

中華民國臺北市立北安國民中學
外籍英語教師聘僱
契約書

(此份契約僅使用於具有教師證之教師)

**The Employment Contract Between
Foreign English Teacher and
Taipei Municipal Bei An Junior High School,
Taipei City,
Republic of China**

(This contract is for the teacher who owns a teaching permit/certificate issued by the state only).

外籍英語教師聘僱契約

Employment Contract for Foreign English Language Teachers

立本聘僱契約人：

臺北市立北安國民中學(以下簡稱「甲方」)，設址於中華民國臺北市中山區明水路
325 號與 _____ 先生／女士，為 _____ 公民，居住於
_____ (以下簡稱「乙方」)。茲於西元 _____ 年 _____ 月 _____ 日簽訂本契約。

This Employment Contract is entered into on _____, _____ by and between the Taipei Municipal Bei An Junior High School of the Republic of China (the "R.O.C.") located at No. 325, Mingshui Rd., Zhongshan Dist., Taipei City (hereinafter referred to as "Party A"), and Mr./Ms. _____, a citizen of _____, and 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：

Both Parties hereto agree to enter into this Employment Contract, subject to the terms and conditions set out herein 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。
- 1.1 Party A hereby agrees to employ, in accordance with the provisions set out in this Contract, Party B to teach English, to perform research, to provide consulting services, and to participate in related English activities of Party A.
- 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。
- 1.2 Party B hereby agrees to accept the employment offered by Party A, and to provide relevant services and assume his/her responsibilities as set forth in this Contract and in pursuance of the reasonable instructions to be given by Party A.

第二條：試用期間以及聘僱期間

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 個月為止。在試用期間內，倘甲方認定乙方無法勝任甲方指定之工作，甲方得隨時終止本契約。如乙方為再聘時，則不受本條款之限制（本契約所稱再聘均指於原校再聘者，轉入他校者屬新聘）。

2.1 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 at any time. This article shall not apply to the re-employment of Party B (“re-employment” hereunder means re-employment by the original school; transfer to another school is defined as “new employment”).

2.2 聘僱起始起薪日係指乙方已取得教育部核發之工作許可函、移民署核發之外僑永久居留證或依親居留證，並於入境後接受衛生福利部疾病管制署規定之檢疫措施後，於甲方辦理之教育訓練地點完成報到手續或於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」）。

2.2 Employment/Pay Start Date means the day after Party B has acquired the Work Permit issued by the Ministry of Education (MOE) and 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 the destination 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以及甲方及甲方所屬之地方政府（下稱「地方政府」）所規定之事項。

3.1 During the term of this Contract, Party B shall adhere to and abide by all the applicable laws and regulations of the R.O.C., and all the applicable rules and regulations of Party A and the local County (City) Government whose jurisdiction Party A is in (hereinafter the "Local Government"), as well as all rules and regulations as may be

prescribed and promulgated at any time or from time to time by them.

3.2 乙方同意至甲方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。

3.2 Party B agrees to serve as a teacher for Party A, and shall perform the prescribed work required in Appendix A of this Contract, including relevant teaching activities.

3.3 乙方正常工作時間為每週 5 天，每天工作時數為 8 小時(不含午休)，自上午 8 時 0 分至下午 5 時 0 分(甲乙雙方可協調彈性工作時間)，寒暑假期間配合學校辦公時間亦可協調彈性調整。除甲方另有規定外，於工作時間內，乙方應留在甲方校園內。

3.3 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.

3.4 乙方擔任甲方班級授課節數為每週至多 18 節，一節為 45 分鐘。其授課節數包含會同本國教師進行之班級協同教學及為本國教師研習進修活動所施予之教學等。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。又若經甲方書面同意，乙方之教學得免有本國教師會同。

3.4 The number of classes for Party B to perform for his/her teaching shall, at the maximum, be eighteen (18) classes per week, forty five (45) minutes per class, including conducting joint teaching activities with local teachers, providing lessons or trainings to local teachers, and/or etc. In addition to the above classes, Party A may, depending on actual requirements, assign Party B to do necessary teaching and administrative work. Besides, if with a written consent of Party A, Party B may teach without a local teacher's company/assistance.

3.5 乙方同意在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在假日工作。其延長工作時間或在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。

3.5 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。

3.6 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學校活動時進行錄影、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。

3.7 Party B agrees that the MOE, Local Governments, and Party A may film or photograph Party B's school teaching activities. Party B also consents the MOE, Local Governments, and Party A to use such videos of images in non-profit public or publicity activities.

3.8 乙方應提供申請聘僱許可（工作許可）之相關文件，並於接獲錄取通知後，即刻至當地國合格設立之醫療機構辦理體檢（體檢表格如附表 C），並向原護照國法定授權機構申請全國性無犯罪記錄行為良好證明（倘有特殊情形者：已在他國任教無法取得原護照國無犯罪記錄證明者，則應提供現行工作國家所核發之全國性無犯罪證明）。

3.8 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. (In the event that it is not possible to acquire a criminal record issued by the passport-issuing country, such as already been teaching in another country, Party B shall provide a nationwide criminal record issued by the country where he/she is teaching).

若已在臺灣工作者，則可向各縣市警察局外事科，申請核發警察刑事紀錄證明書），且自行負擔相關體檢、無犯罪證明及簽證之費用。

Party B currently working in Taiwan may apply for a copy of his/her criminal record at the foreign affairs division of the local police department. In addition, Party B shall pay for the expenses for the physical examination, criminal record, and visa.

乙方須保證本身身心健康且經相關健康檢查合格，且未經任何法院刑事判決認定有罪。若乙方經查獲提供不實申辦資料或證件，甲方得依第 12 條或第 13 條規定終止聘僱契約。

Party B shall guarantee his/her physical and mental health, pass the related health examinations, and provide a clean criminal record. If Party B is found providing false application data or documents, Party A may terminate the Contract with respect to Article 12 or 13.

若乙方護照國籍為勞動部 108 年 7 月 17 日勞動發管字第 10805088081 號

令所公告之國家，乙方於聘僱開始前，須將前述健康檢查合格證明及行為良好證明文件經距乙方居住地最近之甲方駐外單位驗證後，並交予甲方。倘聘期生效前未補齊行為良好證明文件，則無異議放棄錄取資格。

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 criminal record certified by a Party A's foreign office nearest his/her location before sending them to Party A. If Party B fails to provide a complete criminal record prior to employment initiation, Party B shall have no objection to abandon his/her position.

第四條：薪資與福利

Article 4: Salary and Other Benefits

4.1 薪資(自「受聘僱起始日」支薪):甲方應依乙方之職務以及所提供勞務，支付下列薪資：

4.1 Salary (Starting from the Employment Start Date): Party A shall pay Party B the following remunerations based on the scope of duties of, and the services rendered by Party B:

月薪：甲方提供乙方之月薪為新台幣【 元】(依附錄 B 之規定，按乙方之最高學歷與教學年資核計薪級。教學年資以在國內外公立學校及國內已立案之私立學校任教期間始計入，又不足年及實習年資不計入。另附錄 B 如經教育部調整時，應以調整後之規定辦理)

Monthly Salary:

Party A shall provide Party B with a monthly salary of NT\$_____. (Party B's salary rate is based on his/her highest education level and amount of teaching experience, and calculated in accordance with Appendix B. The amount of Party B's teaching experience only includes the year(s) he/she has taught at a public government school within or outside of the R.O.C. or a registered private school in the R.O.C. Less than one year or a practicum period will not be considered. If Appendix B is revised by the Ministry of Education, the revised version shall govern.)

4.2 保險：乙方應依規定投保全民健康保險及勞工保險，並應自負全民健康保險百分之三十之保費，及勞工保險百分之二十之保費。勞健保費率依據乙方薪資照現行規定扣除勞保費率及健保費率。

4.2 Insurance:

Party B is required to enroll in the National Health Insurance Policy and the Labor Insurance Program, and is obligated to pay, in accordance with the laws, at his/her

own expense, a portion of the insurance premium in an amount equal to 30% of the total premium charged to him/her under the National Health Insurance Policy, and an amount equal to 20% of the total premium charged to him/her under the Labor Insurance Program, respectively. Labor and health insurance rates should be charged according to Party B's salary, and according to the current provisions of labor premium and national health insurance rates.

- 4.3 考核獎懲：甲方應至少每 2 個月對乙方進行 1 次書面考核，並於每年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 two months and complete all evaluations prior to the expiration of Employment. With respect to the evaluation results, Party A shall reward or punish Party B as follows.

- 4.3.1 考核評等為甲等者，為 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.

- 4.3.2 考核評等為乙等者，為 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.

- 4.3.3 考核評等為丙等者，為未滿 70 分或事病假合計超過 28 天或有曠職紀錄者，甲方並得與乙方終止本契約。

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. Party A may also terminate the Contract.

- 4.4 交通津貼：甲方每學年最高補助乙方 3 千元交通津貼往返學校與住宿地並核實支付。

Reimbursement for transportation : Party A shall subsidize Party B up to NT\$3,000 on transportation between the school and his/her house on actual amount spent.

- 4.5 住宿津貼：甲方應補助乙方每學年 2 萬 6 千元住宿津貼。

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

- 4.6 保險：甲方每月應補助乙方 4 千 5 百元投保全民健康保險及勞工保險或意外險。

Insurance: Party A shall insure Party B to insure the National Health Insurance (NHI) and Labor Insurance (LI) or casualty insurance; Party A shall reimbursement NTD 4,500 a month to share the insurance cost for Party B.

- 4.7 津貼給付：乙方當月之獎助津貼及住宿津貼給付日期為次月【5】日（以下稱「支給日」），前揭獎助津貼及住宿津貼將於支給日轉帳至乙方在臺灣之金融機構帳號。甲方應於支給日前將付款明細交予乙方，乙方應於支給日前 1 天確認付款明細。請假扣減部分，於下月獎助津貼扣除。

Payment of Subsidies: Party B's subsidies 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 subsidies 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 deduction for leave will be deducted from the subsidies in the next month.

- 4.8 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 shall contribute to the labor pension of Party B in 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 11 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 11 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 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.

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。續留 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。

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 working for more than one year but less than two years; a 12-day paid annual leave each year after working for more than two years but less than three years; a 14-day paid annual leave each year after working for more than three years but less than five years; a 15-day paid annual leave each year after working 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 tenth year to a maximum of thirty days.

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，則需提報甲方之教育行政主管機關同意。

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 education authority of Party A.

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。

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.

- 5.2 乙方每年請事假超過 7 天者按日扣薪；每年請事病假合計超過 14 天者按日扣薪。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，代課鐘點費之數額為每節新臺幣 450 元整。

Party B is entitled to seven days of personal leave or fourteen days of personal and sick leave combined. 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 NT\$450 for each period.

乙方所得年假天數及事病假天數依照甲乙方簽約之聘期長度比例計算。

The length of annual leave and personal/sick leave entitled to Party B shall be in proportion to the term of Employment.

- 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 marriage leave, pre-maternity leave, paternity leave, maternity leave, miscarriage leave, compassionate 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 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。
Party B shall not reject Party A's request for assistance in teaching and administrative work at school during summer and winter breaks.

5.5 前述規定給假應由甲方准駁之。乙方請假時，須依甲方之請假手續於事前辦理。乙方其他特別狀況之請假，亦由甲方依個案准駁之。
The above types of leave shall be approved or disapproved by Party A. Party B shall apply for a leave in advance according to Party A's related leave application procedures. Party B's application for special leave shall also be approved or disapproved by Party A individually.

第六條：納稅義務

Article 6: Taxation

6.1 就乙方基於本契約所取得之薪資，如依法應課徵所得稅，乙方應自行負責申報並繳納所得稅，其薪資收入，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 於同一課稅年度在台停留時間累積未超過 183 天者，以 18%扣繳。「課稅年度」之定義為自 1 月 1 日起至同年 12 月 31 日止。

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. A "tax year" commences on January 1 and ends on December 31 each year.

第七條：兼職

Article 7: Part-time Job

除報經甲方以及甲方之所屬主管教育行政機關同意，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，依 12.2 條文之約定處理。

Except with the permission of Party A and the education authorities with jurisdiction over 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

乙方同意，其於聘僱期間於職務範圍內所完成之創作以及其他著作，其智慧財產權歸屬甲方所有，甲方不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: Confidentiality

乙方因工作或職務所知悉或持有甲方之秘密，乙方皆應負保密義務，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 Property of Party A

乙方於本契約終止時，應立即將其於聘僱期間所製作或編纂或被交付或持有之一切文件及甲方財產交付或返還予甲方。乙方同意前述所有文件之權利均歸屬於甲方所有。

Party B shall immediately, upon the termination of this Contract, deliver to Party A any and all documents which may have been prepared or made by Party B or have come into his/her possession in the course of his/her employment with Party A, and shall return any properties owned by Party A. Party B agrees that the title and intellectual property rights thereto shall be vested in Party A.

第十一條：不可抗力及其他免責條款

Article 11: Force Majeure and Other Indemnifications

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，亦非雙方得合理控制，或不可預見且縱加相當注意亦無法防止、避免或排除，且足以影響本契約一部或全部之履行者。

11.1 Events of Force Majeure as referred herein shall mean any incidents, conditions or circumstances not attributable to both Parties, beyond the control of either Party, or

unforeseeable and unavoidable by either Party notwithstanding the exercise of due diligence by either Party or the Parties, and either Party is prevented from carrying out any of its obligations under this Contract as a result thereof.

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，以促使本契約能順利執行。

11.2 The Party claiming to be affected by the event of Force Majeure shall use its best efforts in good faith to mitigate the adverse effects resulting from the event of Force Majeure and to perform its obligations under this Contract to the extent possible and in conformity with the provisions of this Contract.

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

11.3 Where either Party hereto is incapable, or has delayed or has failed, to perform in time its obligations under this Contract due to any cause of Force Majeure, it shall be permitted to perform its relevant obligations promptly after the termination of the event of Force Majeure, without being subject to any default liabilities; or the affected Party hereto may be exempted from performance of such obligations should it no longer be fulfillable in nature.

11.4 不可抗力發生或結束後，其屬可繼續履約之情形者，雙方應繼續履約。

11.4 The Parties hereto shall continue to perform their respective obligations under this Contract if such obligations could be performed on a continuous basis after the occurrence or the ending of the cause of Force Majeure.

第十二條：違約

Article 12: Default of the Contract

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：

Any of the following circumstances shall constitute a breach of the Contract by Party B, and Party A may terminate forthwith the Contract.

12.1.1 乙方於聘僱期間未經甲方同意而自行離職、兼職，或經發現違反聘僱許可（工作許可）規定者。

12.1.1 Where Party B withdraws from his/her duty or engages in any part-time job during the term of this Contract without the prior consent of Party A; or is found to have acted contrary to the rules set out in his/her employment permit (work permit).

12.1.2 乙方有違反中華民國法令情事（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)。

12.1.2 Where Party B has violated the laws of the R.O.C. (Party A shall not be obligated to assist Party B in handling the litigation procedure or any other relevant matter resulting from his/her unlawful act).

12.1.3 乙方有損及中華民國政府或甲方之名譽之行為者。

12.1.3 Where the conduct of Party B has jeopardized the reputation of the R.O.C. Government or Party A.

12.1.4 乙方拒絕接受體檢或因感染法定重大傳染疾病致體檢不合格者。

12.1.4 Where Party B refuses to take a physical examination, or has failed the physical examination because he/she is infected with a statutory major contagious disease.

12.1.5 乙方拒絕提供相關文件致無法辦理聘僱許可(工作許可)或經查獲提供不實申辦資料或證件者。

12.1.5 Where Party B refuses to provide relevant documents and thus has impeded the process of applying for the employment permit (work permit), or he/she is found to have provided false information or documents required therefore.

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 所含各項規定，經地方政府組成之專案小組(組成方式見附錄 C)正式書面警告達 3 次以上者。

12.1.7 Where Party B has acted contrary to any of the provisions set out in *Appendix A* hereto, and has received three (3) written warnings given by an ad hoc team (*See Appendix C for group composition*) formed by the Local Government.

12.2 乙方如有前述任何違約之情事，應支付甲方相當於 1 個月薪資之懲罰性違約金。前述違約金，甲方得自行由應付予乙方之薪資以及津貼中扣除。

12.2 In the event of any default by Party B as set forth in the preceding Section 12.1, Party B shall be liable for the payment of a punitive penalty to Party A in an amount equal to one-month's salary which may be withheld by Party A from among the salary and other allowances payable to Party B hereunder.

第十三條：其他終止事由

Article 13: Termination

13.1 乙方有下列情形之一者，甲方得立即終止本契約：

13.1 Party A may immediately terminate this Contract in any of the following events:

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，且無法於 1 個月內治癒者。

13.1.1 Where Party B becomes seriously ill or is infected with any statutory contagious disease during the term of his/her employment so as to become incapable to continue his/her teaching work, and his/her illness cannot be cured within one (1) month.

13.1.2 經地方政府組成之專案小組評定，核屬因其他因素失去工作能力者。

13.1.2 Where Party B has lost his/her working capability on account of any other reason, as evaluated and confirmed by an ad hoc team appointed by the Local Government.

13.1.3 經地方政府組成之專案小組評定，核屬無法勝任教學工作者。

13.1.3 Where Party B is incompetent to engage in teaching work, as evaluated and confirmed by an ad hoc team appointed by the Local Government.

13.2 經甲方書面同意，乙方亦得提前終止本契約。

13.2 Party B may terminate this Contract before expiration of the term of employment with a written consent of Party A.

13.3 如甲方於聘僱期間因故無法提供乙方工作時，甲方需付乙方資遣費 1 個月薪資。

13.3 If Party A is unable to provide the work to Party B during the term of employment for any reason, Party A shall pay to Party B a severance pay in an amount equal to one-month's salary payable to Party B hereunder.

第十四條：契約之修訂

Article 14: Amendments to the 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或書面協議或承諾。本契約之修正除經雙方書面同意並簽名或蓋章外，不生其效力。

The Parties hereto acknowledge their comprehensive understanding of the contents set forth herein which have been discussed adequately between the two Parties, and agree that this Contract shall entirely represent the mutual assent of both Parties hereto, and that this Contract shall supersede any and all prior oral and written contracts,

undertakings, and documentations in connection with the subject hereto. No amendment to this Contract shall be binding or have any legal effect until reduced to writing in a contract duly executed by the Parties hereto for the purpose of amending this Contract.

第十五條 通知

Article 15: Notices

任何一方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。

Any notice given hereunder shall be effective only when it is made in writing and delivered to the other Party unless there is indeed a difficulty otherwise.

第十六條 個別效力

Article 16: Severability

本契約之各項條款可予分割，且其中任一條款如經任何具管轄權之法院認為無效或無強制力時，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，如有可能，雙方應重新議定有效之條款，以反應雙方就該條款之原意。

The provisions of this Contract are severable. Should any provision hereof be determined to be invalid or lack enforceability by any of the courts having jurisdiction, it shall in no event affect the validity or enforceability of any other paragraph, clause, or provision whatsoever. Should any provision be found to be invalid or not enforceable, such provision, if at all possible, shall be reformed to reflect the original intention of the Parties.

第十七條：爭議處理

Article 17: Disputes Resolution

17.1 甲方與乙方因本契約所生之爭議，應依法令及契約規定，本諸誠信和諧，盡力協調解決之。

17.1 Any dispute arising out of or in connection with this Contract shall be negotiated and settled in good faith and amicably in accordance with applicable laws and regulations, as well as related provisions of this Contract.

17.2 履約爭議發生後，履約事項之處理原則如下：

17.2 The Parties agree that any disputes arising out of or in connection with this Contract shall be resolved by 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。

17.2.1 With respect to the parts irrelevant to the dispute nor affected thereby, the Parties shall continue to perform their obligation unless otherwise agreed to by Party A.

17.2.2 乙方因爭議而暫停履約，其經爭議處理結果被認定無理由者，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。

17.2.2 Should Party B suspend his/her performance due to the dispute thereof, he/she shall not be entitled to any extension of period of performance of the Contract, nor any exemption from his/her obligations hereunder if the result of dispute resolution is not in favor of Party B.

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地方政府請求協助；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「外籍英語教師申訴及處理流程」(參見附錄 C)提出申訴。有關具體申訴機制依地方政府規定。

17.2.3 If Party B needs any assistance in everyday living or teaching, he/she shall first seek the assistance of Party A. If Party A cannot provide assistance, Party B may seek the assistance of the Local Government. If the Local Government is unable to assist, the last resort shall be the Ministry of Education. Party B shall comply with the "Procedure for Exposing and Settling Disputes or Complaints Concerning Foreign English Teachers" (see Appendix C). The substantial mechanisms for appeals shall be prescribed by 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。

17.3 This Contract shall be construed and governed by the laws of the R.O.C. Any disputes in connection with this Contract shall be submitted to the jurisdiction of the district court of the city/county which governs Party A as the court of first instance trial.

第十八條：契約之解釋

Article 18: Interpretation

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。

18.1 The effect of each provision of this Contract shall be interpreted by its content, while the headings of each provision of this Contract shall be for reference only and shall not affect the content of each provision herein.

18.2 契約文件之一切規定得互為補充，如仍有不明確之處，以甲方之解釋為準。

18.2 Any and all provisions in this Contract and the attached documents may be reference

to each other. In the event of any ambiguity, Party A's interpretation shall prevail.

18.3 本契約以中英文方式簽署，但中英文有差異時，應以中文版本為準。

18.3 This Contract is executed in both Chinese and English versions. In the event of any discrepancy between these two versions, the Chinese version shall prevail.

第十九條：其他

Article 19: Other Covenants

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

19.1 Without Party A's prior written consent, Party B shall not assign this Contract, in part or in whole, to any third party.

19.2 如甲方與乙方擬於下年度續約，得於甲方確認乙方之有效教師資格，並經地方政府同意後，依本契約之條款繼續辦理，甲方並應依法於聘僱期滿前為乙方展延聘僱許可（工作許可）。

19.2 Should Party A and Party B intend to renew this Contract for the next school year, a renewal may be consummated by both, after Party A verifies Party B's valid teacher certificate (or teacher qualifications) and clarifies with the Local Government as to the agreement in accordance with the terms and conditions of this initial Contract. Party A shall, in accordance with the laws, help Party B extend his/her employment permit (work permit) before the date of expiration of the employment term.

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。

19.3 Subject to the provisions otherwise provided for in the applicable laws, Party A shall not be held liable for any damage caused by any deviate act or negligence of Party B.

19.4 本契約簽訂後一式三份，甲方、甲方之主管教育行政機關、及乙方各執一份。

19.4 There shall be three original signed copies of the Contract, where Party A, Party A's educational authority, and Party B each holds one.

甲方 (中華民國臺北市立北安國民中學)

Party A: Taipei Municipal Bei An Junior High School, Taipei City, Republic of China

代表人 (職章) : _____

甲方印信 (單位圖記) :

Representative (Seal): _____

Party A's Seal:

地址 : 臺北市中山區明水路 325 號

Address: No. 325, Mingshui Rd., Zhongshan Dist. , Taipei City Taipei City.

簽名處 : _____

Signature : _____

乙方 (教師姓名)

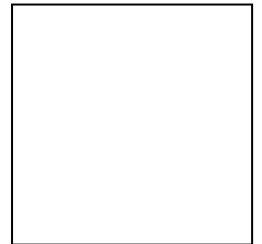
Party B: _____ (Teacher's Name)

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

1. Teaching activities

1.1 乙方需準時授課，不遲到早退，且不得未經同意調代課。(於鈴響 5 分鐘內未進入教室為遲到，遲到逾 10 分鐘需擇期補課)。除緊急或不可預知事件外，乙方須經甲方事先同意，方可請假。

1.1 Party B is required to be on time for classes without being late or finishing early, nor may Party B cause a change of the original teaching schedule, or substitute or to be substituted by another teacher, without obtaining prior approval from Party A. (Party B who fails to enter the classroom within five (5) minutes from the time the bell rings shall be regarded as late to the class; and he/she will be required to make up the lost lesson, if the delay time caused by him/her for a class exceeds ten (10) minutes.) Party B may ask for leave only after having obtained prior approval from Party A, except in an emergency or an un-expectable event.

1.2 乙方不得於課堂中及甲方之正式場合使用粗俗之語言或有不當之行為表現。

1.2 Party B shall not use vulgar language in speaking, nor behave improperly in the classrooms and/or on any official occasion of Party A.

1.3 乙方應善盡教學之責任，不得對學生進行體罰。

1.3 Party B shall fulfill his/her teaching duties in good faith and shall not treat students with corporal punishment.

1.4 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。

1.4 Party B shall not interrupt the teaching activities or leave the classroom during class time for personal or emotional reasons.

1.5 乙方需參與甲方相關教學會議、課外活動、競賽等。

1.5 Party B is required to participate in relevant faculty meetings regarding teaching activities, extracurricular activities, and various contests held or sponsored by Party A.

1.6 乙方教學表現欠佳時，需接受甲方之輔導並即日改進。

1.6 Where the teaching performance of Party B is considered unsatisfactory, he/she shall be receptive to and accept the assistance and guidance to be rendered by Party A. Party B shall make satisfactory improvements accordingly without delay.

1.7 乙方不得於課堂上傳教。

1.7 Party B shall not preach any religion in the class.

2. 教學準備

2. Preparation for Classes

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。

2.1 Party B is required to use extracurricular time to make good preparations for lessons, including editing teaching materials, writing teaching plans, making teaching aids, correcting students' work, grading test/examination sheets, etc. In any event, no teaching materials or teaching activities designed or organized by Party B may prejudice or harm the personal safety of students.

2.2 乙方需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，且經甲方及其協同教師認可，方可實施。

2.2 Party B shall have thorough discussions with co-teachers of Party A before the beginning of each class and each semester so as to determine the contents of the teaching curriculum and materials, to develop teaching plans, and have the same reviewed and approved by Party A and the co-teachers before implementing them.

2.3 為協助乙方了解學生，乙方應利用課堂外時間參與甲方安排的課室觀察，一學年至少觀看____節課，乙方不得拒絕。

2.3 Party B is required to use extracurricular time to observe in ____ classes arranged by Party A. Party B shall not reject, but comply therewith.

3. 行政配合

3. Administrative Cooperation

3.1 乙方應本善意，盡力了解、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。

3.1 Party B shall, in a bona fide manner, do his/her best to understand, to respect, and to adapt themselves to the differences between different cultures, and shall avoid making subjective criticisms against the policies of the R.O.C. and/or Party A.

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。

3.2 Party B shall observe the relevant rules and regulations prescribed and enforced by Party A, for instance, by participating in relevant administrative or academic meetings including those held in winter or summer vacations.

3.3 乙方須本友善態度，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。

3.3 Party B shall, with a friendly attitude, maintain good relationships with all other teachers and administrative staff of Party A, students' parents, and other foreign English language teachers.

3.4 乙方服儀需保持整潔合宜。

3.4 Party B shall keep a neat appearance and wear appropriate attire.

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。

3.5 Party B shall not hold, use, or read any content products and/or publications containing adult/sexual and violent content on the campus of Party A.

3.6 乙方不得從事危險或違法之活動，並須避免飲酒過量，影響教學能力。

3.6 Party B shall not engage in any dangerous or illegal activities, and shall avoid drinking excessively which may adversely affect his/her teaching ability.

4. 生活常規

4. Normal Living Rules

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。

4.1 Party B shall maintain good relationships with local residents in the community where he/she stays, and shall observe ordinary living norms, without being rowdy at night or making a mess of 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。

4.2 Where there is any complaint from local residents against the improper conduct of Party B, Party A may conduct a fact-finding investigation, and may provide proper assistance for improvement, if it is deemed necessary.

附 錄 B

(本標準表僅適用於持有國家頒發的教學許可證/證書的教師)

外籍英語教師待遇標準表			
學歷 月薪 年資	博士	碩士	學士
12	91,420	86,820	78,045
11	89,750	85,295	76,650
10	88,080	83,755	75,235
9	86,410	82,225	73,865
8	84,740	80,705	72,475
7	83,065	79,160	71,065
6	81,385	77,630	69,680
5	79,715	76,095	68,290
4	78,045	74,565	66,900
3	76,375	73,030	65,510
2	74,710	71,495	64,110
1	73,025	69,965	62,720

備註：

1. 單位：新臺幣元
2. 本表自民國 101 年 8 月 1 日起實施

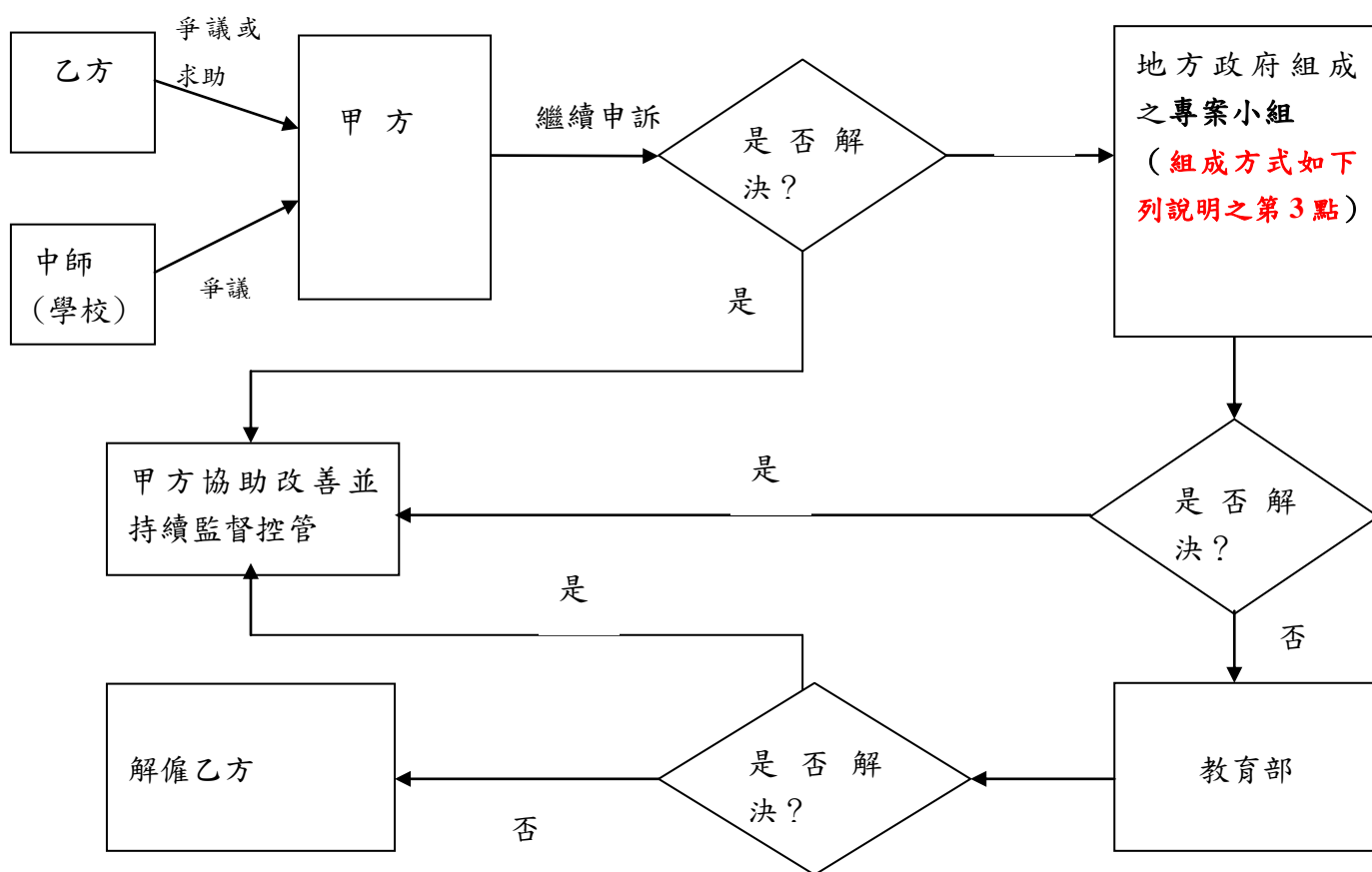
Appendix B

(This table of standard is for the teacher who owns a teaching permit/certificate issued by the state only).

Table of Standard Salary Rates for Foreign English Teachers			
Education Background Monthly Salary Seniority	Doctoral Degree	Master's Degree	Bachelor's Degree
12	91,420	86,820	78,045
11	89,750	85,295	76,650
10	88,080	83,755	75,235
9	86,410	82,225	73,865
8	84,740	80,705	72,475
7	83,065	79,160	71,065
6	81,385	77,630	69,680
5	79,715	76,095	68,290
4	78,045	74,565	66,900
3	76,375	73,030	65,510
2	74,710	71,495	64,110
1	73,025	69,965	62,720
Remarks :			
1. Units: New Taiwan Dollar.			
2. Effective date of this table: August, 1, 2012.			

附 錄 C

外籍英語教師申訴及處理流程

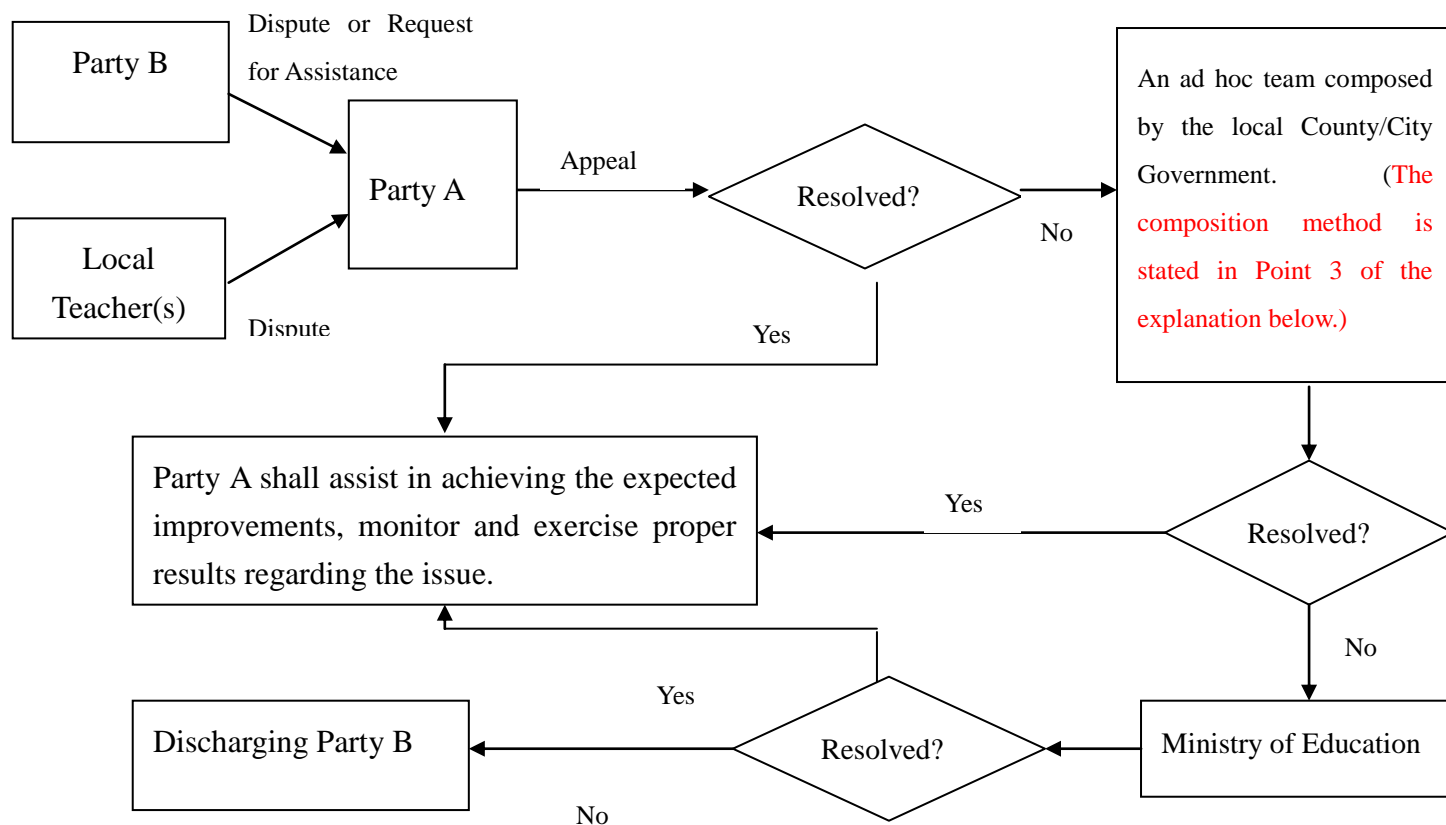


說明：

1. 外師或中外師之間如有爭議問題或需要協助時，得向甲方提出申訴或請求；甲方有關單位應為適切之處理。
2. 甲方處理中外師申訴或求助問題，未獲相關當事人接受時，當事人得逕向地方政府申訴或反映。
3. 地方政府應成立專案小組（如：英語教育推動委員會之專家學者或英語科輔導團教師代表、教育局代表、甲方代表各一名），協調中外師爭議或求助問題處理。並以書面作成處理報告。
4. 專案小組若能協助解決前述問題，則應持續監督及協助甲乙雙方；若非，當事人得逕向教育部申訴或反映。
5. 教育部若能協助解決前述問題，則應持續監督及協助甲乙雙方與地方政府；若非，則解僱乙方。
6. 前述爭議若可歸責於中師者，則交甲方教師評審委員會處理。

Appendix C

Procedure for Exposing and Settling Disputes or Complaints Concerning Foreign English Teachers



Explanation:

- When a dispute or a request for assistance arises by/between a local teacher or/and Party B, the issue may be discussed or referred to Party A; and the relevant units of Party A shall deal with the dispute or request with a proper settlement.
- If the settlement made by Party A is unacceptable to all the parties, an appeal may be filed with the Local Government.
- An ad hoc team (composed of one representative each from who is a professional or specialist of the Committee for Promoting English Education or acknowledged teachers of advisory panel for English teaching, and from the Bureau of Education and from Party A) shall be formed by the Local County (City) Government to take charge of mediating and settling the dispute or the request for assistance between/from the local teacher and/or Party B; and shall make a report in writing on the results of its consulting efforts.
- If the preceding issue can be resolved by the assistance of the ad hoc team, the team shall continue supervising and assisting both Party A and Party B; if it can not, an appeal may be filed with the Ministry of Education.
- If the Ministry of Education can assist to resolve the preceding issue, it shall continue supervising and assisting Party A, Party B and the Local Government; if the issue is still not resolved, Party A shall discharge Party B.
- If the cause of the preceding issue is attributable to the local teacher, the case shall be referred to the Performance Rating Committee of Party A wherein both teachers serve for an appropriate disposition.

基本資料 (BASIC DATA)

姓名 Name	:	_____	性別 Sex	:	<input type="checkbox"/> 男 Male <input type="checkbox"/> 女 Female
身份證字號 ID No.	:	_____	年齡 Age	:	_____
出生年月日 Date of Birth	:	____ / ____ / ____	婚姻狀況 Marriage	:	<input type="checkbox"/> 已婚 Married <input type="checkbox"/> 未婚 Single
護照號碼 Passport No.	:	_____	國籍 Nationality	:	_____
居住縣市別 County/City (Residing in)	:	_____	聯絡電話 Phone No.	:	_____

2 吋照片

2" Photo

病 史 (MEDICAL HISTORY)

您是否曾經感染過下列疾病：

Have you ever had diseases of the following :

- A. 心臟病
Heart disease 有 Yes 沒有 No
- B. 高血壓
Hypertension 有 Yes 沒有 No
- C. 肺病
Lung disease 有 Yes 沒有 No
- D. 氣喘
Asthma 有 Yes 沒有 No
- E. 肝病
Liver disease 有 Yes 沒有 No
- F. 糖尿病
Diabetes 有 Yes 沒有 No
- G. 腎臟病
Kidney disease 有 Yes 沒有 No
- H. 癲癇
Epilepsy 有 Yes 沒有 No

- I. 瘧疾
Malaria 有 Yes 沒有 No
- a. 間日瘧
Plasmodium vivax
- b. 卵型瘧
Plasmodium ovale
- c. 三日瘧
Plasmodium malariae
- d. 熱帶瘧
Plasmodium falciparum
- J. 結核病
Tuberculosis 有 Yes 沒有 No
- K. 登革熱
Dengue Fever 有 Yes 沒有 No
- L. 其他
Others : _____

身體檢查 (PHYSICAL EXAMINATION)

<p>A. 身高：_____公分 cms Height</p> <p>B. 體重：_____公斤 kgs Weight</p> <p>C. 血壓：_____/_____ 毫米汞柱 mmHg Blood Pressure</p> <p>D. 脈搏：_____次/分 times/min Pulse</p> <p>E. 體溫：_____°C Body Temperature</p> <p>F. 視力：右 Right _____左 Left _____ Vision</p> <p>G. 皮膚 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Skin</p> <p>H. 耳朵 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Ears</p> <p>I. 眼睛 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Eyes</p> <p>J. 心臟 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Heart</p>	<p>K. 肺臟 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Lungs</p> <p>L. 肝臟 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Liver</p> <p>M. 脾臟 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Spleen</p> <p>N. 甲狀腺 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Thyroid gland</p> <p>O. 淋巴腺 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Lymph nodes</p> <p>P. 體肢運動 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Locomotors</p> <p>Q. 精神狀態 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal Mental condition 若是精神狀態異常，病名是_____ (If abnormal, specify disease_____.)</p> <p>R. 其他 Others_____</p>
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實驗室檢查 (附表一) (LABORATORY EXAMINATIONS)

<p>A. 人類免疫缺乏病毒抗體檢查 (Serological Test for HIV) :</p> <p><input type="checkbox"/> 陽性 (Positive) <input type="checkbox"/> 陰性 (Negative) <input type="checkbox"/> 未確定 (Indeterminate)</p> <p>a. 篩檢 (Screening Test) : <input type="checkbox"/> EIA <input type="checkbox"/> Serodia <input type="checkbox"/> 其他 (Others) _____</p> <p>b. 確認 (Confirmatory Test) : <input type="checkbox"/> Western Blot <input type="checkbox"/> 其他 (Others) _____</p> <p>B. 胸部 X 光檢查肺結核 (Chest X-Ray for Tuberculosis) :</p> <p><input type="checkbox"/> 正常 (Normal) <input type="checkbox"/> 異常 (Abnormal) _____</p> <p>※限大片攝影 (Standard Film Only)</p> <p>C. 梅毒血清檢查 (Serological Test for Syphilis) : <input type="checkbox"/> 陽性 (Positive) <input type="checkbox"/> 陰性 (Negative)</p> <p>a. <input type="checkbox"/> RPR b. <input type="checkbox"/> VDRL c. <input type="checkbox"/> TPHA d. <input type="checkbox"/> 其它 (Other)</p>	
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備註：本表供乙類外國人(外籍教師)健康檢查時使用。

Remark : This form is for **Group B foreign worker (foreign teacher)**.

結論：根據以上對_____先生/女士/小姐之檢查結果為 合格 不合格

Conclusion : The above medical report of Mr./Mrs./Ms. _____, He/She passes fails the checkup.

負責醫檢師簽章

(Chief Medical Technologist)

:

(Name & Signature)

負責醫師簽章 : _____ (Name & Signature)
(Chief Physician)

醫院負責人簽章 : _____ (Name & Signature)
(Superintendent)

日期 / Date : ____/____/____

※本證明三個月內有效 (Valid for Three Months)

※附錄：入國後健康檢查檢驗項目不合格之認定及處理原則

檢驗項目	不合格之認定及處理原則
人類免疫缺乏病毒抗體檢查	<p>一、人類免疫缺乏病毒抗體檢驗經初步測試，連續二次呈陽性反應者，受聘僱外國人健康檢查指定醫院將檢體逕送指定確認機構再以西方墨點法(WB)作確認試驗。</p> <p>二、連續二次(採血時間需間隔三個月)西方墨點法結果皆為未確定者，視為合格。未依規定期限進行複驗者，視同「不合格」。</p>
胸部X光檢查	<p>一、活動性肺結核(包括結核性肋膜炎)視為「不合格」。</p> <p>二、非活動性肺結核視為「合格」，包括下列診斷情形：纖維化(鈣化)肺結核、纖維化(鈣化)病灶及肋膜增厚。</p> <p>三、如經診斷為「疑似肺結核」及不合格或因故無法確認診斷時，由受聘僱外國人健康檢查指定醫院通知雇主，偕同受聘僱外國人攜帶體檢報告、胸部X光片、及前次體檢之胸部X光片，至指定確認機構複驗。</p>
梅毒血清檢查	<p>以 RPR 或 VDRL 其中一種加上 TPHA 之檢驗，如經診斷為陽性或下列疑似(假)陽性情形，由受聘僱外國人健康檢查指定醫院將血樣及檢查結果逕送指定確認機構，由其視需要配合其他精確檢驗(如：免疫球蛋白 M 等)綜合研判，確認診斷。</p> <p>一、RPR 或 VDRL 任一為陽性，且 TPHA 值大於一比八〇。</p> <p>二、RPR 或 VDRL 為陰性，且 TPHA 值大於一比一六〇。</p> <p>三、RPR 或 VDRL 為陽性，TPHA 為陰性，但 RPR 或 VDRL 之半定量大於四倍以上。</p>

※Appendix: Principles on the determination and management of failed items of health examination after entry.

Test Item	Principles on the determination and management of failed items
HIV antibody test	<p>1. For cases showing consecutively two positives on the preliminary HIV antibody testing, designated hospitals shall submit their specimens to the confirmation institutions for confirmation testing by the Western Blot method.</p> <p>2. Cases indeterminate in two consecutive testing by the Western Blot method (blood collection in an interval of three months) are considered <u>to pass</u> the examination. Cases not re-examined by regulated deadlines are considered <u>to have failed</u> the examination.</p>
Chest X-ray test	<p>1. Active pulmonary tuberculosis (including tuberculous pleurisy) is considered unqualified.</p> <p>2. Inactive tuberculosis including roentgenograph diagnoses of fibrocalcified tuberculosis, calcified lesions, or pleura thickening is considered qualified.</p> <p>3. If the alien employee was diagnosed as tuberculosis suspect, or he/she failed to pass the examination, or he/she was unable to get a definite diagnosis for some reason, the designated hospital should inform the</p>

	employer to bring him/her, together with the health examination report, the Chest X-ray, and the Chest X-ray of the previous health examination, to the confirming institutions for double check..
Serological testing for syphilis	<p>If cases are diagnosed after testing by either RPR or VDRL together with TPHA positive or suspected (false) positive as follows, designated hospitals shall submit blood specimens and findings of examination directly to the confirmation institutions for more precise examinations by other methods (such as immunoglobulin M and others), if necessary, for more comprehensive reading and confirmation diagnosis.</p> <ol style="list-style-type: none"> 1. Either RPR or VDRL is positive, and TPHA value larger than 1 to 80; 2. Either RPR or VDRL is negative, and TPHA value larger than 1 to 160; 3. Either RPR or VDRL is positive, TPHA is negative, but the semiquantitative value of either RPR or VDRL is four times higher.
Stool examination for intestinal parasites	<ol style="list-style-type: none"> 1. By centrifugal concentration method and microscope examination, cases are determined unqualified if intestinal helminthes eggs or other protozoa such as <i>Blastocystis hominis</i>, whipworm protozoa, infusorians protozoa and sporozoites are detected. Cases are, however, determined qualified if they are treated in 30 days and re-examined (by centrifugal concentration method) as negative. 2. By centrifugal concentration method and microscope examination, cases are determined qualified without treatment, if ameba protozoa such as <i>Entamoeba harimanni</i>, <i>Entamoeba coli</i>, <i>Endolimax nana</i>, <i>Iodamoeba butschlii</i>, <i>Dientamoeba fragilis</i> are detected. 3. If cases are detected by centrifugal concentration method and microscope examination <i>Entamoeba histolytica/dispar</i> (including cysts and trophozoite), designated hospitals shall, within 24 hours, notify local competent health authority and the employers at the same time; and collect again at hospital, within seven days after notification, three fresh stool specimens (one a day) (not smaller than the size of the thumb; do not add any fixative; keep at 4°C), and send them together with the already fixed and dyed specimen and test request to the Center for Disease Control within 24 hours after the collection of specimens (to be transported in cold-chain) for diagnostic assessment. Cases are determined unqualified if <i>Entamoeba histolytica</i> is detected in diagnostic assessment; and cases are determined qualified if <i>Entamoeba dispar</i> is detected. Cases are determined unqualified if they fail to appear for re-examination by regulations. A statement, “Case fails to appear for specimen collection and confirmation after notification”, is noted on the health examination record.
Pregnancy test	<p>If pregnancy test is positive, <u>the</u> hospital shall, within 24 hours, notify the employers. Specimens shall be collected for confirmation within seven days after notification. A Certificate of Health Examination can only be issued after re-examination. It shall be noted on the Certificate “Specimens have been collected and confirmed.” If cases fail to appear after notification within set time for specimen collection and confirmation, the Certificate shall be noted, “Case fails to appear for specimen collection and confirmation after notification.”</p>