**Academia Sinica Project Part-time Employee Employment Contract**

By and between

Academia Sinica (hereinafter referred to as the “Employer”) and

○○○ (hereinafter referred to as the “Employee”)

The parties hereby enter into and agree to abide by the following terms and conditions:

1. The Employer has authorized ○○○Institute/Research Center to execute the Contract.

2. Term of Contract:

 □ The Employer is based on providing job opportunities to students in school, and the employment period is [MM/DD/YYYY] to [MM/DD/YYYY] (during the implementation period of the project and limited to the student's schooling period), the Employer employs the Employee as a regular part-time employee.

 □ The employment period starts from [MM/DD/YYYY] to [MM/DD/YYYY] (the probationary period starts from [MM/DD/YYYY] to [MM/DD/YYYY]), the Employer employs the Employee as an irregular part-time employee.

Project Title: 　　　　　　　; Project Number:　　　　　　　 Sponsor or Contract Organization:　　　　　　　; Project Term:　　　　　　　 Principal Investigator:

3. Job Duties:

The Employee accepts the command and supervision of the Employer and engages in the following work:

(1)

(2)

1. Work Location: ○○○Institute/Research Center. The Employee shall provide the services at the location of :　　　　　　　(including but not limited to the facilities of Academia Sinica).
2. Compensation:
3. Work Compensation and Computation: The Employee’s compensation is indicated as the checked description below. The compensation shall be exclusive of the attendance bonus, other benefits or subsidies. If the Employee is holding any concurrent position from any other project inside or outside Academia Sinica or any project of the National Science and Technology Council, he or she shall give the Employer a prompt notice without request.

□ Pay by the hour. Monthly Compensation: NT$ 　　　　　　　 only.

1. Compensation Payment: The parties agree that the compensation payment date will be the first day of the next month.
2. The Employer shall not withhold any part of the Employee’s compensation as liquidated damages or indemnification.
3. Work Hours and Rest Time:
4. The Employee’s work hours shall be: . The total monthly work hours shall not be less than \_\_\_\_ hours, and the monthly payment amount shall be divided by the total monthly work hours, and the hourly wage shall not be lower than the hourly basic wage stipulated in the Labor Standards Act.
5. The Employer may modify the work hours after mutual consultation and agreement, or based on the Employer’s policy as required for the actual duties. The Employee’s work hours shall not exceed 8 hours per day and 40 hours per week.
6. The Employee shall be entitled to at least 30 minutes of rest time after 4 consecutive hours of work.
7. The Employee shall come to work and leave work at the time specified by the Employer, and comply with the Employer’s attendance record policy. No tardiness, early exit or unexcused absence is allowed. The Employer shall record the Employee’s start time, end time, and rest time on any workday to the minute.

7. Overtime:

(1) The Employer may extend any part of the agreed work hours as agreed upon by the Employee. The compensation of any working time exceeding the agreed work hours each day but less than regular work hours specified by the Labor Standards Act shall be paid based on the regular rate; any working time exceeding the regular work hours specified by the Labor Standards Act will be subject to the overtime pay according to Article 24 of the Act. The sum of the extended working time and the Employee’s regular work hours shall not exceed 12 hours per day. The extended hours shall not exceed 46 hours per month.

(2) The Employee shall follow the Employer’s procedures to work overtime.

(3) The Employee may refuse to accept any work beyond the regular work hours due to health issue or other reasonable cause.

8. The granting of leave, leave application, regular day off and annual leave shall be handled in accordance with the relevant regulations of the Employer, and the Employee shall leave the job after completing the leave application procedures. Matters not stipulated are governed by the Labor Standards Act, the Guidelines for Employment of Part-Time Workers, the Act of Gender Equality in Employment, the Regulations of Leave-Taking of Workers and other relevant regulations. The days of annual leave shall be arranged by the Employee. However, the Employer may negotiate with the other party for adjustment based on urgent business needs or the Employee’s personal factors. The Employer shall inform the Employee to arrange annual leave according to regulations when the Employee meets the conditions for annual leave. For the Employee’s annual leave, the Employer shall pay compensations for the days not taken due to the end of the year or the termination of the contract.

9.Occupational Accident and Ordinary Injury/Sick Benefits:

 The Employer shall comply with the Labor Standards Act, the Act for Protecting Worker of Occupational Accidents, the Labor Insurance Act, the Employment Insurance Act and other relevant regulations.

10. Pension Reserve: The Employer shall □appropriate labor pension □appropriate termination pay savings (for foreign employees) for the Employee according to labor laws.

11. Insurance and Welfare:

(1) The Employer shall provide labor insurance, employment insurance and national health insurance for the Employee according to the Labor Insurance Act and National Health Insurance Act.

(2) During employment, the Employee is entitled to the welfare facilities provided by the Employer according to the Employer’s regulations.

12. Health and Safety: The parties shall comply with the Occupational Safety and Health Act and relevant laws and regulations.

13. Recusal of Appointment:

The parties shall follow Paragraph 1, Article 11 of the “Remarks on Appointment and Operation of Temporary Staff of the Executive Yuan and Subordinated Authorities and Schools,” in which it is specified that no minister of any authority shall hire the spouse, any blood relative or in-law within three degrees of consanguinity as temporary staff of the authority or a subordinated authority. The spouse, any blood relative or in-law within three degrees consanguinity to the Principal Investigator (PI) or Co-PI of a contract organization’s project may not hold a position as employee. The PI and Co-PI shall follow the rules of recusal.

The Employee undertakes that no identity subject to the foregoing recusal requirement applies. (See the declaration attached hereto.) In case of any violation or misrepresentation, misleading the Employer and casing potential damages, the Employer may terminate the employment contract according to Articles 12.1.1 or 12.1.4 of the Labor Standards Act.

14. Any work or work (research) results produced by the Employee during the appointment (employment) under the Employer’s project or during the statutory work period shall be owned by Academia Sinica. The intellectual property rights to and in the foregoing work or work (research) results shall be subject to the “Remarks on Managing Academia Sinica Copyrights,” the “Academia Sinica Regulations for Ownership and Utilization of Scientific and Technological Research and Development Achievements” and relevant regulations.

15. Services and Disciplines:

(1) The Employer shall follow the Employer’s rules, perform the job duties according to the Employer’s direction and supervision, loyally discharge the job duties, and maintain a humble, honest, prudent, active and prompt attitude toward the job.

(2) The Employee agrees to comply with the provisions of the “Agreement on Ownership and Confidentiality of Research and Development Achievements by Academia Sinica Laboratory Personnel” (Chinese and English version attached), and shall not disclose any research and technical secret of the Employer to his or her knowledge even after the resignation.

(3) The Employee shall follow the direction and supervision of the manager of each level (or any managerial person) of the Employer.

(4) The Employee shall not be absent from the workplace during work hours unless permitted by the manger.

(5) The Employee shall participate in the educational program, training and meeting coordinated by the Employer.

(6) The Employee is employed as a part-time employee for the current project and shall not hold any research position of other type for the same project.

(7) The Employee shall abide by the Employer’s information security related regulations. If any illegal behavior occurs due to personal use of computers or software, the Employee shall bear relevant civil compensation and criminal liability.

(8) If the employee has been employed as a part-time employee of the Project, any violation of academic ethics and integrity shall apply to the “Code of Ethics for Academia Sinica Research Fellows and Research Specialists.”

16. Termination of Employment Contract:

Early termination of the labor contract between the parties shall be subject to the Labor Standards Act and applicable regulations. The Employee shall promptly notify the Employer upon any situation that may disqualify the Employee to be the part-time employee of the present project. The Employer may terminate the contract if the appointment is in violation of Article 13 of Recusal of Appointment. If the part-time employee is a graduate or undergraduate student, he or she will be disqualified from holding such position from the date listed on the school’s certificate of suspension.

17. When resigning, the Employee shall complete the exit process, specify the reasons of resignation and sign in person. The Employee shall be liable for any damage to the common property.

18. Grounds of Rights and Obligations:

The rights and obligations of the parties during employment shall be subject to the provisions hereunder. Any matter not prescribed herein shall be subject to the Labor Standards Act and the Employer’s internal regulations.

1. Contract Modification: The Contract may be modified in writing from time to time upon the parties’ agreement.
2. The Contract is governed and construed by the laws of the Republic of China. The parties agree that any legal dispute arising from the Contract shall be adjudicated by the Taiwan Shilin District Court as the court of first instance.
3. Counterparts: The Contract is executed in 2 counterparts, respectively retained by one party but all of which shall together constitute the same instrument.

Signed by:

Employer: Academia Sinica

Legal Representative: ○○○

Authorized Signatory:

(Director of the Institute/Research Center)

Employee:

Legal Representative:

ID Number:

Home Address:

Date: (MM/DD/YYYY)

中央研究院研究室人員研發成果歸屬與保密同意書

依104年9月1日院本部主管會報決議修訂

本人為中央研究院(下稱本院) 研究所(中心)所屬「研究室」(研究室主持人： 博士)之人員，為確認於本院聘僱期間內從事學術研究產出之研發成果歸屬與執行研發成果保密措施，謹同意以下事宜：

1. 本人同意因執行本院學術研究工作所產生之構想、概念、發現、發明、改良、公式、程序、製造技術、著作及相關智慧財產權等研發成果(下稱研發成果)，皆屬職務上之成果，其歸屬、運用依「中央研究院科學技術研究發展成果歸屬及運用辦法」、「中央研究院著作權處理要點」及其他相關規定辦理。
2. 前條研發成果之申請、登記及相關權利保全措施，本人負無償之協力義務。
3. 本人保證於從事學術研究時，無故意侵害他人智慧財產權或剽竊他人研發成果之行為。
4. 本人就下列事項，負保密義務並採取適當之保密措施：
5. 所有於「研究室」執行研究計劃有關之討論內容、文件、紀錄、圖片、手稿、程式、計畫、資料庫及其他相關資料，包括但不限於以文字、聲音、影像、軟體等形式紀錄者；
6. 研究室主持人以書面或口頭表示，應加以保密者；
7. 研究室主持人指定僅供特定人聽閱或利用者；
8. 尚未公開於大眾週知或他人無法依正當合法途徑探知者。
9. 對於前條所定之資訊，非經研究室主持人事前以書面同意，本人不得：
10. 提供、交付或以任何方式或因任何原因而公開、洩漏移轉予第三者，但經研究室主持人許可之研究室內部學術討論不在此限。
11. 擅自使用於非研究室主持人所指定或委託之工作內容。
12. 擅自複製、照相或以其他方式複製全部或部份內容。
13. 以任何方式提供第三人使用或參考，或為任何侵害本院及研究室主持人權益之行為。
14. 上開資訊如經對外公開或解除機密性後，本人不負前二條之保密責任。
15. 於聘僱期間內，非經研究室主持人事前書面同意，本人不得為自己或第三人從事與所屬研究室相同之研究計畫，亦不得其從事類似或相關連之計畫。

本人不得提供第三人與前述計畫相關之顧問意見，但學術研究之討論不在此限。

1. 若有違反前述任一事宜者，本人願承擔相關法律責任。
2. 本同意書效力依中華民國法律，如有爭訟以臺北地方法院為管轄法院。

**Agreement on Ownership and Confidentiality of Research and Development Achievements by Academia Sinica Laboratory Personnel**

Prescribed on September 17, 2015

I am one of the personnel of the [laboratory] (hereinafter referred to as "Laboratory"), headed by principal investigator Dr. [name] (hereinafter referred to as "PI") under the [institute name] Institute of Academia Sinica. In order to determine the ownership of the research & development achievements based on my research during my employment with Academia Sinica and protect the confidentiality of such R&D achievements, I hereby agree to the following:

1. I agree that any pre-proposals, concepts, discoveries, inventions, improvements, formulas, processes, manufacturing techniques, works and relevant intellectual property rights ("R&D achievements") generated from research in Academia Sinica shall be deemed the results of performance of official duties, and the ownership of the R&D achievements shall be governed by the Regulations for Ownership and Utilization of Scientific and Technological Research and Development Achievements of Academia Sinica, the Guidelines for Copyrights of Academia Sinica, and other applicable laws and regulations.
2. I shall be obligated to assist in applying for registration of, or other relevant preservation measures for the R&D achievements under the preceding article, without remuneration.
3. I guarantee that while undertaking the academic research, I will not intentionally infringe any third party's intellectual property rights or plagiarize any third party's R&D achievements.
4. I am obligated to keep the following information confidential and to take appropriate measures against any disclosure thereof:

(1) All the discussions, documents, records, drawings, manuscripts, programs, plans, databases, and other relevant information, including but not limited to any written, audio, visual or software records, in connection with the research projects conducted at the Laboratory.

(2) Information to be kept confidential, as instructed by the PI in writing or orally.

(3) Information that only the persons designated by the PI may listen to, read or use.

(4) Information that has not yet been made public, or that no third parties have any legitimate access to.

1. Without the prior written consent of the PI, I shall not do any of the following acts with respect to the information in the preceding article:

(1) Providing, delivering, or making known or disclosing to third parties the information in any way or for any reason, except for academic discussions at the Laboratory with the permission of the PI.

(2) Unauthorized use of the information in any work not assigned by the PI.

(3) Unauthorized copying, photocopying, or other means of reproducing all or part of the information.

(4) Providing the information in any way to third parties for use or reference, or any other acts infringing any rights or interests of Academia Sinica or the PI.

1. As soon as the above information is made known to the public or is declassified, I shall be released from the nondisclosure obligation under the preceding two articles.
2. During my employment with Academia Sinica, without the prior written consent of the PI, I shall not, for myself or a third party, participate in any project identical to the projects conducted by the Laboratory, or any similar or associated projects.

I shall not provide third parties with any consultation in connection with the projects characterized in the preceding paragraph, except for academic research discussion.

1. If I breach any part of this Agreement, I will be liable for the breach.
2. This Agreement shall be governed by the laws of Taiwan, and any disputes or lawsuits arising out of this Agreement shall be submitted to the jurisdiction of the Taiwan Taipei District Court.