

元智大學專題研究計畫約用兼任助理勞動契約書 Yuan Ze University Employment Contract for Research Project Assistant

元智大學（以下簡稱甲方）為專題研究計畫執行需要，擬用_____君（以下簡稱乙方）為甲方兼任助理人員，為明定乙方於甲方從事勞務提供期間之權利義務，雙方特訂立本勞動契約共同遵守以下條款：

Yuan Ze University (hereafter referred to as Party A) for the purpose of assist research projects, shall employ _____ (hereafter referred to as Party B) as part-time research assistant. In order to establish the rights and responsibilities between the parties A and B under this employment, both parties shall adhere strictly to the following contractual terms:

一、乙方從事勞務提供之專題研究計畫名稱：_____

Research Project : _____

二、工作期間：自中華民國_____年_____月_____日起至_____年_____月_____日止。

Employment duration : From A.D. _____ (Y) _____ (M) _____ (D) to _____ (Y) _____ (M) _____ (D)

三、工作時間：依實際任務指派工作時間。

Working hours : Task dependent.

四、工作處所：乙方接受甲方之指揮監督，由甲方視業務需要為指派範圍，必要時並得派往甲方所在地以外之其他地點執行本契約所定之工作。

Location : Party B agrees to submit to the authority of Party A insofar as it relates to professional matters and work in all necessary locations as required by Party A.

五、工作內容：乙方接受甲方及甲方代理人指揮監督，並恪守甲方工作規則及要點規範，從事業務或計畫有關工作事項及其他甲方代理人交辦事項。

Job description: Party B agrees to submit to the authority of Party A and the deputy of Party A insofar as it relates to professional matters and abides by all norms and regulations as set by Party A. This includes all office duties and other work related to being a teacher's assistant assigned by Party A.

六、工作報酬：由甲方代理人及乙方雙方議定為☐月薪制（每月新臺幣_____元）☐時薪制（依勞基法規定）。除雙方另有約定者外，甲方應為乙方辦理勞工保險及勞工退休金新制。乙方自離職日起應即停薪、退保。

Remuneration: Both Party B and the deputy of Party A agree to ☐monthly salary (_____ NT dollars per month) or ☐hourly payment (according to Labor Standards Act). Except as otherwise agreed by both parties, Party B shall be eligible to receive labor insurance. On the day Party B leaves his or her position, both salary and insurance will be terminated.

七、乙方於擬用期間應善盡職守接受甲方工作上之指派，並遵守甲方之相關規定，如因工作不力、違反本契約或有關規定經查證屬實者，甲方得終止本契約，並即辦理退保事宜。乙方違反本契約致甲方受有損害時，應負損害賠償責任。

Party B should complete all work assigned by Party A with professional diligence and adhere to all regulations set by Party A. If it is verified that work is not satisfactory, the contract is violated, or regulations are not adhered to, Party A can terminate the contract and has the authority to handle all such related matters. Party B will be liable for all damages caused by the breaking of this contract.

八、乙方於擬用期間如因特別事由申請中途離職時，應依有關規定向甲方提出申請，經甲方同意並辦妥離職手續後，始得離職。

Party B could release the duty during the contract period of time only with the approval from Party A and should complete the existing procedure.

九、乙方應遵守性別平等教育法、性別工作平等法、性騷擾防治法等相關性別平等之法令規定。

Party B must abide by the “Gender Equity Education Act”, the “Act of Gender Equality in Employment”, the “Sexual Harassment Prevention Act”, and other equality related regulations.

十、乙方就職務上所持有或知悉之一切文件、資訊或其他業務上機密，不論屬於甲方或第三人所有，乙方均應善盡保密之義務，不得於職務目的範圍以外使用或洩漏於他人。如有違反，乙方應負刑事及民事賠償責任。

Any knowledge, information, or documents belonging to Party A or a third party to which Party B becomes privy to must be kept confidential. Such matters should not be disclosed to anyone not related to the work. If there are violations, Party A may take disciplinary action and pursue civil liability.

十一、乙方同意甲方為資訊管理及各項相關業務目的範圍內，得就乙方之個人資料進行蒐集、處理及利用，並得為對外合作之聯繫或業務往來需求提供予第三人。乙方並同意甲方依個人資料保護法相關規定保護乙方之個人資料。

Party B agrees to information management and related services within the scope of employment, to have their personal data collected, processed, and utilized, and to allow such data to be shared with a third party in the course of professional communication or cooperation. Party B also agrees that Party A shall abide by the “Personal Information Protection Act” and all related regulations to protect the personal data of Party B.

十二、本勞動契約未盡事宜，悉依其他相關法令規定辦理。

Matters not covered by this contract fall under other relevant regulations and laws.

十三、本契約一式二份，甲乙雙方各執一份。

This contract exists in duplicate; each party holds a copy.

立契約人 This contract is binding for :

甲方 Party A：元智大學 Yuan Ze University

乙方 Party B：_____（簽名 Signature/ 蓋章）

地址 Address：桃園市中壢區遠東路 135 號

身分證明文件號碼 ID No.：_____

135 Yuan-Tung Road, Chung-Li, Taiwan 32003, R.O.C.

（無中華民國身分證者，請填統一證號 Passport No. or ARC No.）

校長 President：廖慶榮 Liao, Ching-Jong

法定代理人 Legal Representative：_____（簽名/ 蓋章）

計畫主持人(PI)：_____（簽名 Signature/ 蓋章）

（簽名 Signature/ 蓋章，未滿 20 歲者，須法定代理人簽章）

用人單位主管 Director：_____（簽名 Signature/ 蓋章）

戶籍地址 Permanent Address：_____

聯絡電話 Telephone：_____

中華民國 年(Year) 月(Month) 日(Date)