國立臺灣科技大學專案人員契約書

109年8月1日起適用

Effective from August 1, 2020

National Taiwan University of Science and Technology Contract for Project Personnel

國立臺灣科技大學（下稱甲方）為執行下列教學、研究計畫之需要，特聘請 君（下稱乙方）為 ，雙方訂立條款如下：

To implement the following teaching or research project, National Taiwan University of Science and Technology (hereinafter referred to as Party A) agrees to appoint (hereinafter referred to as Party B) . Both parties agree on the following terms:

一、聘期： 年 月 日起至 年 月 日止。

1. Employment Period: From to .

二、到職日期： 年 月 日。

2. Starting Date:

三、工作內容：(依延攬專案教師(專家)計畫書規定)

3. Responsibilities: (According to Project Teacher [Expert] Hiring Plan)

四、薪資經費來源及報酬：

4. Source of Salary Funding and Remuneration:

 (一)薪資經費來源：□本校預算經費:

 □計畫經費(委託或委辦單位： 計畫名稱： )

(1) Source of salary funding: □ School budget:

 □ Project budget (Commissioning unit: . Project

 title: )

 (二)報酬：自實際到職日起，由甲方年（月）支工作酬金新臺幣 　元。如兼任編制內主管職務配合主管任期按月支給主管加給。

(2) Remuneration: Party A should pay NT$ 　 per year/month, starting from the

 actual starting date. Personnel with a supervisory position in the school will be paid a

 monthly supervisory position allowance in accordance with the terms related to that

 position.

五、授課時數：

5. Teaching Hours:

□比照甲方編制內專任教師規定辦理，鐘點費支領原則亦同。

□In accordance with the regulations for full-time tenure track teachers of Party A; the same applies to regulations relevant to hourly pay.

□每學年至少教授一門課程，授課鐘點數超過本校專任教師應授鐘點者，得另支領鐘

 點費。

□At least one course should be taught every academic year. If the number of teaching hours exceeds that of full-time teachers of our school, the extra hours are compensated with an hourly fee.

□由單位主管依計畫書內容與乙方約定，每學期教授 門課程，授課鐘點數超過本

 校專任教師應授鐘點者，得另支領鐘點費。

□Teaching hours are agreed by the department supervisor and Party B according to a proposal of which the Party B shall teach \_\_\_\_ course(s) every academic semester. If the number of teaching hours exceeds that of full-time teachers of our school, the extra hours are compensated with an hourly fee.

 □其他 。

□ Other.

六、差假：乙方如因故不能授課時，應在保障學生受教權之前提下，辦理請假手續及調、補課作業。乙方請假日數如超過雙方約定者，甲方比照編制內專任教師規定扣薪。

6. Leave: If Party B is unable to come to the university to fulfil his/her teaching obligations for any reason, he/she shall apply for leave of absence according to respective regulations. As our students’ right to education has to be safeguarded, Party B will have to make suitable arrangements to make up for missed classes. If Party B asks for more days of leave than agreed by both parties in the contract, Party A will deduct salary according to regulations.

□乙方於寒暑假期間得申請不扣薪假每年合計 日，但單位主管因業務需要與乙方另有約定時，從其約定。

□ Party B is entitled to apply for paid leave during summer and winter vacations for a total of

 \_\_\_\_\_days per year. Other agreements may be proposed by the unit supervisor with Party B

 based on work requirements.

 □比照甲方編制內專任教師規定辦理，但不得申請延長病假。寒暑假期間得申請不扣

 薪假每年合計 日。

□ Leave shall be taken in accordance with regulations set forth by Party A for full-time

 tenure track teachers, but applying for extended sickly leave is not permitted. Party B is

 entitled to apply for paid leave during summer and winter vacations for a total of

days a year.

 □其他 。

□ Other.

七、兼職兼課：乙方滿足授課時數規定，得在校外兼職、兼課，惟應先徵得甲方同意，且兼課每週併計最多以4小時為限。

7. Concurrent Service: Upon fulfilling the required teaching hours, Party B can work or teach as a part-time staff member outside of the school after obtaining consent from Party A. The total teaching hours of concurrent service in other schools must not exceed 4 hours.

八、乙方如兼任本校編制內主管職務，相關權利及義務（如財產申報、兼職、進入大陸地區申請等）比照編制內專任教師兼任主管職務所受相關規範辦理。

8.  If Party B concurrently holds a supervisory administrative position within the university, relevant rights and obligations (e.g., property declaration, part-time employment, application for entry into mainland China, etc.) shall be governed by the same regulations as those applicable to full-time faculty holding supervisory administrative positions within the university.

九、送審及升等：比照甲方編制內專任教師資格審查規定辦理審查教師資格，並請頒教師證書；符合升等條件者，並得比照辦理升等審查。但不受新進教師升等年限規定之限制。

9. Submission and Promotion: Qualifications of the appointee are submitted and reviewed in accordance with regulations set forth by Party A regarding teacher qualification reviews for full-time tenure track teachers. A teacher certificate will be issued. The appointee qualified for promotion can submit for review according to the same regulations. However, the appointee is not subject to the yearly restriction for promotion of new teachers.

十、績效評估：受聘期間由用人單位辦理績效評估，作為續聘及年資晉薪與否之參據。

 惟得視用人單位需求，比照甲方編制內專任教師辦理教師定期成效評估。

10. Performance Evaluation: The performance will be evaluated by the employer unit during the

 employment period, and the evaluation results serve as a reference for contract renewal and a

 raise.

 The evaluation may be conducted periodically according to the performance evaluation of

 full-time teachers in Party A if the employer unit sees fit.

十一、保險：受聘期間凡符合勞工保險及全民健康保險之投保資格者，均應參加前述二項保險。未具參加勞工保險或全民健康保險規定之投保資格者，得辦理「國際技術合作人員綜合保險」之保險，保險費由本人負擔35%，本校補助65%。

11. Insurance: The appointee eligible for labor insurance and National Health Insurance during employment is obliged to enroll in the aforementioned insurance programs. The appointee not eligible for labor insurance or National Health Insurance may enroll in the General Insurance for International Sci-Tech Cooperation Personnel program. The appointee is obliged to pay 35% of the insurance premium, and the school will subsidize the remaining 65%.

十二、退休：

12. Retirement:

(一)本國人適用-勞工退休金：甲方依勞工退休金條例及勞工退休金月提繳工資分級表規定，依乙方每月工資6％提繳至退休金專戶，乙方得在其每月工資6％範圍內，自願提繳至退休金專戶。乙方自願提繳部分，得自當年度個人綜合所得總額中全數扣除。

(1) Labor pension is applicable for Taiwanese citizens: According to the Labor Pension Act and Table of Monthly Contribution Wages of Labor Pension, Party A must contribute 6% of Party B’s monthly wage to an individual pension account. Party B may voluntarily contribute an amount within 6% of their monthly wage to said individual account. This voluntarily contributed amount may be entirely subtracted from the individual consolidated income of the same year.

(二)外籍人士適用-離職儲金：

(2) Contribution benefits are applicable for foreign personnel, with the following stipulations:

1. 按乙方月支工作酬金百分之十二提存儲金，其中百分之五十由乙方於每月工作酬金中扣繳作為自提儲金，另百分之五十由甲方提撥作為公提儲金。並由甲方在金融機構開立專戶儲存孳息，列帳管理。

1. The monthly contribution benefits shall be 12% of Party B’s monthly wage. Fifty percent is taken from Party B’s monthly wage automatically as a voluntary contribution, whereas the other 50% is contributed by Party A as a mandatory contribution. Party A must set up a designated account in a financial institution to manage these benefits and interest.

1. 乙方因契約期滿離職，或經由甲方同意於契約期限屆滿前離職或在職因公、因病或意外死亡者，發給公、自提儲金本息。

2. If Party B leaves their job because of the completion of an employment contract, through prior agreement with Party A, or because of death caused by work, sickness, or an accident during employment, then Party A must pay the mandatory and voluntary contribution as well as the interest.

1. 乙方因違反契約所定義務，而經甲方予以解聘（僱）或未經甲方同意而於契約期限屆滿前離職者，僅發給自提儲金之本息。

3. If Party B is dismissed by Party A due to contract violation or leaves their job without the consent of Party A before the employment period expires, only the voluntary contribution and interest will be paid.

十三、終止契約規定：

13. Contract Termination:

(一)聘期屆滿，契約當然終止，乙方即需離職，不得異議。

(1) Upon the expiration of the employment period, the contract is terminated and Party B must leave this job without objection.

(二)解聘：

(2) Contract termination:

1. 乙方受聘期間，應遵守本契約及甲方之一切規定，如未善盡工作職責或違背有關規定，甲方得隨時解聘。

1. During the employment period, Party B must comply with this contract agreement and all regulations set forth by Party A. If job duties are not performed properly or relevant regulations are violated, Party A may terminate the contract at any time.

1. 乙方如因工作不力或違背法令致使甲方受有名譽上或法律上之利益損失，或業務裁縮或其他重大事由，甲方得隨時終止聘任，乙方不得以任何理由要求留用或要求甲方支付遣離費或其他費用。

2. Party A may terminate the contract at any time provided that Party B has caused Party A to suffer a loss of reputation or legal interest, a reduction in business, or other major problems caused by ineffective work or the violation of laws. Party B shall not request to stay or receive severance pay or any other payment from Party A for any reason.

十四、乙方受聘期間，不得於學期中途離職。因故須提前離職時，應於一個月前提出申請，經本校同意並依規定辦妥離職手續後，始得離職。離職時應辦理離職手續並將經管公物及識別證等繳交相關單位，並將承辦事務交代清楚。其有超領薪資或借支者，應先清償。

14. During the employment period, Party B may not leave the job in the middle of a semester. Requests for such matters must be submitted one month prior to leaving. The appointee may leave the job upon receiving the approval of the school and completing relevant procedures. Relevant procedures must be completed, public properties and ID cards must be returned to related authorities, and undertaken tasks must be properly handed down to their successor before leaving the job. If the appointee has received exceeding remuneration or has borrowed money, then the amount must be returned.

十五、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。

15. When practicing teaching, instruction, training, evaluation, management, guidance or offering job opportunities to students, Party B must not develop any relationship involving sex or gender in violation of professional ethics.

Party B must avoid or report to the school upon discovering any aforementioned

unprofessional and unethical relationship between teachers and students.

Party B must respect the sexual and physical autonomy themselves and others and prevent unwelcomed pursuits. Forceful or violent measures must not be used to handle sexual or gender-related conflicts.

In addition to the abovementioned regulations, Party B must comply with relevant regulations, such as the Gender Equity Education Act and Act of Gender Equality in Employment.

十六、乙方受聘期間參與研究計畫產生之成果，其歸屬應依政府科學技術研究發展成果歸屬及運用辦法及相關法令規定辦理。

16. Outcomes obtained by Party B through participation in the research project during their employment period must be handled according to relevant regulations concerning the ownership of research development results, such as Government Scientific and Technological Research and Development Results Ownership and Utilization Regulation.

十七、本契約內容如有未盡事宜，悉依延攬方案及其他相關法令規定辦理。

17. Any matter not included in this contract shall be handled in accordance with the hiring plan and other relevant laws and regulations.

十八、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。

18. When a lawsuit is filed between both parties because of this contract, both parties agree that the

 court of jurisdiction where Party A is located shall be the court of first instance.

十九、本契約一式三份，甲、乙雙方及計畫執行單位各執一份。

19. This contract includes three original copies (one for each party and one for the project

 implementation unit).

※附註：

※Notes:

 1.乙方之前如曾與本校簽訂聘任契約書，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。

1. Any previous contract Party B has signed with the school that has an overlapping

employment period with this contract will be automatically terminated when this contract becomes effective.

 2.本契約書制式內容不得擅自更動，如須更動，須經甲方書面同意始生效，否則該

 更動條款視為無效。

1. The content of this contract must not be changed without authorization. Any necessary

changes can only be made effective with written consent from Party A. Otherwise, the change will be regarded as invalid.

甲方：國立臺灣科技大學

Party A: National Taiwan University of Science and Technology

校長：

University President:

單位主管：

Unit supervisor:

乙方：

Party B:

身分證（護照）字號：

ID/Passport number:

中　　華　　民　　國　　　　年　　　　　月　　　　　日

Date:­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_