

Contract for Students Receiving Financial Aid and Appointed as Part-time Assistants, Tzu Chi University of Science and Technology

Tzu Chi University of Science and Technology (hereinafter referred to as Party A)

Contract parties:

_____ (hereinafter referred to as Party B)

Party A appoints Party B to work as a student receiving financial aid or part-time assistant as required at administrative and academic units, and both parties agree to jointly execute the following terms.

1. Contract period:

Noncontinuous work, with employment applicable from the approval of the application during the course of study; in case of contract termination as required, termination will be handled in accordance with the Labor Standards Act and relevant regulations.

2. Job responsibilities:

- (1) Assist in related affairs and office clerkship work.
- (2) Assist in related tasks assigned by the employing unit.

3. Work location:

The work location for providing services by Party B will be the location of Party A, and when required, Party A may be assigned to locations other than that of the location of Party A to perform the job responsibilities stipulated in the present contract.

4. Remuneration:

- (1) During the course of employment, Party A shall pay Party B in accordance with the hourly wage standards of the Ministry of Labor or related project funding.
- (2) In the event funding has not been disbursed or disbursement procedures cannot be processed, Party B shall agree to a deferment in payment.

5. Working hours:

Party A may schedule work hours as per its needs following an agreement by both parties.

6. Job specification:

- (1) Work discipline: Party B shall execute his/her duties in accordance with the directions and supervision of Party A, may not be delinquent, and shall abide by the work rules of Party A.
- (2) Principles regarding computer software use: Party B may not install unlicensed software on the computers of Party A without the prior approval of Party A.

7. Rights and duties of Party B:

- (1) Insurance: Party A shall pay the relevant labor insurance of Party B in accordance with related provisions in the Labor Insurance Act during the course of Party B's employment; Party B shall bear the premium, which shall be deducted and withheld by Party A from the remuneration payments to Party B.
- (2) Contribution to labor pension: Party A shall contribute 6% of the monthly wages of Party B into the personal pension account of Party B in accordance with the Labor Pension Act, and Party B may voluntarily contribute to his/her own labor pension account within a limit of 6% (the voluntary contribution application form is provided in the Appendix).

- (3) Occupational injury: Party A shall bear the compensation responsibilities in accordance with the Labor Standards Act in the event that Party B encounters an occupational injury. However, Party A may claim offset if it has already paid compensation in accordance with the Labor Pension Act or other regulations for the same incident.
- (4) Prevention and treatment of campus sexual assault, sexual harassment, and sexual bullying:
 1. Party A shall enforce the provisions in the Employment Service Act prohibiting employment discrimination; the provisions in the Act of Gender Equality in Employment prohibiting sexual discrimination; as well as the provisions regarding sexual harassment prevention and gender equality in employment.
 2. Party B shall abide by the Regulations on the Prevention of Sexual Assault, Sexual Harassment, and Sexual Bullying on Campus and respect the sexual and bodily autonomy of him/herself and others, avoid unwelcome conduct, and not handle conflicts related to sexuality or sex through coercion or violence.
- (5) Occupational safety and hygiene: Party A shall handle occupational safety and hygiene matters in work locations in accordance with the Occupational Safety and Health Act and other related regulations to safeguard the health, safety, and welfare of Party B.

8. Confidentiality agreement

- (1) Party B shall adopt necessary measures to safeguard the privacy of Party A and fulfil his/her duty of confidentiality upon the knowledge, contact with, or possession of any information related to Party A in the course of work. Party B may not disclose, inform, or transfer to any third parties, or assist third parties in obtaining information or confidential content without the written approval of Party A or in accordance with relevant regulations. Party B may not use work related information for the interest of him/herself or of third parties.
- (2) Party B shall return all belongings, equipment, and work-related documents of Party B upon termination of the work contract, and may not retain any copies in any form.
- (3) The duty of confidentiality borne by Party B as arising from the present contract shall remain effective with the termination, cancellation, or invalidity of the present contract. If Party B violates the provisions, he/she shall be subject to civil and criminal proceedings.

9. Handover

Party B shall handover the property and operations of Party A upon the work adjustment of Party B by Party A or the termination of the employment contract.

10. Other bases of rights and duties

- (1) Party A may collect, process, or use the personal information of Party B in accordance with the Personal Data Protection Act when necessary for work affairs.
- (2) The rights and duties of Parties A and B during the course of the contract are handled in accordance with the provision of the present contract. Matters not covered in the present contract shall be handled in accordance with related governmental regulations or the work regulations established by Party A.

11. Parties A and B agree that the labor administration office of the work location will serve as the mediation unit in the event of a dispute over remuneration payment between Parties A and B, as well as agree that the district court of the location of service shall serve as the jurisdiction area for litigation.

12. Contract copies

The present contract is made in duplicate, with Parties A and B each retaining one copy.

Contract Parties

Party A: Tzu Chi University of Science and Technology

Representative: University President Luo, Wenrui

Address: No. 880, Sec. 2, Jianguo Rd., Hualien City, Hualien County 970, Taiwan (R.O.C.)

Phone: 03-8572158

Party B: (Student ID no.) (Name) (Signature)

National Identification Card No.:

Date of Birth: (YYYY/MM/DD)

Legal Representative:

(Signature of legal representative required for persons aged younger than 20 years)

Address:

Phone:

Date: / / (YYYY/MM/DD)