Employment Agreement (with contribution benefit)

This Agreement is made and entered into on the ______ day of ______ , ______ by and between __________________ ( Institute or Preparatory Office ), Academia Sinica ( hereinafter referred to as “A” ) and ____________ ( hereinafter “B” ).

Whereas, A is willing to offer B employment, and B is willing to accept such employment subject to the following terms and conditions:

1. Term of Employment

The parties agree that the term of this agreement shall be commencing from this ______ day of ______, ______ to the ______ day of ______, ______.

2. 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.)

3. B’s duties ( in specific description )

B’s duties shall include ____________________________

______________________________

______________________________

______________________________

______________________________
四、受聘（僱）責任:

4. B’s Obligations and Termination

乙方受聘（僱）後須確保甲方公務機密,有保密期限者從其規定，無保密期限者自離職日起三年為限（解聘（僱）者亦同）。乙方不得有不法行為或違背約定義務，如有違背者，除涉及民、刑事責任，由甲方依法追究外，並得隨時解聘（僱）。

4.1 B shall handle in a confidential manner all matters relating to A’s business. This confidentiality obligation shall remain effective during the period specified in the regulations or working rules concerned. In case that no time period is specified, it remains effective for successive three (3) years’ terms after B’s termination of this employment.

In the event that B violates any law or regulation, or breaches this Agreement or working rules concerned, A may in its discretion reprimand B or terminate this Agreement. A also reserves the right to institute suit against B for civil compensation or to impose criminal liability.

在聘（僱）用期間，乙方願接受與甲方約定之工作上的指派調遣，並遵守此工作上之相關規定。若乙方違背上述相關規定，情節重大，甲方得隨時終止契約；甲、乙雙方因特別事故須提前終止契約時，應於一個月前提出預告，經甲、乙雙方協議後乙方始得離職。乙方離職時，應先依照規定辦妥離職手續。如有損害公物，或侵權情事（或違反甲方智慧財產權規定），應負責賠償。

4.2 During the term of this Agreement, B shall comply with the directions and instructions of his/her supervisors, perform his/her duties in accordance with all regulations and relevant working rules. Where B violates any obligation specified in this paragraph and the case is considered to be serious in nature, A may in its discretion terminate this Agreement.

If at any time the parties intend to terminate this Agreement due to causes beyond the reasonable control of such party, either shall give thirty (30) days’ notice of cancellation to the other party prior to the intended termination date. B shall vacate his/her office under and pursuant to the stipulations agreed upon by both parties. B shall submit to the proceedings in prescribed manner as to be vacated of his/her office.

In case of any one of the following conditions which is due to B’s fault, B shall be responsible for compensation: (1) Where B inflicts damage to or excessively abuses machinery, equipment, tools, raw materials, products or other article belonging to Academia Sinica; (2) Where B commits torts; (3) Where B violates A’s ownership of intellectual property rights.
五、乙方在受聘（僱）用期間，除應遵守甲方一切行政法規之規定外，其假期、離職儲金
給與、勞工保險及全民健保等，依左列約定：

5. B shall comply with any administrative regulations and rules provided by A.
In regard to the matters of absence on leave, “pay-as-you-go” contribution benefit, labor insurance and national health insurance, the following terms and conditions shall be applicable.

假期核給：依「行政院暨所屬各機關聘僱人員給假辦法」辦理。

5.1 “Absence on leave” shall be operated pursuant to “Regulation of Absence on leave for Personnel served in all Executive Yuan organizations under Civil Contractual Relationship”.

離職儲金之扣繳及給與依「各機關學校聘僱人員離職儲金給與辦法」規定辦理，按月扣繳儲存生息，並於離職時依規定發給。

5.2 The deduction and grant of “pay-as-you-go” contribution benefit shall be operated pursuant to “Regulation of ‘pay-as-you-go’ contribution benefit for Personnel served in all organizations and schools under Civil Contractual Relationship”. Certain amount of salary shall be deducted per month and accrue on the financial institute over the term of this employment.

按乙方每月支報酬之百分之十二提存儲金，其中百分之五十由乙方於每月報酬中扣繳作為自提儲金，另百分之五十由甲方提撥作為公提儲金，並由甲方在金融機構開立專戶儲存孳息，列帳管理。

5.2-1 An amount equal to twelve percent (12%) of the monthly salary shall be contributed.
Fifty percent (50%) of the contribution shall be drawn from B’s monthly salary. (hereinafter called “personal contribution benefit”)
A shall provide the other fifty percent (50%) of the contribution (hereinafter called “public contribution benefit”), and shall open a special account on financial institute as to accumulate and manage this contribution (personal plus public).

乙方因契約期滿離職、或經甲方同意於契約期限屆滿前離職、或在職因公、因病或意外死亡者，發給公、自提儲金本息。

5.2-2 The total amount of the contribution benefits (personal plus public) shall be granted to B, if at any time (a) B leaves the office on the expiry of this Agreement, (b) B vacates the office prior to the expiration date with the consent of A, and (c) B deceases due to undertaking of duty, illness or accident.

乙方因違反契約所定義務而經甲方予以解聘，或未經甲方同意而於契約期限屆滿前離職者，僅發給自提儲金之本息。

5.2-3 The amount of personal contribution benefits accumulated shall be granted to B, if at any time (a) A terminates this Agreement inasmuch as B breaches
any obligation, and (b) B resigns from the office prior to the expiration date without the consent of A.

5.2-4 Any matter or event not provided in the context of this Article shall be operated pursuant to “Regulation of ‘pay-as-you-go’ contribution benefit for Personnel served in all organizations and schools under Civil Contractual Relationship” and relevant regulations.

5.3 During the term of this Agreement, A shall insure B subject to the terms and conditions pursuant to labor insurance regulations and national health insurance regulations.

6. Both parties agree that A shall own proprietary right pertaining to the literary works or achievements completed by B under the projects initiated or coordinated by A during the term of this Agreement. The ownership of intellectual property rights (including but not limited to certain patents, trademarks, copyrights, technical information and know-how) accrued from the literary works or achievements herein contained is subject to the relevant regulations and rules provided by A.

7. Expiration

At the expiration of the term of this agreement, the employment relationship shall automatically terminate without any condition. A new employment agreement shall be signed for the renewal and continuance of such relationship, if agreed to any by both parties.

8. Any matter or event not provided in the context of this Agreement shall be governed by and interpreted in accordance with “Employment Regulation for Personnel under Civil Contractual Relationship” (stipulated by Academia Sinica) & “Employment Regulation for Personnel served in all Executive
Yuan organizations under Civil Contractual Relationship”.

9. Governing Language

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.

10. Governing Law

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. The parties hereby submit and consent to the non-exclusive jurisdiction of the Shih-Lin District Court.

11. In Witness whereof, the parties hereto have executed this Agreement in three (3) counterparts on the date first above indicated, each such counterpart being deemed an original and all such counterparts together constituting one single instrument. The parties have delivered this Agreement, two for A (the Central Administration Office and the Institute or Preparatory Office hereto) and one for B.

甲方：中央研究院
所（處）、研究中心
Academia Sinica
所長（主任）：
By The Director of the Institute
（or Preparatory Office）

乙方：

B

Name________________________

身分證統一編號（護照號碼）：
ID Card No.___________________

住址：
Address ____________________

____________________________