

從事就業服務法第四十六條第一項第八款至第十款規定工作之外國人委任跨國人力仲介辦理就業服務事項契約

The Contract for Private Employment Services Institutions Engaging in Oversea Manpower Agency Operation to Govern Employment Service Items Appointed by Foreign Worker Regarding Item 1.8 to 1.10 of Article 46 of Employment Services Act

本契約於 年 月 日經甲方攜回審閱
(本契約於甲方入國前審閱期間至少為三日)

This Contract is carried back by Party A for review on the ____ day of _____, 20____.

(This Contract shall be reviewed by Party A for at least 3 days before entering the Republic of China)

立契約書人：(外國人全稱) _____ (以下簡稱甲方)

Contractor: (Full Name) _____ (hereinafter referred to as Party A) (私立就業服務機構全稱) _____ (以下簡稱乙方)

(Full Name of Private Employment Services Institution)

(hereinafter referred to as Party B)

茲就甲方委任乙方辦理就業服務等事項，雙方合意訂定本契約書條款如下：

For employment services that have been authorized by Party B to Party A, both Parties mutually agree to enter this Contract with the terms and conditions as follows:

第一條：本契約期間____年____月____日至____年____月____日。
(甲、乙雙方於本契約屆滿前如有續約必要，經雙方同意，以書面另行約定)

Article 1: This Contract is valid from the ____ day of _____, 20____ through the ____ day of _____, 20____.

(If agreed upon by both parties, this Contract may be extended in writing signed by both parties prior to the termination date.)

第二條：服務項目

Article 2: Service Items

- 一、乙方須告知甲方有關中華民國法令、風俗、民情、薪資、福利、法定費用扣繳及工作權益等相關資訊。

Party B shall notify Party A of laws and/or regulations, folk customs, salaries, welfares, legal expense withholding and working rights and interests in the R.O.C.

- 二、乙方應協助安排接送甲方至雇主指定工作處，及甲方聘僱關係終止或聘僱許可期間屆滿返國。

Party B shall render assistance in making arrangements for pick up/delivery of Party A to the work location designed by employer and for the repatriation upon the expiration of the validity of the employment permit or termination of the employment.

- 三、乙方應每一個月二個月三個月至少電話聯繫或訪視甲方一次二次三次四次以上（次），提供翻譯、諮詢服務、協助排解工作壓力與生活適應及管理等等事項。

Party B shall contact or visit Party A one time two times three times four or more times (times) per month every two months every three months by phone or in person to provide services of translation, counseling, pressure relief, living accommodation, management, etc.

- 四、乙方須協助甲方與雇主溝通、協調、糾紛排解，並將雇主之工作規則及生活管理事項翻譯成甲方母國之文字讓甲方熟悉與瞭解。

Party B shall assist Party A in communicating, coordinating and mediating the dispute with Employer as well as translate the rules of work and daily activity management set up by the employer into Party A's mother language, so that he/she can familiarize and understand.

- 五、乙方於甲方入國後，依入出國及移民法相關規定期限，協助甲方至內政部入出國及移民署製作指紋紀錄，並辦理居留業務。

After Party A enters the R.O.C., Party B shall assist Party A in going to the National Immigration Agency, Ministry of the Interior to take fingerprints and to register residence within a timeframe specified in the Immigration Act.

- 六、乙方應告知甲方辦理健檢及核備程序之情形。

Party B shall notify Party A of the processes for the medical checkups and for submitting the results to the competent authority of the local government for reference.

- 七、甲方發生意外事故時，乙方須協助處理之事項如下：

When Party A is involved in accident, the assistance shall be rendered by Party B as follows:

- (一) 甲方重傷或死亡，乙方提供免費善後協商服務，協助甲方之雇主聯絡甲方之家屬及協助來臺處理善後事宜，或協助甲方返國及將甲方遺體及其私人物品運送返國。

In the event Party A suffers seriously injury or death in an accident, Party B shall provide free negotiation services; assist the employer of Party A in contacting the family members of Party A to come to Taiwan for handling follow-up works; or assist with the repatriation of Party A and repatriate the remains of the Party A and his/her personal belongings to his/her country of origin.

- (二) 乙方因協助甲方所衍生之費用，應由甲方負擔。

Party A shall bear the expenses in connection to the assistance provided by Party B.

- 八、甲方觸犯法令或因故遭遣返時，乙方應協助甲方辦理出國事宜。

In the event of repatriation as a result of Party A's violation of law or regulation, Party B shall assist Party A in leaving the country.

第三條：乙方為甲方辦理前條之服務，應依「私立就業服務機構收費項目及金額標準」收費，雙方議定費用如下：

服務費：第一年每月新臺幣_____元，第二年每月新臺幣_____元，第三年每月新臺幣_____元。

(第一年每月不得超過新臺幣一千八百元，第二年每月不得超過新臺幣一千七百元，第三年每月不得超過新臺幣一千五百元。但曾受聘僱工作二年以上，因聘僱終止或期滿出國後再入國工作，並受聘於同一雇主之外國人，每月不得超過新臺幣一千五百元。)

Article 3: Service Fees NT\$_____ per month for the first year, NT\$_____per month for the second year and NT\$_____per month for the third year.

(Party B may collect from the Party A a maximum amount of NT\$1,800 per month for the first year; NT\$1,700 per month for the second year; and NT\$1,500 per month for the third year. As for a Foreign Worker who has completed 2 years or more of employment Contract, gone back to the his/her home country, and is re-processed for return and employment to the same employer, may be charged a maximum of NT\$1,500 per month.)

第四條：收費及退費方式

Article 4: Expense and Refund

- 一、費用給付方式：

Payment：

- (一) 甲方應於每月_____日前，以現金給付匯款轉帳方式其他_____等方式支付乙方服務費。
Party A shall pay the service fees to Party B by cash, wire transfer or others_____ before _____per month.
- (二) 甲方應負擔之健康檢查規費、居留證規費、展延居留證規費。本款代辦項目之規費應於乙方辦理時給付。
Party A shall pay for the expenses of health examination, residence permit and extension. The expenses under this subsection shall be paid to Party B at the time services are rendered.
- (三) 乙方收取服務費時，應掣給收據或發票，並保存收據或發票存根五年。
Receipt or invoice shall be issued by Party B while collecting service fees. Each receipt or invoice shall be maintained for a period of 5 years.

二、乙方應依第二條第二款規定，協助安排接送甲方，不得向甲方收取接送所需之交通費用。

Party B shall, in accordance with Article 2(2), render assistance in making arrangement for party B to be picked up and shall not impose any transportation fees for pick-up service on Party A.

第五條：甲方之義務

Article 5: Party A's Obligation

甲方應於乙方依本契約提供服務後，按期繳交服務費。

Party A shall make timely payment for the service fees to Party B after the services are rendered under this Contract.

第六條：乙方之義務

Article 6: Party B's Obligation

一、本契約訂定前，乙方應對甲方詳細說明契約條款內容。

Party A shall be well-informed of the terms and conditions of this Contract by Party B before making this Contract.

二、乙方應依契約規定，履行乙方應辦事項。

Party B shall perform the services set forth in this Contract.

三、乙方不得收受規定標準以外之費用。

Party B shall not charge for additional fees other than those specified in the relevant regulations.

第七條：契約訂定、變更、終止及損害賠償

Article 7: Establishment, Modification, Termination and Compensation

一、契約自甲、乙雙方訂約日起生效，契約內容的變更或記載事項的增刪，非經甲、乙雙方書面同意，不生效力。

This Contract takes effect on the day signed by Party A and Party B. Modification, addition or deletion of this Contract shall be not be valid and binding unless in writing signed by the Parties hereto.

- 二、甲方或乙方得隨時終止契約，契約之終止應以書面通知他方。

Either Party may terminate this Contract at any time upon written notice of termination provided to the other Party.

- 三、因前款規定終止契約致他方遭受損害時，應負損害賠償責任。但因不可歸責於雙方當事人之事由或因甲方於安置收容期間而終止契約者，不在此限。

In connection to the previous provision, the Party that ends the Contract shall be liable for reimbursement if such termination causes damage to the other Party. However, conditions or circumstances not attributable to both Parties or attributable to the period when Party A is being placed in the shelter shall be exempted from this provision.

- 四、甲、乙雙方就契約所生義務之不履行或延遲履行，而致他方受有損害時，應負損害賠償責任。

When either Party fail or delay to perform its obligations under this Contract resulting in damages to the other Party, he/she shall held the liable for damages or loss.

- 五、契約有效期間屆滿時，效力即行終止。

This Contract terminates by expiration of its term.

第八條：乙方為從事跨國人力仲介業務所為廣告內容及附件，均為契約之一部分。

Article 8: Any Advertisement and attachments published by Party B for engaging in oversea manpower agency operation shall be deemed as a part of this Contract.

第九條：保密條款

Article 9: Confidentiality

- 一、乙方對於甲方之個人資料應予保密，並不得為不當使用。

Party B shall keep Party A's personal information confidential, and not misuse that information in anyway.

- 二、乙方違反前款規定致甲方受有損害者，應負賠償責任。

For Party B's violation of the previous provision that cause the damage or loss to Party A, Party B shall be liable for reimbursement.

第十條：通知之送達處所

Article 10: Notice

一、雙方意思表示之通知，均以契約書所載之地址為送達處所，變更時應以書面通知他方。

All notices or other communications given by one Party to the other hereunder shall be in writing, delivered by registered mail to the addresses specified in this Contract. A written notice shall be given to the other Party in case of any changes.

二、依前款送達處所所為之送達，未能送達者，以存證信函付郵日起第五日推定對他方為合法之送達。

The address specified below shall be deemed to be the valid address to which the communication or notice can be delivered. A notice shall be deemed received by the addressee on the 5th day which it is sent by registered mail in case of a change of address without prior notice(s).

第十一條：合意管轄

Article 11: Jurisdiction

因契約所生之訴訟，甲乙雙方同意以_____地方法院為本案之第一審管轄法院。但不得排除民事訴訟法有關法院管轄之規定。Both Parties agree that any disputes in connection with this Contract shall be submitted to the jurisdiction of the _____ district court as the court of first instance trial. However, applicable rules set up by jurisdiction of the court in regard to Code of Civil Procedure shall not be exempted.

第十二條：其他事項

Article 12: Other Items

本契約如有未盡事宜，依有關法令、習慣及誠信與平等互惠原則公平解決之。

Other unspecified conditions shall be settled in accordance with the relevant laws and regulations, custom and the principle of reciprocal and veracity.

第十三條：

Article 13:

契約一式二份，由甲、乙雙方各執一份為憑，甲、乙雙方不得要求收回他方之契約書，契約文字譯文與中文有不符時，應以中文為準。

This Contract is made in two copies, one for each Party. Both Parties shall not request to retract the Contract of the other Party. In case of any divergence, the Chinese text shall prevail.

立契約書人：

Contractor:

甲方 Party A	
姓名（外國人全稱）： Full Name:	簽名 Signature
護照號碼： Passport Number:	
工作地址： Work Address:	

聯絡地址： Address:	
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乙方 Party B	
公司名稱（私立就業服務機構全稱）： Company Name (Full Name of Private Employment Service Institution):	簽章 Signature
公司統一編號： Unified Business No:	
負責人： Person-In-Charge:	
聯絡地址： Address:	
聯絡電話： Telephone Number:	

中華民國 年 月 日

_____ (YYYY/MM/DD)