

教育部擴大引進外籍英語教學人員計畫

Taiwan Foreign English Teacher Program, Ministry of Education

中華民國_____縣/市(立)_____國民中(小)學
全時外籍英語教學助理聘僱契約書

**The Employment Contract Between
the Full-time Foreign English Teaching Assistant
and _____ School, _____ County / City,
Republic of China**

本契約範本僅提供參考，各縣市及學校仍應因時因地使用
(涉經費補助及本國法令相關內容不得修改)

Terms associated with project funding or regulated by laws are not amendable in this sample contract. Other terms in this sample contract can be modified by city governments or schools to reach the optimization between both parties.

全時外籍英語教學助理聘僱契約

Employment Contract for Foreign English Teaching Assistant

立本聘僱契約人：

_____學校(以下稱「甲方」)，設址於中華民國_____與
_____先生/女士(以下稱「乙方」)，為_____公民，居住於
_____，茲於西元____年____月____日簽訂本契約。

This Employment Contract is entered into on_____,____by and between the____School of the Republic of China (the "R.O.C.") located at_____ (hereinafter referred to as "Party A"), and Mr./Ms._____, a citizen of_____, residing at_____ (hereinafter referred to as "Party B").

雙方為確立聘僱條件，同意遵守下列條款：

In consideration of the terms and conditions of employment, the parties hereto hereby covenant and agree each with the other as follows:

第一條：聘僱

Article 1 Employment

1.1 甲方同意依本契約規定聘僱乙方為甲方從事英語教學、研究、諮詢及參與相關活動等工作。

Party A agrees to hire Party B to engage in the teaching, research, and consultation of English and related activities in accordance with the provisions set forth hereunder.

1.2 乙方同意受甲方聘僱，按甲方之合理指示提供相關之服務並承擔其責任。

Party B hereby agrees to accept the employment offered by Party A, provide services as reasonably requested by Party A, and take the related responsibilities.

第二條：試用期間與聘僱期間

Article 2 Term of Probation and Term of Employment

- 2.1 乙方之試用期間為受甲方聘僱起始起薪日起至屆滿3個月止。如甲方認定乙方無法勝任指定工作，甲方得於試用期間內隨時終止本契約。若乙方為原校再聘時，則不受本條款之限制。

The Term of Probation shall be three (3) months commencing from the employment/payment starting date. During the Term of Probation, if Party A considers that Party B is incompetent to perform the tasks assigned by Party A, Party A may terminate forthwith the Contract. This article shall not apply to the re-employment of Party B (“re-employment” hereunder means re-employment by the original school).

- 2.2 聘僱起始起薪日係指乙方取得教育部核發之工作許可或內政部移民署核發之外僑永久居留證抑或依親居留證，並於入境後完成衛生福利部疾病管制署規定之檢疫措施後，於教育部辦理之教育訓練地點或其他甲方指定地點完成報到手續當日起算。除甲方另有書面同意外，乙方之聘僱期間應為自西元____年__月__日（以下簡稱「受聘僱起始日」）起至西元____年__月__日為止（以下簡稱「受聘僱截止日」）。

Employment/Pay Start Date means the day after Party B has acquired the Work Permit issued by the Ministry of Education (MOE), or the Alien Permanent Resident Certificate (APRC) or Dependent Alien Resident Certificate issued by the Immigration Agency; completed the entry quarantine procedures required by the Taiwan Centers for Disease Control (Taiwan CDC), Ministry of Health and Welfare (MOHW); and completed the check-in procedure at Party A’s education and training location or other destinations designated by Party A. Unless Party A otherwise agrees in writing, Party B’s Term of Employment shall commence on _____(hereinafter called the “Employment Start Date”) and end on _____(hereinafter called the “Employment End Date”).

第三條：乙方責任與義務

Article 3 Party B’ s Duties and Obligations

- 3.1 於契約存續期間，乙方應遵守中華民國政府法令、甲方及其所屬地方政府所規定之事項。

During the term of the Contract, Party B shall abide by the law of the Republic of China (ROC) and the regulations of Party A and the government with jurisdiction over Party A (hereinafter called the “Local Government”).

- 3.2 乙方同意至工作許可所核准之地點任教並依本契約附錄A所載之要求執行各項工作，含教學相關活動等工作。

Party B agrees to teach at the locations approved by MOE shown on the work permit and implement all tasks as listed in Appendix A to this Contract, including teaching-related activities.

- 3.3 乙方工作時間為每週5日，每日工作時數為8小時(不含午休)，自上午8時0分至下午5時0分(雙方可協調彈性工作時間)，寒暑假期間則配合學校辦公時間彈性調整。除甲方另有規定外，於工作時間內，乙方應留在甲方校園內。

Party B's regular working hours shall be 8 hours (excluding lunch break) a day, from 08:00 to 17:00, five days a week. Flextime shall apply upon the agreement of the parties hereto, including the summer and winter breaks with respect to the school's working hours. Unless Party A otherwise requires, Party B shall stay on Party A's campus during the working hours.

甲方得要求乙方於寒暑假期間，每週至少進行相當於15節課之教學或教學計畫撰寫、學生英語社團活動、教師研習活動等；若甲方要求乙方於寒暑假期間回校協助教學行政工作，乙方不得拒絕。

During summer and winter breaks, Party A may request Party B to engage in activities, such as teaching, writing lesson plans, student English clubs, and teacher training, equivalent to a minimum of 15 periods each week. Party B shall not reject Party A's request for assistance in teaching and administrative work at school during summer and winter breaks.

- 3.4 簽訂聘僱契約時，應確認服務學校所屬教育階段，並擇定適用方案，另一方案則不予適用。

Prior to contract execution, Party B shall confirm Party A's educational level and select one of the following plans. Only ONE plan is applicable for this contract.

【A方案：服務學校為國中或中學時使用】乙方任教服務學校班級基本授課節數為每週20節，每節為45或50分鐘。所稱授課節數包含會同本國教師進行之協同教學及協助本國教師進行研習進修活動等相關教學事項。此外，甲方並得視實際需要安排乙方進行必要之教學行政工作。

Plan A-Junior High or High School: Party B shall teach 20 class periods each week

at schools assigned by Party A. Each period lasts 45 or 50 minutes. These periods shall include co-teaching in classes in collaboration with domestic teachers and assisting in professional development activities for domestic teachers and other tasks related to teaching. In addition, Party A may arrange teaching and administrative work for Party B as necessary.

【B方案：服務學校為國小時使用】乙方任教服務學校班級基本授課節數為每週20節，每節為40分鐘。所稱授課節數包含會同本國教師進行之班級協同教學及協助本國教師研習進修活動所施予之教學等相關教學事項。此外，甲方並得視實際需要安排乙方進行必要之教學行政工作。

Plan B-Elementary School: Party B shall teach 20 class periods each week at schools assigned by Party A. Each lesson shall last 40 minutes. These periods shall include co-teaching in classes in collaboration with domestic teachers and assisting in professional development activities for domestic teachers and other tasks related to teaching. In addition, Party A may arrange the required teaching administrative work for Party B as necessary.

- 3.5 乙方同意於所定工作時間內全心全力提供服務，且必要時，同意視甲方之需要延長工作時間或於假日工作。其延長工作時間或於假日工作之權利義務比照甲方對本國教師之相關規定辦理。

Party B agrees to provide services at his/her best during the designated working hours and work extra hours or on holidays at Party A's request where necessary. The rights and obligations for working extra hours or on holidays applicable to Party A's domestic teachers shall also apply to Party B.

- 3.6 乙方同意甲方得視需要調整乙方之工作地點，並於事前告知乙方，但該項調整不得對乙方之薪資及其他福利有不利之影響。

Party B agrees that Party A may adjust Party B's work locations as necessary with prior notification, provided that such adjustments shall cause no harm to Party B's pay and benefits.

- 3.7 乙方同意教育部、各地方政府及甲方得於乙方進行教學活動或研習時進行錄影、攝影，並授權教育部、地方政府及甲方將拍攝之照片及影像用於非營利目的之公開活動或宣傳。

Party B agrees that the MOE, Local Governments, and Party A may film or photograph Party B's teaching and professional development activities. Party B

also consents the MOE, Local Governments, and Party A to use such videos or images in non-profit public or publicity activities.

- 3.8 乙方應提供申請工作許可之相關文件，並於接獲錄取通知後，即至所在地合格設立之醫療機構辦理健康檢查（健康檢查項目表如附表C），並向原護照國法定授權機構申請全國性無犯罪紀錄行為良好證明。

Party B shall provide the documents that relate to the application for employment permit (Work Permit). After receiving the acceptance notice, Party B shall immediately take a physical examination (see Appendix C for the Physical Examination Form) at a local qualified medical institution, and apply for a nationwide criminal record at an authorized legal entity the country which Party B's passport is issued.

倘已於他國工作致無法取得原護照國核發之全國性無犯罪紀錄行為良好證明者，則應提供現行工作國家核發之全國性無犯罪紀錄行為良好證明。若已於臺灣工作者，則得向所在地警察局外事科，申請核發警察刑事紀錄證明書(良民證)。

In the event that Party B is working in a foreign country and not able to acquire a criminal record issued by the passport-issuing country, Party B shall provide a nationwide criminal record issued by the country where he/she is employed. Party B currently working in Taiwan (Republic of China) may apply for a copy of his/her criminal record at the foreign affairs division of the local police department.

乙方須保證本身身心健康且經健康檢查合格，並未經任何法院刑事判決認定有罪。若乙方經查獲提供不實資料或證件，甲方得依第12條規定終止本契約。

Party B shall guarantee his/her physical and mental health, pass the related health examinations, and provide a certificate of no criminal record. If Party B is found providing false application information or documents, Party A may terminate the Contract with respect to Article 12.

若乙方原護照國為勞動部108年7月17日勞動發管字第10805088081號令所公告之國家，乙方須於聘僱起始前，將健康檢查合格證明及全國性無犯罪紀錄行為良好證明經臺灣駐外單位驗證後交予甲方。

If Party B's passport nationality is one of the nationalities promulgated by the Ministry of Labor (MOL) in Order No. 10805088081 issued on July 17, 2019,

Party B shall have his/her health certificate and certificate of no criminal record apostilled by the foreign affair office of Taiwan (Republic of China) near his/her location before sending them to Party A.

- 3.9 考核獎懲：甲方應至少每學期對乙方進行1次書面考核，並於聘僱期間屆滿前完成所有考核，並依其考核結果給予下列獎懲：

Evaluation, Reward, and Punishment: Party A shall make a written evaluation of Party B's performance at least once every semester and complete all evaluations prior to the expiration of Employment. With respect to the evaluation results, Party A shall make a performance appraisal on Party B as follows:

- (1) 考核評等為甲等者（80分以上），且事病假合計不超過14天並無曠職紀錄。

grade A (above 80 points) in the evaluation and a total length of both personal and sick leave under 14 days and without unauthorized/unexcused absences.

- (2) 考核評等為乙等者（70分以上，未滿80分），或事病假合計超過14天但不超過28天且無曠職紀錄。

grade B (70 points and above but below 80 points) in the evaluation and a total length of both personal and sick leave over 14 days but under 28 days and without unauthorized/unexcused absences.

- (3) 考核評等為丙等者（未滿70分），或事病假合計超過28天或有曠職紀錄。

grade C (below 70 points) in the evaluation and a total length of both personal and sick leave over 28 days or with unauthorized/unexcused absences.

第四條：薪資與福利

Article 4 Pay and Benefits

- 4.1 薪資(含膳費): 乙方於本契約第2條規定之受聘僱起始日始得起薪。甲方應依乙方之職務及所提供之勞務，每月支付薪資新臺幣4萬8,000元。

Pay (Reimbursement for meal included): Party B's hours worked starts counting on the Employment Start Date as stated in Article 2. Party A shall pay Party B for his/her duties and labor services. The total monthly salary shall be NT\$ 48,000.

- 4.2 修習證照津貼：乙方修習TESOL、TEFL或CELTA英語教師證照，每月補助新臺幣5千元津貼。

Reimbursement for Taking Certificate Class: Party A shall reimburse the expenses of Party B's taking TESOL, TEFL or CELTA classes at a maximum of NT\$ 5,000 per month as a part of total month salary.

- 4.3 交通津貼：甲方補助乙方自護照國居住地、前工作地或家人所在地之最近機場來臺及離臺經濟艙機票各1次。

Party A will subsidize Party B one economy class ticket for coming to Taiwan from the nearest airport from his/her location in the passport issuing country, city where he/she worked at or his/her family is residing and one ticket for returning to the foregoing location.

若乙方履行契約內所有責任與義務，無論聘僱期間是否達6個月，甲方應補助乙方回程機票；若乙方因故提前終止契約，且服務未滿6個月，甲方則不予補助乙方回程機票。

If Party B fulfills all duties and obligations as stated in the Contract, Party A shall pay the expense of the return trip for Party B. If Party B terminates the Contract within 6 months after the Employment Start date, Party A will not pay for the return trip of Party B.

來程及回程機票每次補助額度上限均為新臺幣4萬元，並依購票證明、機票票根、登機證及護照入境章戳影本核實報支。補助機票之匯率，以乙方購票當日（收據或購票證明所載購票日期）臺灣銀行公告賣出即期貨幣之參考匯率為準。

The maximum amount of subsidy for the single/return trips of flight tickets shall be NT\$40,000 each trip based on actual amount spent. The proof of purchase, ticket stub, boarding pass and a copy of passport with entry stamp shall be provided for the reimbursement. The foreign exchange rate for the flight ticket subsidy shall be subject to the spot exchange rate announced by Bank of Taiwan for selling Party B's targeted currency on the day ticket purchase (the date as indicated on the purchase receipt or proof of purchase).

甲方每學年最高補助乙方3千元交通津貼，並採核實報支。

Party A shall reimburse Party B on transportation based on the his/ her actually expense at a maximum of NT\$ 3,000 every school year.

甲方應協助乙方由機場、檢疫地點或辦理教育訓練場地前往學校，若學校

無法派員協助，應補助乙方前往學校之交通費，交通費則依據「國內出差旅費報支要點」核實報支。

Party A shall pick up Party B for his/her travelling from the airports in Taiwan and quarantine location or the location for orientation training to the schools. If the school cannot assist, Party B shall subsidize the actual transportation expenses to Party B to the school in accordance with “Directions of the Domestic Travel Allowance Disbursement.”

- 4.4 住宿津貼：甲方依乙方實際租屋需求核實補助乙方每學年最高新臺幣2萬6千元住宿津貼。

Housing Allowance: Party A shall grant Party B a housing allowance with a maximum of NT\$26,000 each school year.

如乙方居住甲方免費提供之宿舍或自行購屋，則不予補助。

The allowance is not applicable if Party B’s accommodation is provided by Party A or lives in his/her own-acquired property.

- 4.5 保險：乙方應依規定投保全民健康保險及勞工、職災保險，並應負擔全民健康保險30%之保費及勞工保險20%之保費。保費之額度依據乙方薪資及當年度勞健保費率規定扣除。

Insurance: Party B shall insure the National Health Insurance (NHI), Labor Insurance (LI) and work accident insurance as required by law and contribute 30% and 20% of the NHI and LI premiums respectively. The premium of NHI and LI shall be partially deducted with respect to Party B’s salary according to laws and regulations currently in practice.

另甲方應提供乙方保額至少新臺幣30萬元之意外事故保險，做為乙方發生意外事故(含死亡或重病、重傷)時，甲方提供乙方之事故賠償及道義補償金，以及協助將乙方遺體及私人財物送返原護照國所生之相關費用。

Party A shall provide Party B with work accident insurance to Party B with an amount of at least NT\$300,000 to cover the cost of accidents including death, serious illness or injury; compensation, and the expenses for delivering Party B’s remains (if deceased) and personal belongings to the his/her passport issuing country.

- 4.6 退休金：若乙方為勞工退休金條例第7條規定之適用對象，則甲方需依勞工

退休金條例之規定按月提繳退休金。

Pension: If Party B is qualified for the labor pension as stated in Article 7 of the Labor Pension Act, Party A and Party C shall contribute to the labor pension of Party B on a monthly basis according to the Labor Pension Act.

若乙方為外國專業人才延攬及僱用法第22條規定之適用對象，受聘僱從事專業工作且取得永久居留之外國專業人才，自107年2月8日起適用勞工退休金條例之退休金制度（勞退新制），則甲方應依法按月為是類人員提繳不低於其每月工資6%之退休金，儲存於勞保局設立之勞工退休金個人專戶。

If Party B is a foreign professional hired to engage in professional work and approved for permanent residence according to Article 22 of the “Act for the Recruitment and Employment of Foreign Professionals” and eligible for the “Labor Pension Act” (LPA scheme, or New Labor Pension Scheme) as of February 8, 2018, Party A and Party C shall contribute no less than 6% of Party B’s monthly salary to his/her personal pension account at the Bureau for Labor Insurance on a monthly basis.

- 4.7 其他費用：甲方應補助乙方來臺任教所辦理之簽證、護照、健康檢查、強制保險、居留證及其他必要文件所生費用。

Other expenses: Party A shall subsidize Party B’s expenses on work visa, passport, health examination, compulsory insurance, residence permit and other documents required for the employment.

- 4.8 給薪：乙方當月之薪資及住宿津貼給付日為次月【5】日（下稱「給薪日」），前揭薪資及住宿津貼將於給薪日轉帳至乙方在臺灣之金融機構帳號。甲方應於給薪日前將付款明細交予乙方，乙方應於給薪日前1天確認付款明細。請假扣薪部分，則於次月薪資扣除。

Payment of Salary: Party B’s salary and housing allowance of the month shall be paid on the fifth (5) day of the next month (hereinafter called the "Payment Date"). The said salary and housing allowance shall be transferred to Party B’s bank account in Taiwan. Party A shall deliver to Party B the statement of payments prior to the Payment Date, and Party B shall confirm the statement of payments one day before the Payment Date. The salary deduction for leave will be deducted from the salary of the next month.

第五條：休假與請假

Article 5 Time off and Application for Leave

- 5.1 乙方除享有國定假日與例假日外，每年享有10天給薪年假。續任1年以上未滿2年者，每年核給11日；2年以上未滿3年者，每年核給12日；3年以上未滿5年者，每年核給14日；5年以上未滿10年者，每年核給15日；10年以上者，每1年加給1日，至多核給30日止。所稱續任係指原校再聘或同為教育部所屬計畫所引進者均屬之。

In additional to the time off on public holidays and regular holidays, Party B is entitled to a 10-day paid annual leave each year. Party B will be granted a 11-day paid annual leave each year after being re-hired for more than one year but less than two years; a 12-day paid annual leave each year after being re-hired for more than two years but less than three years; a 14-day paid annual leave each year after being re-hired for more than three years but less than five years; a 15-day paid annual leave each year after being re-hired for more than five years but less than ten years; and one more day of paid annual leave for each one more year of service since the eleventh year to a maximum of thirty days. The accrued leave is applicable only when Party B is re-signing with schools joining Foreign English Teaching Professionals programs funded by the MOE.

若聘僱期間未滿11個月，則年假依乙方實際受聘僱月份佔11個月之比例計算。

The length of the paid annual leave for a service less than eleven month shall be calculated at the actual number of months of service among eleven months.

年假以寒暑假實施為原則，若乙方因特殊原因須於非寒暑假（學期中）期間請年假，則需提報甲方所屬地方政府備查。

Party B should take the paid annual leave during summer or winter breaks, in principle. Party B taking the annual leave in other periods (during a term) of the year shall apply for permission to the local government that supervises Party A.

- 5.2 乙方每學年請事假超過7日者按日扣薪；每學年請事病假合計超過14日者按日扣薪。乙方請任何事病假或年假時，若有課務，應與本國教師協調調課，或另覓時間補上，或支付代課鐘點費予甲方，代課鐘點費之數額與第4.1.2條之超支鐘點費同。

Party B is entitled to seven days of personal leave or fourteen days of personal and

sick leave combined per school year. Party B's salary will be deducted by day for personal or sick leave in excess of such lengths. When taking person/sick leave or annual leave during a school term, Party B shall switch classes with domestic teachers or reschedule the cancelled classes or pay the substitute teaching fee to Party A. The amount of substitute teaching fees shall be the same as the extra pay for working extra hours in 4.1.2.

若聘僱期間未滿11個月，則事病假依乙方實際受聘僱月份佔11個月之比例計算。

If the employment period is less than 11 months, the calculation of personal sick leave will be based on the proportion of months the Party B is actually employed.

- 5.3 乙方有關婚假、產前假、陪產假、娩假、流產假、喪假、公假、生理假、家庭照顧假等事宜，依「行政院與所屬中央及地方各機關聘僱人員給假辦法」辦理。

Party B shall apply for marital leave, pre-maternity leave, Accompanying Maternity leave, maternity leave, miscarriage leave, funeral leave, leave for official affairs, menstrual leave, and family care leave with respect to the leave application regulations of the Regulations on Special Leave for Employees of the Executive Yuan and Subordinated Agencies.

- 5.4 乙方請假時，須依甲方規定辦理請假手續。本條所定各類假別之給假應由甲方准駁之；乙方因其他特殊事由請假，亦由甲方依個案准駁之。

Party B shall apply for leave of absence in accordance with Party A's regulations. The leave of absence for each type of leave as specified in this article shall be granted by Party A. If Party B requests leave for other special reasons, Party A shall grant or reject the leave request in accordance with the case.

第六條：納稅義務

Article 6 Tax Payment

- 6.1 乙方基於本契約所取得之所得，如依法應課徵所得稅，乙方應自行申報及繳納所得稅；薪資部分，則由甲方依中華民國相關法令規定，代為扣繳所得稅。

Party B shall pay tax, if required, for the income earned hereunder. Party B shall report and pay tax on his/her own. Party A shall withhold the income tax from the

salary payable to Party B according to the related laws and regulations of the Republic of China.

6.2 於同一課稅年度(自1月1日起至同年12月31日止)在臺停留時間累積未超過183天者，以18%扣繳。

Party B will be taxed at a rate of 18% for a cumulative stay in Taiwan of less than 183 days in the same tax year(January 1st to December 31st).

第七條：兼職

Article 7 Sideline

除報經甲方及甲方所屬地方政府同意，乙方不得以有償或無償方式為任何兼職。如有違反，視為違約，將依12.2規定處理。

Except with the permission of Party A and the local government supervising Party A, under no circumstances shall Party B engage in any sidelines, either paid or unpaid. Unpermitted engagement in sidelines will be deemed as a breach of the Contract and punished according to 12.2.

第八條：智慧財產權

Article 8 Intellectual Property Rights

乙方同意其於聘僱期間從事之職務範圍內所完成之創作及其他著作，其智慧財產權歸屬於甲方所有，甲方無需支付額外費用予乙方。該創作或著作完成時，乙方應立即通知甲方，辦理一切必要且適當之手續，俾使甲方取得完整、專屬且合法之權利。

Party B hereby agrees to award to Party A free of charge the intellectual property rights of creation and other works accomplished within his/her duties during Employment. After completing such creation or works, Party B shall immediately notify Party A to implement all necessary and appropriate procedures to acquire full, exclusive, and legal rights.

第九條：保密義務

Article 9 Non-Disclosure

乙方因工作或職務所知悉或持有甲方之秘密，乙方應負保密義務；未經甲方事前書面同意，不得揭露予任何第三人，或為其本身或他人之利益而使用。

Party B shall keep confidential Party A's secrets acknowledged or held from carrying

out work or duties and shall not disclose to any third party to use for own or other's interests without Party A's prior written approval.

第十條：返還甲方之財產

Article 10 Return of Party A's Property

乙方於本契約終止時，應立即將其於聘僱期間內所製作、編纂、被交付或持有之一切文件及甲方財產返還予甲方。

Upon Contract termination, Party B shall deliver or return forthwith to Party A all documents produced or compiled or delivered or held during Employment and Party A's property. Party B agrees to award all rights of the said documents to Party A.

乙方若為新聘，由甲方提供每學年9千元為原則，協助購置住宿所需相關生活用品；若為原校再聘，則由甲方視乙方實際需要核實報支。若所購置用品屬非消耗品，則列為甲方財產，並於本契約終止時，返還予甲方。

If Party B is newly hired, Party A shall provide a reimbursement of up to NTD 9,000 per academic year for the expenses of Party B's daily necessities for accommodation; if Party B is re-employed by the Party A, Party A shall evaluate the expenses according to the actual needs of Party B. If the purchased supplies are non-consumables, they will be listed as the property of Party A and will be returned to Party A when this contract is terminated.

第十一條：不可抗力及其他免責條款

Article 11 Force Majeure and Disclaimers

11.1 本契約所稱不可抗力事由係指該事由之發生須非可歸責於雙方，且非雙方得以控制或不可預見且經相當之注意亦無法防止、避免或排除，足以影響本契約一部或全部之履行者。

“Force Majeure Events” hereunder means events occurred for reasons not attributed to or beyond the reasonable control of or unforeseeable and inexorable, unavoidable or unchangeable by either party hereto and that may affect the performance of part or all of the Contract.

11.2 主張不可抗力事由之一方，應本於誠信原則採行必要措施，以降低不可抗力所造成之不利影響，並促使本契約能順利履行。

The party claiming a force majeure event shall, upon the principle of good faith, take necessary actions to lower the unfavorable effect so caused by the force

majeure event to facilitate the smooth implementation of the Contract.

- 11.3 因不可抗力事由致一方無法或遲延履約，其屬未能按時履約者，得於不可抗力事由消滅後繼續履約，毋須負遲延責任；其屬無法再行履約者，得免除履約責任。

A party prevented or delayed from timely performing the contractual obligations by a force majeure event but continuing performance after the extinguishment of the majeure event will be exempted from the liability for late performance or the liability for performance when continuation of performance is impossible.

- 11.4 不可抗力事由發生或結束後，其屬可繼續履約之情形者，雙方應繼續履約。
If performance is possible after the occurrence or end of a force majeure event, the parties hereto shall continue performance.

第十二條：違約

Article 12 Breach

- 12.1 乙方有下列情形之一者，視為違約，甲方得立即終止本契約，並於7日內辦理申請廢止乙方工作許可相關事宜。

Any of the following circumstances shall constitute a breach of the Contract by Party B, and Party A may terminate forthwith the Contract, and hereafter apply for voiding Party B 's work permit in 7 days.

- 12.1.1 乙方於聘僱期間未於1個月前提出即離職或未經甲方同意而自行離職、兼職者。

Party B fails to notify resignation one month in advance or acquire Party A's approval before resignation or engagement in sidelines or is found violating the "Employment Service Act" or "Act for the Recruitment and Employment of Foreign Professionals" during Employment.

- 12.1.2 乙方有違反中華民國法令情事。

Party B breaks the law of the Republic of China.

- 12.1.3 乙方有損及中華民國政府或甲方之名譽之行為者。

Party B engages in behavior defaming the ROC government or Party A.

- 12.1.4 乙方拒絕提供健康檢查結果或因感染法定重大傳染疾病致健康檢查不合格者。

Party B refuses to submit a health check report or fails the physical examination for infection of a severe notifiable disease.

12.1.5 乙方拒絕提供必要資料或證件或提供不實資料者。

Party B fails to provide required application information or documents or provides false information.

12.1.6 乙方無故累計曠職達 3 天者。

Party B is absent from work without excuses for up to three days.

12.1.7 乙方違反附錄 A 所列規定，經甲方或地方政府組成之專案小組正式書面警告達 3 次以上或經甲方及地方政府輔導無效被判定為不適任者。

Party B breaks the rules stated in Appendix A to the Contract and receives over three written warnings from the task force formed by Party A or the Local Government or is determined as unqualified after the guidance arranged by Party A or the Local Government is in vain.

12.1.8 乙方違反性別平等法令相關規定：

Party B breaks the laws and regulations that relate to gender equality:

(1) 經學校性別平等教育委員會或依法組成之相關委員會調查確認有性侵害行為屬實。

The act of sexual assault is found true through the investigation by the school's Gender Equity Education Committee or related committees formed by law.

(2) 經學校性別平等教育委員會或依法組成之相關委員會調查確認有性騷擾或性霸凌行為，且情節重大。

The act of sexual harassment or sexual bullying in a severe manner is found true through the investigation by the school's Gender Equity Education Committee or related committees formed by law.

12.2 乙方如有本條任何違約情事，甲方得終止契約並結清乙方於受聘僱期間之薪資。

If Party B violates any one of the above, Party A may terminate the Contract and pay Party B the salary based on days of employment.

第十三條：其他終止事由

Article 13 Termination of Contract

13.1 乙方有下列情形之一者，甲方得立即終止本契約：

When Party B is under any one of the following circumstances, Party A may terminate forthwith the Contract:

13.1.1 聘僱期間罹患重病或感染其他法定傳染病，致無法從事教學工作者，且無法於 1 個月內治癒者。

Party B is prevented from teaching by serious illness or infection of a notifiable disease that cannot be cured within one month.

13.1.2 經地方政府組成之專案小組認定，核屬因其他因素失去工作能力者。

Party B losses the ability to work for other reasons as confirmed by the task force formed by the Local Government.

13.1.3 經地方政府組成之專案小組認定，核屬無法勝任教學工作者。

Party B is found incompetent to teach as confirmed by the task force formed by the Local Government.

13.2 經甲方書面同意，乙方亦得提前終止本契約。

Party B may also terminate the Contract in advance with Party A's written approval.

13.3 若甲方於聘僱期間內對乙方有嚴重侮辱、指使乙方從事犯罪或施以其他難以忍受之不人道行為，乙方得立即中止本契約，甲方則應負擔乙方相關返國費用。

If Party A is adjudicated that it gives apparent insults to Party B or instructs Party B to commit a crime including those against humanity during the employment period, Party B may immediately terminate the contract, and Party A shall pay for Party B's cost on returning to the country where Party B flying to Party B's passport issuing country.

若提前終止契約之原因係歸責於甲方，且乙方無違約致終止契約之情形，甲方須支付乙方1個月薪資之資遣費。

If Party A is responsible for the early termination of the contract, and Party B does not violate any regulations in the contract, Party A shall offer a severance

pay equal to Party B's one month's salary.

- 13.4 乙方於聘僱期間死亡或重病、重傷致無法履約時，甲方應將終止原因通知乙方原護照國之駐臺單位，並依4.5條規定協助將乙方遺體及私人財務送返乙方原護照國。

When a breach of contract occurs due to Party B's disease, serious illness or injury during the employment period, Party A shall notify the authorized office in Taiwan of Party B's passport issuing country of the contract termination, and assist in delivering Party B's remains and personal belongings to its passport issuing country in accordance with the provisions of Article 4.5.

第十四條：契約之修訂

Article 14 Amendment to Contract

雙方就本契約所陳述內容完全了解，且經充分溝通，並以本契約為其完整之意思表示。本契約取代先前有關本契約事項所為之一切口頭及書面協議或承諾。本契約之修改除經雙方書面同意並簽名或蓋章外，不生其效力。

The parties hereto acknowledge the full comprehension and communication of the contents set forth herein and agree that the Contract shall represent their full expression of intent. The Contract shall supersede any and all prior oral and written contracts, undertakings, and documentations in connection with the subject hereto. Except with the written approval and execution of the parties hereto, no amendment to the Contract shall take effect.

第十五條：通知

Article 15 Notification

本契約任一當事人所發之通知應以書面為之，並經送達他方當事人始生效力，但確有困難者不在此限。

Except when delivery is prevented, notification hereunder shall be made in writing and delivered to the other party prior to taking effect.

第十六條：個別效力

Article 16 Severability

本契約各條款得予分割，且其中任一條款如經任何具管轄權之法院認定無效或無強制力時，本契約之其他條款不受該無效或無強制力條款之影響。如有任何

條款經發現為無效或無強制力時，雙方得重新議定有效之條款。

All provisions hereunder are severable. Any provision of the Contract determined to be void or unenforceable by the jurisdiction court will not affect or impaired the validity and enforceability of the remaining provisions. If any provision is found void or unenforceable, if possible, the parties hereto shall establish new valid provisions to reflect the original intent to that provision of the parties hereto.

第十七條：爭議處理

Article 17 Settlement of Disputes

17.1 雙方因本契約所生之爭議，應依法令及契約規定，秉持誠信和諧，盡力協調解決。

The parties hereto shall endeavor to settle the disputes arising from or in connection with the Contract according to the laws and regulations and the provisions of the Contract upon the principle of good faith.

17.2 履約爭議發生後，履約事項之處理原則如下：

The parties hereto agree to settle disputes arising from or in connection with the Contract through the following principles:

17.2.1 與爭議無關或不受影響之部分應繼續履約。但經甲方同意者不在此限。

Performance of the sections unrelated to or unaffected by the dispute shall continue, except with Party A's approval.

17.2.2 因爭議而暫停履約，其經爭議處理結果乙方被認定為無理由者，不得就暫停履約之期間，要求延長履約期限及薪資給付。

When performance is interrupted by the dispute in which Party B is found unreasonable, Party B shall neither request for extension of performance nor claim salary for the interruption.

17.2.3 乙方在生活或教學上需要協助時，應先向甲方請求協助；甲方無法提供協助時乙方得向甲方所屬地方政府請求協助；甲方所屬地方政府未能提供協助時，乙方得向教育部請求協助。乙方應依「國民中小學處理外籍英語教學人員特殊事件注意事項及處理流程」辦理。

If assistance in daily life or teaching is required, Party B shall seek assistance from the following parties in order: Party A, the Local Government that

supervises Party A, and the MOE, when the Local Government cannot be of help. Party B shall file a grievance according to the “Guidelines and Procedures for Handling Special Events Involving Foreign English Teachers in Elementary and Junior High Schools”. The substantial mechanisms for appeals shall be subject to the regulations of the Local Government.

- 17.3 本契約以中華民國法律為準據法，並以甲方所屬縣市管轄之地方法院為第一審管轄法院。

The law of the Republic of China shall be the governing law of the Contract, and the court of law with jurisdiction of the Party A’s location shall be the jurisdiction court of the first instance for matters that relate to the Contract.

第十八條：契約之解釋

Article 18 Interpretation of Contract

- 18.1 本契約各條款之效力悉以其內容規定為準，各條款之標題不影響其內容。

The effect of each provision hereunder shall be interpreted by its content irrespective of its titles.

- 18.2 本契約以中、英文方式簽訂，且各約款規定得互為補充，但中、英文意有所差異時，應以甲方之官方語言為準。

The Contract shall be signed in the Traditional Chinese and English versions. In the event of inconsistencies between both versions, the version prepared in Party A’s official language shall prevail.

第十九條：其他

Article 19 Miscellaneous

- 19.1 除經甲方事前書面同意外，乙方不得將本契約之一部或全部轉讓他人。

Under no circumstances shall Party B assign part or all of the Contract to a third party, except with Party A’s prior written approval.

- 19.2 如雙方擬繼續締約，甲方應確認乙方符合「各級學校申請外國教師聘僱許可及管理辦法」所定資格，且符合本契約第4.2所規定之考核評等並經甲方所屬地方政府同意後，依本契約之條款續行辦理，且甲方應依法於聘僱期間屆滿前為乙方申請展延工作許可。

If renewal in the next academic year is desired by the parties hereto, the Contract

shall be renewed with respect to the provisions hereunder after Party A's verification of Party B's qualifications stipulated according to "Regulations Governing Educational Institutions at All Levels Applying for Work Permits for Foreign Teachers and their Administration" and its teaching performance evaluation that reaches the standard listed in article 4.2 in the Contract, and the approval of the Local Government that supervises Party A. Party A shall also apply for extension of Party B's work permit by law prior to Employment expiration.

- 19.3 除法律另有規定外，甲方毋須為乙方因任何行為偏差或疏失所造成之損害負責，且甲方無義務協助乙方處理其違法行為所導致的訴訟程序或其他相關事務。

Unless the law otherwise requires, under no circumstances shall Party A assume responsibility for the damage caused by Party B's deviant behavior or negligence, nor shall Party A be obliged to assist Party B in handling the litigious or other related matters caused by Party B's unlawful behavior.

- 19.4 本契約簽訂一式三份，由甲方、甲方所屬地方政府及乙方各執一份。

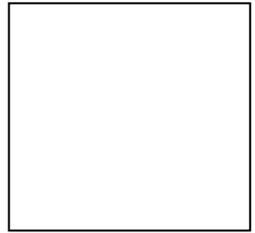
The Contract shall be made in three counterparts, and Party A, the Local Government that supervises Party A, and Party B shall keep one copy for their own reference.

甲方：中華民國_____縣(市)_____學校

Party A : _____School, _____County/City, Republic of China

代表人(職章)_____ 甲方印信(單位章戳) :

Representative (Seal) : _____ Party A's Seal :



地址 : _____ Address : _____

簽名處 : _____ Signature : _____

乙方 : _____(教學助理姓名) **Party B** : _____(Teaching Assistant's Name)

Address(地址) : _____ Nationality(國籍) : _____

Passport No.(護照號碼) : _____ Signature(簽名處) : _____

附 錄 A Appendix A

聘僱契約附帶條款

Additional Terms and Conditions to the Employment Contract for English Teachers

1. 教學活動

Teaching Activities

- 1.1 乙方須準時授課，勿遲到早退，且不得未經同意調課或代課（於鈴響5分鐘內未進入教室為遲到，遲到逾10分鐘須擇期補課）。除緊急或不可預知事件外，乙方須經甲方事先同意，始得請假。

Party B shall give classes on time. Tardiness or undertime is prohibited. No switching class or substitute teacher is allowed without permission (entry to classroom after 5 minutes from the bell ring shall be deemed as tardiness, and classes shall be rescheduled for tardiness exceeding 10 minutes). Except for emergency or unpredictable events, Party B shall apply for Party A's approval prior to taking a leave.

- 1.2 乙方不得於課堂中及有關甲方之正式場合使用粗俗之語言或有不當之行為表現。

Party B shall not use vulgar language or behave improperly in class or at Party A's official occasions.

- 1.3 乙方應善盡教學責任，並不得對學生進行不當管教(如體罰)、霸凌或致影響學生身心健康等情事。

Party B shall teach with good faith and avoid corporal punishment, bullying, or any act that may cause mental and/or physical harm to students.

- 1.4 乙方於聘僱期間必須與學生保持適當距離並避免身體接觸。

Party B shall keep an arm's length and avoid physical contacts with students during Employment.

- 1.5 乙方不得因個人或情緒因素中斷教學活動或提早離開課堂。

Party B shall not interrupt teaching or leave the classroom early due to personal or emotional reasons.

- 1.6 乙方須參與甲方指派之相關教學會議、課外活動及競賽等。

Party B shall participate in related teaching-related meetings, extracurricular activities, and competitions designated by party A.

- 1.7 乙方教學表現欠佳時，須接受甲方之輔導並積極改進。

Party B with unsatisfactory teaching performance shall accept Party A's guidance and make active improvements.

1.8 乙方不得於課堂上傳教。

Party B shall not disseminate religions in class.

2. 教學準備

Class Preparation

2.1 乙方應利用課堂外時間充分備課，包括編選教材、撰寫教案、製作教具、批改作業、測驗評量等。乙方所設計之教材或教學活動不得影響學生人身安全。

Party B shall prepare class in private time, including selection and compilation of teaching materials, drawing up lesson plans, making teaching aids, marking (grading) students' work and test/exam papers. The teaching materials or activities designed by Party B shall cause no harm to the bodily safety of students.

2.2 乙方須與甲方協同教師於每堂課及每學期開始前充分討論，確定課程與教材並擬定課程計畫，始得實施。

Party B shall make full discussion with Party A's teachers engaging in team teaching before each class and semester to determine the syllabus and teaching materials and draw up the lesson (course) plan prior to implementation.

2.3 為協助乙方瞭解學生需求並增進專業知能，乙方每學期應進行教學演示及課室觀察各1次。

Party B shall implement a teaching demonstration and participate in a classroom observation each semester to understand more about students' level as well as enhance its professional skills.

3. 行政配合

Administrative Cooperation

3.1 乙方應秉持善意，盡力理解、尊重並適應文化差異，避免於課堂中主觀批評政府及甲方之政策。

Out of goodwill, Party B shall understand, respect, and adjust to cultural differences at his/her best, and avoid criticize the policies of the ROC government and/or Party A in class.

3.2 乙方須遵守甲方相關規定，如參與學校相關行政或學科會議，寒暑假亦然。

Party B shall observe the relevant rules and regulations of Party A, such as participating in related administrative or subject meetings held by the school, including those held in summer and winter

breaks.

- 3.3 乙方應以友善態度，與甲方之教師、行政人員、學生家長及其他外籍英語教師同儕保持良好關係。

In a friendly attitude, Party B shall maintain a good relationship with the teachers and staff of Party A, students' parents, and other foreign English teachers.

- 3.4 乙方服儀需保持整潔合宜。

Party B shall dress neatly and tidily.

- 3.5 乙方不得於甲方校園內持有、使用或閱覽含有成人情色及暴力內容之產品及刊物。

Party B shall not possess, use, or read products or printed matters containing pornography or violent contents on campus.

- 3.6 乙方不得從事危險或違法(含持有及吸食大麻)之活動，並避免飲酒過量，致影響教學能力。

Party B shall not engage in dangerous or illegal (including possession or use of marijuana) activities and shall avoid excessive drinking from affecting teaching ability.

4. 生活常規

Daily Routines

- 4.1 乙方應與居住地區居民保持良好關係，並遵守生活規範，不得於夜間喧鬧，製造環境髒亂等。

Party B shall maintain a good relationship with local residents in the community where he/she sides and follow the local customs. Party B shall not disturb others at night and dirty the environment.

- 4.2 乙方因行為不當，導致居住地區居民抱怨者，甲方得進行了解，必要時得輔導改善。

If Party B is complained by local residents for improper behavior, Party A may look into the matter and give guidance as necessary.

附 錄 B

Appendix B

醫院標誌

Hospital Logo

外國語文教師健康檢查項目表

Health Certificate for Foreign Language Teacher

(國名、醫院名稱、地址、電話、傳真) 檢查日期 / Date of Examination
(Country Name, Hospital Name, Address, Tel, Fax) YYYY / MM / DD

基本資料/ Basic Data

| | | |
|--|---|-------------|
| 姓名 : Name | 性別 : <input type="checkbox"/> 男 / M <input type="checkbox"/> 女 / F Sex | 照片 Photo |
| 護照號碼 : Passport No. | 國籍 : Nationality | |
| 居留證號 : ARC No. | 出生年月日 : YYYY / MM / DD Date of Birth | |
| 工作縣市別 City/County (Workplace : in R. O. C.) | 手機 (Mobile Phone) : 住家 (Home Phone) : | |

病史/ Medical History

曾罹患的疾病 / Prior illnesses : _____

身體檢查/ Physical Examination

| | |
|--------------------------------|--|
| 身高/ Height : cms | 頭頸部/ Head and neck : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常 / Abnormal |
| 體重/ Weight : kgs | 胸部/ Thorax : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常 / Abnormal |
| 血壓/ Blood pressure : / mmHg | 心臟聽診/ Heart auscultation : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常 / Abnormal |
| 脈搏/ Pulse : beats/min | 腹部/ Abdomen : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常 / Abnormal |
| 體溫/ Body temperature : °C | 體肢運動/ Locomotion : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常 / Abnormal |
| 視力/ Vision : 右 / Right 左/ Left | 精神狀態/ Mental status : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常 / Abnormal |
| 其他/ Others : | |

