**Employment Contract for Chang Gung University Non-established Full-time Staff**

Contract prepared by: Chang Gung University　(Hereinafter referred to as Party A)

 (Hereinafter referred to as Party B)

In order to clarify the rights and obligations of Party B while working for Party A, both parties agree to enter into this contract with the following terms and conditions and comply with them.

(1) Job title and contract period：

 (1.1) Job title: Party A employed Party B as　　　　　　　（Department）（Job Title）.

 (1.2) Contract period：From the date of the Republic of China (same as below)

 year month day to year month day.

Upon expiration of the contract, the employer-employee relationship between the two parties will be automatically terminated, and Party B shall give full cooperation to complete the resignation process.

(2) Job description: Party B accepts the instructions and supervision of Party A and engages in the following tasks and matters assigned by the supervisor(s).

□ Staff for research projects

Name of the research project to be engaged in: , Case Number: , Sources of funding:

□ Contract-based administrative staff (including job substitutes or other short term business)

Specific job description: , Case Number: , Sources of funding:

□ Others, please specify:

(3) Workplace：

Workplace of Party B is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the principal investigator of Party A may relocate Party B to a new workplace if necessary to perform the work specified in this contract.

(4) Working Hours：

 (4.1) The working hours of Party B are based on the principle of 8 hours per working day, and the total number of hours per week is 40 hours in accordance with the teaching and administrative needs, and the working day calendar of the school with the implementation of the "rest on Saturday and Sunday" system. Working hours can be adjusted flexibly with the mutual agreement of both parties.

 (4.2) When Party B is a female, Party A may ask Party B to work after 10 pm only after obtaining her consent.

 (4.3) If the normal working hours of the day reach ten hours, the extended working time shall not exceed two hours.

 (4.4) When it is necessary to extend the working hours or work during holidays, Party B shall apply the extension of the working hours and overtime in accordance with Party A's working regulations.

(5) Leave application, public holidays, annual leave, special leave, and granted leave:

(5.1) Leaves are processed according to Party A's "Employee Working Rules for the Personnel Governed by the Labor Standards Act" and "Management Guidelines for Administrative Staff on Fixed-term Contract" or “Guidelines for Research Project Personnel Management” (depending on the role of Party B).

(5.2) Party B agrees with Party A to coordinate with the working calendar of the school to flexibly adjust public holidays.

(5.3) Special leave will be handled in accordance with Party A’s regulations.

(5.4) Party B shall have a two-day break every seven days, one of which is a holiday and the other is a day off. Due to research or business needs, the working hours shall be adjusted to at least two days off every two weeks. The total holidays and rest days should be at least eight days within four weeks.

(6) Salary or wages：

(6.1) Salary or wages shall be paid by Party A in accordance with the remuneration guidelines of the “Chang Gung University Research Project Personnel Management” or the “Management Guidelines for Administrative Staff on Fixed-term Contract”.

(6.2) Salary shall be paid in full on a monthly basis, and Party B agrees that Party A shall pay the previous month's salary on the 5th day of each month.

(6.3) If the service is not complete for a month, the amount is calculated based on the actual number of working days. The amount of daily salary payment is calculated by dividing the full month salary by the number of 30 days, and the amount is rounded to the nearest dollar.

 (6.4) Party A shall, in accordance with the Labor Insurance Act and relevant regulations, insured Party B with labor insurance, national health insurance and new labor pension scheme. Party B shall cease to receive payment and cease to be insured from the date of resignation. (Research assistants are funded under research projects).

(7) Termination of contract：

 (7.1) When Party B works for Party A, Party B shall abide by all the regulations of Party A, comply with the instructions and supervision of superiors representing Party A and perform their duties to the best. If Party B violates any relevant provisions of Party A or significant circumstances in this contract or the regulations of the Labor Standards Act, Party A may terminate the contract without giving any notice.

 (7.2) During the employment period, Party A may terminate the contract earlier in accordance with the Labor Standards Act if Party B fails to perform the work or meet the requirements of the Labor Standards Act.

 (7.3) Party B shall provide Party A advance notice for resignation in accordance with Article 15 Clause 2 and Article 16 Clause 1 of the Labor Standards Act.

 (7.4) The termination of the employment contract shall be handled in accordance with the Labor Standards Act. Party B shall give full cooperation to complete the handover and the resignation process and shall not take or copy any work information without permission. If Party B breaches the contract and causes Party A to suffer damage or loss, Party B shall compensate for the damage or loss of Party A.

(8) Party B shall abide by the Gender Equity Education Act, the Act of Gender Equality in Employment, the Sexual Harassment Prevention Act and other relevant gender equality acts and regulations, and the provisions of Party A's workplace sexual harassment preventive measures, appeals and disciplinary measures.

(9) Party A shall be the owner/author of the work produced by Party B during the execution of the business. If the results are developed into patents or other intellectual property rights, their ownership shall be handled in accordance with Party A's relevant works, research and development achievements, patent application and maintenance management and technology transfer management measures or other relevant laws and regulations.

(10) Party B agrees that Party A may collect, process and utilize the personal data of Party B for management and related business purposes, and that Party A can provide these personal data to third parties for external cooperation or business contact purposes. However, Party A shall protect Party B's personal data in accordance with the relevant provisions of the Personal Information Protection Act.

(11) Other matters：

(11.1) Without the permission of Party A, Party B shall not perform any other concurrent duties, whether full-time or part-time, within or outside the school or participate in other research projects.

(11.2) Any information that Party B obtains or keeps during the execution of business or research projects shall be kept in confidential permanently and shall not be disclosed to any third party. Party B shall have a permanent confidentiality obligation on the above matters and shall continue even after resignation.

(11.3) Party A shall terminate this contract upon expiration of this contract or due to the suspension of the project, insufficient funds or other unpredictable circumstances, or Party B violates the working regulations or the Labor Standards Act. Party B shall immediately execute resignation process.

(11.4) This contract may be terminated at any time within the contract period upon mutual agreement of both parties, but Party B shall not require Party A to issue compensation or any other fees for other conditions.

(11.5) Upon expiration or termination of this contract, unless both parties agree to enter into a new contract, the employer-employee relationship shall be ended. Party A shall not be responsible to notify Party B, and Party B shall not, for any reason, request to change the fixed-term labor contract to the non-fixed term labor contract.

(11.6) The leave of absence, service, welfare, safety and health, rewards and penalties, assessment, retirement, training and other related matters during the service of Party B for Party A shall be handled in accordance with Party A's working regulations, relevant personnel regulations and relevant acts and regulations.

(12) Other bases for rights and obligations：

The rights and obligations of Party A and Party B shall be handled in accordance with the provisions of this contract. Matters that are not covered by this contract shall be handled in accordance with the Labor Standards Act, relevant government laws and regulations, Party A's working regulations and relevant personnel regulations (officially announced on Party A's website "Chang Gung University Office of Personnel – Rules and Regulations"). Party B is well noted.

(13) Complementary effect of statutes and group agreements：

When the matters stipulated in this contract are contradictory to the provisions of the group agreement or relevant government regulations, they shall be handled in accordance with the provisions of the group agreement or relevant laws and regulations.

(14) Contract revision：

 This contract can be amended in writing at any time with the consent of both parties.

(15) Contract storage：

This contract is made in triplicate, and Party A shall hold two copies, and Party B shall hold one copy.

Contract prepared by：

 Party A：Chang Gung University

 President：Dr. Ming-Je Tang (Signature/Chop)

 Contact Address：No. 259, Wenhua 1st Road, Guishan District, Taoyuan City, Taiwan.

 Project supervisor： (Signature/Chop)

 Party B：　　　　　 　　 (Signature/Chop)

 Identity Card Number：

 Correspondence Address：

 Contact Number：

Republic of China Year Month Day

Statement of Veracity / Declaration (Mandatory for Research Assistant)

I am assigned as a full-time assistant to the research project supervisor. I am not the spouse or relatives by blood within 4 degrees, or relatives by marriage within 3 degrees of the research project supervisor, the research project co-supervisor and the head of department. If there is a violation, or not providing true facts, I am willing to bear legal and contractual responsibilities, as evidenced by this statement of veracity/declaration.

Applicant： (Signature/Chop)