National Taiwan Ocean University
Directions for the Management of Research Project Contract Personnel

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Article 1 These Directions are established to ensure the sound management of research project contract personnel of the University. Unless otherwise provided by laws and regulations, matters shall be handled in accordance with these Directions.

Article 2 For the purposes of these Directions, "research project contract personnel" refers to personnel employed under the following projects:

(1) Projects of the National Science and Technology Council, Executive Yuan (hereinafter referred to as "the NSTC").

(2) Research projects of the Ministry of Agriculture, Executive Yuan.

(3) Projects of other government agencies and public or private enterprises.

Article 3 The employment of research project contract personnel shall be handled by the respective principal investigators. Principal investigators shall recuse themselves from employing, as project personnel, their spouses, blood relatives or relatives by marriage within the third degree of kinship, and any person falling under any of the circumstances specified in the subparagraphs of Point 3 of the "Directions for Schools on Reporting and Inquiry Procedures for Contract Personnel."

Article 4 The qualifications and remuneration of newly hired research project contract personnel shall be handled in accordance with the relevant regulations of the commissioning agency and the University; in addition, the principal investigator shall determine the project job title and remuneration, taking into overall consideration the job content, professional skills, expected performance, and other factors. The project job titles and

remuneration of research center and project contract personnel shall be determined with reference to the University's "National Taiwan Ocean University Reference Table for Remuneration of Full-Time Project Personnel"; where the commissioning agency has approved remuneration rules for the project, such rules shall prevail.

In principle, the salary of incumbent research project contract personnel shall be raised by one step per year. Where the principal investigator rates the work performance of such personnel as excellent and project funding permits, the salary may, with the University's approval obtained through an official memorandum, be raised by multiple steps based on work performance, up to a maximum of five steps, and in principle only once.

Matters concerning salary placement based on prior service, attendance, rewards and penalties, benefits, contract termination, year-end evaluations, and other related matters for full-time project personnel of units managed by the Personnel Office (excluding full-time personnel under individual faculty projects) and for full-time project administrative personnel shall be handled in accordance with the University's regulations governing project staff employed under the University Fund. The remuneration of full-time project administrative personnel shall be determined in accordance with the University's "National Taiwan Ocean University Reference Table for Remuneration of Full-Time Project Administrative Personnel."

Article 5 For the employment of research project contract personnel, the employment application form (Attachment 1) and the contract (Attachment 2) shall be completed online through the Project Management and Awards/Subsidies System of the Office of Research and Development of the University and, upon approval, sent to the relevant units.

Article 6 The attendance of research project contract personnel and related matters shall be governed by the following principles:

(1) During the contract period, research project contract personnel shall comply with the University's attendance regulations and shall personally clock in and out every workday. They shall also be subject to the work supervision of the principal investigator and the University and shall not arrive late, leave early, or be absent without leave. Those unable to report to work for any reason shall apply for leave in accordance with the "National Taiwan Ocean University Leave Schedule for Research Project Contract Personnel" (Attachment 3).

(2) Where research project contract personnel work off campus and are unable to comply with the clock-in requirement, the principal investigator shall obtain the University's approval through an official memorandum, and attendance shall be recorded monthly on paper and kept on file by the principal investigator.

(3) Working hours shall be eight hours per day. Where working hours need to be adjusted due to project needs, the adjustment may be made by completing the contract personnel application form, provided that labor laws and regulations are not violated. For work performed on a rest day, remuneration for the first two hours shall be paid at the regular hourly rate plus an additional amount of at least one and one-third of that rate; for work continuing beyond two hours, remuneration shall be paid at the regular hourly rate plus an additional amount of at least one and two-thirds of that rate.

(4) Overtime work by research project contract personnel shall be assigned by the principal investigator based on actual work needs. An overtime request form shall be completed in advance, and overtime may be performed only upon the University's approval. The start and end times of overtime shall be evidenced by

clock-in and clock-out records.

The working hours of project contract personnel who work overtime under the preceding subparagraph, including regular working hours, shall not exceed twelve hours per day. Overtime shall not exceed forty-six hours per month (including lunchtime overtime); however, with the consent of the University's Labor-Management Meeting or of the project contract personnel, overtime shall not exceed fifty-four hours per month (including lunchtime overtime) and shall not exceed one hundred thirty-eight hours in any three-month period (including lunchtime overtime).

(5) Where research project contract personnel work beyond regular working hours or on a rest day as prescribed in Article 36 of the Labor Standards Act and, at their own choice and with the University's consent, opt for compensatory leave, the hours of compensatory leave shall be calculated based on the hours worked by the project contract personnel.

The compensatory leave referred to in the preceding paragraph shall be taken in the chronological order in which the overtime or rest-day work occurred and shall be completed within one year after the overtime. However, where the last day of the period for taking such compensatory leave falls after the anniversary of the employee's start date, the anniversary of the start date shall be the deadline. Hours of compensatory leave not taken by the end of the period referred to in the preceding paragraph or upon termination of the contract shall be compensated at the remuneration rate applicable on the day on which the overtime or rest-day work was performed.

Remuneration for compensatory leave not taken by the end of the period referred to in the preceding paragraph shall be paid within thirty days. Upon termination of the contract, remuneration shall be settled immediately.

(6) Overtime pay claims of research project contract personnel, remuneration for annual leave days not taken by the end of each anniversary year or upon termination of the contract, and related personnel expenses shall be paid within thirty days. However, where the principal investigator and the research project contract personnel have agreed through consultation to defer unused leave days to the following anniversary year, remuneration shall be paid for any days still unused at the end of the following anniversary year or upon termination of the contract, and such remuneration shall be paid from the principal investigator's project funds. Annual leave may be granted in units of hours. Whether research project contract personnel follow the University's arrangements during winter and summer vacations and the seven-day flexible leave period shall be decided by the principal investigator.

(7) Leave shall be given on all commemoration days, holidays, Labor Day, and other days designated as holidays by the central competent authority, as prescribed in Article 37 of the Labor Standards Act.

(8) Where regular days off, rest days, holidays (commemoration days), or annual leave are suspended and work is performed as usual, remuneration shall be paid at double the regular rate. In addition, the unit handling the matter shall, in accordance with applicable regulations, report to the Keelung City Government for recordation within twenty-four hours after the extension begins.

(9) Where natural disasters, unforeseen events, or emergencies require research project contract personnel to extend their working hours on a regular workday, remuneration for the extended hours shall be paid at double the regular rate, and appropriate rest shall be granted afterward. For work performed on the days off

and holidays specified in Articles 36 to 38 of the Labor Standards Act, remuneration shall be paid at double the regular rate, and appropriate compensatory rest shall be granted afterward. The unit handling the matter shall, within twenty-four hours after the event, report to the Keelung City Government for approval and recordation, stating the reasons in detail.

(10) Any matters concerning attendance not covered by these Directions shall be handled in accordance with the University's relevant regulations governing project staff.

Article 7 Year-end evaluations and performance bonuses for project personnel shall be handled as follows:

(1) The principal investigator shall decide whether the year-end evaluation of research project contract personnel shall be conducted in accordance with the "National Taiwan Ocean University Directions for the Implementation of Year-End Work Evaluations for University Fund Project Staff," and shall manage such evaluations at their own discretion.

(2) Performance bonuses for research project contract personnel:

1. Performance bonuses may be granted within the available budget only after the principal investigator, having considered the contribution of the full-time project personnel's expertise, abilities, and skills to the work and the funding situation, has obtained the University's approval through an official memorandum.
2. Performance bonuses shall not exceed, per month, 60% of the professional allowance for Grade 1 civil servants (excluding remuneration for concurrent positions).
3. Performance bonuses shall be paid from the balance of the principal investigator's project funds; where the funding agency has other regulations, such regulations shall prevail.

Article 8 Research project contract personnel shall work on the project on a full-time basis. Where concurrent employment is necessary for special reasons, the consent of the principal investigator and the University shall be obtained; provided that, where the cooperating party has restrictive regulations, such regulations shall be followed.

Article 9 Data collected and research results obtained by research project contract personnel in the course of project work shall not be used or disclosed without the consent of the principal investigator, and such personnel shall comply with the relevant provisions of the National Taiwan Ocean University Regulations Governing the Management of Trade Secrets in Research and Development Results; both parties shall sign a "Confidentiality Agreement" concerning the relevant research and development results. In the event of a violation, in addition to termination of the contract, the matter may be handled in accordance with the law if illegal gains are involved.

Article 10 Research project contract personnel shall comply with the relevant regulations of the University and the cooperating institution; in the event of a violation, the contract may be terminated and the personnel dismissed at any time.

Article 11 Research project contract personnel may apply for a certificate of employment (Attachment 4) during the contract period and a certificate of service (Attachment 5) after leaving the position.

Article 12 Research project contract personnel may, in accordance with the regulations of the

commissioning agency, make severance fund or labor pension contributions.

Article 13 Research project contract personnel shall be enrolled in Labor Insurance and National Health Insurance, and their enrollment shall be withdrawn upon expiry of the contract or upon leaving the position before expiry. Where enrollment is not withdrawn as required, any resulting costs (including fines for violations of the Labor Standards Act and litigation) shall be borne by the individual concerned or the principal investigator.

Article 14 Research project contract personnel who need to leave the position before the expiry of the contract for any reason shall submit a resignation application form (Attachment 6) one month in advance. A certificate shall be issued only after the application has been approved by the principal investigator, the project implementing unit, and the President, and the resignation procedures have been completed.

Article 15 These Directions shall be issued and implemented upon approval by the Labor-Management Meeting and the Administrative Meeting of the University.