“This agreement is made in Traditional-Chinese. The present translation is for your convenience only. Only the Traditional-Chinese version is legally binding. In case of a conflict between the Traditional-Chinese language version of this agreement and any version or translation of this agreement in any other languages, the Traditional-Chinese version shall prevail.”

**EMPLOYMENT AGREEMENT**

Passed by the first meeting of University Fund Management Committee on September 26, 2018

The parties described below herewith conclude the following agreement:

|  |
| --- |
| **Employer:** National Kaohsiung University of Science and Technology,  represented by (Signature/Seal) |
| **Address:** No. 415, Jiangong Rd., Sanmin Dist., Kaohsiung 80778, Taiwan |
| **Employee:**  (Signature/Seal) |
| **Address:** |
| **Passport number:** |
| **Alien Resident Certificate number:** |

## Duration and job title

This is a fixed-term agreement for the employment of University Fund Project Teaching Personnel (Rank of positions: Lecturer/ Assistant Professor/ Associate Professor) at the                                                              ,

beginning               (insert month/ date/ year) and extending to a date not beyond              (insert month/ date/ year).

## 2. Remuneration

**2.1** The salary of the employee is based on his or her rank of positions, and is equivalent to the salary of permanent full-time teaching personnel of the same position classification, and starts from the lowest salary range.

**2.2** If the agreement has been renewed after one year’s employment, the employee may apply for a pay raise that is equivalent to that of the full-time teaching personnel.

**2.3** The employer stipulates the pay date of the employee in accordance with its payroll system.

## 3. Duties

**3.1** The employee is required to perform teaching, service, counseling, research work, and other related tasks assigned by the employer. The employee is subject to supervision, assessment, and evaluation.

**3.2** Depending on actual requirements, academic units may set supportive measures, and attached as an appendix to supplement this agreement. Matters not provided for herein shall be governed by the provisions of other relevant laws

**3.3** Depending on actual requirements, the employer may adjust or change the tasks and job location of the employee.

## 4. Term of employment

**4.1** The term of appointment shall be one year in principle. The agreement can be renewed annually but the accumulated period of appointment shall not exceed 3 years. If granted a prolonged-term due to teaching or other special matters, then it shall not be subject to this restriction.

**4.2** If the employer does not intend to renew the agreement with the employee, the employer shall provide one-month prior notice to the employee.

## 5. Basic teaching hours

**5.1** The basic teaching hours of the employee is six hours more than that of permanent full-time teaching personnel. The overtime hourly rate and the hourly rate of the employee is equivalent to that of permanent full-time teaching personnel. Overtime hours include hours spent on teaching at other schools.

**5.2** If the employee fails to meet the basic teaching hours for two consecutive semesters, or for three accumulated semesters, at the end of that semester, the employment agreement shall terminate unconditionally.

## 6. Leaves, benefits, insurances and other rights

**6.1** The leave request regulation of the employee is equivalent to that of permanent full-time teaching personnel.

**6.2** Benefits of the employee are equivalent to that of university fund personnel.

**6.3** The employer shall help the employee to contribute pension in accordance with the Labor Pension Act, or shall refer to the “Regulations for Separation Fund Payment for Government Organization or School Employee” to allocate contribution benefits for the employee. The amount that the employee intends to contribute to the fund will be deducted from the salary by the employer.

**6.4** Insurance: If the employee meets the requirements to be insured by the Labor Insurance Act and the National Health Insurance Act, the employer shall arrange insurance coverage for the employee. In case of agreement termination, the employer shall apply for the cancellation of insurances for the employee.

**6.5** Work part-time outside of the university: the regulation is equivalent to that of permanent full-time teaching personnel.

## 7. If the employee wants to undertake a research project or project of subsidies, the related contract shall be signed by the employer. In case the employee cannot sign the contract, it shall be gain approval from the employer in accordance with its administrative procedures.

## 8. Certain regulations do not apply to the employee, such as regulations pertaining to leave without pay, research leave, lecturing abroad, further studies and research, retirement, bereavement payment, living allowance or children’s education subsidies. Moreover, based on the letter issued by the Ministry of Labor dated June 23, 2008 (code: 勞動1字第0970130317號函), this contractual relationship does not apply to the Labor Standards Act.

## 9. The employee shall obey the following acts and regulations: “Gender Equity Education Act”, “Gender Equality in Employment Act”, “Sexual Harassment Prevention Act”, “Regulations on the Prevention of Sexual Assault, Sexual Harassment, and Sexual Bullying on Campus”, our “Regulations on the Prevention of Sexual Assault, Sexual Harassment, or Sexual Bullying on Campus”, and related regulations of our “Measures of Prevention, Correction, Complaint and Punishment of Sexual Harassment at Workplace”.

The employee shall not develop relationships in violation of professional ethics when conducting teaching, guidance, training, assessment, management, counseling or job offers that may involve gender or gender-related interpersonal interaction.

The employee shall take initiative to excuse himself or report to the school when there is a concern that the relationship with a student is in danger of professional ethics violation.

The employee shall respect the gender or physical autonomy of oneself and others, and avoid unwanted pursuit behavior. When dealing with gender or gender-related conflicts, the employee shall not resort to force or violence.

## 10. Notice period

During the term of this agreement, the employee shall not terminate this agreement earlier than specified without proper reason. The employee shall give a written notice of resignation one month in advance. If the approval is granted, the employee may leave the school after the completion of resignation procedures in accordance with the regulation of the employer. In the case of contractual breach, the employee shall pay an amount that is equal to the sum of two months’ wage in punitive damage to the employer. If the employee failed to pay the damage, the issue will be documented on the resignation certificate and the employer will take legal action.

**11. Termination of the agreement**

**11.1** This agreement may be terminated anytime with the consent of both parties.

**11.2** If the employee violates the provision of Paragraph 1, Article 14 of the “Teachers’ Act” or Article 31 of the “Act of Governing the Appointment of Educators”, the Teacher Evaluation Committees may terminate the agreement after deliberation. This measure also applies to cases of teacher incompetence, breach of the employment agreement, gross negligence, and breach of the school’s policies or regulations.

**11.3** Both parties agree that this agreement shall terminate automatically upon the expiration of the term. The employee shall not make any claim to the employer.

**11.4** Upon termination of this agreement, the employee shall take resignation procedures in accordance with the employer’s regulations, and transfer all the tasks and properties that the employee managed. If the transfer has not been completed before the employee left school, the employer may freeze relevant benefits and take legal action.

**12.** The rights and obligations of both parties are regulated by the agreement. Any matter not mentioned herein shall refer to the “Enforcement Rules Governing the Appointment of Teaching Personnel, Researching Personnel and Staff by the National University Fund”, the school’s “Implementation Directions Governing the Appointment of Project Teaching Personnel by the University Fund” and other related regulations.

**13.** If it is necessary to enter into another contract due to the restructuring of academic units, the employee shall not reject, but comply therewith. The employee agrees to comply with the present agreement and its potential amendments. The provisions of this agreement are deemed to be severable. If any provision of this agreement is deemed void or non-mandatory by the competent court, this agreement shall remain in force in all other respects.

## 14. Conflict resolution

This agreement shall be governed and construed in accordance with the laws of the Republic of China. Both parties hereto consent to the exclusive jurisdiction of Taiwan Kaohsiung District Court, and agree that the local labor administration governing authority will serve as the mediator to resolve any dispute between both parties.

## 15. This agreement is made in six originals in Traditional-Chinese, each party has received one.

## 16. This agreement is made and entered into on             (insert month/ date/ year).