(*The English version is for reference only.*)

National Pingtung University Employment Contract

Version 114.8

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National Pingtung University and Principal Investigator (or Applicant) (hereinafter referred to as "Party A")

Contractor: _____ (hereinafter referred to as "Party B")

Both parties hereby agree to enter into this employment contract under the following terms and conditions for mutual compliance and performance:

I. Contract Effective Date and Project Duration:

■ **Employment Period:** From ____ (Year) ____ (Month) ____ (Day) to ____ (Year) ____ (Month) ____ (Day). Party B is hired as a **Temporary Staff / Part-time Student Worker of the Department of Physical Education**. Upon expiration of the term, this contract shall terminate, and Party B shall complete resignation or insurance withdrawal procedures in accordance with relevant regulations.

■ **Executing Project:**

Executing Unit	
Principal Investigator	
Project Title (Grant No.)	
Commissioning Agency	
Project Execution Period	

II. Place of Work:

☐ Location of Party A.

☐ Location mutually agreed upon by both parties: _____

III. Job Description:

Party B shall accept the direction and supervision of Party A and perform the following duties. Party A shall not require Party B to perform duties other than those listed below:

Assisting with administrative affairs of the department office.

IV. Wages:

(I) Wage Compensation:

☐ Monthly wage, monthly salary: NT$ _____.

☐ Daily wage, daily rate: NT$ _____.

☐ Hourly wage, hourly rate: NT$ _____.

(II) Wage Payment:

1. Both parties agree that the monthly payday shall be the ____ day of the following month. If the payday falls on a regular holiday or rest day, wages shall be paid in advance. Payment methods shall follow Party A's prescribed procedures.

If Party A is unable to pay wages on schedule due to delayed project funding or force majeure, Party A shall obtain Party B’s written consent before changing the wage payment date.

2. **Learning-oriented Student Assistants:** If submitted for payment by Party B’s service unit on or before the 30th day of the current month (or earlier if it falls on a holiday), the previous month’s stipend will be issued in a lump sum on or before the 20th day of the following month; if submitted after the 30th day of the current month and on or before the 10th day of the following month (or earlier if it falls on a holiday), the previous month’s stipend will be issued in a lump sum on or before the 30th day of the following month; late submissions will be issued in the next payment batch; submissions made past the current fiscal year will be funded from the service unit’s budget for the following fiscal year.

(III) Party A shall not deduct Party B’s wages in advance as liquidated damages or compensation for damages.

V. Working Hours and Rest Periods:

(I) Party B’s regular working hours: ☐ ____ hours per month; ☐ ____ hours per week; ☐ ____ hours per day.

(II) Party B’s daily working hours shall not exceed eight (8) hours.

(III) Party B shall have a rest period of at least thirty (30) minutes after working continuously for four (4) hours.

(IV) Party B shall report to and leave work at the times specified by Party A, and cooperate with Party A’s prescribed attendance recording methods. Party B shall not be late, leave early, or be absent without leave. Party A shall record Party B’s daily clock-in, clock-out, and rest times to the exact minute.

(V) **If Party B is a Learning-oriented Student Assistant:** Working hours shall comply with the regulations of not exceeding eight (8) hours per day and eighty (80) hours every two weeks; for foreign students, working hours shall not exceed twenty (20) hours per week.

VI. Overtime:

(I) When Party A extends agreed working hours with Party B’s consent, for the portion of daily working hours exceeding agreed hours but not exceeding the regular working hours stipulated by the Labor Standards Act (hereinafter referred to as the "LSA"), wages shall be paid: ☐ at the agreed wage rate; ☐ other: _____. For the portion exceeding the regular working hours stipulated by the LSA, overtime pay shall be calculated and paid or compensatory leave granted in accordance with Article 24 of the LSA.

(II) Extended working hours combined with regular working hours shall not exceed twelve (12) hours per day, and total extended working hours shall not exceed forty-six (46) hours per month.

(III) When working overtime, Party B shall follow Party A’s overtime application procedures.

(IV) Party B may refuse work outside regular working hours due to health or other justifiable reasons.

VII. Regular Holidays, (Special) Leave, and Leave of Absence:

(I) Party B shall have two (2) days off in every seven (7) days, of which one (1) day is a regular holiday and one (1) day is a rest day.

(II) **(Special) Leave and Leave of Absence** shall be handled in accordance with relevant labor laws and the University's regulations on leave and business trips for faculty and staff. When Party B meets the eligibility requirements for special leave, upon notification by Party A, Party B may schedule the special leave dates independently, with the principle of taking all leave before the end of the year or prior to resignation. However, if Party A has operational needs, Party A may negotiate with Party B to adjust the scheduled dates of special leave.

(III) When Party A needs to extend working hours due to operational requirements, it shall be handled in accordance with Article 32 of the LSA. For overtime required by Party B's duties, wages shall be paid in accordance with Article 24 of the LSA; however, if Party B agrees to take compensatory leave at a later date, Party A will not approve overtime pay.

(IV) When taking leave, Party B shall complete leave application procedures in accordance with Party A's regulations.

VIII. Work Standards:

(I) **Work Discipline:** Party B shall perform duties under the direction and supervision of Party A or its agent, fulfill duties faithfully without negligence or shirking of responsibility, and abide by Party A's administrative rules and regulations.

(II) **Computer Software Usage Principles:** Party B shall not install unauthorized software on the computers of Party A or its agent. Prior consent from Party A or its agent must be obtained before installing legally authorized software.

(III) **Gender Equality at Work Principles:** Both Party A and Party B shall comply with the Gender Equality in Employment Act, the Gender Equity Education Act, other gender equality laws and regulations, and the Educational Fundamental Act.

(IV) **Others:** Party B shall comply with the "Ethics Guidelines for Civil Servants." Any matters not covered herein shall be handled in accordance with the "Regulations on Learning and Labor Rights Protection for Student Part-time Assistants in Special Research Projects" established by Party A.

IX. Protection of Party B's Rights and Interests:

(I) **Insurance:** On Party B's onboarding date, Party A shall enroll Party B in Labor Insurance and Employment Insurance in accordance with the law.

(II) **Retirement:**

☐ Party A shall contribute to Party B's Labor Pension in accordance with relevant labor laws and regulations.

☐ Party A shall contribute to Party B's Labor Retirement Reserve Fund (for students from Hong Kong, Macau, or foreign countries) in accordance with relevant labor laws and regulations.

(III) **Occupational Accidents:** In the event of an occupational accident suffered by Party B, Party A shall bear occupational accident compensation liability in accordance with the LSA. However, if compensation has already been paid by Party A for the same accident pursuant to the Labor Insurance Act or other laws and regulations, Party A may claim an offset.

(IV) **Prohibition of Employment, Age, and Gender Discrimination, and Prevention of Sexual Harassment:**

1. Party A shall implement the provisions regarding the prohibition of employment discrimination under the Employment Service Act, the prohibition of age discrimination under the Middle-aged and Elderly Employment Promotion Act, and the prohibition of gender discrimination, prevention of sexual harassment, and measures for promoting equality at work under the Gender Equality in Employment Act.

2. Party A shall establish a dedicated hotline, fax, mailbox, or email address for handling sexual harassment complaints and publicly display relevant information in a prominent place at the workplace. If Party B suffers sexual harassment, Party A shall take immediate and effective corrective and remedial measures upon becoming aware of it, conduct an investigation upon accepting the complaint, impose disciplinary action on the relevant personnel if the investigation substantiates the claim, and notify Party B of the outcome.

(V) **Occupational Safety and Health:** Party A shall handle occupational safety and health matters at the workplace in accordance with the Occupational Safety and Health Act and its related regulations to safeguard Party B’s health, safety, and welfare.

X. Confidentiality Obligations:

(I) For any business-related information of Party A or its agent that Party B becomes aware of, comes into contact with, or obtains through the performance of duties, Party B shall take necessary confidentiality measures to fulfill confidentiality obligations. Unless required by law or with Party A’s written consent, Party B shall not arbitrarily disclose, inform, or transfer such information to any third party, assist a third party in obtaining such information and confidential content, or publish it externally. Party B shall also not use such business-related information for the benefit of themselves or any third party.

(II) Upon resigning from Party A or upon request by Party A or its agent, Party B shall immediately return all supplies, equipment, or business documents and materials belonging to Party A, and shall not retain copies in any form.

(III) Party B’s confidentiality obligations under this contract shall not lose their effect due to the termination, revocation, invalidity, or non-establishment of this contract. In the event of a breach, Party B shall bear relevant civil and criminal legal liabilities.

XI. Recusal from Employment:

(I) Both Party A and Party B shall comply with the provisions of Point 11, Paragraph 1 of the "Directions for the Employment and Utilization of Contracted Personnel by the Executive Yuan and Its Subordinate Agencies and Schools," which states: "The head of an agency shall not employ their spouse or relatives by blood or marriage within the third degree as contracted personnel of the agency or its subordinate agencies. For supervisors at all levels of the agency, their spouses and relatives by blood or marriage within the third degree shall recuse themselves from employment in the units under their supervision." In the event of a violation, Party A may terminate the employment contract without prior notice in accordance with Article 12 of the LSA.

(II) Party B warrants that they are not subject to recusal from employment as stipulated in the preceding paragraph. If there is any violation or false statement causing Party A to rely on it mistakenly and suffer potential damage, Party A may terminate the employment contract in accordance with Article 12, Paragraph 1, Subparagraph 1 or Subparagraph 4 of the LSA.

XII. Intellectual Property Rights Clause:

(I) The intellectual property rights referred to in this contract include, but are not limited to, patents, trademarks, copyrights, and trade secrets as defined by law.

(II) For any conceptions, concepts, discoveries, inventions, improvements, formulas, processes, manufacturing techniques, works, or trade secrets completed or created by Party B in the course of performing duties during the service period, regardless of whether copyright, patent rights, trademark rights, or other rights have been obtained, all related rights and interests (including but not limited to ownership and application rights):

☐ Shall belong exclusively to Party A. Without the consent of Party A or its agent, Party B shall not reproduce, claim, or apply for registration as the intellectual property of themselves or any third party in any form.

☐ Other agreed matters: _____

XIII. Termination of Contract:

(I) Unless otherwise agreed in this contract, if either Party A or Party B wishes to terminate the employment contract, it shall be handled in accordance with the relevant provisions of the LSA.

(II) If Party B falls under any of the following circumstances, Party A may terminate the contract without prior notice in accordance with Article 12, Paragraph 1, Subparagraph 4 of the LSA:

1. Having been convicted by a final judgment of an offense under Article 2, Paragraph 1 of the Sexual Assault Crime Prevention Act.

2. Having been confirmed through investigation by the school's Gender Equity Education Committee or a relevant committee established by law to have committed sexual assault, sexual harassment, or sexual bullying.

3. Having been penalized under the Child and Youth Sexual Exploitation Prevention Act, or under Article 20 or Article 25 of the Sexual Harassment Prevention Act.

4. Having been penalized by social welfare competent authorities at any level under Article 97 of the Protection of Children and Youths Welfare and Rights Act.

(III) Upon termination of this contract, Party B shall hand over all duties under their charge within a specified period in accordance with the regulations or instructions of Party A or its agent.

XIV. Governing Law:

This contract shall be governed by the laws of the Republic of China (Taiwan). Any matters not stipulated herein shall be handled in accordance with other relevant laws and regulations.

XV. Amendment of Contract:

This contract may be amended in writing upon mutual agreement of both parties or due to changes in laws and regulations.

XVI. Jurisdiction by Agreement:

Any disputes or controversies arising out of or in connection with this contract shall be resolved through negotiation by both parties in good faith. In the event of litigation, both parties agree that the Taiwan Pingtung District Court shall be the court of first instance.

XVII. Counterparts:

This contract is executed in two (2) original counterparts, with Party A and Party B each retaining one (1) counterpart, and the remaining copies kept on file by the administrative unit.

Contracting Parties:

Party A: National Pingtung University and Principal Investigator (or Applicant)

Representative: President Yung-Sen Chen

Principal Investigator (or Applicant): _____ (Signature/Seal)

Service Unit and Title: _____

Address: No. 4-18, Minsheng Rd., Pingtung City

Party B: _____ (Signature/Seal)

National ID / ARC No.: _____

Statutory Agent: _____

(If Party B is under eighteen (18) years of age, consent and signature/seal of the statutory agent are required)

Phone: _____

Address: _____

Date: _____ **(Year)** ____ **(Month)** ____ **(Day)** ***(Republic of China Calendar / Common Era)***

Remarks:

1. Pursuant to Article 9 of the LSA and its Enforcement Rules, temporary, short-term, seasonal, and specific work may be the subject of fixed-term employment contracts, whereas continuous work shall be the subject of non-fixed-term employment contracts. Where Party A and Party B enter into a fixed-term contract based on a specific project or relevant regulations, the basis, purpose of the work, and specific work content achievable within a fixed period shall be clearly stated in the contract. If the working period of a specific fixed-term employment contract exceeds one (1) year (including periods extended beyond one year), the employment contract shall be submitted to the Department of Labor and Youth Development, Pingtung County Government for recordation.
2. Regarding the agreement on the monthly payday in Article 4, Paragraph 2, Subparagraph 1, Party A should consider Party B's living needs, and it is recommended that the payday not be later than the 20th day of the following month.
3. In the event of a labor-management dispute between Party A and Party B, the dispute may be resolved expeditiously through mediation or arbitration procedures in accordance with the Act for Settlement of Labor-Management Disputes.
4. If Party B is a minor, consent and signature or seal from their statutory agent must be obtained when signing the employment contract.
5. The agreed wage amount in Article 4 and the agreed working hours in Article 5, when converted into a monthly salary system, shall not be lower than the basic wage calculated proportionally to working hours, or under an hourly wage system, shall not be lower than the amount announced by the Executive Yuan.