NATIONAL TAIWAN UNIVERSITY Employment Contract for Employment-Based Part-Time Assistants with Graduate Student Stipends (Template)

Contracting Parties	National Taiwan University (hereinafter, "Party A")
	○○○ (hereinafter, "Party B")

The two Parties hereby agree to abide by and fulfill the terms set forth in the Contract below:

- Article 1
 Contract Period:

 This Contract will commence on ___/__/____(MM/DD/YYYY) and expire

 on ___/___/_____(MM/DD/YYYY), during which time Party A shall employ

 Party B as a ________

 Party B as a ________

 If either Party wishes to terminate this Contract, the Labor

 Standards Act and other related laws and regulations shall be observed. At the

 expiration or termination of this Contract, Party B shall complete the employment

 termination procedures as required by Party A.
- Article 2
 Performance of Duties:

 Party B shall perform the following duties and other duties as required by Party A under the latter's instruction and supervision:
- Article 3Work Location:Party B shall perform their duties at the location provided by the employing academicprogram or designated by the instructor according to work requirements.
- Article 4 Working Hours:
 - 1. Party B shall work for _____ hours per month and sign in and out of work in compliance with the rules set forth by Party A. Party B's working time shall be recorded down to minutes and accurately documented in the attendance timesheet, which needs to be retained for five years. The actual work schedule of Party B shall be stipulated and controlled by the employing unit under Party A, who may make changes to the stipulated working hours as required by the work involved. However, the daily working hours cannot exceed 8 hours, and the weekly working hours cannot exceed 40 hours.
 - 2. Party B is considered late if they arrive at work after the start of the stipulated working hours, and is considered to be leaving early if they leave work before the end of the stipulated working hours. If Party B is late or leaves early without properly requesting a leave of absence, they shall be considered to be absentee during the hours that they are away from work. Party B signing in or out of work on behalf of a third party or having a third party sign in or out of work on their behalf shall also be viewed as absenteeism.
 - 3. Party B shall have at least 30 minutes of break time for every 4 hours of consecutive work. However, if Party B works in shifts or if the work involved is of a continuous or urgent nature, Party A may make other arrangements regarding Party B's break time, given that it falls within Party B's working hours.
 - 4. If Party A needs to extend the working hours of Party B due to the work involved,

Party B shall request overtime in accordance with the stipulated procedures. The request shall then be submitted to the head of the employing unit under Party A for approval prior to the commencement of the extended working hours.

- 5. In the event of a lack of funding, Party A may compensate Party B for overtime working hours by granting compensatory leave with the consent of Party B.
- Article 5 Party B shall be granted leave of absence, regular leave, holidays, and annual paid leave in accordance with the *Labor Standards Act, Act of Gender Equality in Employment, Regulations of Leave-Taking of Workers*, and other work-related rules and regulations stipulated by Party A (for personnel working part-time, the *Directives for the Employment of Part-Time Workers* shall be observed).

The two Parties agree to flexible arrangements in the actual number of workdays, regular leave, and holidays based on the actual requirements of the work involved.

- Article 6 Remuneration:
 - 1. Party B shall be paid a monthly stipend of NT\$_____.
 - 2. Party A cannot withhold wages from Party B as compensation for breach of this Contract or other damages incurred.
 - **3.** Party B's monthly wages shall be paid in full before the fifteenth of the following month.
- Article 7 Hiring Restrictions:
 - 1. Spouses and relatives within the third degree of kinship (by blood or by marriage) of any unit head may not be employed in the unit under the supervision of the same unit head.
 - 2. Party B is only eligible provided that s/he is a current student. In the event of Party B's leave of absence, withdrawal, or graduation from their studies during the employment period, Party B shall notify their employing unit under Party A.
 - 3. If Party B receives a minor demerit (or any penalty that is more severe) due to a violation of school rules, they shall not apply for or receive a stipend until more than a year has passed since the beginning of the month following the imposition of the penalty.
 - 4. If Party B meets any of the criteria for sexual assault, sexual harassment, or sexual bullying set forth in Article 3 of the *Directives for Reporting and Inquiries about Contract Employees by Educational Institutions*, then Party B shall not be hired as a contract employee. During their employment period, if Party B meets any of the criteria set forth in Article 4 of the aforementioned directives such that it constitutes a violation of Article 12, Paragraph 1 of the Labor Standards Act, Party A may terminate the employment contract without notice, and Party B may not request the removal of their personal data or the cessation of the processing or use of said data.
 - 5. Party B agrees to the collection and use of information and to inquiries by Party A and the Ministry of Education regarding the ineligibility factors of sexual assault, sexual harassment, or sexual bullying by Party B, and to the reporting of said behaviors. Party B also agrees to the provision of related information by the Ministry of Justice, law enforcement agencies, and the Ministry of Education. The

foregoing also applies if these violations are verified after the termination of Party B's employment.

- Article 8 Termination of Contract and Employment:
- If Party B violates the hiring restrictions set forth in Article 7, Party A may terminate this employment contract upon the occurrence of any incident stated in the preceding article, if such incident is attributable to Party B. If Party B has continued to receive wages after their violation of the preceding article, Party B shall return the wages received after their violation as compensation for breach of this Contract. Party A shall execute the termination of this employment contract or the employment of Party B in accordance with the *Labor Standards Act, Labor Pension Act*, and other related regulations.
- Article 9 Subsidies for Occupational Accidents and General Injuries and Illnesses:
 Party A shall comply with the Labor Standards Act, Act for Protecting Worker of Occupational Accidents, Labor Insurance Act, Employment Insurance Act, and other related regulations.
- Article 10 Benefits:
 - 1. Party A shall help Party B with insurance-related matters in accordance with the *Labor Insurance Act* and other related laws.
 - 2. During the effective period of this Contract, Party B is eligible for benefits in accordance with the regulations stipulated by Party A.
- Article 11 Service and Discipline:
 - 1. Party B shall follow work instructions from their supervisors at all levels of Party A and work under the supervision of said supervisors.
 - 2. Party A may alter the arrangement of Party B's duties as required by the work involved, provided that labor laws and regulations are not violated. Party B may not raise any objection on this matter.
 - **3.** Party B may not leave their post during agreed working hours without authorization from their supervisor(s).
 - 4. Party B shall participate in the in-service training and gatherings held by Party A.
 - 5. Party B may not disclose any trade or technological secrets of Party A either during or after their period of employment.
 - 6. Party B shall respect the sexual and physical autonomy of others and themselves, and refrain from engaging in unwanted pursuit behaviors. Party B shall not use forcible or violent means in response to sex or gender related disputes.

If Party B violates any of the provisions of Subparagraphs 1 to 4 in the preceding Paragraph, Party A may notify Party B to cure such breach of Contract. If Party B fails to do so after three notices, it shall be considered a major violation and Party A may terminate this Contract without further notice.

If Party B violates any of the provisions of Subparagraphs 5 and 6 in Paragraph 1, it shall be considered a major violation, and Party A may directly terminate this Contract without notice.

Article 12 Safety and Health:

Parties A and B shall both comply with the *Occupational Safety and Health Act* and other related laws and regulations.

- Article 13 Unless otherwise agreed upon by both Parties, Parties A and B shall comply with the following provisions when handling the research results produced by Party B during the employment period:
 - 1. Ownership of copyright: Article 11 of the *Copyright Act* shall be observed.
 - 2. Ownership of patent rights: Article 7, Paragraph 1 of the *Patent Act* shall be observed.
- Article 14 Other Bases for Rights and Obligations:

The respective rights and obligations established between the two Parties during the employment period shall be in accord with the provisions set forth in this Contract.
For matters not addressed herein, the *Guiding Principles on Labor Rights Protections for Part-Time Assistants at Junior Colleges and Institutions of Higher Education*, Party A's *Directives Regarding Labor Rights Protections for Part-Time Student Assistants*, and other related laws and regulations stipulated by the employing unit or government shall be observed.

- Article 15Court of Jurisdiction:The two Parties agree to designate the Taiwan Taipei District Court as the court of
jurisdiction for any litigation arising from this Contract.
- Article 16 Contract Amendment: This Contract may be amended at any time by an instrument in writing with the consent of both Parties.
- Article 17 Contract Execution: This Contract is executed in two (2) copies, with one (1) copy retained by each of the two Parties.

Contracting Parties:

Party A: National Taiwan University

Head of the Employing Academic Program: Dean:

Party B (signature or seal): Address (of Domicile): National ID No.:

____/___/___(MM/DD/YYYY)