

Yuan Ze University Key points for managing students on research scholarship (SRSs) and part-time research assistants (PRAs)

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1. YZU has specifically formulated these key points to standardize the guidelines for protecting the rights and interests of SRSs and PRAs in terms of their learning areas and employment relationships when they participate in research. The purposes are to promote their diversified learning, provide them with peace of mind when they pursue their studies, and in general, contribute toward talent cultivation in institutions of higher learning. The regulations are prepared in accordance with the Ministry of Education's (MOE) "Guiding Principles for Protecting the Rights and Interests of SRSs in Colleges and Above" (henceforth referred to as "MOE's guiding principles") and the Ministry of Labor's (MOL) "Guiding Principles for the Protection of Labor Rights and Interests of PRAs in Colleges and Above" (henceforth referred to as "MOL's guiding principles").
2. These key points encompass two categories: SRSs and PRAs.
 - i. SRSs refer to YZU students who serve as research assistants and whose main purpose and scope are learning in accordance with Item 4 of the MOE's guiding principles.
 - ii. PRAs refer to YZU students who provide labor services for remuneration in accordance with Item 2 of MOL's guiding principles and have a subordinate relationship with YZU. Those in contractual or other non-employment relationships shall be handled in accordance with the relevant laws and regulations.

The relationship between YZU (its various units, project leaders, or faculty members) and the other party (SRSs or PRAs) shall be confirmed in printed documents. The other party shall be fully informed of their rights and obligations.

3. SRSs are not involved in an employment relationship with remuneration. They participate in teaching and research activities with learning as the main purpose and scope as follows:
 - i. The activities are part of some courses or dissertation research, or comprise a condition for graduation.
 - ii. The aforementioned courses, dissertation research, or graduation requirements are independently regulated by YZU in accordance with the "University Act" and "Junior College Act," and include internship courses, fieldwork exercises, experimental research, or other learning activities.
 - iii. The courses, dissertation research, or graduation requirements shall be applicable to local and foreign students, overseas Chinese students, and students from Hong Kong, Macao, and mainland China.
 - iv. Those who comply with the previous three items and do not provide any labor services or actual work other than learning activities.
4. SRSs refer to students who have received research scholarships to publish papers or to meet their graduation requirements, and who participate in research projects or attend research courses related to their own research. They assist in the implementation of related research under the guidance of their tutors and study and engage in research practice with the purpose of enhancing their research capabilities and producing research results.

Under the aforementioned guidelines, the project units or tutors shall sign a printed consent form with the SRSs stating the areas of study. Research scholarships shall only be granted to those students who have undergone written reviews and have met the criteria for the awards.

1. The learning activities of the SRSs shall comply with the following principles:
 - i. The main purpose of the learning activities shall be directly related to the scope specified in Item 3, and the activities shall be conducted under the guidance of lecturers or tutors, and with the mutual consent of the SRSs and tutors.
 - ii. The corresponding courses, practical activities related to teaching, and guidance for dissertation research shall be clearly specified. The related learning criteria, evaluation methods, credits or graduation requirements, and forms of scholarship shall also be clearly defined and publicly announced.
 - iii. The tutors shall undertake actions to guide the SRSs in the learning of professional knowledge.
 - iv. The SRSs may receive scholarships or the necessary research, internship allowances or subsidies arising from the previous learning activities during the period of their participation in those activities.
 - v. Reference shall be made to the “Labor Standards Act” (LSA) with reference to the protection of the rights and interests or related insurances applicable for SRSs when they participate in learning activities. In addition to the original group insurance for students, commercial insurance shall be purchased to increase the scope of coverage and compensation amounts for occupational accidents.
 - vi. Those who have their student statuses revoked owing to various reasons—such as deferment of studies, withdrawal from studies, or graduation—are not allowed to serve as research assistants and may only be employed as temporary workers.
 - vii. The ownership of the copyrights of the research results related to the SRSs’ learning activities shall be governed by the following principles, unless otherwise agreed by both parties.
 - a. Ownership of copyrights:
 - For reports completed by the SRSs or dissertations prepared by master’s and doctoral students during their periods of study, the authors of the completed reports or dissertations shall own the copyrights (including the personality and property rights) in accordance with the “Copyright Act.” This is on the conditions that the supervising professors have only provided guidance for the concepts and do not participate in the writing and expression of the contents, and that the reports or dissertations are written by the SRSs themselves.
 - When the supervising professors not only provide guidance for the concepts but also participate in the writing and expression of the contents of the reports or dissertations mentioned in the preceding point, and they complete those reports or dissertations with the SRSs such that these are joint works for which the contributions of each party cannot be separated, the supervising professors shall be regarded as the co-authors of the reports or dissertations and jointly own the copyright to the works. The co-authorship (including the property and personality rights of the works) shall not be exercised until mutual consent has been established between the SRSs and the supervising professors.
 - b. Ownership of patent rights:
 - According to Article 5, Item 2 of the “Patent Act,” the SRSs themselves as the inventors/creators or designers of new models shall have the rights to apply to patent their research results, unless otherwise stipulated in the “Patent Act” or the contractual documents. They may apply to the Intellectual Property Office in accordance with Article 5, Item 1 of the “Patent Act.” However, if other persons (such as the supervising professors) have made substantial contributions to the output of the research results of the dissertations, the other persons may also be identified as co-inventors/co-creators.
2. If the SRSs deem that the measures or handling of learning activities during the courses are illegal or inappropriate, or damage their rights or negatively affect the stakeholders, they may notify the Students’ Grievance Review Committee (SGRC) in writing and file their appeals within 30 days from the day after the measures or handling were made or published. After their

appeals have been lodged, the faculties/colleges, program implementation units, or other learning supervisory units that they are attached to shall coordinate and handle the cases and provide written explanations. The students' appeals mentioned earlier shall be handled in accordance with "YZU's Regulations on the Handling of Students' Appeals."

7. PRAs shall first complete YZU's employment procedures before they commence work, and shall sign the labor contract no later than the date of employment. The contents of the contract being referred to shall include the terms of employment, work content and location, working hours, remunerations, rights and obligations, and other working conditions.
8. The remunerations for PRAs shall be handled by both the employers and employees in accordance with the relevant regulations, but the amount shall not be lower than the basic salary approved by the Central Competent Authority.
9. PRAs' remunerations shall be duly paid according to the timeframe agreed upon between both the employers and employees. Separate agreements may be made when there are special circumstances, such as when the funding agencies have not approved the subsidies to be granted. However, remunerations for work done shall not be withheld as liquidated damages or expenses for compensations.
10. When PRAs are required to work overtime due to business needs and have been designated by the project leaders, tutors, or other unit supervisors, they shall apply in advance and can only work overtime after concurrence by said project leaders, tutors, or other unit supervisors. If the approval procedures in accordance with the regulations are not complied with, any extra hours worked shall not be considered as overtime for payment. Those who have worked overtime may choose to take compensatory leave or receive overtime pay.
11. PRAs' leave shall be handled in accordance with the LSA, "Regulations on Leave-taking by Workers," "Gender Equality in Employment Act," and YZU's related regulations. Personnel who wish to go on leave or revise their working hours shall complete the relevant leave or shift procedures in advance. In case of sudden illness or emergency, the project leaders, tutors, or other unit supervisors shall be informed verbally to obtain their consent, after which a colleague can be entrusted to handle or follow up with the leave procedures. The leave and work duties of PRAs shall be handled by the project leaders, tutors, or other unit supervisors in accordance with YZU's related regulations and the LSA. Their attendance records shall be retained for five years from their date of resignation for record purposes.
12. For PRAs who assist or participate in the project leaders' implementation of the research results produced by their research projects, the related matters shall be handled in accordance with the following regulations unless otherwise agreed by both parties:
 - i. *Ownership of copyrights*: The students are one of the authors according to Article 11 of the "Copyright Act," and YZU shall enjoy the property rights of the copyright.
 - ii. *Ownership of patent rights*: The patent rights of the research results belong to YZU according to Article 7, Item 1 of the "Patent Act."
13. Upon the PRAs' commencement of employment, YZU (project leaders, tutors, and various units) shall abide by the relevant regulations—including the "Labor Insurance Act," "Employment Insurance Act," "National Health Insurance Act," and "Enforcement Rules of the Labor Pension Act"—and initiate the applications for additional insurance (transfer-in) and make contributions to labor pensions. Upon contract expiry or when the PRAs resign early, YZU shall also initiate the applications for surrendering the insurance (transfer-out) and to cease contributions to labor pensions. Unless there are special circumstances, the insurance premiums and labor pensions that the PRAs are to bear themselves shall be deducted from their salaries on a monthly basis by YZU, who shall make the payments on their behalf. If the aforementioned guidelines are not followed, the resulting expenses or penalties for violations shall be borne by the PRAs, project leaders, tutors, or unit supervisors.
14. When PRAs intend to resign before expiration of their contracts, they shall submit their notice of resignation according to the notice period stipulated in the LSA. After approval by the project

leaders, tutors, or other unit supervisors, the resignation procedures shall be completed before the effective date of the resignation and submissions shall be made for the issue of resignation certificates. If PRAs who resign without serving the requisite notice period cause any damages to YZU, YZU may demand compensation according to the law.

15. When the contracts are terminated by either the PRAs or YZU as stipulated in Articles 11, 12, and 14 of the LSA and YZU's regulations during the employment periods, the cases shall be processed according to the relevant provisions of the LSA.
16. Project leaders, tutors, or other unit supervisors and PRAs shall abide by the following items during the latter's employment period:
 - i. Spouses, relatives within three degree of kinships, and relatives-in-law of project leaders, tutors, or other unit supervisors are not allowed to work in the latter's supervisory units.
 - ii. PRAs shall attend work according to the working hours and sign in and out in person. Offenders shall be punished accordingly.
 - iii. Both parties shall abide by the "Occupational Safety and Health Act" and the relevant regulations.
 - iv. PRAs shall be modest, honest, prudent, proactive, and actively engage in work, and accept the instructions and supervision of the project leaders, tutors, or other unit supervisors.
 - v. PRAs are not allowed to leave work during the official working hours without the prior permission of the project leaders, tutors, or other unit supervisors.
 - vi. PRAs' work may be adjusted by YZU owing to business needs, but the adjustments shall not violate the provisions of the LSA.
 - vii. PRAs shall respect the psychological or physical autonomy of others and themselves, avoid unwelcome pursuits, and refrain from using coercive or violent means to deal with conflicts related to sex or gender.
 - viii. The employment of PRAs shall comply with the provisions of the "Employment Service Act" and "Gender Equality in Employment Act," and there shall be no employment discrimination.
17. The rights and obligations between YZU and PRAs shall be handled in accordance with the LSA and related labor laws in addition to the processing principles and these key points.
18. Any disputes over the identification of students as SRSs or PRAs shall be handled by YZU's SGRC. If either party is dissatisfied with the review results, they may seek mediation, arbitration, or ruling with the Competent Authority in accordance with the "Settlement of Labor-Management Disputes Act."
19. When the project leaders, tutors, other unit supervisors, or students serving as PRAs have disputes over the determination of the relationship between both parties, they may appeal to the SGRC within ten days from the day after signing the documents confirming the relationship.
20. If the PRAs consider that the measures or handling of labor rights and interests to be illegal or inappropriate, or cause damage to their rights or interests, they may file a complaint with YZU's units in charge. If they are dissatisfied with the results of the appeal, they may seek mediation, arbitration, or ruling with the Competent Authority in accordance with the "Settlement of Labor-Management Disputes Act."
21. The SGRC shall hold a meeting within 30 days from the date of receiving an appeal case on identity disputes. Unless there is a case of the review being rejected or suspended, the report on the review results shall be ready within two months from the day after receipt of the appeal case. If necessary, the deadline may be extended but the parties shall be duly notified. There shall only be a one-time extension, which shall not exceed one month at the maximum.
22. More than half of the SGRC members shall be present, and more than half of the members present shall agree before the review can be conducted. The review results shall be approved by more than half of all the members. YZU shall notify the parties and the project leaders, tutors, and other unit supervisors in writing within ten days after the review results are finalized.

23. These key points, as well as all subsequent revisions therewith, shall be duly adopted by the Administrative Council prior to implementation.