

中國醫藥大學研究計畫暨校外合作計畫聘用人員契約書

Employment Contract for China Medical University Research Project and Off-Campus Cooperation Project Assistant

一、中國醫藥大學（下稱甲方）為執行下列專題研究計畫之需要，

聘用人員 君（下稱乙方）為甲方 ☐ 博士後研究員 ☐ 專任助理人員

China Medical University (Party A) appoints (Name) (Party B) as Postdoctoral Researcher or Full-time Assistant for the research project:

計畫委託單位 Funding Source			
計畫名稱 Project Title			
計畫編號 Project No.			
計畫執行期限 Project Period			
計畫執行單位(系所) Department or Institute		計畫主持人 Principal Investigator	

二、雙方訂立條款如下：

Both parties agree to the following

(一)期間：自 年 月 日(由人資室填寫)起至 年 月 日止。

Employment period: From Y M D (Fill by Office of HR) Until Y M D

(二)工作內容：在計畫執行單位，協助計畫主持人，執行前項計畫及其他相關研究工作。

Job Duties: During the project period, Party B will assist the principal investigator with the project and other related research work.

(三)報酬：由甲方在前項專題研究計畫經費項下，按月支給工作酬金新台幣_____元整，每月薪資於次月十五日發給。

(自 年 月 日至 年 月 日，改為新台幣 元整。)

Payment: Party A shall provide Party B a monthly salary (from the project funding) of paid on the 15th of the following month. (i.e., April's salary will be paid on May 15).(From Y M D the monthly payment will be)

(四)工作時間：

Work Time:

1. 乙方正常工作時間每日不得超過8小時，每週不得超過40小時。依甲方辦公時間到校上班，出勤由計畫主持人依勞動基準法規定管理，但計畫主持人得依實際需要調整上下班時間。

Party B's working hours shall not exceed 8 hours per day, 40 hours per week. Party B shall be present in accordance with Party A's office hours, however, the working time can be flexible according to the principal investigator's requirement.

2. 乙方之請假依勞動基準法、性別工作平等法及勞工請假規則辦理。

Party B's leave of absence shall be based on the regulation of the Labor Standards Act and the Gender Equality in Employment Act.

(五)工作地點：乙方工作地點為中國醫藥大學校本部、分部、各校區及其他附屬機構，必要時由甲方計畫主持人視計畫業務需要指定之。

Work Location: Party B shall work at the campus or affiliated institutions of CMU. If necessary, the principal investigator may designate a specific work location.

(六)保險福利：

Insurance and Welfare

1. 甲方應為乙方辦理勞工保險、就業保險及全民健康保險，並應依勞工退休金條例按月提繳退休金於勞保局個人帳戶。

Party A shall provide Party B with labor insurance, employment insurance, and national health insurance.

2. 乙方於受僱期滿或中途離職，應辦理勞健保及勞工退休金轉出手續；未依規定辦理轉出，因而衍生之費用，由乙方負責繳清。

When the contract is terminated or when Party B resigns, labor/health insurance shall be cancelled. If Party B does not follow the regulations, the extra cost shall be paid by Party B.

3. 乙方如為不適用勞工退休金條例之外國籍勞工，甲方應在乙方受聘（僱）期間，按月支報酬金之12%提存離職儲金，其中50%由乙方於每月報酬中扣繳作為自提儲金，另50%由甲方在專題計畫經費項下提撥作為公提儲金。乙方因契約期限屆滿或經本校同意離職者，發給公、自提儲金本息；乙方因違反契約所定義務而經學校解聘僱，或未經學校同意而於契約期限屆滿前離職者，僅發給自提儲金之本息。

Foreign Nationals Only: During the period of employment, 12% of the monthly salary will be deposited into the contribution benefits program (different from monthly salary). 50% of the money deposited into the fund will be from Party B's salary and the other 50% will come from the project's funding. If Party B leaves due to contract termination or resigns with Party A's agreement, Party B will receive full payment of the money deposited into the fund. If Party B is dismissed or leaves due to contract violation(s), Party B will only receive 50% of the money deposited into the fund.

4. 乙方如發生職業災害，甲方應依勞動基準法、職業災害勞工保護法、勞工保險例等相關規定辦理。

If Party B is involved in an occupational accident, Party A shall be responsible for costs and/or obligations as required by the Labor Standards Act, the Occupational Accident Labor Protection Law, and the Enforcement Rules of the Labor Insurance Act.

(七)資遣或終止勞動契約：甲方資遣乙方或終止勞動契約時，應依勞動基準法或勞工退休金

條例有關規定辦理。

Dismissal and Contract Termination: If Party A dismisses Party B or terminates the contract, relevant regulations shall be followed according to the Labor Standards Act and the Labor Pension Act.

(八)服務與紀律：

Service and Discipline

1. 乙方應遵守甲方所訂之計畫助理人員約用注意事項，及甲方及補助機關所訂定之有關權利義務之規定，並應重視倫理與主動積極參與工作。

Party B shall follow the regulations of the contract and the relevant obligations set by Party A and subsidizing organization(s). Party B shall respect working ethics and shall actively participate in the project.

2. 乙方所獲悉甲方關於業務、技術、服務對象個人資料上之秘密，不得洩漏，離職後亦同。

Party B shall protect the confidentiality of Party A's research methods, techniques and data. The confidentiality obligations of Party B shall continue after the termination or end of this contract.

3. 乙方於契約期間參與計畫作業所蒐集之資料及研究所得之成果，非經甲方同意，不得擅自利用或公開；從事甲方所辦理之相關研究所得之智慧財產權則應屬甲方所有。違者依勞動基準法相關規定解聘。如涉及不法利益，則依法處理。

Party B shall not make use of or disclose the collected data or the research findings without Party A's consent. The intellectual property rights obtained from the research project by Party A shall be owned by Party A. If any violation occurs, Party B will be dismissed according to the Labor Standards Act. If illegal interests are involved, related matters will be handled according to law.

4. 乙方在職期間應遵守性別平等教育法、性別工作平等法、性騷擾防治法及校園性侵害性騷擾或性霸凌防治準則等相關規定。與性或性別有關之人際互動上，不得發展有違專業倫理之關係。

During the employment period, Party B shall abide by the Gender Equity Education Act, the Gender Equality in Employment Act, Sexual Harassment Prevention Act, and Regulations on the Prevention of Sexual Assault, Sexual Harassment, and Sexual Bullying on Campus. Relationships that violate professional ethics are not allowed.

三、乙方於約聘期滿前，因故提前離職，應於離職日前1個月提出申請，經甲方計畫主持人同意並辦妥離職手續後始得離職。如無故違約，以致甲方受有損害，甲方得依法請求賠償。

If Party B wishes to resign before the contract termination date, Party B shall give one-month notice. The resignation shall be effective after the agreement of principal investigator. Party B shall also complete the regulations and requirements pertaining to the resignation with the relevant office(s) of the institution(s). If a breach of contract occurs and Party A is harmed, Party A may request compensation according to law.

四、本契約之未盡事宜，應依勞動基準法、本校計畫助理人員約用注意事項及委託機關（構）之相關規定辦理。

Matters that are not covered by this contract shall be handled in accordance with the Labor Standards Act, and relevant working regulations and personnel regulations of Party A and authorizing institution(s). Where any discrepancy arises between the English translation and the original Chinese version, the Chinese version shall prevail.

五、本契約經甲、乙雙方同意，得以書面隨時修訂。甲、乙雙方因本契約發生訴訟時，同意以甲方所在地之地方法院為第一審管轄法院。

This contract can be amended in writing at any time with the consent of both parties. Any litigation arising from this contract shall be first submitted to the jurisdiction of the court where Party A is located.

六、本契約一式三份，甲、乙雙方及計畫主持人各執一份。

This contract is made in triplicate. Party A, Party B, and the principal investigator shall hold one copy each.

甲 方：中國醫藥大學

Party A: China Medical University

代 表 人：洪明奇

President: Mien-Chie Hung

計畫主持人：

Principal Investigator

簽章

(signature/stamp)

乙 方：

Party B

身分證統一編號/護照號碼：

ARC no. / Passport no.

地 址：

Address

地 址：台中市北屯區經貿路一段100號

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

中華民國 年 月 日

Date ○ Y ○ M ○ D

具 結 書(必填) Statement of Veracity (Mandatory)

具結人 _____為擔任中國醫藥大學之契約人員，茲聲明本人非屬計畫主持人及共同主持人之配偶或三親等以內血親及姻親，若有違反，或有不實情事者，願負法律及契約責任；並已知悉不得在其他計畫下或其他機構兼職之規定，特立具結書為證。

具結人：_____（簽名蓋章）

I, (Name), have been appointed as a Postdoctoral Researcher/Full-time Assistant at China Medical University. I am not the PI's/Co-PI's spouse or relative within the third-degree of relatives. If there are violations or false statements, I am willing to bear any legal and/or contractual responsibilities. In addition, I fully understand the regulations that during the period of this contract, I shall not be employed to assist with any other project nor at any other institution, as evidenced by this statement of veracity.

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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：本校執行教育行政業務所需將以紙本、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.

1、您可依個資法第3條規定，就您的個人資料行使以下權利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)

2、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.

3、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：

Name

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。

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中國醫藥大學個人資料提供同意書

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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該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。

