

中國醫藥大學臨時工勞動契約

China Medical University Temporary Employment Contract

立契約人 中國醫藥大學(以下簡稱甲方) 雙方同意簽訂勞動契約條款如下，以資共同遵守履行：

_____(以下簡稱乙方)

Parties to the Contract: China Medical University (Party A) and _____ (Party B). Both parties agree to the following:

一、契約期間：自_____年_____月_____日起，至_____年_____月_____日止。

Employment period: From ○ Y ○ M ○ D Until ○ Y ○ M ○ D.

※凡起聘日為研究人員申請單簽准日當日(含)之前者，本勞動契約將自動修正以研究人員申請單簽准日之次次日為起聘日。

※If the employment commencement date is on or before the approval date of the Research Personnel Application Form, the commencement date shall automatically be amended to the second day following the approval date.

二、工作職稱及工作內容：

Job Title and Duties:

請勾選 Please select	身分別 Title	工作內容 Duties
☐	計時工讀生 Part-Time Student Worker	● 活動或典禮前準備、彩排、場地佈置、接駁服務、接待報到、司儀主持、拍照等及其他相關支援事宜 Preparation and rehearsal for events or ceremonies, venue setup, shuttle services, reception and registration, emceeing, photography, and other related support services ● 環境清潔、收發公文、資料輸入、行政雜務等 Environmental cleaning, document handling, data entry, administrative duties, and other miscellaneous tasks ● 其他交辦事項 Other assigned duties
☐	課業輔導小老師 Academic Tutor	● 課業輔導教學 Academic tutoring and instruction ● 其他交辦事項 Other assigned duties
☒	計畫臨時工 Project Temporary Worker 計畫補助單位 Project Funding Unit：(請填寫) 計畫會計代號 Project Accounting Code：(請填寫) 計畫主持人姓名 Project Investigator：(請填寫) 計畫主持人任職系所 Department/Institute of PI：(請填寫)	● 執行研究計畫項下工作 Performing duties under the research project ● 其他交辦事項 Other assigned duties
☐	其他 Others	(請詳列工作內容) (Please specify)

三、工作地點：中國醫藥大學校本部、分部、各校區及其他附屬機構，必要時得由甲方視工作實際需要指定安排。

Work Location: The main campus, branch campuses, other campuses, and affiliated institutions of China Medical University (CMU), as designated by Party A based on actual work requirements.

四、工資：

乙方於契約期間以雙方議定之工資如下，甲方不得預扣乙方工資作為違約或賠償費用，甲方於每月15日一次發放前月工資，如發放日遇例假日、休假日、休息日時，則順延一個工作日發放：

☐時薪：日間時薪新台幣_____元；夜間時薪新台幣_____元；例假時薪新台幣_____元

☐日薪：新台幣_____元

Remuneration: Party B shall be paid the remuneration agreed upon by both parties during the term of this Contract. Party A shall not withhold any portion of Party B's remuneration as a penalty for breach of contract or as compensation. Payment shall be made on the 15th day of each month for the remuneration earned in the preceding month. If the payment date falls on a national holiday, public holiday, or rest day, payment shall be made on the following business day.

□ Hourly Rate: Daytime hourly rate: NTS _____; nighttime hourly rate: NTS _____; hourly rate for regular holidays: NTS _____ □ Daily Rate: NTS _____

五、工作時間及休息時間：

Working Hours and Rest Periods:

(一)乙方正常工作時間：每月_____小時。

Party B's regular working hours shall be _____ hours per month.

(二)乙方工作時間每日不超過8小時；繼續工作4小時，至少應有30分鐘之休息。

Party B's working hours shall not exceed 8 hours per day. Party B shall be provided with a rest period of at least 30 minutes after 4 consecutive hours of work.

(三)乙方應按甲方規定之時間上、下班，並配合甲方規定記錄出勤狀況之方式辦理，不得遲到、早退或曠職。乙方於出勤日上、下班及休息時間之紀錄，甲方應記載至分鐘為止。

Party B shall report for and leave work in accordance with the working hours prescribed by Party A and shall comply with Party A's attendance recording procedures. Party B shall not be late, leave early, or be absent without leave. Party A shall record Party B's working hours and rest periods on each working day to the minute.

六、請假、例假、休假、特別休假及相關之給假：

Leave, Regular Holidays, Rest Days, Special Leave, and Related Leave Entitlements:

(一)依勞動基準法、性別工作平等法、勞工請假規則、甲方訂定之工作規則及相關法令規定辦理。

Such matters shall be handled in accordance with the Labor Standards Act, Act of Gender Equality in Employment, Rules of Leave-Taking of Workers, the work rules established by Party A, and other applicable laws and regulations.

(二)乙方同意甲方配合本校行事曆彈性調整例假日。

Party B agrees that Party A may flexibly adjust regular holidays in accordance with the University's academic calendar.

(三)乙方每七日中應有二日之休息，其中一日為例假，一日為休息日。其工作時間得因研究或業務需要，調整成每二週內至少應有二日之例假，每四週內之例假及休息日至少應有八日。

Party B shall have two days of rest every seven days, including one regular holiday and one rest day. Due to research or business needs, working hours may be adjusted such that Party B shall have at least two regular holidays within every two-week period and at least eight regular holidays and rest days within every four-week period.

七、天然災害發生出勤規定：為保護乙方生命 safety 及甲方之業務服務需求，雙方同意依「天然災害發生事業單位勞工出勤管理及工資給付要點」約定乙方之出勤管理、通勤協助及工資事項。

Attendance During Natural Disasters: To protect Party B's safety and to meet Party A's operational and service needs, both parties agree that Party B's attendance management, commuting assistance, and remuneration shall be handled in accordance with the Guideline for Business Entities to Handle Employee Turnout and Salary during Natural Disasters.

Party A shall enroll Party B in Labor Insurance and National Health Insurance, and make pension contributions to Party B's individual account with the Bureau of Labor Insurance in accordance with applicable laws and regulations.

Party A shall provide benefits for occupational and non-occupational injuries or illnesses in accordance with applicable laws and regulations.

Party A shall not require Party B to submit any physical identification documents, bank cards, or bank passbooks.

Contract Termination:

The termination of this Contract by either Party A or Party B shall comply with the Labor Standards Act and other applicable laws and regulations.

Upon expiration of the employment period or resignation by Party B, Party B shall complete the procedures for transferring out of Labor and Health Insurance and transferring the labor pension account. Any costs arising from failure to complete such procedures as required shall be borne by Party B.

Upon termination of this Contract, Party B shall complete the handover of duties within the specified period in accordance with Party A's instructions.

Party B shall notify the Principal Investigator if undertakes any other position or participates in any other project. Without the Principal Investigator's approval, Party B shall not concurrently undertake any other position or participate in any other project, whether within or outside the University.

Duties and Discipline:

Party B shall perform duties under Party A's direction and supervision, faithfully fulfill assigned duties, and comply with Party A's personnel regulations and work rules.

Party B shall not install unauthorized software on Party A' s computers and shall obtain Party A' s prior approval before installing any software.

Party B shall not use or disclose any data collected or research results obtained in connection with the project during the term of this Contract without Party A's consent. Intellectual property rights arising from research conducted by Party A shall belong to Party A. Any violation shall be subject to dismissal in accordance with the relevant provisions of the Labor Standards Act. If such violation involves unlawful gain, the matter shall be handled in accordance with the law.

Party B shall keep confidential any business, technical, or personal information of service recipients obtained in the course of employment and shall not disclose or misuse such information. This confidentiality obligation shall survive the termination of this Contract. Any breach shall be subject to applicable civil and criminal liabilities.

During the employment period, Party B shall comply with the Gender Equity Education Act, the Gender Equality in Employment Act, the Sexual Harassment Prevention Act, the Regulations on the Prevention of Sexual Assault, Sexual Harassment, and Sexual Bullying on Campus, and other applicable regulations. Party B shall not engage in relationships in interactions involving sex or gender that violate professional ethics.

Matters not provided for in this Contract shall be handled in accordance with the Labor Standards Act, applicable government laws and regulations, the regulations of the funding or commissioning institution, and CMU's relevant guidelines.

In the event of litigation, both parties agree that the Taiwan Taichung District Court shall have jurisdiction as the court of first instance.

This Contract is executed in triplicate, with one copy retained by each of Party A, Party B, and the Principal Investigator.

Parties to the Contract:

Party A : China Medical University

President : Ann-Shyn Chiang

Principal Investigator:

Address : No. 100, Sec. 1, Jingmao Rd., Beitun Dist., Taichung City 406040

Party B

ID no:

Address:

Phone:

Legal Representative

(signature/stamp)

(Not required if Party B is 18 years of age or older.)

Date ○ Y ○ M ○ D

文件編號	CMU-PIMS-D-006-人事室	機密等級	內部使用	版次	1.0
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中國醫藥大學個人資料提供同意書

China Medical University Agreement of Personal Data Collection

※ 本校蒐集您的個人資料在「個人資料保護法」與相關法令之規範下，蒐集、處理及利用或傳輸您的個人資料。本告知聲明依據個人資料保護法第八條之規定，於蒐集您的個人資料時進行法定告知義務。

紀錄編號 Record no: _____

1、機構名稱：中國醫藥大學

Institution: China Medical University

2、蒐集單位：人力資源室

Office: Office of Human Resources

3、蒐集個人資料之目的¹：

本室辦理人身保險、人事管理（包含離職及所屬員工基本資訊、現職、薪資待遇、差勤、福利措施、褫奪公權、特殊查核或其他人事措施）、入出國及移民、犯罪預防、刑事偵查、執行、矯正、保護處分、犯罪被害人保護或更生保護事務、全民健康保險、勞工保險、農民保險、國民年金保險或其他社會保險、存款與匯款、行政執行、行政裁罰、行政調查、法制行政、契約、類似契約或其他法律關係事務、原住民行政、退撫基金或退休金管理、教育或訓練行政、勞工行政、場所進出安全管理、就業安置、規劃與管理、發照與登記、會議管理、僱用與服務管理、調查、統計與研究分析、學術研究等相關作業為特定之目的。

Purpose: China Medical University has the right to collect name, date of birth, national identification number, passport number, special features, fingerprints, marital status, family information, medical records, medical history, genetic information, health examinations along with additional data which are sufficient to directly or indirectly identify person(s) for the purposes of promotion, insurance, wages, position adjustment or other Human Resources affiliated affairs.

4、蒐集之個人資料類別²：

C001辨識個人者、C002辨識財務者、C003政府資料中之辨識者、C011個人描述、C031住家及設施、C033移民情形、C038職業、C040意外或其他事故及有關情形、C051學校紀錄、C052資格或技術、C054職業專長、C065工作、差勤紀錄、C066健康與安全紀錄、C068薪資與預扣款、C070工作管理之細節、C071工作之評估細節、C087津貼、福利、贈款、C088保險細節、C089社會保險給付、就養給付及其他退休給付、C102約定或契約、C111健康紀錄、C113種族或血統來源、C115其他裁判及行政處分、C116犯罪嫌疑資料、C131書面文件之檢索、C132未分類之資料。

Types of Personal Data Collected: Identification of the individual, Identification of finances, Personal description, Dwelling and facilities, School record, Qualifications and Skills Examinee record, Health record, etc.

5、個人資料利用期間、地區、對象及方式³

Period, Region, Object, and Methods of Personal Data Collection

(1)期間：個人資料蒐集之特定目的存續期間、本校執行業務所必須之保存期間或依相關法令就資料之保存所訂保存年限。

Period: According to the retention period of relevant regulation

(2)地區：台灣地區(包括澎湖、金門及馬祖等地區)。

Region: Taiwan (including Penghu, Kinmen, Matsu).

(3)對象：中國醫藥大學、公務機關、教育會、非公務機關之財團法人、相關委外廠商。

Object: China Medical University; Government agencies; Education Associations; Non-Governmental Organizations; Subcontractors.

(4)方式：本校執行教育行政校務所需將以紙本、電子或其他適當方式利用您的個人資料。

Methods: Paper; electronic; and/or other applicable forms.

6、您可依個資法第3條規定，就您的個人資料行使以下權力⁴：

According to article 3 of Personal Information Protection Act, you may claim the following rights of your personal data

(1)請求查詢或閱覽、(2)製給複製本(依法酌收合理費用)、(3)請求補充或更正、(4)請求停止蒐集、處理及利用、(5)請求刪除。

(1) Inquire and request a review; (2) Request to make duplications (upon charge according to law); (3) Request to supplement or correct information; (4) Request to discontinue collection of information, processing or use; (5) Request to delete your personal data.

惟依相關法令規定、契約約定或本校因執行業務必須者，得不依您請求為之，本單位得拒絕之。但因您行使上述權利，而導致權益受損時，本校將不負相關賠償責任。

However, in accordance with relevant laws, regulations, and necessary school affairs, CMU may refuse to approve your request(s). If the exercise of the above rights results in any impairment of your rights, CMU has no legal liability for any damages.

若有上述需求，請與人力資源室聯繫（聯絡電話：04-22053366 轉1051~1056；電子信箱：adm01@mail.cmu.edu.tw）。

Please contact the Office of Human Resources if you wish to claim the above rights. (Phone: 04-22053366 ext. 1051-1056; email: adm01@mail.cmu.edu.tw)

7、您可以選擇拒絕向本校提供個人資料，但您可能因此喪失您的相關權益：

You may refuse to provide your personal data, but this may result in impairment of your rights

(1)若您拒絕提供個人資料，本校將無法提供相關服務，亦可能無法維護您的權益。

CMU may not be able to provide a certain of services and/or protect your rights if you refuse to provide your personal data.

(2)請依各項服務需求提供您正確、最新及完整的個人資料。

Please provide personal data that is accurate and up-to-date.

(3)若您提供錯誤、過時、不完整或具誤導性的資料，而損及您的相關權益，本校將不負相關賠償責任。

If you provide inaccurate, out-of-date, incomplete, or misleading data that result in impairment of rights, CMU has no legal liability for any damages.

8、同意書之效力：

Agreement validity

(1)本同意書生效於資料登錄日當天起算。

This agreement shall be effective upon the date of data entry.

(2)若您未滿十八歲，應於您的法定代理人閱讀、瞭解並同意本同意書之所有內容。若您勾選[我已閱讀並接受上述同意書內容]，則視為您已取得法定代理人之同意。

For those under 18 years old, the legal representatives and/or guardians shall read and agree to this agreement. When you checked "I have read and accept the provisions outlined in this agreement", it is deemed that you have obtained the consent of your legal representatives.

※本同意書如有未盡事宜，依個人資料保護法或其他相關法規之規定辦理※

Matters that are not covered by this agreement shall be handled in accordance with the Personal Information Protection Act and relevant regulations. Where any discrepancy arises between the English translation and the original Chinese version, the Chinese version shall prevail.

☐我已閱讀並接受上述同意書內容

I have read and accept the provisions outlined in this agreement.

立同意書人(簽章)：

Name(signature/stamp)

同意人身分證字號(後4碼)：

Last 4 numbers of ID (ARC)

同意書日期：

Date

備註

1.參考法務部公告之個人資料保護法之特定目的項目表，填寫蒐集之特定目的。

2.個人資料之類別請參照法務部公告之個人資料保護法之個人資料之類別填寫。

3.個人資料之利用應於特定目的必要範圍內為之，特定目的範圍外之利用必須符合個人資料保護法之要件，始為合法。另，特定目的之範圍將影響是否應主動或依當事人請求為停止處理、利用及刪除之依據，請務必填寫完整。

4.當事人權利行使為個資法明定之當事人權利，請務必提供權利行使管道及方式。若有其他對於當事人重要權益之影響，請務必於本項中一併告知。