

仲介機構與境外僱用非我國籍船員服務契約範本
SERVICE CONTRACT FOR AGENTS
AND FOREIGN CREW MEMBERS EMPLOYED OVERSEAS
(TEMPLATE)

立契約書人：

This contract is made by and between:

(非我國籍船員姓名、國籍、護照號碼)

(Name, nationality, and passport number of the foreign crew member):

姓名: _____

Name: _____

(以下簡稱甲方)

(Hereinafter referred to as Party A)

國籍: _____

Nationality: _____

護照號碼: _____

Passport No.: _____

(境外僱用非我國籍船員仲介機構全稱) _____ (以下簡稱乙方)

(Full name of the agent employing the foreign crew member overseas)
_____ (Hereinafter referred to as Party B)

茲就甲方委任乙方辦理受僱於我國籍遠洋漁船船員服務等事項，雙方合意訂定本契約書條款如下：

Party A hereby commissions Party B to undertake services pertinent to the employment as a crew member on a distant water fishing vessel of the Republic of China and both parties mutually agree to enter into this contract with 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 shall be valid from _____ (year/month/day) to _____ (year/month/day). (In the event of contract extension before its expiry, the contract extension shall be made in writing after both parties agree with such extension.)

第二條: 工作內容

Article 2: Job description

乙方安排甲方於我國籍_____ (CT__-_____) 漁船工作，擔任_____ 職務。

Party B arranges Party A to work as a _____ on the fishing vessel (CT__-_____) named _____ of the Republic of China.

第三條: 服務項目

Article 3: Services

一、 乙方應協助甲方辦理受僱於我國籍漁船所需之相關文件、手續及出入境事宜。

Party B shall assist Party A in applying any required documents for the employment on a fishing vessel of the Republic of China, going through relevant procedures, and arranging the immigration.

二、 乙方須告知甲方有關中華民國法律、風俗、民情、工作內容、薪資、福利及工作權益等相關資訊。

Party B shall inform Party A of information pertinent to laws of the Republic of China, customs, traditions, job descriptions, wage, welfare, rights and benefits.

三、 乙方應協助安排接送甲方至雇主所指定工作處；甲方聘僱終止或聘僱期間屆滿時， 乙方應協助安排接送甲方返國。

Party B shall assist Party A in arranging transportation to the workplace designated by the employer. In the event that the employment of Party A is terminated or expired, Party B shall assist in arranging transportation to Party A's home country.

四、 乙方需協助甲方與雇主溝通協調及排解糾紛，並將雇主之工作規則及生活管理及勞務契約內容等事項內容讓甲方熟悉與了解。

Party B shall assist Party A in communicating and coordinating with the employer, and mediating any dispute. Party B shall also make Party A understand and familiarize with work rules and daily life management laid down by the employer, and contents of the employment contract.

- 五、如有入境我國之需求，乙方應安排甲方赴所屬國家之醫療機構進行健康檢查，並配合我國防疫需求，安排其至我國當地直轄市、縣（市）政府指定醫院接受健康檢查。

In the event of any need for entry into the Republic of China, Party B shall arrange Party A to undergo a medical examination at a medical facility in Party A's home country, and, for the cooperation with the containment needs, Party B shall also arrange Party A to undergo a medical examination at any hospital designated by the local municipal or county (city) government of the Republic of China.

- 六、甲方於本契約期間發生意外事故、重傷或死亡時，乙方協助甲方之雇主連絡甲方之家屬及協助處理善後事宜，或協助甲方返國及提供免費善後協商服務，協助雇主將甲方遺體、私人財物運送返國之服務，並協助申請保險理賠。

In the event that Party A is subject to any accident or is seriously injured or dead within the validity period of this contract, Party B shall assist Party A's employer in contacting with Party A's family and dealing with the aftermath; assist Party A in returning to his/her home country and providing free consultation service on dealing with the aftermath; and assist the employer in sending Party A's remains and personal belongings back to Party A's home country and filing an insurance claim.

- 七、甲方觸犯法令或因故遭遣返時，乙方應協助甲方辦理返國事宜，但費用由甲方自行負擔。

In the event that Party A is subject to repatriation resulted from breach of any law or regulation or other reason(s), Party B shall assist Party A in arranging the return trip, whereas the cost shall be borne by Party A.

- 八、乙方應每___☐週☐月☐季☐年___次以電話或其他方式，提供甲方翻譯、諮詢服務、協助排解工作壓力與生活適應、聯繫家屬等事項。

Via phone calls or by others means, Party B shall provide Party A, _____
(times) every _____ ☐week ☐month ☐quarter ☐year, with services of
interpretation/translation, consultation, assistance in the release of work stress and
adaptation, and contact with family.

九、 乙方緊急連絡電話為: _____

Emergency contact phone number of Party B is: _____

第四條:費用、金額及收退費方式

Article 4: Fees, costs, and ways to pay and refund

一、 甲方委託乙方辦理受僱於我國籍漁船等相關事項費用項目及金額明細如下:

Items that Party A commissions Party B to arrange for the employment on a fishing
vessel of the Republic of China and the related fees and costs whereof are as follows:

(一) 辦理護照:☐美金☐披索☐印尼盾☐越南盾_____元。

Application for a passport: _____ ☐US Dollars ☐Philippine Pisos
☐Indonesian Rupiahs ☐Vietnamese Dongs.

(二) 辦理BST(基本安全訓練)證照:☐美金☐披索☐印尼盾☐越南盾_____元。

Application for the Basic Safety Training (BST) license: _____ ☐US
Dollars ☐Philippine Pisos ☐Indonesian Rupiahs ☐Vietnamese Dongs.

(三) 辦理船員證:☐美金☐披索☐印尼盾☐越南盾_____元。

Application for a foreign fishermen certificate: _____ ☐US Dollars
☐Philippine Pisos ☐Indonesian Rupiahs ☐Vietnamese Dongs.

(四) 辦理體檢費用:☐美金☐披索☐印尼盾☐越南盾_____元。

Fee of medical examination: _____ ☐US Dollars ☐Philippine Pisos
☐Indonesian Rupiahs ☐Vietnamese Dongs.

(五) 其他費用(請敘明):☐美金☐披索☐印尼盾☐越南盾_____元。

Other charges (Please specify such item(s), if any): _____ ☐US Dollars
☐Philippine Pisos ☐Indonesian Rupiahs ☐Vietnamese Dongs.

二、 付款方式:

Ways to pay:

(一) 上述費用由☐乙方代墊 ☐雇主代墊☐甲方已自行支付。

The aforementioned fees are ☐paid by Party B in advance ☐paid by the employer in advance ☐paid by Party A.

(二) 上述費用，如由雇主或乙方代墊者，甲方應每____☐月☐季☐年以☐現金☐匯款方式，向☐雇主☐乙方償還。

In the event that the aforementioned fees are paid in advance by the employer or Party B, Party A shall repay ☐the employer ☐Party B every ____ ☐month ☐quarter ☐year ☐in cash ☐via wire transfer.

三、若甲方已預繳上述費用而於受僱上船前終止本契約，除已辦理完畢之項目外，乙方應辦理退費。

In the event that Party A has paid the aforementioned fees beforehand and terminates this contract before being employed to work on board, Party B shall refund such fees, except for the item(s) that has been done.

※ 第一項各款收費項目如屬政府規費或有公定價目表者，悉依規費或價目表數目收取。

In the event that any fee listed in any of subparagraph of paragraph 1 is the administrative fee collected by the government or is with a fixed price, such fee shall be charged in accordance with the amount of such administrative fee or the fixed price.

第五條: 甲方之義務

Article 5: Party A's obligations

一、甲方需提供正確之個人資料供乙方辦理受僱於我國籍漁船之相關文件及手續，若因資料不實致無法出境或遭遣返等情事，應由甲方自行承擔責任，並賠償乙方因此所受之損失。

Party A shall provide correct personal information for Party B to apply for any required document for the employment on a fishing vessel of the Republic of China and relevant procedures. In case of any rejection of immigration or the

repatriation resulted from incorrect information provided, Party A shall bear the responsibility and compensate Party B's loss whereby caused.

二、 甲方應依本契約約定，按期償還上述第四條之費用。

Pursuant to the provisions of this contract, Party A shall repay the fees stipulated in Article 4 within the required timeframe.

第六條: 乙方之義務

Article 6: Party B's obligations

一、 乙方應於本契約訂定前向甲方詳細說明契約內容，提供____日之契約審閱期間，並依契約規定履行應辦事項。

Party B shall explain content of this contract to Party A, before entering into this contract. Party B shall also allow Party A to review this contract for a period of _____ days.

二、 乙方應依契約規定，履行乙方應辦事項。

Party B shall fulfill any requirement imposed upon in accordance with in this contract.

三、 本契約第四條所載費用，乙方皆須留存收據；若有代付工資之約定，乙方應於代付工資時提供甲方薪資明細。

Party B shall keep the receipt of any fee listed in Article 4 of this contract. In the event of a mutual agreement on wage payment by a third Party on behalf of Party B, Party B shall provide Party A with the wage slip when the wage is paid on its behalf.

第七條: 契約訂定、變更、終止及違反契約之賠償事項

Article 7: Entering into, amending, and terminating the contract, and compensation in case of breaching the contract

一、 本契約自甲、乙雙方訂約之日起生效，契約內容的變更或記載事項之增刪，非經甲、乙雙方同意，不生效力。

This contract shall enter into force from the date on which both parties sign on this contract. Any amendment to the content or addition to and deletion of any requirement listed in this contract shall be invalid, unless otherwise mutually agreed by Party A and Party B.

- 二、 甲方得隨時終止契約，但應於____日前以口頭或書面通知他方；乙方若欲終止本契約，需於____日前以口頭或書面通知，並經甲方同意並安排接續提供服務之其他仲介。

Party A may terminate this contract at anytime, but shall notify the other party ____ day(s) prior to the date of termination verbally or in written. In the event that Party B intends to terminate this contract, a notification shall be given ____ day(s) prior to the date of termination verbally or in written to obtain the consent of Party A, and shall arrange other agent to continue providing services.

- 三、 契約有效期間屆滿時，效力即行終止，但若契約終止時，漁船仍在海上作業，契約期限自動順延至本航次作業結束。

This contract shall be terminated upon expiry of its validity. Notwithstanding such provision, in the event that the fishing vessel is still operating at sea as this contract expires, the expiry date of this contract shall automatically be extended to the end of such trip.

四、 違約之損害賠償

Damage compensation for breach of contract:

- (一) 因提前終止契約，致他方遭受損害時，應負損害賠償責任，但因不可歸責當事人之事由者，不在此限。

In the event that any party terminates this contract before expiry and thus causes damage to the other party, such party shall bear the responsibility of damage compensation. Matters arising from reasons not attributed to such party shall be exempted from this provision.

- (二) 甲、乙雙方就契約所生義務不履行或遲延履行，而致他方受損害時，應負損害賠償責任。

Any party that fails to fulfill or postpones fulfilling any obligation derived from this contract and therefore causes the other party's damage shall bear the responsibility of damage compensation.

第八條: 乙方為從事仲介船員赴我國籍漁船工作之廣告內容及附件，均為本契約之一部分。

Article 8: Any advertisement and its appendix made by Party B to introduce crew members to work on fishing vessels of the Republic of China shall be regarded as parts of this contract.

第九條: 保密條款

Article 9: Nondisclosure agreement

一、 乙方對甲方個人資料及受僱條件應予保密，不得為不當使用。

Party B shall keep Party A's personal information and conditions of employment confidential, and shall not use any of such information for unjustified purpose.

二、 乙方違反前款規定致甲方受有損害者，應負損害賠償責任。

In the event that Party B violates the preceding paragraph and therefore causes damage to Party A, Party B shall bear the responsibility of damage compensation.

第十條: 糾紛解決方式

Article 10: Dispute settlement

一、 甲乙雙方當事人因履約所生爭議，應依法令及契約規定，考量公共利益及公平合理，本誠信原則，盡力協調解決之。

Any dispute resulted from the implementation of this contract shall be, to the extent possible, settled by both parties in good faith pursuant to laws and regulations and provisions of this contract, in consideration of public interest, fairness and reasonableness.

二、 自協調開始逾三十日尚未達成協議者，得向各縣市政府申請調解或向臺灣1955勞工申訴諮詢專線申訴，或提民事訴訟。

In the event that an agreement is not reached within thirty days starting from the date of dispute settlement, any party may apply for mediation to the local county/city government, file a complaint via the Counseling and Protection Hotline at 1955, or file civil action.

三、甲乙雙方同意以中華民國法律為準據法，並以_____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 laws of the Republic of China shall be the proper law, and that the court of competent jurisdiction for the first instance of this contract shall be _____ District Court, whereas the provisions on the jurisdiction of court stipulated in Taiwan Code of Civil Procedure shall not be excluded.

第十一條:其他事項

Article 11: Miscellaneous

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。

For any matter not specified in this contract, both parties shall resolve in accordance with relevant laws and regulations, customs, and principles of good faith, equality and reciprocity.

第十二條:本契約一式二份，由甲、乙雙方各持一份為憑，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。

Article 12: This contract shall be made in two copies, one for each party. Neither Party A nor Party B shall request to retrieve the other party's copy of contract. In the event that there is any discrepancy between the Chinese version and its translation of this contract, the Chinese version shall prevail.

立契約書人:

This contract is made by and between:

【甲方】

【Party A】

姓名:

簽名:

Name:

Signature:

國籍:

Nationality:

護照號碼:

Passport No.:

聯絡電話:

Phone No.:

【乙方】

【Party B】

公司/漁會/公會/漁業團體名稱:

Full name of company/fishermen's association/
industry association/fishery group:

簽章:

Signature:

公司/漁會/公會/漁業團體負責人:

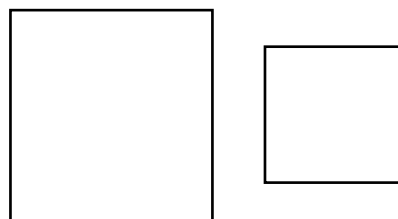
Person in charge of the company/fishermen's association/
industry association/fishery group:

聯絡地址:

Address:

聯絡電話:

Phone No.:



中華民國 年 月 日

_____ (Year) _____ (Month) _____ (Day)