# 國立成功大學智慧半導體及永續製造學院約聘教研人員契約書

**Contract for Employment of Teaching and Research Personnel**

**Under the NCKU Academy of Innovative Semiconductor and Sustainable Manufacturing**

111年5月26日110學年度第4次院務會議通過

Approved at the 4th meeting of the Academy Affairs Council in the 2021-22 academic year on May 26, 2022

111年7月25日110學年度第5次產學評議委員會通過

Approved at the 5th meeting of the Industry-University Review Committee in the 2021-22 academic year on July 25, 2022

國立成功大學智慧半導體及永續製造學院（以下簡稱甲方）為應教學及學術研究人才培育需要，聘任 (以下簡稱乙方）為 ，經雙方同意訂立契約，共同遵守約定條款如下：

The NCKU Academy of Innovative Semiconductor and Sustainable Manufacturing (hereafter Party A) appoints \_\_\_\_\_\_\_\_\_\_ (hereafter Party B) as \_\_\_\_\_\_\_\_\_\_ for teaching and its cultivation project (hereafter the Project) for academic research professionals. Both parties agree to establish terms and conditions of the employment contract as follows: 教學及學術研究人才培育

一、聘任期間：自 年 月 日起至 年 月 日止。

1. Period of employment: From \_\_\_\_\_\_(yyyy/mm/dd) to \_\_\_\_\_(yyyy/mm/dd).

二、工作內容：(依進用計畫書。)

2. Job responsibilities:

(1) (to be filled in)

(2)

(3)

三、薪資經費來源及報酬(依計畫書辦理，另補充如下)

3. Salary funding sources and remuneration:

(to be filled in)

四、服務時間：比照甲方編制內專任教師規定辦理。

4. Service hours: Service hours shall be administered in accordance with the related regulations for full-time faculty members of Party A.

五、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。

5. Starting and leaving the post: After receiving the appointment notice from Party A, Party B shall complete the arrival procedures in accordance with related regulations. Upon expiration of the employment period, Party B shall leave the post without any objection. If Party B needs to resign before the expiration of the contract under special circumstances, s/he should submit an application one month in advance and shall not leave without the consent of Party A. When Party B leaves the post, s/he shall complete the leave procedures in accordance with related regulations before leaving the post.

六、差假：比照甲方編制內專任教師之規定辦理。

6. Leave of absence: Leave of absence shall be administered in accordance with the related regulations for full-time faculty members of Party A.

七、出國：比照「國立成功大學專任教師申請出國作業要點」規定辦理。

7. Overseas travel: Overseas travel shall be administered in accordance with National Cheng Kung University Operation Directions Governing Faculty Members’ Application for Activities Overseas.

八、乙方非經本學院書面同意不得在校內外兼課或兼職。

8. Party B shall not teach or work part-time within or outside NCKU without the written consent of Party A.

九、保險：乙方若符合「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。來自國外未具參加勞工保險或全民健康保險投保資格者，可請甲方協助辦理「國際技術合作人員綜合保險」。保險費由乙方負擔35％，本校專案計畫補助百分之65％。如乙方不擬參加此項保險，應以親筆簽名之書函向甲方聲明。

9. Insurance: If Party B meets the qualifications as an insured employee in accordance with the Labor Insurance Act and the National Health Insurance Act, Party A should complete the procedures for labor and health insurance for Party B upon arrival at work. Party A should complete the procedures for termination of the insurance for Party B at the expiration of the contract or due to an early termination. If Party B is a foreign national and not qualified to participate in labor insurance or national health insurance, s/he may request Party A to assist in applying for participation in the Comprehensive Insurance for International Technical Cooperation Personnel. Party B will bear 35% of the insurance premium, and NCKU will subsidize 65% of the insurance premium. If Party B does not intend to participate in this insurance, it shall be declared in a signed letter to Party A.

十、退休：甲方參照勞工退休金條例為乙方提繳勞工退休金（外國籍人士比照各機關學校聘僱人員離職儲金給與辦法提撥離職儲金）相關退休事宜。上述乙方自願提繳勞 工退休金（離職儲金）之費用，由甲方於發放薪資中代為扣繳。

10. Retirement: Party A shall contribute to the labor pension fund for Party B in accordance with the Labor Pension Regulations (Contribution to the severance fund for foreign nationals shall be administered in accordance with the Regulations on Severance Payments for Contracted Employees of Government Agencies and Public Schools). If Party B chooses to contribute to the labor pension fund (the severance fund), Party A shall withhold the amount from the salary paid to Party B.

十一、福利：

(一)請領國立成功大學識別證與校內汽機車通行證。

(二)依國立成功大學之規定使用各項公共設施。

(三)其他經專案簽准之福利事項。

11. Benefits for Party B:

(1) Entitled to hold an NCKU employee ID card and a motor vehicle pass.

(2) Entitled to use public facilities on campus in accordance with NCKU regulations.

(3) Other benefits approved with an official document.

十二、年終工作獎金：比照甲方編制內專任教師，依「軍公教人員年終工作獎金（慰問金） 發給注意事項」規定辦理，惟甲方用人經費遇有困難時，得酌減之。

12.      Year-end bonus: The payment for the year-end bonus to Party B shall be administered in correspondence with the payment for full-time faculty members of Party A in accordance with the Directions for Issuing Year-End Bonuses (Compensation) for Military, Civil, and Teaching Personnel. However, Party A may reduce the amounts on account of a limited budget for personnel expenditures.

十三、乙方茲聲明無以下情事；如有隱匿經甲方查證屬實，甲方得立即以書面終止本契約：

(一)乙方於受聘前犯性侵害犯罪防治法第二條第一項之性侵害犯罪，經有罪判決確 定。

(二)乙方於受聘前有性侵害、性騷擾或性霸凌之行為，經認定不得擔任教育從業人 員，且於受聘時尚處該管制期間內。

13.    Party B hereby declares that s/he has not committed acts in either of the following conditions. Should Party B’s declaration be verified to be false, Party A may immediately terminate this contract in writing:

(1) Being convicted guilty of a sexual assault crime before this employment, as stipulated in Paragraph 1, Article 2 of the Sexual Assault Crime Prevention Act,.

(2) Having committed sexual assault, sexual harassment, or sexual bullying before this employment, still being prohibited from serving as an education practitioner for a confined period, when employed for this post.

十四、甲方為確認乙方是否有前條所定情事，乙方同意甲方得依教育部「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、處理、利用、查詢，並同意法務部、警政機關及各級主管教育行政機關向甲方提供其相關資訊。

14.  To confirm the declaration made by Party B in the previous article, Party A is allowed to apply to educational administrative departments at all levels for collection, treatment, utilization, and verification of information in accordance with the Directions for Reporting and Inquiry Mechanisms for Universities Recruiting Contracted Employees promulgated by the Ministry of Education. Meanwhile, Party B agrees that the Ministry of Justice, police authorities, and educational administrative departments at all levels may provide Party A with relevant information.

十五、乙方於受聘期間如有涉及性侵害、性騷擾或性霸凌行為之情事，甲方得於性別平等 教育委員會受理調查之日起1個月內召開校教評會審議通過後，先行停止本契約之 執行，乙方應配合調查並靜候結果。停止本契約執行期間，乙方同意甲方得停止支 付全部薪資。

甲方應於知悉之日起2個月內完成調查。必要時，得延長之，延長以2次為限，每次不得逾1個月，並應通知乙方。

視調查結果認定有無第一項所述情事，後續薪資給付處置程序如下：

(一)經調查屬實者，甲方得立即以書面終止契約，且乙方不得要求補發停止契約執行期間薪資。

(二)經調查無此事實者，甲方應於 1 個月內補發停止契約執行期間之全部薪資，乙方同意不為其他補償之請求。

15. If Party B is involved in sexual assault, sexual harassment, or sexual bullying during the employment period, Party A shall suspend the implementation of this contract, upon approval by the NCKU Faculty Evaluation Committee within one month from the start of the investigation by the Gender Equity Education Committee. Party B should cooperate with the investigation and wait for the results. During the contract suspension period, Party B agrees that Party A may cease to make salary payments.

 Party A shall complete the investigation within two months from the date of being informed of the case. If necessary, the duration of investigation may be extended for a maximum of two times, with a maximum of 1 month for each time, and Party B shall be notified.

According to the investigation results, Party A shall determine whether the case mentioned in the first paragraph is sustained, and administer the procedures for subsequent salary payments as follows:

(1) If the aforementioned case is sustained for Party B based on the investigation results, Party A may immediately terminate the contract in writing, and Party B shall not request the- repayment of wages for the contract suspension period.

(2) If the aforementioned case is not sustained for Party B based on the investigation results, Party A shall repay all wages for the contract suspension period within one month, and Party B will agree not to submit a request for other compensation.

十六、乙方如有第十三條或前條第三項第一款所定情事，乙方同意甲方向各級主管教育行 政機關辦理其相關資訊之通報、處理及利用，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；乙方離職後始經查證屬實者，亦同。

甲方依前項約定辦理通報後，乙方不得要求刪除、停止處理或利用其個人資料。

16. If Party B is involved in the circumstances prescribed in Article 13 or Subparagraph (1), Paragraph 3 in Article 15, Party B agrees that Party A can apply to the competent educational administrative agencies at all levels for collection, processing, and utilization of related information, and that the Ministry of Justice, police agencies, and the competent educational administrative agencies at all levels can provide the necessary information required by Party A. This agreement remains applicable to the administration procedure for an offence confirmed after Party B’s resignation.

After Party A has filed a report according to the agreement in the preceding paragraph, Party B shall not request that Party A delete or terminate the treatment or use of his/her personal information.

十七、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 或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。

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。

除上開規定外，乙方應遵守性別平等教育法及性別工作平等法等相關法令規定。

17. When Party B performs duties for the purposes of teaching, mentoring, training, evaluation, management, counseling, or provides students with job opportunities, s/he shall not engage in sex- or gender-based interpersonal interactions that violate professional ethics.

If Party B finds that the teacher-student relationship is likely to develop towards a violation of the professional ethics defined in the preceding paragraph, s/he should actively avoid the violation or report the incident to the school authority for administrative resolutions.

Party B should respect the sexual or physical autonomy of others and her/his own and avoid unwelcome pursuits. Meanwhile, Party B shall not use force or violence to resolve sexual or gender-related conflicts.

In addition to the aforementioned provisions, Party B must comply with the Gender Equity Education Act, the Gender Equality in Employment Act, and other related laws.

十八、乙方應遵守校園霸凌防制準則第六條至第九條規定，加強與培養校園霸凌防制意識。

18. Party B should cultivate and raise self-awareness of campus anti-bullying in accordance with Articles 6 to 9 of the Guidelines for the Prevention of Campus Bullying.

十九、乙方對外承接補助（委託）計畫，應依甲方行政程序辦理，由甲方具名簽訂合約，不得有未透過甲方行政作業而逕與各機關訂約，接受委託研究情事。

乙方依規定兼任甲方以外職務，除經甲方許可外，不得以兼職單位名義承接補助(委 託)計畫，違反者依甲方教師聘任辦法之規定辦理。

乙方承接補助（委託）計畫，除應遵守補助(委託)單位之規範事項外，應依會計相 關法規辦理各項經費使用事宜。

19. Party B should undertake research projects subsidized/commissioned by external institutions in accordance with the administrative procedures of Party A. A contract for external projects shall be signed for approval by Party A. Party B shall not sign a contract for a research project with other institutions without approval by Party A.

Party B may hold a part-time position at an external institution pursuant to relevant regulations. However, s/he shall not undertake a subsidized/commissioned project in the name of the institution without the approval by Party A. A violation of this rule shall be handled in accordance with National Cheng Kung University Regulations Governing Teacher Recruitment.

Party B undertaking subsidized/commissioned research projects, shall comply with the requirements designated by the subsiding/commissioning institution and administer budgets in accordance with relevant accounting regulations.

 二十、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歸甲方所有，並依「國立成功大學研究發展成果管理辦法」辦理相關事宜。

20. Ownership of research and development results: During the employment period, the intellectual property rights of any research and development results yielded from the work of Party B belong to Party A. Related matters shall be administered in accordance with National Cheng Kung University Regulations Governing the Management of Research and Development Accomplishments.

 二十一、乙方在約聘期間不適用「教師法」、「國立成功大學教師借調處理要點」、「國立成功大學教師出國講學及國內外研究進修申請作業要點」、「國立成功大學教授、副教授休假研究辦法」、「學校教職員退休、撫卹條例」及公教人員婚、喪、生育、子女教育補助等相關規定。

21. During the employment period, Party B will not be eligible for the provisions under the Teachers’ Act, NCKU Disposal Directions for Teacher Secondment, National Cheng Kung University Operation Directions for Faculty Members Applying to Lecture Abroad, or Study or Train at a Domestic or Foreign Institution, National Cheng Kung University Regulations Governing the Sabbatical Leave of Professors and Associate Professors, Act Governing Retirement, Severance, and Bereavement Compensation for the Teaching and Other Staff Members of Public Schools, and provisions of subsidies for civil servants and government educational personnel on marriage, funeral, childbirth, and children's education.

二十二、乙方於聘約有效期間，如因教學研究不力，或違反契約應履行義務，或有其他不當行為，經有關單位查證屬實時，甲方得終止本契約並予解聘；除扣償溢領之酬金外，如有損害並追償違約之損害賠償。

22. During the employment period, if Party B is verified by relevant units to be incompetent for teaching or research, to be in breach of the contract, or to be guilty of misconduct, Party A may terminate this contract and dismiss Party B. Party A shall make deductions to recover overpaid remuneration and request Party B to compensate for damages incurred from the breach of contract.

 二十三、甲方於計畫執行期限內如因故計畫終止，本契約亦應同時終止。

23. If the Project for any reason is terminated for Party A during the Project’s implementation period, this contract will be terminated concurrently.

 二十四、本契約未盡事宜，依教育部「學校辦理契約進用人員通報查詢作業注意事項」、「國立成功大學智慧半導體及永續製造學院進用約聘教研人員實施要點」及相關法令規定辦理。

24. Matters that are not specified herein shall be administered in accordance with the Directions for Reporting and Inquiry Mechanisms for Universities Recruiting Contracted Employees promulgated by the Ministry of Education, the Directions for Employment of Contracted Teaching and Research Personnel Under the NCKU Academy of Innovative Semiconductor and Sustainable Manufacturing.

二十五、甲乙雙方因本契約發生訴訟時，同意以甲方所在地之管轄法院為第一審管轄法院。

25. Both parties agree that the court of competent jurisdiction where Party A is located shall be the court of first instance should a lawsuit arises from this contract.

 二十六、本契約書一式三份，甲方(人事室)、甲方用人單位及乙方各執一份。

26. This contract is made in triplicate, and Party A, the recruiting unit of Party A, and Party B shall each hold one copy, which has the same legal effect.

※附註：

1、本契約書須俟計畫簽約完成始生效。

2、乙方之前如曾因他案與本學院簽訂聘任契約書，其聘期與本契約聘期重疊時，前契約書在本契約書生效時同時終止。

3、本契約書制式內容係經甲方產學評議委員會通過後生效，不得擅自更動，如被更動，該更動條款視為無效。

※Notes:

1. This contract shall not come into effect until the Project is signed.

2. If Party B has previously signed another employment contract with Party A and its employment period overlaps with this contract, the previous contract will be terminated when this contract comes into effect.

3. The content of this contract shall take effect upon approval by the Industry-University Review Committee of Party A. No deliberate alternation is allowed. Any modified provision without permission is considered invalid.

**立契約人**

Parties

甲 方：國立成功大學(智慧半導體及永續製造學院)

Party A: The NCKU Academy of Innovative Semiconductor and Sustainable Manufacturing

代 表 人：沈孟儒 校長

Representative: President Shen, Meng-Ru

代 理 人 :蘇炎坤 院長

Legal Proxy: Dean Su,Yan-Kuin

地 址：701 台南市東區大學路1號

Address: No. 1, University Rd., Tainan City 701

乙 方：

Parties B:

身分證字號： （無中華民國身分證者請填護照號碼）

National ID/Passport Number:

甲方用人單位主管簽章：

Signature of the employment unit of Party A:

戶 籍 地 址：

Household Registration Address (Residential Address) of Party B:

聯 絡 電 話：

Phone Number of Party B:

# 中華民國 年 月日

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (YYYY/MM/DD)

※英文翻譯僅供參考，如中文與英文翻譯有任何歧異，皆以中文版本為準。

※The English translation thereof is for reference only. In the event of inconsistencies between the English version and the Chinese version, the Chinese version shall always prevail.