

國立交通大學約聘研究人員契約書

NCTU Contract for Contract Research Fellows

2014.8.15

國立交通大學（下稱甲方）為提昇學術水準，加強延攬人才，特依據「國立交通大學約聘研究人員聘任及升等審查辦法」聘任
君（下稱乙方）為 _____，雙方訂立條款如下：

National Chiao Tung University (hereafter referred to as Party A), in order to enhance academic standards and talent recruitment, specifically based on “NCTU Regulations for the Appointment and Promotion Review of Contract Research Fellows,” appoints _____ (hereafter referred to as Party B) as _____ . Both parties agree to abide by the terms and conditions of this contract:

一、以約聘 _____ 致聘，薪俸月支底薪（比照本校專案教學人員待遇標準支薪） _____ 元。

1. Party A appoint Party B as _____ (Contract Research Fellow/ Contract Associate Research Fellow/ Contract Assistant Research Fellow). The basic salary of NT\$ _____ shall be paid monthly (in accordance with payment standards for NCTU project teaching experts).

二、約聘單位：

2. The appointing unit:

三、約聘期間：自 ____年__月__日起至____年__月__日止，約聘期滿，得由原提聘單位依程序提請續聘，如未於聘期屆滿前提出續聘申請，即視為不續聘，本聘約並於聘期屆滿自然中止。

3. Contract duration: From _____ to _____. Contract renewal applications shall be submitted by the original appointing unit in accordance with relevant regulations before the expiration of the contract; otherwise, renewal of employment will be denied. Termination shall take effect immediately on the date of expiration of the employment contract.

四、工作時數：約聘研究人員每週至少應留校五全日。

4. Working hours: A weekly on-campus presence of a minimum of five full work days is required of all NCTU contract research fellows.

五、約聘研究人員之差假、審查及升等，比照甲方專案教學人員之規定辦理。受聘者均應參加勞工保險及全民健保，並比照「各機關學校聘僱人員離職儲金給與辦法」之規定辦理離職儲金。

5. Contract research fellows' leave, review, and promotion shall be processed according to Party A's regulations for project teaching experts. The appointee must register for the labor insurance and national health insurance schemes, and apply for contribution benefits in accordance with Regulations of Pay-as-you-go Contribution Benefit for Personnel Serving in all Organizations and Schools under a Civil Contractual Relationship.
- 六、約聘研究人員不得專任校外職務及課務，如有兼職兼課情形應依照有關法令規定辦理。
6. Under no circumstances should NCTU contract research fellows engage in full-time administrative or teaching positions at institutions other than NCTU. In cases of part-time positions, either as teachers or in other job functions, all the matters shall be in accordance with relevant laws and regulations.
- 七、約聘研究人員，其在所屬單位之權利與義務，依該所屬單位之約定辦理。
7. The rights and obligations of contract research fellows in an affiliated unit should be handled in accordance with the agreements of the affiliated unit.
- 八、約聘期間，乙方願接受甲方工作上之指派，並遵守甲方之一切規定；任期未屆滿前離職，乙方應於生效日前一個月內以書面告知甲方，並附列理由。
8. During the contract duration, Party B should accept the work duties assigned by Party A and comply with all the regulations of Party A. If Party B wishes to leave before the expiration of his/her contract, he/she shall submit a written document explaining his/her reasons for leaving within one month before the effective date of departure to Party A.
- 九、本契約書如有未盡事宜，依照教育部「國立大學校院校務基金進用教學人員研究人員及工作人員實施原則」、「國立交通大學約聘研究人員聘任及升等審查辦法」及相關規定辦理。
9. Matters that are not specified in this contract shall be dealt with in accordance with the "Implementation Principles of the Endowment Fund for Teaching Faculty, Researchers, and Staff at National Universities", "NCTU Regulations for the Appointment and Promotion Review of Contract Research Fellows", and other relevant regulations.
- 十、所謂「研發成果」係指乙方於甲方任職期間內，乙方因執行研究或產學合作案而產出之專利權、著作權、積體電路佈局、營業秘密、電腦軟體、專門技術 (know-how) 及其他技術資料等智慧財產權。

前項研發成果智慧財產權之歸屬，依據專利法、著作權法、營業秘密法及其他智慧財產權相關法令，乙方除與甲方另有事前個案書面簽呈、契約另有約定並經甲方執行單位同意、或政府機關出資補助計畫另有規定外，其財產權歸屬於甲方，其人格權仍歸屬於創作人。甲方依法擁有之財產權得為相關之處分行為。

10. The “research and development outputs” refer to the intellectual property rights, including patent rights, copyrights, integrated circuit layouts, trade secrets, computer software, know-how, and other technical information that are developed by Party B through conducting research or industry-academia cooperation projects during the contract duration in which Party B serves Party A.

Regarding the ownership of the intellectual property rights arising from these research and development outputs, in accordance with the Patent Act, Copyright Act, Trade Secret Act, and other regulations related to intellectual property rights, the economic rights belong to Party A, and the moral rights belong to the inventor, unless otherwise arranged through a prior petition signed between Parties A & B, other agreements granted by the decision unit of Party A, or stipulations in a government-funded grant program. The property rights legally owned by Party A may be a relevant act of disposition.

十一、乙方保證於任職期間及離職後均嚴守保密之義務。非經甲方書面同意，絕不以任何方式使其他第三人知悉或持有而使用或實施任何甲方或創作人之研發成果或技術秘密，更不得自行利用或以任何方式使第三人利用甲方或創作人之研發成果或技術秘密。

11. Party B agrees to adhere to the obligations of confidentiality during the employment period and after leaving the post. Unless given written permission from Party A, Party B shall not in any way let another third party know, obtain, use, or implement any research and development outputs or technical secrets belonging to Party A or the inventor. Party B must not make unauthorized use, or in any manner allow a third party to make use of the research and development outputs or technical secrets belonging to Party A or the inventor.

十二、乙方同意應盡善良管理人之注意保管義務，於任職期間採取必要保護措施，維護所知悉或持有甲方或創作人之研發成果或技術秘密，以保持其機密性。

12. Party B agrees to be under obligation to take full responsibility in the duty of superintendence. While holding the post, Party B shall take all necessary

precautions for maintaining the confidentiality of learned or possessed research and development outputs or technical secrets belonging to Party A or the inventor.

十三、乙方於離職時，除私人用品外，應將保管屬於甲方或第三人授權甲方之任何物件及資訊（不論記錄於何儲存媒介），不論原件或影印本，一律返還甲方，不得私自留存，且應立即交予甲方或其所指定之人並辦妥相關手續。其受甲方請求返還時亦同。

13. When Party B leaves the post, excluding their personal belongings, all materials and information (regardless of storage medium), which are in the custody of Party A or are authorized by a third party to Party A, either originals or photocopies, shall be returned to Party A or a designated person and not privately retained, which must be achieved by completing the relevant procedures. The same procedures should be followed whenever requested by Party A.

十四、乙方非經前僱主之書面授權，其於甲方任職期間之職務行為，絕不引用或使用任何專屬前僱主所擁有之技術秘密。並保證不將他人未合法授權之研發成果或技術秘密揭露予甲方，致使甲方使用或自行使用於職務上。

14. Without written authorization documents from previous employers, Party B shall never cite or use any technical secrets belonging to previous employers while serving Party A. Party B agrees not to reveal any research and development outputs or technical secrets that are not legally authorized to Party A in order to prevent the misuse of these outputs or secrets by Party A or B.

十五、乙方若違反本契約之規定，甲方除得終止雙方聘任或雇傭關係外，甲方尚得請求乙方賠償甲方因此所受之損害或併追究乙方洩密之責。

15. If Party B fails to abide by the agreements in this contract, Party A may not only terminate the appointment or the employment relationship, but also request Party B to compensate Party A for any losses incurred and take actions against Party B because of Party B's disclosure breach.

十六、本契約書一式四份，雙方各執一份，餘由甲方分別存轉。

16. Four original copies of this contract exist; both parties shall each retain an original copy, and Party A will use the two remaining copies to store or forward to related parties.

立契約人 甲方：國立交通大學
地址：新竹市大學路 1001 號
代表人： (簽名蓋章)
乙方： (簽名蓋章)
住址：
身分證 (護照) 字號：

Contractor Party A: National Chiao Tung University
Address: 1001 University Road, Hsinchu, Taiwan 300, ROC
Representative: (Signature/seal)
Party B: (Signature/seal)
Address:
I.D. (passport) number:

中 華 民 國 年 月 日

Date: _____

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