

# Employment Agreement for Contract-based Employee

## (Sample for foreign employees)

This Agreement is made by and between Academia Sinica (hereinafter referred to as “A”) and \_\_\_\_\_ (hereinafter “B”). Both parties agree to abide by the terms and conditions of this Agreement:

1. A authorizes \_\_\_\_\_ (Institute, Preparatory Office, Center) to enter into this Agreement with B.

2. Term of Agreement:

A employs B as a \_\_\_\_\_ (position) commencing from this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Probation period is from the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.)

3. B’s duties:

B agrees to accept A’s instructions and supervision, to carry out the following duties:

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(For example, to assist researches or other relevant works)

4. Employment Institution:

The location where B renders his/her services is \_\_\_\_\_ (including the location where research projects or research-relevant works are conducted)

5. Working Hours:

(1) From \_\_\_\_\_ : \_\_\_\_\_ to \_\_\_\_\_ : \_\_\_\_\_ (including break time).

If necessary, both parties may reach an agreement to work in shifts or change working hours to work flexible hours, or comply with relevant regulations established by A.

(2) When A has a necessity to have B to extend the working hours or to work on a holiday, A shall pay B overtime wages. Where the overtime work does not exceed two hours, B shall be paid, in addition to the regular hourly wage, at least an additional one-third of the regular hourly rate. Where the overtime work is over two hours, but does not exceed four hours, B shall be paid, in addition to the regular hourly wage, at least an additional two-thirds of the regular hourly rate. When A has obtained B’s consent to work on a holiday, A shall pay B at double the regular rate for such work. If A’s budget is limited, B shall be granted leaves for working overtime. However the leaves shall be taken within 6 months and before the expiration of this Agreement.

- (3) If B is required to extend working hours or to suspend regular days off, holidays and special holidays and work regularly owing to the occurrence of an act of God, accident or unexpected matter, A shall pay B at double the regular rate for such work, and B shall also be granted leaves to make up for the suspended leaves of absence.
- (4) A record of sign-in (out) or attendance management system shall be filed for wage calculation while working extended hours or on holidays as mentioned previously.
6. Days of miscellaneous authorized absences and vacations, leave-takings, holidays, special holidays shall be operated pursuant to relevant regulations established by A. Applications for leave of absence shall be completed before leaving the post. Any matter or event not provided in the context of this Agreement shall be governed by and interpreted in accordance with “Labor Standards Act”, “Gender Equality in Employment Law” and “Regulations of Leave-Taking of Workers”. B agrees that special holiday arrangements shall be made between A and B, and B should complete at least half of the special holidays within the same calendar year. If B does not complete the holidays for personal reasons, the untaken holidays shall be deemed a waiver. Where special holidays have not been taken when the calendar year changes or this Agreement terminates, A shall pay wages for the days on which such holidays should have been, but were not taken for the reasons which are attributed to A.
7. Remuneration: A shall pay B a salary of N.T. \$\_\_\_\_\_ per month.  
(The monthly salary will be paid on the first day of the following month.)  
Note: Source of Funds  A’s Business Fee  
 A’s External Project (title):\_\_\_\_\_
8. Termination of this Agreement shall follow the regulations of Labor Standards Act.
9. In the event that B resigns his/her position, a resignation application form shall be filled out to state the reason of resignation and signed personally.
10. If B does not apply to Labor Pension Act, or B chooses to continue applying to Labor Standards Act’s retirement regulations, A shall contribute 12% of B’s monthly wages as “pay-as-you-go” contribution benefits, which is a complementary measure when B resigns; Among the contribution benefits, 50% is from B’s monthly wages as voluntary pension contribution, 50% is from A as mandatory pension contribution.
- If B is terminated pursuant to Article 12 of Labor Standards Act, or B resigns without A’s consent before the expiration of this Agreement and has contributed to the “pay-as-you-go” contribution benefits for less than 5 years, B shall only receive the principal and interest of the voluntary pension contribution; If B resigns when a fixed-term contract expires, or B resigns with A’s consent before the expiration of this Agreement, or B deceases during the term of this employment (excluding suicide and contributing to the “pay-as-you-go” contribution benefits for less than 5 years), the principal and interest of the

mandatory and voluntary pension contributions which are contributed according to this Paragraph shall be paid to B; If B meets the requirements of dismissal or retirement, the matter shall be processed according to Article 11 or 12.

**11. Dismissal:**

In the event that A dismisses B or A terminates this Agreement in accordance with the law, the matter shall be governed by the regulations of Labor Standards Act. If B is applicable to the retirement regulations of Labor Standards Act, severance payment shall be calculated according to Article 17 of the Act. Half of the payment shall be made by the principal and interest of the mandatory pension contribution and the rest of the payment shall be paid by A. Besides, the balance of the mandatory pension contribution and the principal and interest of the voluntary pension contribution, which are contributed according to Article 10, shall be paid to B; If B is applicable to Labor Pension Act, severance payment shall be calculated according to Article 12 of Labor Pension Act.

**12. Retirement:**

B may apply for voluntary retirement under either of the conditions stipulated in Article 53 of Labor Standards Act. A may force B to retire under either of the conditions stipulated in Article 54 of Labor Standards Act.

When B acquires one of the status below, with the exception that B has been working before January 16, 2014, and is currently working in A, or acquires the status of (1) and (3) after January 17, 2014, either Labor Pension Act or Labor Standards Act can be chosen to apply to within 6 months. Once a retirement mechanism is chosen, the alternation is not allowed. When the retirement mechanism of retirement pension Act is adopted, both A and B shall contribute retirement pension in pursuance of the Act, and B may claim for the retirement pension when meeting the condition of receiving retirement pension regulated in Labor Pension Act:

- (1) Married to a citizen registered within the jurisdiction of the Republic of China and has been granted a residency to work in Taiwan, Mainland China residents, Hong Kong or Macao residents.
- (2) The aforesaid foreign nationals, Mainland China residents, Hong Kong or Macao residents who should be divorced from whose spouse or should the spouse be deceased and may continue to reside and work in Taiwan as permitted by legal and regulatory stipulations.

When B is not applicable to Labor Pension Act, or chooses to apply to the pension mechanism of Labor Standards Act pursuant to the aforesaid regulations, A shall contribute to the reserve fund of retirement payment pursuant to Labor Standards Act. If B applies for retirement, the retirement payment shall be paid to B according to Article 55. The payment shall be made by the principal and interest of the mandatory pension contribution of the “pay-as-you-go” contribution benefits, and the rest of the payment shall be made by A. Besides, the balance of the mandatory pension contribution and the principal and interest of the voluntary pension contribution, which are contributed

according to Paragraph 10 of this Agreement, shall be paid to B.

**13. Indemnity:**

If B deceases during the term of this employment, excluding suicide, A shall pay a lump-sum consolation payment equal to four months of wage. If B's decease is as result of performing official duty, A shall pay a lump-sum consolation payment equal to six months of wage; If B has served more than one year, A shall pay an additional 50%.

**14. Compensation for Occupational Accident & Ordinary Injury and Sickness**

A shall process the matter in accordance with Labor Standards Act, Occupational Accident Labor Protection Act, Labor Insurance Act, Employment Insurance Act and relevant regulations.

**15. Insurance and Benefit:**

(1) A shall offer B Labor Insurance and National Health Insurance in accordance with Labor Insurance Act and National Health Insurance Act.

(2) B shall be entitled to benefits and facilities provided by A during the term of this Agreement.

**16. Performance Evaluation, Rewards and Punishments:**

B's performance evaluation, rewards and punishments shall be processed pursuant to the personnel regulations stipulated by A.

**17. Year-end Bonus:**

Year-end bonus shall be granted in accordance with relevant regulations for civil servants, but only for those who are still serving in the Academy at the time of December 1 of the year.

**18. Safety and Health:**

Both parties shall comply with Labor Safety and Health Law and relevant regulations.

**19. Service and Discipline:**

(1) B shall comply with relevant regulations provided by A, and be humble, honest, cautious and active at work.

(2) B shall not disclose any confidential information acquired from A's research, technology or business, unless a prior written permission from A. This confidentiality obligation shall remain effective after B's termination of this employment.

(3) B shall comply with the direction and supervision of his/her supervisors (or management) from A.

(4) B shall not leave the position within the working hours without permission from his/her supervisors.

(5) B shall participate in all kinds of trainings and meetings held by A.

**20. Recusal of Employment:**

Both sides shall follow the regulations stipulated in Paragraph 1, Point 11 of the "Guidelines for the Employment and Allocation of Temporary Workers in Executive Yuan and Subordinate Organizations and Schools" and letter of

explanation from the outsourcing project institution —“The chiefs of each organization shall not employ their spouse, relatives by blood or marriage within three degrees as temporary workers in the same organization or the subordinate organization. The spouse and relatives by blood or marriage within three degrees of the chiefs and the principal investigators (co-principal investigators) in this organization shall not be employed in their governing units.

B promises (as the attached Declaration) that he/she is not the employee recruited against the previously mentioned recusal rules. If any violation or false fact exists and causes A to sustain damage, A may terminate this Agreement pursuant to Subparagraph 1 or 4, Paragraph 1, Article 12.

**21. Termination of Agreement:**

In the event that A dismisses B or A terminates this Agreement in accordance with Labor Standards Act, the matter shall be governed by the regulations of Labor Standards Act. If B’s employment violates the regulations stipulated in Paragraph 20, A may terminate this Agreement at any time.

**22. The literary works or work (R&D) achievements completed by B during the term of this Agreement shall be processed in accordance with Academia Sinica Copyright Guidelines, Academia Sinica Scientific and Technological Research and Development Results Ownership and Utilization Regulations and relevant regulations.**

**23. Other Regulations Governing Rights and Obligations:**

Rights and obligations between A and B during the term of this employment shall be governed by this Agreement. Any matter or event not provided in the context of this Agreement shall be governed by and interpreted in accordance with Labor Standards Act and relevant regulations stipulated by A.

**24. Amendments to This Agreement:**

This Agreement may be amended at any time by mutual consent.

**25. Any dispute or controversy between the parties with respect to this Agreement shall be determined in accordance with the laws of the Republic of China. Both parties hereby submit and consent to the non-exclusive jurisdiction of the Shih-Lin District Court.**

**26. Execution of This Agreement:**

This Agreement is executed in duplicate, with one copy to be retained each by A and B.

**This Agreement is made by and between:**

**A: Academia Sinica**

**Legal Representative: Chi-Huey Wong**

**Authorized Signatory:**

**(Director of the Institute or Preparatory Office)**

**B:**

**ARC Number:**

**Address:**

**Date:**

**(The Chinese text of this Agreement shall be deemed the original. In the event of any dispute or misunderstanding as to the interpretation of the language or terms of this Agreement, the Chinese language version shall control.)**