

國立勤益科技大學進用編制外專任教學人員實施要點  
National Chin-Yi University of Technology  
Guidelines on the Implementation of Employment of Full-Time  
Contract Faculty

111.7.20.校教評會、111.12.15.校務基金管理委員會、111.12.21.校務會議審議通過全文修正，111.12.29.勤益科大人字第1111700438號函發布實施

Approved by the Faculty Evaluation Committee on 2022.7.20, the University Endowment Fund Management Committee on 2022.12.15, and the Academic Affairs Meeting for Amendments on 2022.12.21, and promulgated as Chin-Yi University of Technology Personnel No. 1111700438 on 2022.12.29.

- 一、 國立勤益科技大學（以下簡稱本校）為因應教學需要，特依專科以上學校進用編制外專任教學人員實施原則(以下簡稱實施原則)之規定訂定**本要點**。

To meet education needs, the National Chin-Yi University of Technology (the "University") has **hereby established these guidelines in accordance with the Implementation Principles for the Employment of Full-time Contract Faculty at Junior Colleges and Institutions of Higher Education (the "Implementation Principles")**.

- 二、 本要點所稱編制外專任教學人員，係指在本校校務基金自籌經費或其他政府補助經費範圍內，遴聘符合法令規定資格，並全時任職，按月支給薪酬之非編制內專任教學人員(以下簡稱專案教師)。

本校進用專案教師員額所需人事費總額，得由教育部高等教育深耕計畫補助款，或各部會獎補助延攬人才與改善師資結構計畫經費，或在不發生實質短絀前提下以本校校務基金自籌收入支應。

**Full-time Contract Faculty** as referred herein refer to full-time teaching staff outside the regular system with a monthly salary paid under the Revenue and Expenditure Management of Self-Generated Endowment Funds or other government subsidies and who are selected following the procedures stipulated in the relevant regulations and laws and **meet the qualifications threshold stated in the laws and work on a full-time basis with a salary paid monthly** ("Contract Faculty").

The total personnel fee for the employment of Contract Faculty as required may be supported by a subsidy of the MOE Higher Education Sprout Project, **or the budget of different departments to subsidize talent recruitment and teacher structure improvement project**, or the endowment fund of the University in condition without physical deficit.

- 三、 專案教師之等級分為教授、副教授、助理教授、講師四級；其聘任資格依教育人員任用條例、大學聘任專業技術人員擔任教學辦法採公平、公正、公開之原則辦理。

Contract Faculty refer to Professors, Associate Professors, Assistant Professors, And Lecturers. The appointment of professional technicians to be teachers shall be handled following the **principles of fairness, justness, and openness in accordance with the Act Governing the Appointment of Educators**.

依教育人員任用條例聘任之專案教師區分為教學型與產研型兩類，其聘任資格分別依該條例第十六條至第十八條之規定外，並依下列各款規定進行遴聘：

**Contract Faculty are divided into Scholarship of teaching and Industry-University R&D. In addition to the qualifications set forth in Article 16 to 18 of the Act Governing the Appointment of Educators**, appointments shall be managed as follows:

- (一) 教授：以延攬國內外同等級之優秀專家學者來校協助建立或帶領學校相關研發團隊，以提升本校產、學、研發技術水準。

Professors: domestic and foreign outstanding experts and scholars at the same level are invited to assist or lead a research team of the university to improve the industrial, academic, and research level of the University.

- (二) 副教授或助理教授：為用人單位一般所提員額申請核予聘任之教師職級。

Associate or Assistant Professors: teacher level is approved following an application proposed by the application unit.

- (三) 講師：以延攬專業外籍師資講授其專業外國語文課程者，或持有華語教學專業證照開授華語教學相關課程者，依前款規定公開徵聘無所需人選時為之。

Lecturers: professional foreign teachers hired to teach foreign languages or teachers with Chinese teaching certificates for Chinese-related courses are selected following the principle of openness as set forth in the preceding paragraph.

依大學聘任專業技術人員擔任教學辦法進用之專案教師；其聘任與資格審查，另依本校專業技術人員聘任暨資格審查要點辦理，並僅限教學型。

The employment and qualification review of Contract Faculty employed in accordance with the Employment Regulations for Professional Technicians Teaching at Universities shall be managed in accordance with the Directions for the Employment and Qualification Review of Professional Technicians of the University.

有關教學型與產研型兩類人選之資格條件內涵，由用人單位於徵聘公告中定之；產研型專案教師於聘任後，應將實際從事之產學合作計畫或研究計畫須達成之績效指標載明於契約書中規範。

The application unit shall determine the content of the qualifications for Scholarship of teaching and Industry-University R&D candidates. After the employment of Contract Faculty for Industry-University R&D, the performance indicators of the industrial-academia cooperation plan or research project shall be stipulated in the contract.

- 四、 本校各有關單位因教學需要，擬聘用專案教師時，須依本校教師員額管理原則規定之程序提出員額申請，經同意核撥員額後，始得進行相關聘用程序。

When the relevant unit of the University plans to employ Contract Faculty as necessary for education, the application shall be proposed following the procedures stipulated following the principle of managing the number of teachers, and relevant employment procedures shall not be commenced until the number of teachers is approved.

- 五、 專案教師之聘任程序與升等審查過程，比照本校編制內專任教師聘任及升等審查相關規定辦理；其聘任年齡亦比照編制內專任教師規定。如由學院辦理公告徵聘時，其聘任、升等之審查程序補充規定如下。

The employment procedures and promotion review process for Contract Faculty shall be managed by referring to the Regulations for the Employment and Promotion Review of Full-time Teachers in the regular system. The age of employment is also considered in accordance with the Regulations for Full-time Teachers in the regular system.

When the college makes an employment announcement, the procedures of the Supplementary Regulations for Employment and Promotion Review are as follows:

- (一) 徵聘教師之公告資料，經學院教評會擬定，院務會議通過，陳請校長核定後，於傳播媒體或學術刊物公告徵聘資訊辦理公開甄選，期間至少十四日以上。

After the College Faculty Evaluation has prepared the teacher's employment information to be announced and approved by the College Affairs Meeting and the President, an announcement with recruitment information spanning at least 14 days is posted via a communications media or in an academic journal.

- (二) 聘任作業時，由學院教評會依本校專任教師聘任及升等審查辦法第四條規定審議，經

該學院教評會初審、校教評會複審通過，陳請校長核定聘任。

The College Faculty Evaluation Committee shall **review the recruitment process in accordance with Article 4 of the Regulations for Employment and Promotion Review of Full-time Teachers of the University**. After a preliminary review by the College Faculty Evaluation and a second review by the University Faculty Evaluation Committee, it shall be submitted to the President for approval.

- (三) 學院所開設之課程列在院屬各系之學分計畫表內時，其聘任、升等審查案件應先送交相關該系教評會審議通過，再經學院教評會初審後，送校教評會複審。

When the courses provided by the college are included in the credit schedule of all departments, employment and promotion review cases shall be delivered to the Department Evaluation Committee for discussion, following which to the College Evaluation Committee for a preliminary review, then the University Faculty Evaluation Committee for a second review.

- (四) 因應學院實體化或開設學院共同課程時，其聘任、升等審查案件，由學院教評會逕行審議，並完成初審後，送校教評會複審。

To correspond with physical or common courses of the college, employment and promotion review cases shall be delivered to the College Faculty Evaluation directly for discussion and preliminary review, and then to the University Faculty Evaluation Committee for a second review.

依第三點第一項第一款延攬國外與教授同等級之優秀專家學者，依前項規定辦理聘任時，得逕依其教授職級聘為專案教師。

Outstanding foreign experts and scholars at a level equal to professors recruited in accordance with subparagraph 1 of Paragraph 1, Item 3 may be employed as Contract Faculty directly based on their professor level.

經前二項規定並依教育人員任用條例聘任之專案教師未具教師證書者，依規定程序請頒教師證書。

If **Contract Faculty** employed in accordance with the preceding two items and the **Act Governing the Appointment of Educators** do not have a teaching certificate, a teacher certificate shall be applied in accordance with prescribed procedures.

- 六、 完成聘用程序之專案教師應於聘約規定期限內到職，逾期未到職者，註銷其聘任案。

Contract Faculty with employment procedures completed shall assume the post within the prescribed period. The employment offer will be revoked in the event of failure to assume the post by the deadline.

專案教師聘期依學年或學期計算一年一聘。聘期屆滿前，由原提聘用人單位依**契約書中明定之績效達成指標辦理評鑑**，經教評會審議通過後，填具申請名冊併同會議紀錄送人事室彙辦陳請校長同意後進行**再聘**。

The employment term of Contract Faculty is one year per term calculated by academic year or semester. Before the expiration of employment, the original application unit shall conduct **an assessment based on the performance indicators specified in the contract** and submit it to the Faculty Evaluation Committee for approval before delivering it with the application list and meeting minutes to the personnel office for **renewal** upon approval of the President.

各用人單位對於專案教師之教學、研究、輔導與服務等各項內容，應與當事人議定績效達成指標，並載明於契約書中，做為用人單位教評會考評**再聘**與否之依據。

All application units shall negotiate with the relevant parties the performance indicators in relation education, research, counseling, and services of Contract Faculty, and specify them in the contract as the basis for the application units' **contract renewal assessment**.

依第三點第二項第一款規定所聘人員，其來校協助建立或帶領學校相關研究團隊，提升本校產、學、研究水準之績效達成指標內涵應載明於契約，並依其實際執行成果做為再聘與否之依據。

The content of **performance indicators** of personnel employed in accordance with subparagraph 1 of Paragraph 2, Item 3 to improve industrial, academic, and research standards of the University by assisting or leading a related research team of the University shall be specified in the contract, and the implementation results shall form the basis for deciding **contract renewal**.

產研型專案教師契約書中須載明產學合作計畫或研究計畫達成之績效指標，並由用人單位教評會詳予評核，未達成者，於契約期限屆滿後不予再聘。

The contract of Industry-University R&D Contract Faculty shall indicate the performance indicators regarding the industrial-academia cooperation plan or research plan, and the application unit shall assess such indicators carefully. The contract **shall not be renewed** upon expiration in the event of failure to achieve such indicators.

專案教師除前三項未達績效達成指標時應不再聘外，有下列情事之一者，經用人單位教評會審議通過，並會簽人事室陳請長核定後，於契約期滿不予再聘。

In addition to a contract **not being renewed** in the event of failure to achieve the **performance indicators** set forth in the preceding three paragraphs, a Contract Faculty who falls under one of the following circumstances **will not be employed** after the Evaluation Committee of the application unit passes the proposal and forwards it to the President for approval following countersign of the personnel office:

(一) 因教學不力或其他不當行為，足認影響學生受教權益者。

Has poor teaching performance or other misconduct sufficient to affect the rights of students.

(二) 違反契約應履行義務時，經學校指正而未改善者。

Violates the obligations to be performed and fails to improve following the instructions of the University.

用人單位教評會依前四項規定作成專案教師於聘期屆滿後不再聘決議時，用人單位應於聘期屆滿前一個月，將該決議簽會人事室陳請校長核定後，以校函通知當事人並協助其完成離職程序。

When the Evaluation Committee determines that a **contract will not be renewed** upon expiration **pursuant to the preceding four paragraphs**, the application unit shall notify the party and assist him/her to complete resignation procedures after the personnel office has countersigned **the resolution** and submitted the same to the President for approval **one month prior to the expiration of employment**.

專案教師於聘期內終止契約及契約有效期間內停止契約之執行，依實施原則第六點至第九點之規定辦理。

**Any termination or suspension of the contract during the term of employment or within the effective period shall be managed in accordance with Items 6 to 9 of the implementation principles.**

專案教師對本校有關其個人之措施，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。

**In the event the Contract Faculty considers that the measures taken by the University are illegal or improper, resulting in an impairment to his/her rights, the Contract Faculty may file a labor dispute claim or litigation to request relief pursuant to the law.**

七、專案教師授課鐘點規定如下。

The regulations for lecture hours of Contract Faculty are as follows:

(一) 依第三點第二項第一款聘任者，其基本授課時數，比照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(以下簡稱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，經校長核定後酌減基本授課時數。

For employment offered in accordance with subparagraph 1 of Paragraph 2, Item 3, the basic lecture hours shall be based on the lecture hours of full-time teachers at the same level, 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 (the "Guidelines for Calculating Lecture Hours"). 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.

(二) 依第三點第二項第二款、第三款或第三項聘任之教學型專案教師，基本授課時數，比照編制內同職級專任教師之授課時數，並依授課時數編配計算要點之規定核算超(減)授鐘點。

For a Scholarship of teaching contract offered in accordance with subparagraphs 2 and 3 of Paragraphs 2 or 3, Item 3, the basic lecture hours shall be based on the lecture hours of full-time teachers of the same level, and overtime (or reduced) hours shall be calculated in accordance with the Guidelines for Calculating Lecture Hours.

(三) 產研型專案教師為履行契約書中所定產、研績效指標，每學期開授一門課。

For an Industry-University R&D contract, the teacher delivers one subject each semester to implement the industrial and research performance indicators specified in the contract.

八、專案教師擬轉任編制內專任教師時，原聘單位仍應提出員額申請，經教師員額規劃小組審議通過，校長核給員額後，再依新聘教師之程序重新審查。惟曾在本校服務且符合附表所列各學院專案教師績效優良指標者(以下簡稱績優指標)，依本校教師聘任及升等審查辦法第四條之規定，得經擬聘單位從優列為新聘專任教師候選人。各學院對於附表所列該學院績優指標，皆依專案教師來校後以本校名義實際產出之績效認列，其指標內容如有修正時，須先經院務會議完成審議，送校教評會審議通過，陳請校長核定後實施。

When a Contract Faculty plans to transfer to a full-time teacher post, the original employment unit shall file an employee application. After the number of teachers is reviewed by the teacher planning team and approved by the President, the review shall commence again in accordance with the Employment Procedures for New Teachers. However, those who have already worked at the University and reached good performance indicators as a Contract Faculty as noted in the attached table ("good performance indicators") may be privileged as a newly employed full-time teacher by the proposed unit. All colleges shall recognize good performance indicators based on actual performance under the University's name. Any revisions to the content of a performance indicator shall first be reviewed during a College Affairs Meeting, then submitted to the University Faculty Evaluation Committee Meeting for review, and implemented upon approval of the President.

曾任專案教師且資格經送教育部審查通過頒授教師證書之年資，與轉任編制內專任教師後現職職務等級相當且服務成績優良者，得予採計升等年資及提敘薪給，但不得採計為退休、撫卹之年資。

If an individual who has served as a Contract Faculty, has undergone qualification review, and a teacher certificate has been granted by the Ministry of Education is equal to the level of **full-time teachers in the system after transfer** and has good performance indicators,

his/her seniority shall form the basis for promotion and salary, provided that the individual is not retired.

九、專案教師之報酬標準如下：

The compensation standards of Contract Faculty are as follows:

(一) 依第三點第二項第一款聘任之教授，除基本薪資外，得由用人單位主管依本校延攬特殊優秀人才實施彈性薪資實施原則衡酌與當事人協議另定彈性薪資。

In addition to the basic salary, the head of the application unit may agree with a professor employed in accordance with subparagraph 1 of Paragraph 2, Item 3, a flexible salary when the individual is deemed outstanding talent.

1. 基本薪資：按編制內同等級教授職級本薪(年功薪)之薪級與學術研究費支給。

Basic salary: the salary equal to the regular salary of a professor of the same level of the system (annual salary) and an academic research fee.

2. 彈性薪資：為延攬特殊優秀人才所增給之研究獎勵金，按基本薪資百分之十至百分之八十(小數點以後無條件進位)額度內支應，其協議結果經三級教評會審議通過，校長核定後納入聘約實施。

Flexible salary: additional research rewarded to recruit outstanding talent amounting to 10-80% of the basic salary (rounded up to the nearest dollar). The results of the negotiation in this instance shall be included in the contract after being passed by the level 3 Evaluation Committee and approved by the President.

(二) 依第三點第二項第二款或第三款或依第三點第三項規定所聘任之專案教師，比照編制內同等級專任教師薪資支給規定辦理。

The salary of Contract Faculty employed under subparagraphs 2 and 3 of Paragraphs 2 or 3, Item 3 shall be managed by referring to full-time teachers of the same level of the system.

前項各款專案教師所核薪級之提敘，另依教師待遇條例等相關規定辦理。

The remuneration criteria for Contract Faculty prescribed in the preceding paragraphs shall be managed in accordance with the Teacher Remuneration Act otherwise.

專案教師聘期屆滿未獲再聘，且無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。

If a Contract Faculty is not employed upon expiration of the contract and there is no circumstance set forth in Items 6 or 7 of the implementation principles, they shall have a severance pay paid by the employer based on their seniority: the amount equal to half a month's average salary for every full year of employment, and pro-rated should the period of employment be less than one full year in accordance with Article 12 of the Labor Pension Act.

十、專案教師應依勞工保險條例、全民健康保險法加入勞保、全民健保；不符合加入勞、健保之資格者，可選擇加入國際技術合作人員綜合保險並自付百分之三十五之保險費。  
Contract Faculty shall be enrolled in labor insurance and national health insurance in accordance with the Labor Insurance Act and National Health Insurance Act. Those who are not eligible for enrollment in these Acts may select comprehensive insurance for international technical cooperation personnel and pay a 35% insurance premium.

十一、本國籍專案教師，一律依勞工退休金條例第七條第二項規定繳納勞工退休金。

Domestic Contract Faculty shall pay into a labor pension fund in accordance with Paragraph 2 of Article 7 of the Labor Pension Fund.

外國籍人士擔任本校專案教師，應由用人單位協助辦理相關入境許可與工作許可之申

請；來校到職後，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。

The application unit shall assist foreigners serving as Contract Faculty of the University with applications for entry and work permits. After assuming a post at the University, a separation fund shall be reserved in accordance with the Regulations for Separation Payment for Contract Personnel of Agencies and Schools.

十二、專案教師於所任該單位內，為各項會議專任教師應出席之員額數。

專案教師之選舉與被選舉權如下：

Contract Faculty may attend various meetings of the units in which their post is located. The rights of Contract Faculty in and for election are as follows:

(一) 對院長與系(所、中心)主任無選舉權。

No election rights may be given to deans and heads of departments (institutes, centers).

(二) 對下列職務無選舉權與被選舉權：

No rights to elect or be elected if in the following posts:

1. 各級教評會委員。

Members of the evaluation committee at all levels.

2. 各系(所、中心)規定應由編制內專任教師擔任之職務。

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

3. 其他依學校相關規定應由編制內專任教師擔任之職務。

Posts to be served by full-time teachers in the system pursuant to the relevant regulations of the University.

(三) 對系(所、中心)選任之其他委員具選舉權與被選舉權。

專案教師如兼任行政主管，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。

Eligible to elect other members of departments (institutes, centers)

If a Contract Faculty also serves as an administrative officer, he/she shall be included in the number of attendees attending meetings related to his/her post and entitled to the rights of election and to be elected.

十三、專案教師應本職於校內各項工作，並以不在校外兼職、兼課為原則。如確有需要須在校外兼職、兼課者，除應符合相關法令規定外，其報核程序比照本校編制內專任教師之規定辦理。

Contract Faculty shall undertake various work on campus in a professional capacity and may not obtain part-time jobs or give lectures outside the University in principle. If necessary to obtain a part-time job or give lectures outside the University, in addition to meeting the relevant regulations, the event shall be reported following the procedures in the Regulations for Full-time Teachers of the University.

專案教師之聘期、終止契約、停止契約之執行、授課時數、差假、薪酬、晉薪、獎金、福利、退休、保險、慰助金及其他權利義務事項，應納入契約中明定。(契約書格式如附件)。

The term of employment, termination or suspension of the contract, lecture hours, official travel, leave, remuneration, promotional salary, bonus, welfare, retirement, insurance, severance, and other rights and obligations of Contract Faculty shall be included in the contract (see attachment for the contract format).

十四、已簽約進用之現職專案教師，如契約期限屆滿並經同意再聘續約者，得依第三點第二項所定教學型或產研型專案教師類型，與用人單位議定後重行簽約；第三點第二項與第三項間不得相互流用。

If the term of employment agreement of a Contract Faculty particularly Scholarship of

teaching or Industry-University R&D specified according to **paragraphs 2 of Item 3** has expired and is being renewed, the contract may be concluded with the application unit via negotiation. Paragraphs 2 and 3 of Item 3 shall not be applied mutually.

With regard to matters not mentioned herein, the implementation principles and relevant regulations shall govern.

本要點未規定事項，依**實施**原則及相關規定辦理。

With regard to matters not mentioned herein, the **implementation** principles and relevant regulations shall govern.

十五、本要點經校教評會、校務基金管理委員會、校務會議審議通過，校長核定後實施。

These guidelines shall be implemented after they are passed by the Faculty Evaluation Committee, the Endowment Fund Management Committee, the University Affairs Meeting, and the President.



# 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（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 <sup>Mr.</sup>/<sub>Ms.</sub> \_\_\_\_\_ 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：

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)

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

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

### 二、聘用期間：自 年 月 日起至 年 月 日止。

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。

Term of employment: from \_\_\_\_\_ to \_\_\_\_\_

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：

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。

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：

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。

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.

- 無  
(二) 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。】

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 level 3 Evaluation Committee 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。

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：

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。

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。

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。

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 expire, 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：

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。

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。

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。  
The collection order of heirs for the principal and interest of the University and reserved by himself/herself as set forth in the preceding paragraph shall be managed in accordance with the Succession of the Civil Code.

4. 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。

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。

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。

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：

##### 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。

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。

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。

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。

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。

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 regular 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進修處理要點、國立勤益科技大學教師出國講學研究處理要點、「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。

The Guidelines for the Transfer of Teachers of the National Chin-Yi University of Technology, the Guidelines for Advanced Study of Teachers of the National Chin-Yi University of Technology, the Guidelines for Overseas Lectures and Research of Teachers 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。

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。

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。

Members of the faculty evaluation committee 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。

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。

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。

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、性別工作平等法、性騷擾防治法、校園性侵害性騷擾或性霸凌防治準則、校園霸凌防制準則之規定，以維護學生受教權與人身安全。

Party B shall respect gender equality, adhere to teacher, student, and professional ethics, and shall comply with the Gender Equality Act, the Act of Gender Equality in Employment, the Sexual Harassment Prevention Act, Regulations on Sexual Assault, Sexual Harassment, or Sexual Bullying on Campus, and the Campus Bullying Prevention Standards to protect the rights of students in education and human safety.

十七、其他可享之權益：

Other rights:

(一) 識別證與汽機車通行證之請領。

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。

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、計算機及資訊網路中心等各項公共設施。

Use of libraries, stadiums, swimming pools, computers, information network centers, and other such as public facilities (refer to the relevant regulations).

(四) 衛生保健醫療服務。

Healthcare and other medical services.

十八、其他應盡之義務：

Other obligations:

(一) 乙方論著發表須註明與甲方之關係。

Party B shall indicate the relation with Party A in his/her writing published.

(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。

Party B is obligated to lecture, supervise exams, and instruct in internships of students in person. Supervision of students' theses shall be managed in accordance with the regulations of the employment 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。

If Party B cannot deliver a lecture for due cause, he/she shall make up the class, or Party A will invite a substitute teacher as appropriate and deduct the hourly pay from Party B's compensation.

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：

**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。

**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 Paragraphs 3 to 6 of Item 6 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。

**Termination of contract during the period of employment: where one of the circumstances set forth in Paragraph 1 of Item 6 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 as specified in Item 6 of 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。

**Suspension of contract during the period of employment: managed in accordance with Items 7 to 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。

**Severance payment: if the Contract Faculty is not employed upon expiration of the contract and no circumstance set forth in Items 6 to 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 equal to half a month's average salary for every full year of employment, and pro-rated if the period of employment lasts less than one full year in accordance with Article 12 of the Labor Pension Act.**

(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。

**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.**

二十一、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原則及相關法令規定辦理。

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：

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，所有專案教師一體適用)
  - 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: (according to Paragraph 3 of Item 6, this applies to all 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: (according to Paragraph 4 of Item 6, this apply only to teaching set forth in subparagraph of Paragraph 1, Item 3):
  - 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專案教師適用)
  - 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 (according to Paragraph 5 of Item 6, this applies only to Industry-University R&D 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。

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：411台中市太平區中山路二段57號



代表人：校長 0 0 0

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 411

Representative: President 0 0 0

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 Immigration Agency if an ID card of the R.O.C. is not applicable).

Tel.:

中 華 民 國 年 月 日

Date: