

教師離校進修、研究或講學合約

Contract for Faculty Members Leaving for Study, Research, or Lecture

甲方：國立交通大學

(August 25, 2014)

Party A: National Chiao Tung University

乙方：

先生（女士）

Party B: Mr./ Ms. _____

茲因乙方提出申請並經甲方同意乙方前往講學 研究 進修（以下簡稱離校研修），期間自 年 月 日起至 年 月 日止，並議定條件如下：

Party B applied for lecture research study (hereafter referred to as “Studying”) from / / to / / (DD/MM/YY) and obtained Party A’s approval on the following conditions:

第一條 甲方給予乙方帶職帶薪 年 月（自 年 月 日起至 年 月 日止）；留職停薪 年 月（自 年 月 日起至 年 月 日止）。
Article 1 Party A approved Party B’s leave with pay from / / to / / (DD/MM/YY) and leave without pay from / / to / / (DD/MM/YY).

第二條 申請人於出（回）國前（後）五日內應填寫出、回國通知單送人事室，俾辦理動態通知單送相關單位停、復薪及扣發交通費等事宜。
留（停）薪期間有關全民健保選擇轉出（繼續參加或停保）、公務人員保險選擇續（退）保等表格及問題，請另洽人事室承辦人。
Article 2 The applicant must complete the departure and arrival form and submit it to the personnel office within five days before and after their departure and arrival dates, respectively, so that the personnel office can submit notification forms to relevant units for matters such as ceasing and resuming salaries and deducting transportation costs. During periods of leave with or without pay, please contact personnel office regarding forms and problems for National Health Insurance continuation or termination and civil servant insurance renewals (or cancellation).

第三條 乙方應於離校研修期間屆滿後二個月內或依申請研修類別按期提報進修、研究或講學報告，進修者並應附就讀學校之成績單備查。該報告之著作財產權依著作權法有關規定約定歸屬甲方所有。

Article 3 Party B must submit study, research, or lecture reports within two months after completing the Studying period or submit the reports periodically depending on the Studying category; those pursuing further studies must attach their corresponding transcripts for verification. The property rights to the reports belong to Party A according to relevant regulations based on copyright law.

第四條 乙方申請延長期間，至遲應於期間屆滿前二個月，檢具有關證明文件，向甲方提出申請並經甲方依規定完成同意程序後辦理。

Article 4 Applications for extensions must be submitted to Party A no less than two months prior to completing the Studying period; the application, which must include relevant supporting documents, will be approved after Party A completes the approval procedure in accordance with relevant regulations.

第五條 乙方在國外期間，應遵守研修學校所在國家之法令，且不得有損害甲方名譽之言行。如有違反，依教師法相關規定處理。

Article 5 When abroad, Party B must abide by local laws and regulations and must not engage in conduct that can damage the reputation of Party A. Failure to conform to this rule will result in disciplinary action based on relevant regulations specified in the Teachers' Act.

第六條 乙方應於離校研修期限屆滿時返回甲方服務，並於服務義務期間經過後始得離職。帶職帶薪部分之服務義務期間為帶職帶薪期間之兩倍；留職停薪部分之服務義務期間與留職停薪期間相同，服務義務期間如奉准借調者，應於借調期滿後補足。乙方未依約定返回甲方服務者，應賠償相等於帶職帶薪期間所給予之補助及所領之薪給總額，或留職停薪期間校方所支應之代課鐘點費及其他必要費用。中途離職者，按比例賠償。

Article 6 Party B must return to Party A and serve after completing the Studying period and may be granted another leave only after completing service obligations. The period of service obligation for those who applied for leave with pay is double the period of leave with pay; the period of service obligation for those who applied for leave without pay

equals the period of leave without pay. When Party B receives permission to temporarily transfer during their service obligation period, the obligation must be compensated after the completion of the temporary transfer period. If Party B fails to return to Party A, Party B must compensate the exact amount that Party A has expended, including the funding provided and the total salary during leave with pay or hourly fees and other necessary costs pertaining to the substitutes hired during Party B's leave of absence without pay. If Party B ceases service during the service obligation period, they must provide proportional compensation.

第七條 乙方違反本校「教師申請離校進修研究或講學辦法」返校擔任專任教師之服務義務者應於甲方通知期限內一次賠償相等於帶職帶薪期間所領薪津之金額及各項補助費，或留職停薪期間校方所支應之代課鐘點費及其他必要費用。

Article 7 If Party B violates the service obligations to return and serve as full-time faculty members based on the NCTU Regulations for Faculty Members Applying for Leave to Study, Research, or Lecture, they must, within Party A's specified deadline, make a single compensatory payment inclusive of salary and funding amounts that Party A expended during the period of leave with pay or hourly fees and other necessary costs pertaining to the hired substitutes during the period of leave without pay.

第八條 乙方除應遵守本契約之各項約定外，並須遵守相關法令、原提供公費之單位及甲方之有關規定。

Article 8 In addition to conforming to each article of this contract, Party B must also abide by relevant laws and regulations, the rules specified by units that provide government funds, and relevant regulations stipulated by Party A.

第九條 就本合約所生訴訟，甲乙雙方均同意以臺灣新竹地方法院為第一審管轄法院。

Article 9 Litigations with respect to this contract are agreed by both parties to be held at the Taiwan Hsinchu District Court as the court of first instance.

第十條 本合約書一式二份，分別由甲、乙雙方各執存一份。

Article 10 This contract comprises two copies provided to Parties A and B, respectively.

簽約人：

Signee:

甲方：

Party A:

代表人：校長

(簽章)

Representative: Principal

(signature)

乙方：

(簽章)

Party B:

(signature)

服務單位及職稱：

Service unit and job title:

身分證字號：

Identification number:

住址：

Address:

聯絡電話：

Contact Number:

中 華 民 國 年 月 日

Date: / / (DD/MM/YY)

* The Chinese version of this contract shall prevail in case of any discrepancy or inconsistency between Chinese version and its English translation.