shall, in compliance with relevant rules formulated by Party A, transfer any pending tasks and property in his or her care to relevant personnel.
X. Compensation for Occupational Hazards: Party A shall handle compensation for occupational hazards pursuant to the *Labor Pension Act*, the *Act for Protecting Workers from Occupational Accidents*, the *Labor Insurance Act*, the *Employment Insurance Act* and other relevant regulations. In the case where Party A has paid compensation in accordance with *the Labor Insurance Act* or other laws and regulations, Party A may claim to offset payment of compensation for damages arising out of the same accident.
XI. Where Party B completes works or performance results during the period of appointment, and such works or results were completed under Party A's plan and within the prescribed appointment period, all derivative rights and interests shall belong by Party A. All intellectual properties derived from the abovementioned works or performance results shall be handled pursuant to relevant regulations established by Party A.
XII. Party B shall guarantee that he or she has not been convicted of any of the offenses specified below. Should any unreported offense come to the notice of Party A, Party A may immediately terminate this Contract and notify Party B in writing without prior notice pursuant to Paragraph 1, Article 12 of the *Labor Standards Act.*
(1) A sexual assault crime, as defined in Paragraph 1, Article 2 of the *Sexual Assault Crime Prevention Act*.
(2) Sexual assault, sexual harassment, or sexual bullying which has been investigated and confirmed true by an educational institution's gender equity education committee or other appropriate committees set up pursuant to the law.

(3) Penalization in accordance with the provisions of the *Child and Youth Sexual Exploitation Prevention Act*, or the provisions of Article 20 or Article 25 of the *Sexual Harassment Prevention Act*.
(4) Penalization in accordance with the provisions of Article 97 of the *Protection of Children and Youth Welfare and Rights Act* by the competent social welfare authority of any level.
XIII. In order to confirm whether Party B has been convicted of any of the offenses specified in the preceding paragraph, Party B shall agree that Party A may contact all levels of education-related administrative agencies for the inquiry, collection, processing, and utilization of any relevant information in accordance with the *Directions for the Reporting and Inquiry of Contract School Employees* 學校辦理契約進用人員通報查詢作業注意事項 and shall further agree that the Ministry of Justice, law enforcement bodies, and all levels of education-related administrative agencies may provide Party A with relevant information.
XIV. If Party B has committed any of the offenses specified in Article XII, Party B shall agree that Party A may contact all levels of education-related administrative agencies for the inquiry, collection, processing, and utilization of any relevant information and that the Ministry of Justice, law enforcement bodies, and all levels of education-related administrative agencies may provide Party A with relevant information. Where such offenses only come to light after Party B's termination, the same shall apply. For reports made by Party A on the grounds of the aforementioned conditions, Party B shall not demand that his or her personal information be expunged or that its further processing or use be suspended.
XV. For matters not specified herein, the *Directions Governing Manpower Appointment for Research Projects Granted by the National Science and Technology Council* 國家科學及技術委員會補助專題研究計畫助理人員約用注意事項, the *NTNU Management Guidelines for Industry-Academia Collaboration Project Assistants* and the University's relevant laws and regulations shall apply.
XVI. This Contract may, upon agreement of both parties, be amended in writing. In the case of any revisions of laws and regulations and other matters not specified herein, Party A shall comply where other relevant laws and regulations apply.
XVII. This Contract shall be printed out in triplicate, one copy each for Party A and Party B, and the other for the principal investigator (or unit supervisor).
XVIII. Where any dispute arises out of or in connection with this Contract, both parties shall agree that the court of jurisdiction in Party A's location be the court of first instance.
(Nothing follows)
Contracting Parties:
Party A: National Taiwan Normal University Representative: Wu Cheng-Chi, President Address: 162, Section 1, Heping E. Rd., Taipei City 106, Taiwan Signature and Chop-mark of Party A's Agent: (Principal Investigator or Unit Supervisor)
Party B: _____(Signature) Citizen's ID Card Number: (If not available, please fill in Alien Resident Certificate ID Number) Registered Domicile: Phone Number: Legal Representative: _____(Signature)

Phone Number: Contact Address:
MM/DD/YYYY
Instructions for the application process:
1. After submitting and filing of the appointment contract by the Office of Human Resources (for future reference) > Download and print this Contract (in triplicate) on the Research Project System > Submit the three copies to the Office of the Secretariat to affix a seal of authority for authentication > Submit one of the seal-affixed copies to Division 4 of the Office of Human Resources > Complete the application process.
2. The other two seal-affixed copies: one for the appointee and the other for the principal investigator (unit supervisor.)
The period of the original appointment shall be adjusted from DD/MM/YYYY to DD/MM/YYYY through the suspension and adjustment procedures as follows.
Instructions for the suspension procedure:
1. After the suspension of this “research assistant” appointment contract has been approved and archived (for further reference) by the Office of Human Resources >
3. The applicant and principal investigator shall confirm whether relevant issues (e.g. receiving excess remuneration) have been properly handled. Should any expenses, fines or other un-reimbursable or irretrievable payments attributable to both parties, the principal investigator, the appointing unit, or the faculty members arise therefrom, the parties, the principal investigator, the appointing unit, or the faculty members shall be held liable.