

經營者與境外僱用非我國籍船員

勞務契約範本

Employment Contract Template for  
Overseas Employment of Foreign Crew Members

立契約書人

Contractors :

【甲方 Party A】

經營者名稱：.....

Company

代表人：.....

Representative

聯絡地址：.....

Address

聯絡電話：.....

Tel.

【乙方 Party B】

船員姓名：.....

Crew Name

出生日期：.....年.....月.....日

Date of Birth : .....Year ..... Month.....Day

出生地：.....

Birthplace

身分證、護照號碼或船員證號碼：.....

ID Card, Passport, or Crew Card Number

聯絡地址：.....

Contact Address

聯絡電話：.....

Contact Tel.

船員親屬姓名：.....

Crew's relative name

與船員關係：.....

Relationship with Crew

聯絡地址：.....

Contact Address

聯絡資訊（電話、Email、通訊軟體）：.....

Contact Information (Telephone, Email, SNS)

甲方僱用乙方（身分證、護照號碼或船員證號碼：\_\_\_\_\_）擔任  
\_\_\_\_\_號漁船（CT\_\_ - \_\_\_\_\_）\_\_\_\_\_職務，從事海上漁撈作業及漁  
撈作業有關事務，雙方同意訂定本契約，契約條款如下：

WHEREAS, Party A employs Party B (ID card, passport or crew card number: \_\_\_\_\_  
\_\_\_\_\_) as \_\_\_\_\_ (duties) in the \_\_\_\_\_ fishing vessel (CT\_\_ - \_\_\_\_\_)  
to engage in marine fishing operations and fishing operations related matters.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, both  
parties hereto agree in writing as follows:

### 第一條：契約期限

#### Article 1: Term of Contract

一、本契約期間自西元\_\_\_\_年\_\_月\_\_日起至西元\_\_\_\_年\_\_月\_\_日止。

1. The term of this Employment Contract for Overseas Employment of Foreign Crew  
Members (hereinafter "Contract") starts on \_\_\_\_ (Year) \_\_\_\_ (Month) \_\_\_\_ (Day) and  
ends on \_\_\_\_ (Year) \_\_\_\_ (Month) \_\_\_\_ (Day).

二、本契約期滿前雙方同意續約、契約展延、僱用手續、變更契約內容，並經雙  
方同意及辦理相關手續後，以書面另行商定。

2. In the event that both parties hereto agree to renew the Contract, extend the Contract,  
hire procedures, and change the contents of the Contract prior to the expiration of this  
Contract, the Contract shall be negotiated in writing after both parties hereto agree and  
complete the relevant procedures in other documents.

三、若漁船已在海上作業，期間跨越本契約期限，契約期限自動順延至本航次作  
業結束，惟契約期限之截止日以安排船員搭機返母國之搭機日，或搭船返母  
國港口日為準。

3. In the event that the fishing vessel is already operating at sea for a period that extends  
beyond the term of this Contract, the term of this Contract shall be automatically  
extended until the end of the current voyage. Moreover, the expiration date of this  
Contract shall be the date of the crew's return flight to the home country thereof, or  
the date of the return to the port of the home country thereof by ship.

## 第二條：乙方工資、福利及給付方式

### Article 2: Party B's Wages, Benefits and Payment Methods

一、乙方每月工資由甲乙雙方議定之，每月工資(幣別美金，下同)\_\_\_\_\_元  
(不得低於境外僱用非我國籍船員許可及管理辦法所訂之最低工資)，工作不足一個月者，按實際工作天數計算工資，日工資標準為實得月工資的三十分之一。

1. Party B's monthly wages shall be agreed upon by both parties. Monthly wages (in US dollars, the same below) are \$\_\_\_\_\_ (which shall not be less than the minimum wage stipulated in the Regulations on the Authorization and Management of Overseas Employment of Foreign Crew Members). For those who have worked for less than one month, wages will be calculated based on the actual number of days worked, and the daily wage rate will be one-thirtieth of the actual monthly wage.

二、甲方不得預扣乙方工資作為支付相關名目費用，除依其他法令規定得自工資逕予扣除之項目及金額，方能扣除。

(一) 倘乙方有預支工資需求，需經雙方合意為之，並以書面紀錄及雙方簽署。

(二) 甲方得依乙方預支工資及約定償還方式，另為書面紀錄並由甲乙雙方簽署，以茲證明。

2. Party A shall not withhold Party B's wages in advance for payment of related expenses, except for items and amounts that may be deducted from wages in accordance with other laws and regulations.

(1) If Party B requires advance payment of wages, it must be agreed upon by both parties, recorded in writing, and signed by both parties.

(2) Party A may, in accordance with Party B's advance payment of wages and the agreed method of repayment, make a separate written record signed by Party A and Party B as evidence thereof.

三、在契約有效期間，非因乙方之事由，如漁船修繕、停泊、疫情及氣候等原因所造成的停工或檢查，甲方仍應照常給付工資。

如因疫情，乙方入境時依政府相關規定居家或集中檢疫、隔離，甲方於乙方檢疫、隔離期間仍應給付工資。

3. During the contract period, Party A shall pay wages as usual for any work stoppage or inspection not caused by Party B, such as fishing vessel repair, mooring, epidemic and weather issues, etc.

If due to an epidemic, Party B is quarantined or isolated at home or in a centralized management venue according to the relevant government regulations when entering the country, Party A shall still pay the wages during the quarantine and isolation period of Party B.

四、甲方如另行給予乙方獎勵金，乙方於收受時應在收據上簽收。

4. In the event that Party A gives Party B additional incentive payment, Party B shall sign on the receipt when receiving it.

五、雙方約定給付方式：工資給付應定期透過雙方同意之下列方式給付：

(一)給付頻率：每月 每\_\_\_月

(二)給付方式：現金 匯款

部分現金部分匯款，現金：\_\_\_\_\_美金

匯款：\_\_\_\_\_美金

乙方指定帳號如附件。

5. Both parties hereto agree on the method of payment: Wages shall be paid periodically in the following manner as agreed by both parties hereto.

(1) Payment frequency: Monthly Every \_\_\_\_\_Months

(2) Payment method: Cash Remittance

Partly by Cash and Partly by Remittance

Cash: \$\_\_\_\_\_US Dollars

Remittance: \$\_\_\_\_\_US Dollars

Please refers to the Appendix for the account designated by Party B

### 第三條：乙方勞動契約期間人身意外、醫療及身故險

#### Article 3: Personal Accident, Medical and Death Insurance During Party B's

##### Employment Contract

一、甲方應為乙方投保人身意外險(含傷害險)、醫療險(含健康保險)及一般身故險。

(一) 其中一般身故險額度應符合乙方所屬國家保險規範，但不得低於新臺幣150萬元，醫療險實支實付不得低於30萬元之保障額度。

(二) 保險金之受益人，應為乙方本人，但一般身故險之受益人，除配偶外，依下列順序定之：1. 直系血親卑親屬 2. 父母 3. 兄弟姊妹 4. 祖父母。

1. Party A shall provide Party B with personal accident insurance (including injury insurance), medical insurance (including health insurance), and general death insurance.

(1) The amount of general death insurance shall be in compliance with the insurance regulations of Party B's country, but shall not be less than NT\$1.5 million, and the amount of medical reimbursement insurance shall not be less than NT\$300,000.

(2) The beneficiary of the insurance benefit shall be Party B himself, but the beneficiary of the general death insurance, except for the spouse, shall be determined in the following order: 1. immediate blood relatives; 2. parents ; 3. siblings; 4. grandparents.

二、乙方因執行職務意外傷害或患病，甲方需負責即時為乙方就近安排治療，並負責因此所生之醫療費及其他費用。經相關醫療機構證明無法正常工作時，其公傷療養期間，甲方仍應按月支付乙方勞動契約所定月工資。

(一) 療養期間療養費用由雙方議定。

(二) 甲方依醫療機構開立之診斷證明辦理醫療費出險理賠，理賠金額支付醫療費用後，剩餘金額應交付乙方，若有不足部分由甲方支付。

2. In the event of accidental injury or illness of Party B in the performance of duties, Party A shall be responsible for arranging medical treatment for Party B in the vicinity and shall be responsible for the medical expenses and other costs incurred thereby.

When it is proved by relevant medical institutions that Party B is unable to work normally, Party A shall still pay Party B the monthly salary stipulated in the labor contract during the period of occupational sickness and convalescence.

- (1) The cost of convalescence during the convalescence period shall be agreed upon by both parties hereto.
- (2) Party A shall handle the medical expenses insurance claim according to the diagnosis certificate issued by the medical institution. After the claim amount is paid for the medical expenses, the remaining amount shall be handed over to Party B. In case of any shortfall, Party A shall pay for it.

三、乙方非因執行職務遭受意外傷害或疾病，甲方仍應即時就近安排治療，並先行墊付醫療費及其他相關費用，並保留相關證明影本，甲方依醫療機構開立之診斷證明辦理出險理賠，扣除代墊費用剩餘金額應交付乙方。

3. In the event that Party B suffers from accidental injury or disease, not due to the performance of duties, Party A shall immediately arrange for treatment in the vicinity and pay medical expenses and other related expenses in advance, and keep copies of relevant proofs. Party A shall handle the medical expenses insurance claim according to the diagnosis certificate issued by the medical institution. After the claim amount is deducted by the relevant advance payment on the medical expenses, the remaining amount shall be handed over to Party B.

#### **第四條：交通費、資遣費、食宿費**

#### **Article 4: Transportation, Severance Pay, Accommodation and Food Expenses**

一、乙方自所屬國家(地區)出發之日起，至返國之日止，由甲方提供食宿及交通費用，倘因乙方因素未至服務漁船並隨船首次出港，則乙方負擔出發至服務漁船之交通費用。

1. Party A shall provide Party B with accommodation and transportation expenses from the date of Party B's departure from the country (region) to which Party B belongs and until the date of Party B's return to the country. If Party B fails to arrive at the service fishing vessel and leaves the port with the vessel for the first time due to Party B's factors, Party B shall bear the transportation expenses for departure to the service fishing vessel.

二、乙方於受僱期間，因違反港口國或船籍國法令，致無法配合船期出港，或遭驅逐出境，返程交通費由乙方負擔。

2. During the employment period, in the event that Party B is unable to leave the port in accordance with the sailing schedule due to a violation of the laws of the port state or the flag state, or is expelled from the country, the return transportation expenses shall be borne by Party B.

三、因甲方因素提前終止本契約時，乙方返國交通費由甲方負擔；因乙方因素提前終止契約時，其返國機票費依下列比例負擔：

(一) 乙方如在船上連續服務達1年以上，返國機票費仍由甲方全額給付。

(二) 乙方在船上連續服務滿3個月、未滿1年，返國機票費按服務月期比例分擔。(案例說明：甲乙雙方簽訂20個月之勞務契約，乙方只服務5個月就要求終止契約，返程機票費甲方負擔比例為5/20，乙方負擔比15/20。)

(三) 乙方服務未滿3個月，返國機票費由乙方負擔。

不論甲方或乙方提出提前終止本契約，均須簽署提前終止勞務契約切結書，該切結書範本由主管機關另行公告。

3. In the event of early termination of this Contract due to Party A's factors, Party B's transportation expenses to Party B's home country shall be borne by Party A. In the event of early termination of the Contract due to Party B's factors, the return airfare shall be borne by Party B in the following proportion:

(1) In case that Party B has served continuously on board for more than 1 year, the return airfare of Party B shall still be paid by Party A in full.

(2) In case that Party B has served on board continuously for 3 months but less than 1 year, the return airfare of Party B is shared in proportion to the monthly service period. (For example, Party A and Party B sign a 20-month employment contract, while Party B requests to terminate the contract after only 5 months of service, and hence Party A shall bear 5/20 of Party B's return airfare and Party B shall bear 15/20.)

(3) In case that Party B has not completed 3 months of service, Party B will be responsible for the return airfare.

Regardless of whether Party A or Party B proposes to terminate this Contract

prematurely, both Parties hereto shall sign an affidavit for premature termination of this Contract. The format sample of which will be separately announced by the competent authority.

四、乙方因執行職務所致之意外傷害或疾病，返國的交通費由甲方負擔；乙方非因執行職務所致之意外傷害或疾病，返國的交通費同第四條第三項之方式。

4. Party A shall bear the transportation expenses for Party B's return to the home country thereof in case of accidental injury or illness caused by the performance of duties. In the event that Party B suffers from accidental injury or disease not due to the performance of duties, Party B's transportation expenses for returning to the home country thereof are the same as those specified in Article 4, Paragraph 3 of this Contract.

五、甲方因素提前終止本契約時，依服務年資，發給資遣費(每滿1年發給二分之一個月年平均工資，未滿1年者，以比例計給)。

但乙方因違反本勞務契約第七條乙方應遵守事項時，甲方得不發給資遣費。惟任一方提前終止契約，應簽訂提前終止勞務契約切結書，並另由甲方於申請安排乙方海上轉船或解僱時提供主管機關備查。

5. In the event of early termination of this Contract, Party A shall pay severance pay to Party B according to the number of years of Party B's service (one-half of the monthly salary based on the average of annual salary shall be paid for every year served, and shall be calculated proportionally for what less than one year).

However, if Party B violates Article 7 of this Contract, Party A may not pay severance pay. However, regardless of whether Party A or Party B proposes to terminate this Contract prematurely, both Parties hereto shall sign an affidavit for premature termination of this Contract, and Party A shall submit the affidavit to the competent authority for a record when applying for the transfer of Party B to another ship at sea or termination of employment.

#### **第五條：工作時間、休息及休假**

#### **Article 5: Working Hours, Rest and Vacation**

一、漁船於出港作業期間，船員每日休息時間不應低於10小時，且其中應有一段連續達6小時休息時間，在任何7日內不得低於77小時。

(一) 但因作業需要，得依勞僱雙方約定，惟以安排海上補休為原則，或於進港時給予船員補休。

(二) 其休息時間係指漁船作業期間不受甲方支配拘束之休息時間(如漁船航行時，未受指派從事工作時間，或吃飯、睡覺等無須提供勞務時間等)。

1. During the operation time out of the port, the daily rest period for the crew of a fishing vessel shall not be less than 10 hours and shall include a rest period of up to 6 consecutive hours. The rest period shall not be less than 77 hours in any 7-day period.

(1) Due to operational needs, the resting time may be adjusted upon agreement between the employer and the employee; however, arranging compensatory rest at sea shall be taken as a principle, otherwise, compensatory rest for the crew after entering the port shall be provided.

(2) The rest time refers to the rest time that is not subject to Party A's control during the operation of the fishing vessel (such as the time that Party B is not assigned work during the sailing of the fishing boat, or the time that Party B does not need to provide labor, such as eating, sleeping, and the like).

二、因天災、事變或突發事件必須於工作時間以外工作者，甲方得延長工作時間，乙方在身體狀況許可應配合甲方要求，甲方按平日每個小時工資加倍給付工資，甲方並應於事後儘快補給乙方以適當之休息。

2. In the event that work must be done outside working hours due to natural disasters, incidents or emergencies, Party A may extend working hours and Party B shall cooperate with Party A's requests when physical conditions permit. Party A shall pay double wages compared to the hourly rate of the ordinary weekdays, and shall compensate Party B with appropriate rest as soon as possible afterward.

三、漁船於出港前往漁區，在尚未開始作業前，船長得安排船員輪流休息及休假。

3. When the fishing boat leaves the port for the fishing area, before the operation starts, the captain may arrange for the crew to take turns to rest and take vacations.

四、甲方同意依乙方因宗教需求，每年給予特別休假\_\_\_\_\_日。(至少1日以上)

4. Party A agrees to grant special leave to Party B for religious reasons for \_\_\_\_\_ days per year. (at least 1 day or more).

**第六條：甲方應提供乙方勞動保護及福利事項如下**

**Article 6: Labor protection and welfare matters Party A shall provide to Party B are as follows**

一、漁船因故必須在其他國家（地區）靠港時，甲方應保證乙方的人身安全和進出港手續的合法性。

(一)甲方完成辦理出入國簽證及進出港口相關檢查驗證作業後，證件應歸還乙方。

(二)甲方未經乙方同意不得代為保管個人重要證件。

1. When fishing boats must call in other countries (regions) for any reason, Party A shall ensure the personal safety of Party B and the legality of entry and exit procedures.

(1) Party A shall return Party B's documents to Party B after completing the application for entry and exit visas and relevant inspection and verification operations related to entry and exit ports.

(2) Party A shall not keep important personal documents on behalf of Party B without Party B's consent.

二、甲方應尊重乙方人格、宗教、生活習慣，保障乙方的人身安全及勞動權益；不得要求乙方從事危害人身安全和身心健康的工作。

2. Party A shall respect Party B's personality, religion, and habits of life, and protect Party B's personal safety and labor rights; Party A shall not request Party B to engage in work that endangers personal safety and physical and mental health.

三、甲方應提供乙方在船上與同船同等職務船員的相同福利及勞動保護。

3. Party A shall provide Party B with the same benefits and labor protection as the crew members of the same duties on the same ship.

四、甲方應免費提供乙方從事工作所需之個人防護裝備。

4. Party A shall provide Party B with the personal protective equipment required for the

work free of charge.

五、甲方應確保出海作業時漁船救生設備完好和齊全，並要求甲板作業人員應穿著充氣式救生衣。

5. Party A shall ensure that the life-saving equipment of the fishing boat is intact and complete when operating at sea, and requires deck operators to wear inflatable life jackets.

六、甲方應為乙方提供向相關部門申訴之便利條件機制，申訴專線(在臺灣1955)或其他申訴管道：\_\_\_\_\_，需以全體船員母國文字，固定性公告於船上明顯處所。

6. Party A shall provide Party B with a convenient mechanism for filing complaints with relevant departments. Complaint hotline (1955 in Taiwan) or other complaint channels \_\_\_\_\_ must be provided in all the native languages of all crew members, and it must be announced in a fixed and prominent place on the ship.

七、乙方在受僱期間，因傷病致死亡，甲方應將乙方大體或其遺骸送返，並負擔送返費用。

乙方之全額一般身故保險理賠金及其私人財物，甲方應交付其法定代理人。

乙方非因執行職務而致傷害或疾病，甲方須負責即時就近安排治療，並墊付醫療費及其他費用，其傷害或疾病已無法勝任海上工作，甲方得終止契約，並依第四條第五項規定支付資遣費。

7. In the event that Party B dies as a result of injury or illness during employment, Party A shall return Party B's body or remains and bear the cost of return.

The full amount of Party B's general death insurance claim and personal property thereof shall be delivered by Party A to Party B's legal representative. If Party B suffers injury or illness not caused by the performance of duties, Party A shall be responsible for arranging immediate treatment in the vicinity and advancing the medical fees and other expenses. In the event that Party B is no longer capable of working at sea due to injury or disease, Party A may terminate this Contract and pay severance pay in accordance with Article 4, Paragraph 5 of this Contract.

八、乙方在受僱期間，因自身原因提前解約，甲方應儘速安排乙方離船返回母國。

8. In the event that Party B terminates the contract early for personal reasons during the employment, Party A shall arrange for Party B to leave the ship and return to the home country as soon as possible.

九、對因甲方或其所僱用之船長、漁船幹部，有以下行為導致乙方人身傷害或死亡，經保險公司認定屬於除外責任不理賠時，所發生的相關費用應全部由甲方負擔：

(一) 因涉及違規及違法行為，導致漁船沒收、扣押，船員被監禁或拘留。

(二) 因涉及人口販運、體罰毆打或虐待漁船船員等違規及違法行為。

(三) 其他涉及違反國際漁業規範或違反國內外法令之行為。

9. In the event that Party A or the hired captain or fishing boat cadre thereof commits the following acts resulting in personal injury or death of Party B, such that the insurance company determines that it is an exclusionary liability and does not make any claims, Party A shall bear all the related expenses incurred:

(1) As a result of the violations and illegal acts involved, the fishing vessels are confiscated, seized, and the crew is imprisoned or detained.

(2) As a result of the violations and illegal acts involving human trafficking, corporal punishment of assault or abuse of fishing vessel crew.

(3) Other acts involve violations of international fisheries regulations or domestic or foreign laws and regulations.

十、本條甲方應遵守事項未盡事宜，在不違反主管機關公告之相關管理辦法與勞務契約規範下，雙方得以簽署附加方式約定之。

10. For matters not covered in this article that Party A should abide by, both parties hereto may sign additional agreements under the condition of no violation of the relevant management regulations and employment contract specifications announced by the competent authority.

## 第七條：乙方應遵守事項

### Article 7: Matters To Be Observed By Party B

一、履行與甲方所簽訂的契約。

(一) 乙方應提供所屬國家(地區)所核發之有效旅行身分證件及船員證辦理出入國簽證及進出港口相關檢查驗證作業，完成後始得取回，並應善盡自行管理之責。

(二) 乙方應提供本身最近三個月內，經所屬國家之當地醫療機構健康檢查合格之證明文件。

1. Fulfillment of the contract signed with Party A.

(1) Party B shall provide a valid travel identity document and crew card thereof issued by the country (region) to which Party B belongs for the application of entry and exit visas and relevant inspection and verification operations for entry and exit ports. Party B shall only retrieve back the aforementioned documents upon completion of the processes and bear the responsibility of managing them.

(2) Party B shall provide proof of having passed a medical examination at a local medical institution in the country to which Party B belongs within the last three months.

二、服從甲方及船長的合理指揮監督。

2. Observance of the reasonable command and supervision of Party A and the captain.

三、遵守港口國或船籍國的法令，並尊重工作當地風俗習慣。

3. Observance of the laws and regulations of the port country or flag state thereof and respect for local customs and practices of the workplace.

四、不得有挾持或要挾人員、打架鬥毆、破壞公物、吸毒、聚眾賭博、酗酒、罷工、怠工、擅離職守、藉故不隨船出海、故意毀損漁船漁具、設施等行為；如因乙方故意行為造成漁船設施或個人裝備損壞，乙方應自行負擔維修或換新費用。

4. No kidnapping or coercion of personnel, fighting, vandalism of public properties, drug abuse, a gathering of people to gamble, alcoholism, strikes, sabotage, leaving without

permission, not going to sea with the boat for any excuses, intentional damage to fishing gears and facilities, and the like. In the event that the fishing boat facilities or personal equipment are damaged due to Party B's intentional behavior, Party B shall bear the maintenance or replacement costs.

五、不得攜帶任何兇器、槍枝、彈藥或毒品。

5. No murder weapons, firearms, ammunition or drugs are allowed.

六、不得有行蹤不明情事。

6. Unknown whereabouts shall not be allowed

七、乙方在受僱期間，因自身原因提前解約，應配合甲方航程之進港、轉載或轉船規劃方式及時間離船。

7. In the event that Party B terminates the Contract early for Party B's own reasons during the period of employment, Party B shall cooperate with Party A's planning and time for port entry, transshipment, or transfer, so as to departure from the ship.

八、受僱期間內，未依規定辦理完成轉船手續前，不得以任何藉口和理由轉船或跳船到其他漁船上工作。

8. During the period of employment, before completing the procedures for transferring to another vessel in accordance with the regulations, Party B may not use any excuse or reason to transfer to another vessel or jump ship to work on other fishing vessels.

九、本條乙方應遵守事項未盡事宜，在不違反主管機關公告之相關管理辦法與勞務契約規範下，雙方得以簽署附加方式約定之。

9. For matters not covered in this article that Party B should abide by, both parties hereto may sign additional agreements under the condition of no violation of the relevant management regulations and employment contract specifications announced by the competent authority.

## 第八條：違約處理

### Article 8: Breach of Contract

一、在僱用期間，甲方因自身原因提前解約者，應支付乙方實際工作時間之工資、負擔返程交通費及資遣費。

(一) 若乙方要求轉僱船時，甲方無須給予經濟補償，但應支付乙方等待轉船期間的工資、保險費、食宿費及資遣費等，直至乙方與新船主的僱用關係生效為止。

(二) 若漁船發生意外導致船員個人物品滅失，應予以合理補償。

1. During the employment period, if Party A terminates the contract in advance due to Party A's own reasons, Party A shall pay Party B the wages of the actual working hours, return transportation expenses and severance pay.

(1) In the event that Party B requests to change employment, Party A shall not be required to provide financial compensation, but shall pay Party B's wages, insurance premiums, accommodation, and severance expenses while waiting for the change of employment until the employment relationship between Party B and the new vessel owner becomes effective.

(2) In the event of an accident involving a fishing vessel resulting in the loss of the personal belongings of the crew, reasonable compensation shall be paid.

二、甲、乙任何一方違反本契約第六條、第七條規定者，對可歸責於任何一方的故意或重大過失行為造成對方損失，經勞雇雙方協商確定賠償金額後，應賠償對方之損失。

2. In the event that either party violates the provisions of Article 6 and Article 7 of this Contract, for the loss of the other party caused by intentional or gross negligence attributable to either party, the other party shall be compensated for the loss after the compensation amount is determined through negotiation between both parties hereto.

### **第九條：爭議處理**

#### **Article 9: Dispute Handling**

一、雙方因履約所生爭議，應依法令及契約規定，考量公共利益及公平合理，本誠信和諧，盡力協調解決之。

可透過臺灣 1955 勞工申訴諮詢專線申訴協助（國外可撥打：+886-2-8073-3141）。

1. Disputes arising from the performance of this Contract between both parties hereto shall be resolved in accordance with the laws and this Contract, taking into account the public interest, fairness, and reasonableness, and in good faith and harmony. Complaint assistance can be obtained through the 1955 Foreign Workers' Free Hotline in Taiwan (+886-2-8073-3141 from abroad).

二、自協調開始逾三十日尚未能達成協議者，得向各縣市政府申請調解、提出申訴或提起民事訴訟；協調期間船員可暫置官方同意之安置處所。

2. In the event that no agreement has been reached within 30 days since the start of coordination, an application for mediation, a complaint or a civil lawsuit may be filed to the county or city government; during the coordination period, the crew can temporarily stay in the officially agreed accommodation.

三、雙方因履約而生爭議後，關於履約事項，應依下列原則處理：

(一) 與爭議無關或不影響之部分應繼續履約。但經甲方同意者不在此限。

(二) 乙方因爭議而暫停履約，其因爭議結果經認定無理由者，不得就暫停履約之部分要求延長履約期限或免除契約責任，甲方亦毋須給付暫停履約期間之工資。

(三) 其他簽約文件內容與本契約發生競合時，以本契約為優先適用。

3. In the event of a dispute between both parties hereto arising from the performance of the contract, the following principles shall apply to handle the dispute:

(1) The part that is irrelevant or unaffected by the dispute shall continue to be performed. However, with the consent of Party A, it may be exempted from this provision.

(2) In the event that Party B suspends the performance of the contract due to a dispute, if the dispute is found to be unreasonable, Party B shall not request an extension of this Contract with respect to the period of suspended performance of this Contract or waive the contract liability for the part of the suspended performance, and Party A is not required to pay wages during the period of suspension of performance.

(3) In the event of competition between the contents of other contractual documents and this Contract, this Contract shall prevail.

四、本契約雙方同意以中華民國法律為準據法，並以甲方所在地之地方法院為第一審管轄法院。

4. Both parties hereto agree that the laws of the Republic of China shall be the governing laws, and the local court where Party A is located shall be the court of first instance jurisdiction.

#### **第十條：其他**

##### **Article 10: Others**

一、本契約一式二份，由甲、乙方各執一份。

1. This Contract shall be executed in duplicate, one copy each by Party A and Party B.

二、甲方應提供本契約之中文與提供乙方之版本應為其來源國母語版本供乙方留存。對契約的文義如雙方有爭議，以中文版本為準。

2. Party A shall provide a Chinese version of this Contract and a version in Party B's native language for Party B's retention. In case of dispute between the parties hereto, the Chinese version of this Contract shall prevail.

附件

Appendix

	乙方指定帳戶 The account designated by Party B
銀行戶名： Account Name	
銀行帳號： Account Number	
銀行名稱： Bank Name	
關係： Relationship	
非船員本人，請提供帳戶聯絡資訊 If you are not the crew member, please provide your account contact information	電話號碼： _____ Tel. WhatsApp： _____ FB： _____ 其他： _____ Others

備註：乙方或其指定帳戶，不得為國外仲介帳戶。

Note: Party B or the designated account thereof shall not be a foreign brokerage account.

甲方簽章：..... 乙方簽章：.....  
 Party A's Signature                      Party B's Signature

簽約地點：.....  
 Signing Location

西元.....年.....月.....日

Year      Month      Day