

National Pingtung University of Science and Technology

Regulations for the Appointment and Promotion of Supernumerary Full-Time Teaching Personnel

December 23, 2024 Amendments to Article 15 and Article 7 of Appendix 1 passed at the 76th University Council meeting

Chapter I. General Provisions

Article 1

To meet the needs of project-based teaching, to train and maintain a reserve of quota-based full-time teachers (hereinafter referred to as “full-time teachers”), and to handle the submission and review of promotion qualifications for supernumerary full-time teaching personnel, National Pingtung University of Science and Technology (hereinafter referred to as “the University”), in accordance with the Ministry of Education’s Principles Governing the Employment of Supernumerary Full-Time Teaching Personnel at Junior Colleges and Institutions of Higher Education and the Regulations Governing Accreditation of Teacher Qualifications at Junior Colleges and Institutions of Higher Education, hereby formulates the National Pingtung University of Science and Technology Regulations for the Appointment and Promotion of Supernumerary Full-Time Teaching Personnel (hereinafter referred to as “project-based teachers”) (hereinafter referred to as “these Regulations”).

Article 2

For the purposes of these Regulations, the term “project-based teachers” refers to supernumerary personnel employed by the University in accordance with the Regulations Governing the Management and Supervision of University Endowment Funds at National Universities, with salaries funded by self-raised University Endowment Funds or project funds. The academic ranks of project-based teachers include project professor, project associate professor, project assistant professor, and project instructor. Project-based teachers are classified into two types: teaching-oriented and research-oriented.

Chapter II. Appointment

Article 3

Where any of the following circumstances applies, a unit may prepare a project

proposal and submit it for passage by the Departmental, Graduate Institute, Degree Program, or Center (hereinafter referred to as “Departmental”) Teacher Evaluation Committee, or by the review committee of the administrative unit. The proposal shall then be processed through the administrative procedures for joint review by the Office of Academic Affairs, the Personnel Office, and the Accounting and Statistics Office. Subject to considerations such as curriculum planning and the availability of University Endowment Funds, the proposal shall be submitted to the President for approval, after which the selection and appointment of project-based teachers may proceed directly.

- I. An administrative unit proposes to appoint project-based teachers to teach University- or College-designated common required foundational courses.
- II. A department has a teacher vacancy and proposes to make a trial appointment in advance.
- III. A department has a need arising from required courses.
- IV. An administrative unit or department is implementing a project-based teaching plan.

The project proposal referred to in the preceding paragraph shall include the following:

- I. Background of the proposal and basis for the employment.
- II. The department’s future development, faculty structure, and curriculum planning (including the proportion of elective course credits offered by the department).
- III. The title and term of appointment.
- IV. Scope of duties and agreed terms.
- V. Teaching hours.
- VI. Remuneration, as well as rights and obligations, during the term of the appointment contract.
- VII. Other necessary matters.

The composition, deliberation procedures, and other matters of the administrative unit review committee referred to in Paragraph 1 shall be handled *mutatis mutandis* in accordance with the relevant provisions governing Departmental Teacher Evaluation Committees and shall be submitted for special approval by the President prior to the commencement of each academic year before appointments may be made.

Article 4

The rank and qualification requirements for the selection and appointment of project-based teachers shall be handled in accordance with the Act Governing the Appointment of Educators or the Employment Regulations for Professional Technicians Teaching at Universities, and shall be conducted in accordance with the principles of fairness, impartiality, and openness. The age limits for appointment shall be subject to the same provisions as those applicable to full-time teachers. However, this shall not apply where approval has been granted under a Ministry of Education project and any of the following circumstances exists:

- I. Where employment is made in accordance with special provisions such as the Innovation Act for Industry-Academia Collaboration and Talent Cultivation in National Key Fields or the Ministry of Education Directives for Subsidizing Junior Colleges and Universities to Recruit International Top Talent.
- II. Those who have made important contributions or achieved outstanding accomplishments in academic research or teaching, have received recognition from the academic community, and possess one of the following qualifications, subject to approval by the Teacher Evaluation Committees at all levels:
 - (I) Recipients of the Nobel Prize or awards of an equivalent level.
 - (II) Academicians of national-level research academies.
 - (III) Fellows of important international academic societies.
 - (IV) Academicians of Academia Sinica.
 - (V) Recipients of National Chair Professorships.
 - (VI) Recipients of academic awards.
 - (VII) Recipients of the National Award for Distinguished Contribution to Industry–Academia Cooperation.
 - (VIII) Others who have achieved outstanding accomplishments in academic or professional fields equivalent to those listed in Items 1 through 7.

Article 5

When proposing the appointment of project-based teachers, each unit must submit the duly approved project proposal for the prospective project-based teacher, together with the following qualification-related supporting documents of the

prospective appointee, for review by the Departmental and College Teacher Evaluation Committees. Where an administrative unit proposes the appointment of a project-based teacher, the proposal shall first be reviewed by a project-based teacher appointment review group established by the administrative unit, and shall then be submitted to the University Teacher Evaluation Committee for review.

- I. Personal information form.
- II. Graduate certificate(s) from junior college level or above (including teacher certificates). For graduation certificates conferred by foreign institutions, the institution must be recognized by the Ministry of Education, and the certificate must be authenticated by an ROC overseas embassy/mission.
- III. Full academic transcript of the highest degree attained.
- IV. Supporting documents certifying practical industry work experience relevant to the teaching field.
- V. Other qualification-related documents beneficial to the appointment review (e.g., letters of recommendation, award certificates, or professional certifications).

The University and the prospective appointee shall enter into an employment contract (Appendix 1), and an appointment letter shall be issued.

Article 6

The appointment of project-based teachers shall, in principle, be made on a one-academic-year basis, with a maximum term of appointment of three academic years. Project-based teachers must undergo evaluation annually in accordance with relevant regulations; however, those whose appointment term is less than one academic year may be exempted from evaluation. The evaluation regulations shall be formulated separately. Evaluation results shall serve as a reference for Teacher Evaluation Committees at all levels in their review of reappointment cases. Where a project-based teacher has been evaluated as excellent for two consecutive academic years by the same appointing unit, and is applying for a full-time teacher vacancy in that same appointing unit of the University, they shall be directly included among the preliminary review candidates recommended by the Departmental Teacher Evaluation Committee, and may be ranked or listed jointly. All such applicants shall be forwarded together to the college for the secondary review.

After the second appointment of a project-based teacher (i.e., upon completion of six academic years of teaching at the University), subsequent appointments may, upon consideration by the appointing unit of the teacher's teaching performance and cumulative evaluation results over the years, be made without a further open recruitment process, subject to special approval by the President. Such reappointment cases shall be passed by the Departmental and College Teacher Evaluation Committees, or by the administrative unit review committee, and then submitted to the University Teacher Evaluation Committee for deliberation on reappointment.

Where the project implementation period is three years or less, appointments shall be made for the actual duration required.

Upon expiration of the appointment term, the appointment relationship of the project-based teacher shall terminate.

During the term of the appointment contract, a project-based teacher may undertake industry-academia collaboration projects assigned by the University and serve as a co-principal investigator (or above). Such service may be recognized as practical industry work experience for the University's appointment of full-time teachers. When applying for a full-time faculty position at the University, the project-based teacher shall submit relevant project contracts or proof of outcomes for review by the Teacher Evaluation Committees at all levels.

Article 6-1

Where the University terminates the contract of a project-based teacher during the term of appointment, one of the following circumstances shall apply:

- I. After the termination of the period of mobilization for the suppression of the Communist rebellion, having committed crimes of internal rebellion or external aggression, with a final conviction rendered.
- II. While performing public duties, having committed acts of corruption, with a final conviction rendered.
- III. Having committed any of the offenses prescribed in Paragraph 1, Article 2 of the Sexual Assault Crime Prevention Act, with a final conviction rendered.
- IV. Having been investigated and confirmed by the University Gender Equity Education Committee, or other lawfully established relevant committees, to have committed acts of sexual assault.
- V. Having been investigated and confirmed by the University Gender Equity

Education Committee, or other lawfully established relevant committees, to have committed acts of sexual harassment or sexual bullying, where termination of the contract is deemed necessary.

- VI. Having been penalized pursuant to the Child and Youth Sexual Exploitation Prevention Act, or penalized pursuant to Articles 20 or 25 of the Sexual Harassment Prevention Act, and where the University Gender Equity Education Committee confirms that termination of the contract is necessary.
- VII. Having been penalized by competent social welfare authorities at any level pursuant to Article 97 of the Child and Juvenile Welfare and Rights Protection Act, and where the Teacher Evaluation Committee confirms that termination of the contract is necessary.
- VIII. Having become aware of a suspected campus sexual assault incident at the school of service but failing to report it in accordance with the Gender Equity Education Act, resulting in the recurrence of a campus sexual assault incident; or having forged, altered, destroyed, or concealed evidence of a campus sexual assault incident committed by another person, as verified by the University.
- IX. Having forged, altered, or destroyed evidence of a campus drug hazard incident committed by another person, as verified by the University.
- X. Having administered corporal punishment or bullied students, resulting in physical or mental harm, where termination of the contract is deemed necessary.
- XI. Having engaged in conduct in violation of relevant laws or regulations, as verified by the University or relevant authorities, where termination of the contract is deemed necessary.
- XII. Having demonstrated ineffective teaching or inability to perform duties, supported by specific facts.
- XIII. Having committed a material breach of the contract.

Where a project-based teacher falls under any of the circumstances set forth in Subparagraphs 1 through 6 of the preceding paragraph, the contract shall be terminated without the need for review by the Teacher Evaluation Committee.

Where a project-based teacher falls under any of the circumstances set forth in Subparagraph 7 or Subparagraph 10 of Paragraph 1, termination of the contract shall require the attendance of at least two-thirds of the Teacher Evaluation

Committee members and review and passage by at least one-half of the members present. Where a project-based teacher falls under any of the circumstances set forth in Subparagraphs 8, 9, or 11 through 13 of Paragraph 1, termination of the contract shall require the attendance of at least two-thirds of the Teacher Evaluation Committee members and review and passage by at least two-thirds of the members present.

Article 6-2

Where a project-based teacher falls under any of the following circumstances during the effective term of the contract, performance of the contract shall be automatically and temporarily suspended:

- I. Being wanted or detained pursuant to criminal proceedings.
- II. Being sentenced to deprivation of civil rights pursuant to a final criminal judgment.
- III. Being sentenced to imprisonment pursuant to a final criminal judgment and currently serving the sentence in a correctional facility.

Article 6-3

Where, during the effective term of the contract, a project-based teacher is involved in any of the circumstances set forth in Subparagraphs 4 through 6 of Paragraph 1 of Article 6-1, the University shall, within one month from the date it becomes aware of such circumstances and upon passage by the Teacher Evaluation Committee, temporarily suspend the performance of the contract for a period of up to six months pending investigation. Where necessary, the period of suspension of contract performance may, upon passage by the Teacher Evaluation Committee, be extended up to two times, with each extension not exceeding three months. The period of suspension of contract performance may not exceed the effective term of the contract. Where the investigation confirms the facts, the matter shall be handled in accordance with Article 6-1.

Where, during the effective term of the contract, a project-based teacher is involved in any of the circumstances set forth in Subparagraphs 7 through 11 of Paragraph 1 of Article 6-1, and the University deems it necessary to suspend the performance of the contract in advance for the purpose of conducting an investigation, the University shall, upon review and passage by the Teacher Evaluation Committee, temporarily suspend the performance of the contract for a

period of up to three months. Where necessary, the period of suspension of contract performance may, upon passage by the Teacher Evaluation Committee, be extended once, for a period not exceeding three months. The period of suspension of contract performance may not exceed the effective term of the contract. Where the investigation confirms the facts, the matter shall be handled in accordance with Article 6-1.

The circumstances set forth in the preceding two paragraphs shall require the attendance of at least one-half of the Teacher Evaluation Committee members and review and passage by at least one-half of the members present.

Article 6-4

For project-based teachers whose contract performance is suspended pursuant to Subparagraph 2 or Subparagraph 3 of Article 6-2, no remuneration shall be paid during the period of suspension of contract performance.

For project-based teachers whose contract performance is suspended pursuant to Subparagraph 1 of Article 6-2 or Paragraph 1 of the preceding article, no remuneration shall be paid during the period of suspension of contract performance. Where the cause for suspension of contract performance ceases to exist and the contract is not terminated, the full amount of the base salary (including seniority-based salary) for the period of suspension of contract performance shall be paid retroactively.

For project-based teachers whose contract performance is suspended pursuant to Paragraph 2 of the preceding article, one-half of the base salary (including seniority-based salary) shall be paid during the period of suspension of contract performance. Where, following the investigation, the contract is not terminated, the remaining one-half of the base salary (including seniority-based salary) for the period of suspension shall be paid retroactively.

Article 7

Matters concerning the appointment term, termination of the contract, suspension of contract performance, teaching hours, leave, remuneration, salary increments, bonuses, benefits, retirement, insurance, relief payments, and other rights and obligations of project-based teachers shall be expressly stipulated in the contract.

Article 8

The teaching hours and obligations of project-based teachers are prescribed as

follows:

I. Teaching-oriented:

- (I) Where appointed by an academic unit, project-based teachers shall, in addition to the teaching hours prescribed for full-time teachers of each rank under the University's Regulations for Calculating Teachers' Teaching Hours, have an additional four hours counted toward their basic teaching hours. Up to four hours of the basic teaching hours may be offset through the execution of projects upon special approval. Any teaching hours exceeding the basic teaching hours shall be calculated as excess teaching hours in accordance with regulations. Project-based teachers shall also assist in the promotion of administrative affairs of the academic unit.
- (II) Where appointed by an administrative unit, project-based teachers shall, in addition to the teaching hours prescribed for full-time teachers of each rank under the University's Regulations for Calculating Teachers' Teaching Hours, have an additional four hours counted toward their basic teaching hours. Teaching hours during the winter and summer recesses shall be counted at one-half (the winter and summer recesses shall be calculated as four weeks and eight weeks, respectively). Any teaching hours exceeding the basic teaching hours shall be calculated as excess teaching hours in accordance with regulations.

II. Research-oriented:

The teaching hours shall be determined in accordance with the teaching hours prescribed for full-time teachers of each rank under the University's Regulations for Calculating Teachers' Teaching Hours.

The teaching hours referred to in Item 2 of Subparagraph 1 of the preceding paragraph may, where necessary to accommodate course scheduling, be calculated on a full-academic-year basis, with the teaching hours required during the winter and summer recesses averaged and allocated to the fall and spring semesters.

Outside of teaching hours, project-based teachers shall be required to remain on campus for at least four hours per week to provide instructional guidance to students. Such hours shall not be counted toward the basic teaching hours prescribed in this article.

Article 9

The leave, remuneration standards, benefits, and other rights and interests of project-based teachers are prescribed as follows:

- I. Leave, salary, salary grade advancement, seniority-based salary increments, year-end bonuses, and other benefits and compensation shall be handled mutatis mutandis in accordance with the provisions applicable to full-time teachers.
- II. Retirement: In accordance with Paragraph 2 of Article 7 and Paragraph 2 of Article 14 of the Labor Pension Act, the University shall make pension contributions at the maximum contribution rates. For those who do not meet the requirements of the said Act, retirement matters shall be handled mutatis mutandis in accordance with the Regulations Governing Resignation Payments for Contract Employees of Government Agencies and Schools.
- III. Insurance: Labor insurance, labor occupational accident insurance, employment insurance, National Health Insurance, and any other matters not otherwise specified shall be handled in accordance with the relevant laws and regulations.
- IV. Relief payment: Where a project-based teacher is not reappointed upon expiration of the appointment term and does not fall under any of the circumstances set forth in Articles 6-1 or 6-2, a relief payment shall be granted in accordance with Article 12 of the Labor Pension Act, based on the teacher's years of service at the University. One-half month of the average salary shall be paid for each full year of service, with service of less than one year calculated on a pro rata basis. The maximum relief payment shall be capped at six months of the average salary.
- V. Remedies: Where a project-based teacher considers any measure taken by the University concerning the teacher personally to be unlawful or improper and thereby detrimental to the teacher's rights or interests, the teacher may, depending on the nature of the matter, seek remedies by initiating labor-management dispute resolution procedures or relevant litigation in accordance with law.

Article 10

During the term of the appointment contract, project-based teachers shall primarily perform the duties specified in the contract and may not serve as

members or representatives of the statutory meetings prescribed in Article 42 of the University's Organizational Charter. Where they intend to be concurrently employed or teach part time inside or outside the University, the relevant provisions applicable to full-time teachers of the University shall apply *mutatis mutandis*.

Project-based teachers appointed by academic units may serve as mentors. Project-based teachers appointed by administrative units may serve as mentors only upon submission of a special request by an academic unit stating specific reasons, joint review by the Office of Student Affairs and the Personnel Office, and approval by the President.

Where a unit requires the assistance of a project-based teacher in teaching or administrative affairs, it must complete the Application Form for Project-Based Teacher Assistance in Teaching/Administrative Matters. Upon obtaining the consent of the project-based teacher, the application shall be submitted to the unit to which the teacher is affiliated. The effectiveness of such assistance shall be included as an item in the evaluation review.

Article 11

Where a project-based teacher is appointed as a full-time teacher through an open selection process, the appointment shall be subject to application and re-review in accordance with the University's procedures for the appointment of newly hired full-time teachers. After appointment, years of service rendered at the University as a project-based teacher at a rank equivalent to the current position, with excellent service performance, may, upon approval by the University Teacher Evaluation Committee, be credited toward salary-grade advancement, with one salary grade advanced for each full year of service. Years of service after the teacher's qualifications have been reviewed and passed by the Ministry of Education and a teacher certificate has been issued may be counted, *mutatis mutandis*, as years of service of a full-time teacher for the purposes of promotion.

Article 12

Where a project-based teacher fails to perform teaching duties in accordance with Article 8 of these Regulations during the term of the appointment contract, no remuneration shall be paid for the relevant period. Where the project-based teacher is subsequently appointed as a quota-based full-time teacher through an open

selection process, such period may not be counted, pursuant to Article 11 of these Regulations, toward promotion, salary-grade advancement, or salary increases.

Article 13

Where a project-based teacher intends to resign during the term of the appointment contract for any reason, resignation shall, in principle, take effect at the end of a semester. The teacher shall submit an application for resignation at least two months in advance and may resign only upon approval. Where failure to comply with the foregoing results in damage, the teacher shall be liable for compensation in an amount equal to twice the monthly salary for the remaining term of the appointment.

Chapter III. Submission for Qualification Review

Article 14

Where a project-based teacher does not possess a qualification certificate at or above the rank to be appointed prior to appointment, they shall undergo the teacher qualification review process and may not resign until having completed one full year of teaching at the University. Where the teacher resigns before completing one full year of teaching, the teacher shall reimburse the University for the qualification review fees incurred. The teacher may also, in accordance with the University's regulations governing promotion of full-time teachers, apply for promotion review for a teacher qualification at a higher rank.

Article 15

The initial appointment qualification review procedures for project-based teachers are as follows:

- I. The Departmental Teacher Evaluation Committee or the administrative unit review committee shall conduct a preliminary review of the project-based teacher's teaching, research, expertise, and courses to be taught. For those who pass the preliminary review, the department shall submit the project-based teacher's specialized works and other relevant materials to the dean of the affiliated college for the conduct of review outside the department. Where the appointment is proposed by an administrative unit, the materials shall be submitted to the Vice President for Academic Affairs for the conduct of external review

- II. For submissions consisting of specialized works, technical reports, artistic works, proofs of achievements, teaching reports, or proofs of athletic achievements, five reviewers shall be commissioned at one time. Only those who receive a score of 70 or above from at least four reviewers may proceed with the review procedures.
- III. The external review results for project-based teachers appointed by departments shall be reviewed by the College Teacher Evaluation Committee and the University Teacher Evaluation Committee. The external review results for project-based teachers appointed by administrative units shall be reviewed by the administrative unit review committee and the University Teacher Evaluation Committee.
- IV. For those who pass the final review by the University Teacher Evaluation Committee, the Personnel Office shall formally submit the case to the Ministry of Education to apply for the issuance of a teacher qualification certificate.

Article 16

The procedures for applying for qualification review for promotion to a higher rank, the approval criteria, and the re-review for project-based teachers shall be handled *mutatis mutandis* in accordance with the relevant provisions of the University's Regulations for the Appointment and Promotion Review of Full-Time Teachers.

Article 17

Where, during the period in which a project-based teacher applies for qualification review and issuance of a teacher qualification certificate, the review and approval of the certificate by the Ministry of Education is completed after the expiration of the appointment term due to reasons not attributable to the applicant, the certificate shall nevertheless be issued. However, where the failure to submit the application for review or to complete the formal submission to the Ministry of Education for issuance of the teacher qualification certificate within the aforementioned appointment term is attributable to the project-based teacher, they shall bear sole responsibility, and the University shall not process the teacher qualification review or apply for issuance of the certificate after the appointment term has ended.

Article 17-1

(Revoked)

Chapter IV. Supplementary Provisions

Article 18

Any matters not provided for in these Regulations shall be governed by the contract and appointment letter agreed upon by the University and the appointed project-based teacher, the Ministry of Education's Principles Governing the Employment of Supernumerary Full-Time Teaching Personnel at Junior Colleges and Institutions of Higher Education, and other relevant laws and regulations.

Article 19

These Regulations and any amendments made hereto shall be implemented upon review by the University Teacher Evaluation Committee, the Administrative Meeting, and the University Endowment Fund Management Committee, and upon passage by the University Council.

Appendix 1

National Pingtung University of Science and Technology Appointment Contract for Supernumerary Full-Time Teaching Personnel

December 23, 2024 Amendments passed at the 76th University Council meeting

National Pingtung University of Science and Technology (hereinafter referred to as “Party A”), to meet teaching needs, hereby appoints _____ (hereinafter referred to as “Party B”) as a (teaching-oriented / research-oriented) _____ (title) supernumerary full-time teaching personnel (hereinafter referred to as “project-based teacher”). Upon mutual agreement, the parties hereby enter into this contract and agree to be bound by the following terms and conditions:

I. Term of the appointment contract: From ____/____/____ to ____/____/____ (MM/DD/YYYY).

II. Scope of duties:

Within the scope of the Project-Based Teacher Employment Plan formulated by Party A and the relevant education laws and regulations, Party B shall engage in teaching or other related duties as assigned by Party A, and shall be subject to the supervision and evaluation of the appointing unit.

III. Teaching hours and obligations:

(I) Teaching-oriented:

1. Where appointed by an academic unit, project-based teachers shall, in addition to the teaching hours prescribed for full-time teachers of each rank under the University’s Regulations for Calculating Teachers’ Teaching Hours, have an additional four hours counted toward their basic teaching hours. Up to four hours of the basic teaching hours may be offset through the execution of projects upon special approval. Any teaching hours exceeding the basic teaching hours shall be calculated as excess teaching hours in accordance with regulations. Project-based teachers shall also assist in the promotion of administrative affairs of the academic unit.
2. Where appointed by an academic unit, project-based teachers shall, in addition to the teaching hours prescribed for full-time teachers of each rank under the University’s Regulations for Calculating Teachers’ Teaching Hours, have an additional four hours counted toward their basic teaching hours. Up to four hours of the basic teaching hours may be offset through the execution of projects upon special approval. Any teaching hours exceeding the basic teaching hours shall be calculated as excess teaching hours in accordance with regulations. Project-based teachers shall also assist in the promotion of administrative affairs of the academic unit. Where a project-based teacher fails to perform teaching duties in accordance with regulations, no remuneration shall be paid for the relevant period. Any teaching hours exceeding the basic

teaching hours shall be calculated as excess teaching hours in accordance with regulations.

(II) Research-oriented:

The teaching hours shall be determined in accordance with the teaching hours prescribed for full-time teachers of each rank under the University's Regulations for Calculating Teachers' Teaching Hours.

Outside of teaching hours, Party B shall be required to remain on campus for at least four hours per week; the teaching hours for each academic year shall meet the basic teaching hour requirements prescribed for teachers of the relevant academic rank; and Party B shall be scheduled on campus for no fewer than four days per week in each semester.

IV. Remuneration:

Remuneration shall be determined by reference to the salary grades applicable to Party A's full-time teachers in accordance with the Teacher Remuneration Act and relevant regulations, and salary shall be paid based on the actual dates of commencement and termination of employment.

V. The leave, remuneration standards, benefits, and other rights and interests are prescribed as follows:

(I) Leave, salary, salary grade advancement, seniority-based salary increments, year-end bonuses, and other benefits and compensation shall be handled mutatis mutandis in accordance with the provisions applicable to quota-based full-time teachers.

(II) Retirement: In accordance with Paragraph 2 of Article 7 and Paragraph 2 of Article 14 of the Labor Pension Act, Party A shall make pension contributions at the maximum contribution rates. For those who do not meet the requirements of the said Act, retirement matters shall be handled mutatis mutandis in accordance with the Regulations Governing Resignation Payments for Contract Employees of Government Agencies and Schools.

(III) Insurance: Labor insurance, labor occupational accident insurance, employment insurance, National Health Insurance, and any other matters not otherwise specified shall be handled in accordance with the relevant laws and regulations.

(IV) Relief payment: Where a project-based teacher is not reappointed upon expiration of the appointment term and does not fall under any of the circumstances set forth in Articles 6-1 or 6-2 of the Regulations for the Appointment and Promotion of Supernumerary Full-Time Teaching Personnel, a relief payment shall be granted by Party A in accordance with Article 12 of the Labor Pension Act, based on the teacher's years of service with Party A. One-half month of the average salary shall be paid for each full year of service, with service of less than one year calculated on a pro rata basis. The maximum relief payment shall be capped at six months of the average salary.

VI. Ownership of research and development outcomes:

When a teacher completes research and development outcomes of patentable value or

results protected in non-patent forms using the University's resources, the rights and obligations associated with such results shall be handled in accordance with the University's Regulations Governing Patent Applications, Technology Transfer, and Related Matters for Research and Development Outcomes.

VII. Other obligations:

- (I) The maximum term of appointment of Party B shall be three academic years, and Party B shall undergo evaluation each year in accordance with the University's Regulations for the Evaluation of Project-Based Teachers.
- (II) Party B's concurrent teaching or employment, whether within or outside the University, shall be handled mutatis mutandis in accordance with the provisions applicable to Party A's full-time teachers.
- (III) When undertaking commissioned research, Party B shall enter into contracts in Party A's name and shall handle all matters in accordance with the University's Regulations for the Management of Revenues and Expenditures of Industry–Academia Collaboration. Party B may not, without going through Party A's administrative procedures, independently execute contracts with any institutions.
- (IV) When Party B, in the course of teaching, advising, training, evaluating, managing, counseling, or providing students with work opportunities, **holds a position of unequal power in terms of status, knowledge, age, physical strength, identity, ethnicity, or access to resources**, Party B shall not, in interpersonal interactions involving sex or gender **with adult students**, have **relationships based on sexual conduct or romantic emotions** that violate professional ethics. Party B shall respect the sexual and bodily autonomy of others and themselves, and shall comply with the Gender Equity Education Act, the Gender **Equality in Employment** Act, as well as other relevant provisions.
- (V) Party B shall comply with the University's Code of Teacher Ethics and **Regulations** for the Prevention of Campus Bullying, as well as other relevant provisions.

VIII. Reporting for duty and separation:

Upon receipt of the appointment notice from Party A, Party B shall complete the report-for-duty procedures with Party A's appointing unit and the Personnel Office within the prescribed time. Upon separation, Party B shall complete the required separation procedures before leaving the University.

IX. Notice of resignation:

Where Party B intends to resign during the term of the appointment contract for any reason, resignation shall, in principle, take effect at the end of a semester. Party B shall submit an application for resignation at least two months in advance and may resign only upon Party A's consent. In the event of any violation of the foregoing, Party A shall not issue separation certification documents, and Party B shall be liable for compensation for any damages incurred by Party A in an amount equal to twice the monthly salary for the remaining term of the appointment.

X. Breach of contract liability:

Where, during the term of the appointment contract, Party B falls under any of the circumstances set forth in Articles 6-1, 6-2, 6-3, or 6-4 of the University's Regulations for the Appointment and Promotion of Supernumerary Full-Time Teaching Personnel, the matter shall be handled in accordance with the relevant provisions thereof. Where Party A suffers any damage as a result, Party A may seek compensation from Party B. Where Party B causes damage to Party A due to failure to complete handover procedures in accordance with regulations upon separation, incomplete handover, or other circumstances, Party B shall likewise bear liability for compensation.

Where, during the effective term of the appointment contract, Party B becomes subject to dismissal, non-renewal of appointment, suspension, or severance with pay as prescribed under the Teachers' Act, such circumstances shall be deemed a breach of contract and shall be handled in accordance with the preceding paragraph.

- XI. During the term of the appointment contract, Party B shall comply with all relevant regulations of Party A. Any violations may, depending on the severity of the circumstances, be submitted to the Teacher Evaluation Committees at the appropriate levels for review and disposition.
- XII. Any matters not provided for in this Contract shall be handled in accordance with the Ministry of Education's Principles Governing the Employment of Supernumerary Full-Time Teaching Personnel at Junior Colleges and Institutions of Higher Education, the University's Regulations for the Appointment and Promotion of Supernumerary Full-Time Teaching Personnel, and other relevant laws and regulations.
- XIII. This Contract is executed in five counterparts, of which Party A shall retain four copies (to be distributed to the employing unit, the Legal Affairs, Deliberation, and Project-Based Personnel Division under the Office of Secretariat, the Personnel Office, and the Accounting and Statistics Office), and Party B shall retain one copy.
Party A (contracting party): National Pingtung University of Science and Technology
Address: No. 1, Xuefu Rd., Neipu Township, Pingtung County 912
Representative:
Party B:
Address:
National ID number: