

Detailed Rules on Contractual Research Staff Members

Established on Sep. 1, 1987
Amended on Sep. 9, 1988
Amended on Jan. 1, 1995
Amended on Oct. 1, 1997
Amended on Jul. 1, 1998
Amended on Jun. 20, 2000
Amended on Mar. 18, 2004
Amended on Jun. 16, 2004
Amended on Mar. 1, 2007
Amended on Jul. 1, 2008
Amended on Mar. 1, 2009
Amended on Mar. 13, 2014

Chapter 1 General Provisions

Article 1 (Purpose) These detailed rules seek to specify matters concerning the appointment and work conditions of contractual research staff members (research staff, administrative staff, and technical staff) in each department, affiliated institutes, POSTECH Research and Business Development Foundation, and affiliated research centers of the Pohang University of Science and Technology (hereinafter referred to as “University”).

Article 2 (Definition of Contractual Research Staff Member) A contractual research staff member refers to a person who is hired for a fixed term to assist the Research Director in research, administration, or simple labor jobs.

Article 3 (Classification of Contractual Research Staff Member) ① Contractual research staff members shall be classified as follows according to the work they may perform:

1. Research staff: Refers to a person hired for a fixed term to assist in research; a research staff may be given an appropriate position according to his/her experience
 - A. Principal Research Staff: Refers to a person with 5 years or more research experience after obtaining a doctoral degree
 - B. Senior Research Staff: Refers to a person with 3 years or more research experience after obtaining a doctoral degree
 - C. Post-doctoral Research Associate: Refers to a person with a doctoral degree
 - D. Research Staff: Refers to a person with a Bachelor’s or higher degree
 - E. Technical Research Personnel: Refers to a researcher who has completed a doctoral degree program and works for a special case of compulsory military service
2. Research Administrative Assistant: Refers to a person hired for a fixed term to assist in administrative support for research
3. Laboratory Assistant: Refers to a person hired for a fixed term to support a research

② Notwithstanding Clause 1, if a person with a doctoral degree has research achievements equal to the following, he/she may be given the corresponding position at the request of Head of the Office where he/she belongs when entering into a contract.

1. Principal Research Staff: at least 10 professional journals
2. Senior Research Staff: at least 5 professional journals

Article 4 (Budgeting Principles) The Research Director shall be responsible for any and all costs related to the appointment of a research contract staff including remuneration, severance pay, and social insurance (National Pension, National Health Insurance, Employment Insurance, and Industrial Accident Insurance). However, exceptions may be allowed if decided by the Faculty Personnel Committee.

Chapter 2 Appointment

Article 5 (Appointment Principles) ① A contractual research staff member shall be appointed when he/she enters into a contract with the Research Director and the University gives written approval for the contract. If a contractual research staff member is appointed without approval from the University, the Research Director shall assume full responsibility.

② Contractual research staff members (research staff, administrative staff, and technical staff) shall not be included in the capacity of the University.

Article 6 (Appointment Process) The appointment of the Research Director shall require the approval of the University through the Head of Department, Head of the affiliated institute, or Director of the affiliated research center.

Article 7 (Required Documents) A person to be appointed research contract staff shall submit the following documents 15 days prior to the appointment date:

1. Application form for new appointment as contract staff (using the prescribed form (Attached Form No. 1))
2. Employment Contract (using the prescribed form (Attached Form No. 2))
3. Curriculum Vitae (with photo)
4. Resident registration (for foreigner, passport, VISA [with date of entry into Korea] and copy of Alien Registration Card [to be submitted after registration])
5. Other documents deemed necessary by the President of the University

Article 8 (Responsible Office) Matters concerning the appointment of a contractual research staff shall be administered by the office in charge of human resources.

Article 9 (Contents of a Contract) A contract shall specify the following:

1. Contract period
2. Matters concerning the total annual salary, monthly salary, and severance pay
3. Matters concerning the annual leave, weekly leave, and prescribed working hours
4. Research Director Information (Department, Position, and Name) and Project Details (CODE, Budget Registration Number, Relevant Institutes, and Project Name)
5. Matters concerning the question of ownership of an invention, a design, or its equivalent
6. Matters concerning the cancellation of a contract

Article 10 (Limitation on the Contract Period) The contract period shall not exceed 1 year unless the necessary term for the completion of a specific business (project) is specified. However, the University may make an appointment with a modified contract period if necessary; for contractual research staff members other than those holding a doctoral degree and working as technical research personnel, the contract period shall not exceed a total of 2 years.

Article 11 (Restriction on Appointments) ① A person shall not be appointed with wages that are less than the minimum wage set by the Labor Standards Act.

② Appointment without any pay shall not be allowed except in case of justifiable reasons.

③ A person currently holding office in or attending the University or other institutes shall not be appointed. However, a graduate-to-be of the University may be appointed starting from the following month (January or July) after the completion of his/her final semester.

④ Notwithstanding clauses 2 and 3, an employee in service for other organizations may be allowed to concurrently hold additional office with approval from the President of the University for cases such as conducting joint research.

⑤ A contractual research staff member belonging to the University shall concurrently belong to the POSTECH Research and Business Development Foundation.

Article 12 (Cancellation of a Contract) If a contractual research staff member or the Research Director cites justifiable reasons and asks for the cancellation of a contract, the contract may be canceled, and the contractual research staff must be notified in writing of the reason. In such case, a contractual research staff member must be

given an opportunity to explain himself/herself.

Article 13 (Entering into a Contract) Three copies of the contract shall be prepared and signed and sealed, with each copy kept by the office hiring the person, the person entering into the contract, and the office administering the appointment.

Article 14 (Research Director's Responsibility to Serve a Notice) The Research Director shall immediately notify the Head of the office administering the appointment of any and all changes in the contents of a contract or any occurrence of other causes that may affect an appointment.

Article 15 (Extension of a Contract Period) ① Upon completion of a contract period, if applicable, an application for the extension of a contract period shall be submitted to the office administering the appointment at least 30 days prior to the completion date for approval.

② The application procedure for the extension of a contract period shall be the same as that for the appointment procedure.

Chapter 3 Service

Article 15 (Obligations) A contractual research staff member shall observe the following:

1. Receive orders from the Head of the office where he/she belongs and the Research Director with respect to his/her job and complete his/her duties conscientiously and faithfully.
2. Refrain from disclosing any confidential information of the University or important matters obtained with respect to his/her job.
3. Observe the terms and conditions of his/her contract.
4. If a person causes any damage to the University on purpose or because of serious negligence on his/her part, he/she shall be liable for any and all reparation costs.

Article 17 (Contractual research staff members' Service) The Regulations on Staff Members Service shall apply *mutatis mutandis* to matters concerning contractual research staff's service except to the following items:

1. Matters concerning watch duty
2. Matters concerning quality improvement training

Article 18 (Time and Attendance Management) The Research Director shall be responsible for the management of contractual research staff members' time and attendance.

Chapter 4 Remuneration

Article 19 (Remuneration System) ① Contractual research staff members' remunerations shall be based on the annual salary system and paid according to the contract entered into with the Research Director.

② The minimum wage for each position shall be offered as per the Labor Standards Act.

③ The annual salary for each position shall be determined based on the standard amount set in an employment contract reflecting the personnel expenses on the participating research project.

④ If an administrative or a technical staff takes charge of a duty equal to that of a staff in terms of the job description, the annual salary may be determined within the range of the annual salary of such staff.

Chapter 5 Dismissal from Office

Article 20 (End of Contract due to Natural Causes) A contractual research staff member shall be regarded as dismissed accordingly under any of the following cases:

1. When his/her contract period is completed and is not extended pursuant to the provisions of Article 15

2. When his/her project or commissioned business is canceled or completed
3. When the position or the quota is canceled or exceeded due to the opening and closing down of an organization or reduction in budget

Article 21 (Resignation) A person may resign at his/her own -- or the Research Director's -- request.

Article 22 (Application for Retirement Settlement) ① A contractual research staff member who wishes to resign shall apply for retirement settlement at least 15 days prior to the retirement date through the POSTECH Vision Information System (POVIS).

② The Research Director shall be jointly liable for any and all costs that may be incurred due to a contractual research staff member's failure to apply for retirement settlement before the due date.

Article 23 (Severance Pay) Matters concerning the payment of severance pay shall be determined separately.

Chapter 6 Miscellaneous

Article 24 (Insurance Subscription) ① A contractual research staff shall subscribe to National Pension, National Health Insurance, Employment Insurance, and Industrial Accident Compensation Insurance (Wage Claim Guarantee Insurance) as required by laws and regulations.

② The employer's contributions to social insurance (National Pension, National Health Insurance, Employment Insurance, and Industrial Accident Insurance) shall be shouldered by the Research Director; personal contributions shall be paid from the contractual research staff's own remuneration, however. (Amended March 13, 2014)

③ (Deleted March 13, 2014)

Article 25 (Cost Collection) The Research Director shall be jointly liable for the collection of any and all costs including phone bills, accommodation charges, and meal allowances of contractual research staff members.

Article 26 (Issuance of Certificates) ① The University shall issue a certificate with respect to appointment at the request of a person currently in service or one whose contract is terminated.

② For non-full-time service, the terms (hourly fees, unpaid work, etc.) of a contract may be specified in the certificate.

Article 27 (Mutatis Mutandis Application) The relevant laws and regulations shall apply mutatis mutandis to matters other than those provided for by these detailed rules.

Addendum

These regulations shall take effect on September 1, 1987.

Addendum

These amended regulations shall take effect on September 9, 1988.

Addenda

1. These amended regulations shall take effect on January 1, 1995.

2. Matters executed prior to the effective date of these regulations shall be deemed executed pursuant to these regulations.

Addendum

These amended regulations shall take effect on October 1, 1997.

Addendum

These amended regulations shall take effect on July 1, 1998.

Addendum

These amended regulations shall take effect on June 12, 2000; matters executed prior to the amendment of these regulations shall be deemed executed pursuant to these regulations.

Addendum

These amended regulations shall take effect on March 18, 2004.

Addendum

These amended regulations shall take effect on June 16, 2004.

Addenda

1. (Effective Date) These amended regulations shall take effect on March 1, 2007.
2. (Interim Measures) A dual commitment to the Industry-Academic Cooperation Foundation and to the University as executed prior to the effective date of these regulations shall be deemed executed pursuant to these regulations.

Addenda

1. (Effective Date) These amended regulations shall take effect on July 1, 2007.
2. Notwithstanding the provisions of Clause 1, these regulations shall govern matters executed prior to the effective date. However, provisions concerning Article 10 (Limitation on the Contract Period) shall be applied to cases of entering or renewing an employment contract or extending an existing employment contract after June 1, 2007 pursuant to the "Act on the Protection, Etc., of Fixed-term and Part-time Employees."

Addendum

These amended regulations shall take effect on March 1, 2009.

Addendum

These amended regulations shall take effect on March 13, 2014.