國立勤益科技大學進用編制外專任教學人員契約書
National Chin-Yi University of Technology
Contract for the Employment of Full-time Teachers Outside the System

國立勤益科技大學（以下簡稱甲方）為因應實際教學研究之需要，聘用 _____ 先生/女士（以下簡稱乙方）為編制外專任教學人員，職級為：□教授 □副教授 □助理教授□講師，依國立勤益科技大學編制外專任教學人員實施要點(以下簡稱本要點)之規定，訂立約定條款如下：

For the necessity of practical educational research, the National Chin-Yi University of Technology ("Party A") hereby employs Mr./Ms. _____ as a full-time Contract Faculty at the level of: □ professor □ associate professor □ assistant professor □ lecturer. According to the Guidelines on the Implementation of Employment of Full-Time Contract Faculty (the "Guidelines"), both parties hereby agree as follows:

一、 聘用類型：

I. Type of employment:

(一) 依教育人員任用條例聘任(一般教師)：□教學型 □產研型(應完成之產學或研究績效指標內容依附約辦理)

(1) Employment in accordance with the Act Governing the Appointment of Educators (general teachers): □ Scholarship of teaching □ Industry-University R&D (the content of industrial or research performance indicators to be achieved shall be managed in accordance with the addendum)

(二) 依大學聘任專業技術人員擔任教學辦法聘任(專業技術人員)：□教學型

(2) Employment in accordance with the Employment Regulations for Professional Technicians Teaching at Universities (professional technicians): □ Scholarship of teaching

二、 聘用期間：□初聘 □第一次再聘 □再聘(一次兩年)

II. Term of employment: □Initial Appointment □First Renewal □Subsequent Renewal (two years per renewal)

自 年 月 日起至 年 月 日止。

From_____(Year)_____(Month)_____(Day)to_____(Year)_____(Month)_____(Day).

甲方因教學需要或其他情事變更等事宜，得於聘期屆滿前，提前終止契約，惟應符合「專科以上學校進用編制外專任教學人員實施原則」第六點規定，並於一個月前以書面預先通知乙方。

Party A may terminate the term of employment before the indicated date based on education needs or changes in other matters. However, it shall meet the requirements of Item 6 of the Implementation Principles for the Employment of Full-Time Contract Faculty at Junior Colleges and Institutions of Higher Education, and written notice shall be

provided to Party B one month in advance.

三、 工作內容：請依陳奉核准之新聘教師公告或聘用申請書工作內容欄填寫。並在聘約期間參與校內各項技術研發團隊，協助校內推動行政工作，且得兼任甲方各單位內之二級主管職務。

III. Content of work: Fill in based on the content of the announcement for newly employed teachers or approved employment application. Contract Faculty shall participate in various technological research teams, assist in campus administrative work, and may serve as a level 2 officer of any unit of Party A.

四、 報酬：

IV. Remuneration:

(一) 依本要點第九點第一項第一款第一目或第二款規定，基本薪資比照甲方編制內相當職級專任教師之薪級，按政府所定標準支給。

(1) The basic salary shall be paid referring to the salary for full-time teachers of the equivalent level of Party A in accordance with 9.1.1.1 or 9.1.2 of these Guidelines and in compliance with government criteria.

(二) □無
□有彈性薪資。【彈性薪資依本要點第九點第一項第一款第二目規定，經甲方用人單位主管與乙方協議，並經三級教評會審議通過，校長核定後，按基本薪資百分之_____(百分之十至八十範圍內，小數點以後無條件進位)額度增給研究獎勵金。】

(2) □ Without
□ With a flexible salary [the flexible salary is _____% of the basic salary (must be 10-80% of the basic salary, rounded up to the nearest dollar) as an additional research reward paid in accordance with 9.1.1.2 of these Guidelines following negotiation between the application unit and Party B after being passed by the Three Levels of Faculty Evaluation Committees and approved by the President].

(三) 所核薪級之提敘，另依教師待遇條例等相關規定辦理；報酬所得應依本國稅法規定課徵所得稅。

(3) The remuneration criteria of the approved salary shall be managed in accordance with the Teacher Remuneration Act. Remuneration is subject to income tax pursuant to the Tax Act.

五、 授課時數：

V. Lecture hours:

☐ 基本授課時數，比照甲方編制內專任教師職級之授課時數，並依「國立勤益科技大學專(兼)任教師基本授課時數編配計算要點」之規定核算超授鐘點，且得視其協助建立或帶領研發團隊之實際情況，由用人單位專案簽陳，會辦研發與課務等相關單位，經校長核定後酌減授課時數。(依本要點第三點第二項第一款規定聘任者適用之)

☐ The basic lecture hours shall be based on the lecture hours of full-time teachers in the system of Party A, and overtime hours shall be calculated in accordance with the Guidelines for Calculating Basic Lecture Hours of Full-time and Part-time Teachers of the Chin-Yi University of Technology. In addition, the application unit may file a special request to reduce the basic lecture hours depending on his/her support or leading

research team after countersigning by the research and curriculum units approved by the President (applicable to individuals employed in accordance with 3.2.1 of the Guidelines)

☐ 比照編制內相當職級專任教師之基本授課時數，並依本要點第七點第二款之規定計算超(減)授鐘點。

☐ Refer to the basic lecture hours of full-time teachers of the same level of the system, and overtime (reduced) hours shall be calculated in accordance with 7.2 of the Guidelines.

☐ 依實施要點第七點第三款規定屬產研型，開授1門課。

☐ Industry-University R&D teachers deliver one subject as set forth in 7.3 of the Guidelines.

六、 差假：比照甲方編制內專任教師之規定辦理。

VI. Official travel and leave: based on full-time teachers in the system of Party A.

七、 出國：比照甲方編制內專任教師之規定依行政院及所屬各級機關因公派員出國案件編審要點辦理。

VII. Overseas trips: based on the Regulations for Full-time Teachers in the System of Party A in compliance with the Guidelines for Processing Overseas Trip Reports Submitted by Governmental Officials Sent by the Executive Yuan or its Agencies.

八、 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，由甲方協助委託臺灣銀行辦理「國際技術合作人員綜合保險」。保險費由乙方負擔百分之三十五，甲方補助百分之六十五。

VIII. Insurance: Party A shall enroll Party B, if eligible, for insurance as set forth in the Labor Pension Act and the National Health Insurance Act. Insurance shall be withdrawn when the term of the contract expires, or if Party B resigns when the contract is still in effect. Individuals who are not eligible under the Labor Pension Act or the National Health Insurance Act shall receive assistance from Party A in designating the Bank of Taiwan for comprehensive insurance for international technical cooperation personnel. Party B shall be responsible for a 35% insurance premium, and Party A subsidize the remaining 65% of the insurance premium.

九、 退離：

IX. Retirement or resignation:

☐ (一)離職儲金：(本國籍乙方人士不適用之)

☐ (1) Separation fund: (depending on the nationality of Party B):

1. 按乙方每月月支報酬百分之十二提存儲金，其中百分之五十由乙方於每月報酬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，並由甲方在公營銀行或郵局開立專戶儲存孳息，並列帳管理。

1. A reserve fund based on 12% of monthly remuneration, of which 50% is deducted from the monthly remuneration of Party B as a self-reserved fund and the other 50% is a public fund reserved by Party A. Party A shall establish a special savings account in a public bank or post office for the interest derived thereof and shall retain records of such fund.

2. 乙方於契約期限屆滿離職，經甲方同意並辦妥離職手續者，或在職因公、因病或意外死亡者，發給公、自提儲金本息。
2. When Party B resigns upon the expiration of the contract and has completed the resignation procedures as agreed by Party A, or dies during official business, from illness, or accident when in service, the principal and interest of the University and that reserved by himself/herself shall be distributed.
3. 前項死亡人員公、自提儲金本息，其遺族領受順序，依民法繼承篇之規定辦理。
3. The order of entitlement of the deceased employee's heirs to receive the principal and accrued interest of the University's contributions and the employee's own contributions referred to in the preceding paragraph shall be governed by the Succession Part of the Civil Code.
4. 乙方因違反契約所定義務而經甲方予以解聘，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。
4. If Party B is dismissed by Party A due to a breach of contract or resigns before expiration of the contract without the permission of Party A, only the self-reserved principal and interest will be distributed.
5. 儲金年資自實際提繳公、自提儲金之月起計算。
5. The seniority of the fund shall be calculated from the month of the fund actually being reserved by Party B and the University.
6. 請領公、自提儲金本息之權利，自離職或死亡之次月起，經五年不行使而消滅，但因不可抗力之事由致不能行使者，自該請求權可行使時起算。
6. The rights to collect self- or public-reserved principal and interest will expire five years from the month following resignation or death, provided that such claim is calculated from its availability if not feasible due to the event of force majeure.

☐ (二)提撥繳納勞工退休金：依勞工退休金條例等相關規定辦理。

☐ (2) Labor pension fund reservation: in accordance with the Labor Pension Act.

十、 到職及離職：

X. Arrival and resignation:

(一) 乙方應於聘期開始後一個月內至甲方辦理到職手續，逾期未到職者，視同不履約，本契約書自動失效。聘期屆滿，乙方如未獲再聘，即須離職，不得異議。

(1) Party B shall manage arrival procedures within one month from the term of employment. Failure to check in by the deadline will be deemed as a default of contract and the contract shall be nullified automatically. In the event Party B's contract is not renewed upon the expiration of employment, Party B shall agree to resign without objection.

(二) 乙方如因特別事由須於聘期中先行離職時，應於一個月前提出申請，經甲方同意後始得離職。

(2) If Party B needs to resign for a special reason during the term of employment, an application shall be filed one month in advance. Party B shall not resign until the consent of party A is granted.

(三) 乙方離職時，應依規定移交經管財物、業務，辦妥離職手續後始得離職。如因違約、不按規定辦理移交、移交不清或其他情事致生損害時，除與保證人負連帶責任外， 如有涉及財產、經費事項時，得視情節輕重移送法辦。

(3) Party B shall not resign unless he/she has handed over all property and business, and completed the resignation procedures pursuant to the regulations. Failure to manage handover procedures pursuant to the regulations, unclear handover, or other matters

causing damage, in addition to joint liabilities of the guarantor, will result in the case being subject to legal procedures when property and budget is involved.

(四) 乙方於聘用期間，得申請發給在職證明書；離職時，應依規定辦妥離職手續後，始得發給離職證明書。

(4) Party B may apply for a service certificate during the term of employment. In the event of resignation, a resignation certificate shall be issued after resignation procedures are completed pursuant to the regulations.

十一、 晉級及升等：乙方服務滿一年，續約時得比照甲方編制內專任教師年資加薪之規定辦理晉級，並以每年八月一日為基準日。符合升等條件者，並得比照甲方教師升等規定辦理升等，其因升等所涉教師定期成效評估，比照甲方編制內專任教師規定辦理。

XI. Promotions and pay rises: Party B may be promoted or pay increased based on seniority of a full-time teacher of Party A when the contract is renewed upon one year of service of Party B; August 1 every year shall be the record date. Those who meet the requirements for a pay rise or promotion shall be subject to the Promotion and Pay Rise Regulations for Teachers of Party A. A Periodic Performance Evaluation shall be conducted and based on the Regulations for Full-time Teachers in the System of Party A.

十二、 乙方在聘用期間不適用國立勤益科技大學教師借調處理要點、國立勤益科技大學教師講學研究進修處理要點、國立勤益科技大學教授休假研究要點、公立學校教職員退休資遣撫卹條例及婚、喪、生育、子女教育補助等規定。

XII. The Guidelines for the Transfer of Teachers of National Chin-Yi University of Technology, the Guidelines for Lectures, Research, and Advanced Study for Teachers of National Chin-Yi University of Technology, the Guidelines for Research Leave of Professors of the National Chin-Yi University of Technology, the Act Governing Retirement, Severance, and Bereavement Compensation for Teachers and Other Staff Members of Public Schools, and the regulations governing subsidies for marriage, funeral, birth, and child education do not apply to Party B during the term of employment.

十三、 乙方非經甲方書面同意，不得在校外兼職或兼課；其校外兼職、兼課報核程序比照甲方編制內專任教師規定辦理。

XIII. Unless there is written consent from Party A, Party B may not obtain a part-time job or teach outside the University. The reporting procedures for a part-time job or teaching outside the University shall be managed in accordance with the Regulations for Full-time Teachers in the System of Party A.

十四、 乙方於甲方所屬之任教單位(簡稱用人單位)內，為該用人單位各項會議專任教師應出席之員額數。

XIV. Party B may attend various meetings of the teaching unit ("application unit") where Party B is employed.

乙方對甲方院長與系(所、中心)主任無選舉權；對甲方下列職務無選舉權與被選舉權；對用人單位選任之其他委員具選舉權與被選舉權。

Party B is not entitled to election as a dean or head of departments (institutes, centers) of Party A; holds no rights to elect or be elected for following posts; is not eligible to elect nor be elected for other positions of the application unit.

(一) 各級教評會委員。

(1) Members of the Faculty Evaluation Committees at all levels.

(二) 各系(所、中心)規定應由編制內專任教師擔任之職務。

(2) Posts that are to be assumed by full-time teachers in the system pursuant to the relevant regulations of all departments (institutes, centers).

(三) 其他依學校相關規定應由編制內專任教師擔任之職務。

(3) Posts that are to be assumed by full-time teachers in the system pursuant to the relevant regulations of the University.

乙方如兼任甲方行政主管，就所兼職務本身，於出席與所兼職務本身相關會議時，得計列會議出席員額與選舉、被選舉之權。

Should the Contract Faculty also serve as an administrative officer, he/she shall be included in the number of attendees in attendance at meetings related to his/her post and entitled to the right to be in the election and to be elected.

十五、 有關乙方著作抄襲或其他違反教師專業倫理之懲處，比照編制內專任教師之規定辦理。

XV. Punishment regarding plagiarism or other violations of professional ethics of teachers shall be based on the Regulations Governing Full-time Teachers in the System.

十六、 乙方應尊重性別平等，恪守師生及專業倫理，並應遵守性別平等教育法、性別平等工作法、性騷擾防治法、校園性別事件防治準則、校園霸凌防制準則之規定，以維護學生受教權與人身安全。

XVI. Party B shall respect gender equality, adhere to teacher, student, and professional ethics, and shall comply with the Gender Equity Education Act, the Gender Equality in Employment Act, the Sexual Harassment Prevention Act, the Regulations Governing Prevention of Gender-Related Incidents on Campuses, and the Regulations Governing Prevention and Control of Bullying on Campuses to protect students' right to education and personal safety.

十七、 其他可享之權益：

XVII. Other rights:

(一) 識別證與汽機車通行證之請領。

(1) Request and collection of an identification badge and motor vehicle pass.

(二) 參加文康活動（自費）與春節團拜等各項聯歡活動及社團。

(2) Participate in recreational activities (self-funded) and New Year group worship activities and social clubs.

(三) 依規定使用圖書館、體育場館、游泳池、電子計算機中心等各項公共設施。

(3) Use of libraries, stadiums, swimming pools, Computer Center, and other such as public facilities (refer to the relevant regulations).

(四) 衛生保健醫療服務。

(4) Healthcare and other medical services.

十八、 其他應盡之義務：

XVIII. Other obligations:

(一) 乙方論著發表須註明與甲方之關係。

(1) Party B shall indicate his/her affiliation with Party A in any published writings.

(二) 乙方有親自授課、監考、閱卷及指導學生實習之義務。惟指導學生論文視聘任單位之規定辦理。

(2) Party B is obligated to lecture, supervise examinations, grade examinations, and supervise students' internships in person. Supervision of students' theses shall be handled in accordance with the regulations of the employing unit.

(三) 乙方因故請假未授課時，應定期補授或扣繳鐘點費由甲方聘請適當教師代課。

(3) If Party B is unable to teach a scheduled class due to leave, he/she shall make up the class at a later date or have the hourly teaching pay deducted, and Party A may appoint an appropriate substitute teacher.

(四) 乙方如為本校專業科目或技術科目教師，應依本校教師進行產業研習或研究實施要點規定，進行與專業或技術有關之研習或研究，期間應至少半年 。

(4) If Party B is a teacher of professional or technical subjects at the University, he/she shall, in accordance with the University's Guidelines for the Implementation of Industry-Based Study or Research for Teachers, engage in study or research related to his/her professional or technical field for a period of no less than six months.

十九、 契約屆滿不再聘，聘期內終止契約，聘期中暫時予以停止契約執行，及慰助金與救濟：

XIX. No renewal upon expiration of the contract, termination or suspension of the contract during the period of employment, severance, and relief:

(一) 契約屆滿不再聘：乙方於契約有效期間，有本要點第六點第三項至第六項所定情事之一，於契約屆滿日起不再聘續約。

(1) No renewal upon expiration of contract: the contract with Party B will not be renewed following expiration of the contract if Party B falls under one of the circumstances set forth in 6.3–6.6 of these Guidelines during the effective period of the contract.

(二) 聘期內終止契約：乙方有「專科以上學校進用編制外專任教學人員實施原則」第六點第一項各款情形之一者，甲方應依該實施原則第六點所定程序於聘期內終止契約。

(2) Termination of contract during the period of employment: where one of the circumstances set forth in 6.1 of the *Implementation Principles for the Employment of Full-time Contract Faculty at Junior Colleges and Institutions of Higher Education* occurs, Party A shall terminate the contract within the term of employment in accordance with 6 of the said Implementation Principles.

(三) 聘期中暫時予以停止契約執行：依「專科以上學校進用編制外專任教學人員實施原則」第七點至第九點規定辦理。

(3) Suspension of contract during the period of employment: managed in accordance with 7–9 of the *Implementation Principles for the Employment of Full-time Contract Faculty at Junior Colleges and Institutions of Higher Education*.

(四) 慰助金：乙方聘期屆滿未獲再聘，且無「專科以上學校進用編制外專任教學人員實施原則」第六點及第七點所定情事者，比照勞工退休金條例第十二條規定，按其於學校服務年資發給慰助金，每滿一年發給二分之一個月之平均薪酬，未滿一年者，以比例計給；最高以發給六個月平均薪酬為限。

(4) Severance payment: if the Contract Faculty is not employed upon expiration of the contract and no circumstance set forth in 6 or 7 of the *Implementation Principles for the Employment of Full-time Contract Faculty at Junior Colleges and Institutions of Higher Education* occurs, severance pay shall be paid by the employer based on seniority. The amount shall equal one-half month's average salary for every full year of employment and shall be prorated for any period of employment of less than one full year, in accordance with Article 12 of the *Labor Pension Act*, provided that the

total severance payment shall not exceed six months' average salary.

(五) 救濟：乙方對甲方有關其個人之措施，認為違法或不當，致損害其權益者，得按其性質依法提起勞資爭議處理或相關訴訟，請求救濟。

(5) Relief: should Party B consider that the measures taken by the University are illegal or improper resulting in impairment to his/her rights, the Contract Faculty may file a labor dispute or litigation pursuant to the law.

二十、 本契約未盡事宜，依教育部專科以上學校進用編制外專任教學人員實施原則及相關法令規定辦理。

XX. With regard to matters not mentioned herein, the Implementation Principles for the Employment of Full-time Contract Faculty at Junior Colleges and Institutions of Higher Education of the Ministry of Education and relevant laws and regulations shall govern.

二十一、 附約：依實施要點第六點第三項至第五項規定，約定內容如下：

XXI. Supplementary clauses: the content of the agreement in accordance with Paragraphs 3 to 5 of the Guidelines are as follows:

☐ (一)對於乙方之教學、研究、輔導與服務等各項內容，議定績效達成指標，做為考評續約與否之依據。其績效標準如下：(第六點第三項規定，所有編制外專任教學人員一體適用)

1.

2.

☐ (1) Agree to achieve the performance indicators as the basis for evaluating contract renewal aimed at the education, research, counseling, and services of Party B. The performance standards are as follows: (In accordance with 6.3 of these Guidelines, this applies to all Full-Time Contract Faculty.)

1.....

2....

☐ (二)乙方為協助建立或帶領甲方相關研發團隊，以提升甲方產、學、研發技術水準之具體內涵，並做為續約與否之依據如下：(第六點第四項規定，僅第三點第一項第一款之教授適用)

1.

2.

☐ (2) The physical content of improving the industrial, academic, and research technology level of Party A with the assistance or supervision of Party B as the basis for contract renewal is as follows: (In accordance with 6.4 of these Guidelines, this applies only to professors appointed under 3.1.1.)

1.....

2....

☐ (三)乙方實際從事之產學合作計畫或研究計畫應達成之績效指標內容如下，未成時，不予續約。(第六點第五項規定僅產研類型編制外專任教學人員適用)

1.

2.

☐ (3) The performance indicators to be achieved by Party B in the industrial-academic

cooperation plan or research plan are as follows, and the contract will not be renewed if the performance indicators are not achieved (In accordance with 6.5 of these Guidelines, this applies only to Industry-University R&D Full-Time Contract Faculty.):

1.....

2....

二十二、　本契約書一式三份，由甲方、乙方、用人單位各執一份。

XXII. The contract is prepared in three counterparts. Party A, Party B, and the application unit shall retain one set of originals each for record.

立契約人　甲方：國立勤益科技大學

地址：411030台中市太平區中山路二段57號

代表人：校長○○○

用人單位主管：

By

Party A: National Chin-Yi University of Technology

Address: No. 57, Sec. 2, Zhongshan Rd., Taiping Dist., Taichung City 411030

Representative: President ０００

Head of Application Unit:

乙方：

地址：

身分證字號：

（無中華民國身分證者請填護照號碼或移民署核發之統一編號）

聯絡電話：

Party B: Address:

ID No.:

(Please provide passport No. or unified number issued by the National Immigration Agency if an ID card of the R.O.C. is not applicable).

Tel.:

中　　華　　民　　國　　年　　月　　日

Date: