Appointment No.:
NTNU Contract for Temporary Worker of Industry-Academia Collaboration Projects **國立臺灣師範大學產學合作計畫臨時工契約書**
In order to facilitate operational needs, National Taiwan Normal University (hereinafter referred to as "Party A") hereby employs _____ (hereinafter referred to as "Party B") to be a temporary worker for industry-academia collaboration projects. Both parties have agreed to enter into the following contract terms:
I. Employment period: The appointee has completed the suspension procedure and the period of employment shall be adjusted accordingly.
From __M__D__Y to __M__D__Y. The hourly pay shall be NT$_____.
In the case of the termination of this Contract, Party B shall complete the relevant separation procedures prescribed by Party A.
II. Job description and location:
(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 institution (Source of funding):
2. Title of research project:
3. Project number:
4. College/Department of the project:
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 employment period, Party A shall pay remuneration to Party B on 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 and rest periods:
(1) Party B shall be entitled to a break of at least thirty minutes for every four hours of work.
(2) Party B's normal working hours shall be determined by a weekly (or monthly) work schedule and shall, as a rule, not exceed eight hours per day. At least one day out of every seven days shall be taken as a regular holiday. Party B shall not commit to any work schedule that conflicts with their own class schedule.
(3) Party B shall allow Party A to reschedule any national holiday specified in the *Labor Standards*

Act, the Labor Day holiday, or any holiday sanctioned by the competent authorities. After any such adjustments, holiday entitlement shall not be reduced below the number of holidays stipulated in the *Labor Standards Act*.
(4) Party B shall start and finish work according to the time stipulated by Party A and shall not arrive late, leave early, or be absent without filing a leave. Work attendance shall be recorded to the minute in the attendance register; this includes Party B's time of arrival at and departure from work and any breaks taken.
(5) Where hours worked exceed the normal working hours stipulated in the *Labor Standards Act*, overtime compensation shall be calculated in accordance with the provisions of Article 24 of said Act. The sum of normal and overtime working hours shall not exceed twelve hours per day, and overtime hours shall not exceed forty-six hours per month. Where Party A has obtained Party B's consent to extend working hours, compensation for daily hours worked in excess of contracted working hours shall be agreed upon by both Parties if the total number of hours worked in a day does not reach the number of normal working hours stipulated in the *Labor Standards Act*.
V. Requests for leave of absence:
(1) Leaves of absence shall be granted in accordance with the *Labor Standards Act*, the *Regulations of Leave-Taking of Workers*, the *Act of Gender Equality in Employment*, and all relevant University regulations.
(2) Party B's work attendance record shall be maintained by the Principal Investigator, supervisor of the employing unit, or a faculty member, and this shall be done in accordance with the provisions of the *Labor Standards Act*. Should Party B's employment be terminated, their work attendance record shall be kept on file for a period of no longer than five years following the separation date.
(3) When applying for a leave of absence, Party B shall observe the rules set by Party A, and Party B shall submit all relevant documents of proof.
VI. Service rules:
(1) When providing labor services, 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 of Party A, even after retirement or the termination of employment.
(3) During working hours, Party B shall not refuse to accept any temporary assignment from 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 unwelcome pursuits, 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 of the provisions of the preceding paragraphs, such violation shall be deemed a serious breach of work rules 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).
VII. Retirement:
(1) Where the *Labor Standards Act* applies, Party A shall make monthly contributions to Party B's pension fund according to the relevant provisions of the *Labor Pension Act*. These contributions shall be deposited into the personal account of the pension held by the Bureau of Labor Insurance in Party B's name.
(2) Where the *Labor Standards Act* does not apply, the *Regulations for Separation Fund Payment for Government Organization or School Employee* 各機關學校聘僱人員離職給與辦法 shall govern, according to which Party A shall make monthly contributions toward Party B's public contribution benefits in the form of separation fund.
VIII. Insurance: Party A shall, on Party B's behalf, handle the payment of labor insurance and National Health Insurance partial premiums in accordance with the *Labor Insurance Act* and the *National Health Insurance Act*. Baseline costs shall be set according to relevant regulations of the Bureau of Labor Insurance (Ministry of Labor) and the National Health Insurance Administration (Ministry of Health and Welfare).
IX. Occupational Safety and Health: Party B shall receive occupational safety and health training organized by Party A. In order to protect Party B's health, safety, and welfare, Party A shall attend to all workplace health and safety matters in accordance with the *Occupational Safety and Health Act* and other relevant laws.
X. Compensation for Occupational Hazards: Party A shall handle compensation for occupational hazards pursuant to the *Labor Standards 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. Intellectual Property Rights: The "employed-type" part-time assistant shall agree that, save for where they have retained the right to be credited by name as an inventor, utility model creator, or designer, or unless otherwise agreed, they shall recognize the University as the creator and rightful holder of all intellectual property rights arising in the course of their duties while employed; this includes any type of work that has been created, applied for, invented, or developed, as well as patents, trademarks, and trade secrets. The "employed-type" part-time assistant shall also recognize that all associated legal rights and interests related to intellectual property rights are fully vested in the University, and that they shall unconditionally assist the University in all matters necessary to obtain the aforementioned rights. Furthermore, the "employed-type" part-time assistant shall not claim, exercise, or exploit any of these intellectual property rights without the prior written consent of the University.
XII. Onboarding and Resignation Procedures: Party B shall report to work on their employment start date. Once they have completed all prescribed onboarding documentary formalities, they shall be granted employee status. In the event of their resignation, Party B shall complete all prescribed resignation procedures one day before the effective date of separation.
XIII. Other Provisions:
(1) 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*:
a. Party B, in holding the position of assistant, has violated the recusal rules by being the spouse or relatives within the third degree of consanguinity or affinity of the Principal or Joint Investigator.
b. The offence of sexual assault, as defined in Paragraph 1, Article 2 of the *Sexual Assault Crime Prevention Act*, is determined by a guilty verdict.
c. Sexual assault, sexual harassment, or sexual bullying, which has been investigated and confirmed true by the University's Gender Equity Education Committee or the relevant committees constituted by law.
d. Has been penalized under 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*.
e. Has been penalized under 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.
(2) In order to confirm whether Party B has been convicted of any of the offenses specified in the Subparagraphs b. to e. of the preceding Paragraph, Party B shall agree that Party A may contact relevant educational administrative agencies at all levels 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 educational administrative agencies at all levels may provide Party A with relevant information.
(3) If Party B commits any illegal act stipulated in the Subparagraphs b. to e. of the Paragraph 1, Party B shall agree that Party A may contact relevant educational administrative agencies at all levels to report, process and utilize relevant information, and agrees that the Ministry of Justice, law enforcement bodies, and educational administrative agencies at all levels may provide Party A with relevant information. Where such offenses only come to light after Party B's separation, 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.
(4) New students are not allowed to serve as part-time assistants until they have registered for student status. Once they have graduated, students who are employed as part-time assistants shall no longer serve as part-time assistant.
(5) Undergraduate or graduate students who apply for suspension shall not serve as part-time assistants from the effective date indicated on the certificate of suspension issued by the University.
XIV. Turnover of Duties: Where Party A adjusts Party B's employment or terminates this Contract, Party B shall transfer all existing matters and materials previously under their management. Should they fail to do so and thereby lead to Party A's losses, Party A may claim compensation from Party B.
XV. Severance: Where, upon terminating this Contract, Party A is obligated to provide severance pay in accordance with the *Labor Standards Act*, such payment shall be calculated in accordance with the *Labor Pension Act*.
XVI. Contract Validity Commencement Date and Amendment of the Contract:
(1) This Contract shall be effective upon completion of the University's employing procedures. The

employee shall be enrolled in labor insurance from the first day of employment. The employment period shall not be retroactive and the signing of the Contract shall be completed.
(2) This Contract shall be printed out in triplicate, one copy each for Party B and the Principal Investigator (or unit supervisor), and the other for the Office of General Affairs, General Service Division.
(3) This Contract may be amended in writing by mutual consent of both Parties or due to changes in the law.
(4) Unless otherwise agreed in writing or to better reflect both Parties' real intentions, both Parties shall agree that matters not covered by the Contract shall be supplemented by a separate written agreement made in good faith according to existing regulations and Party A's own relevant rules and regulations.
XVII. 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:
Instructions for the application process:
After the case is approved and filed by the Office of Human Resources (for future reference) > Please access the "Management System for Personnel of Academia-Industry Collaboration Projects", and download this Contract (printed out in triplicate) > Submit to Division 3 of the Office of Administrative Affairs to affix a seal >The seal-affixed copies : one copy each for the appointee and the Principal Investigator (or unit supervisor), and the other for the Office of General Affairs, General Service Division. > Complete the application process.
Instructions for completing the application procedure: The period of the original employment was from DD/MM/YYYY to DD/MM/YYYY. Adjustments have been made in accordance with the suspension procedure below.
Instructions for completing the suspension application procedure:
1. Those employed as employed part-time assistants of Academia-Industry Collaboration projects are asked to familiarize themselves with and abide by all relevant University regulations and labor laws and regulations.
2. After the "temporary worker" employment suspension case is approved and filed by the Office of

Human Resources (for future reference) > Please access the “Management System for Personnel of Academia-Industry Collaboration Projects”, and download this Contract (printed out in triplicate) > Submit to Division 3 of the Office of Administrative Affairs to affix a seal > The seal-affixed copies : one copy each for the appointee and the Principal Investigator (or unit supervisor), and the other for the Office of General Affairs, General Service Division. > Complete the application process.
3. Please pay wages in accordance with the minimum wage at the time of announcement by the Ministry of Labor (As of January 2022, the minimum wage is NT$168 per hour) and observe number of working hours in accordance with relevant provisions of the Labor Standards Act.
4. The applicant and Principal Investigator shall confirm whether relevant matters (e.g. receiving excess remuneration) have been properly handled. Should any expenses, fines or other un-reimbursable and disgorgement payments, the assistant, the Principal Investigator, supervisors of the employing unit, or the teacher shall, if such expenses are attributable to any of them, bear said expenses accordingly.

The English version is provided for reference only.
The Chinese version shall prevail in case of any discrepancies between the English and Chinese versions.