Employment Agreement (without 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.

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確屬情節重大，甲方得隨時終止契約；甲、乙雙方如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，應先依照規定辦理離職手續。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.
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, 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”.

乙方受聘（僱）用期間，甲方應善盡投保勞工保險及全民健康保險之義務。

5.2 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.

六、乙方於受聘（僱）期間之著作或工作成果，如係於甲方企劃下，或法定工作期間完成者，其所有權歸屬中央研究院。因前開著作或工作成果所生之智慧財產權，應依本院之相關規定辦理。

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.

七、本契約期間屆滿當然失效，如因業務需要須續聘時，另行簽訂新契約。

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.

八、本契約未訂定事項，悉依「聘用人員聘用條例」及「行政院暨所屬機關約僱人員僱用辦法」相關規定辦理。

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”.

九、本契約以中文本為準。如中、英文二本互相歧異或抵觸時，以中文本為準。

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.

十、本契約法律糾紛以台灣士林地方法院為第一審管轄法院。

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.

十一、本契約乙式參份，除一份由甲方報院備查外，另由雙方各執乙份。

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 __________________

中華民國 年 月 日→