

國家電影及視聽文化中心
「2023 年臺灣經典電影數位修復 II」藝文採購案
契約書

Taiwan Film & Audiovisual Institute
Contract

“Digital Restoration of Taiwanese Classical Movies II in 2023”
Cultural and Arts Procurements

(111.05-1 版)
(version 1 of May, 2022)

國家電影及視聽文化中心(以下簡稱本中心)及得標者(以下簡稱廠商)雙方同意以下之規定訂定本契約，共同遵守，其條款如下：

Taiwan Film & Audiovisual Institute (hereinafter referred to as “TFAI”) and award tenderer (hereinafter referred to as the “Contractor”) hereby agree to enter into the Contract upon the following terms and conditions to be bound by each party.

第一條 契約文件及效力

Article 1 The contract documents and their effectiveness

(一)契約包括下列文件 The contract includes the following documents：

1.招標文件及其變更或補充。

Tender documentation and any amendments or supplements thereof.

2.投標文件及其變更或補充。

Tender and any amendments or supplements thereof.

3.決標文件及其變更或補充。

Award document and any amendments or supplements thereof.

4.契約本文、附件及其變更或補充。

The text of the contract, exhibits and any amendments or supplements thereof.

5.依契約所提出之履約文件或資料。

Documents or data of contract performance submitted in accordance with the contract.

(二)契約文件，包括以書面、錄音、錄影、照相、微縮、電子數位資料或樣品等方式呈現之原件或複製品。

Contract documents include original or duplicates presented in written form, audio or video recording, photograph, microfilm, digital data, or samples.

(三)契約所含各種文件之內容如有不一致之處，除另有規定外，依下列原則處理：

Where there is any discrepancies in the content of various documents included in the contract, except otherwise stipulated, the following principles shall govern.

- 1.招標文件內之契約條款及投標須知優於招標文件內之其他文件所附記之條款。但附記之條款有特別聲明者，不在此限。契約條款與投標須知內容有不一致之處，以契約條款為準。

The instructions to tenderers and the provisions of contract contained in the tender documentation shall prevail over the additional provisions of other documents, except otherwise specified. Where there are any discrepancies in “Terms and conditions of Contract” and “Instruction to Tenderers”, the “Terms and conditions of Contract” will have priority.

- 2.招標文件之內容優於投標文件之內容。但投標文件之內容經本中心審定優於招標文件之內容者，不在此限。招標文件如允許廠商於投標文件內特別聲明，並經本中心於審標時接受者，以投標文件之內容為準。

The contents of tender documentation shall prevail over the contents of tender, except otherwise decided by TFAI that the content of the latter is better and therefore prevails over the former. Where specific statements in the tender are permitted by the tender documentation, and that any of them are accepted by TFAI upon tender evaluation, the accepted ones shall govern.

- 3.文件經本中心審定之日期較新者優於審定日期較舊者。

The documents with a later date shall prevail over those with an earlier date as approved by TFAI.

- 4.大比例尺圖者優於小比例尺圖者。

The design drawings with larger scales shall prevail over those with smaller scales.

5. 決標紀錄之內容優於開標或議價紀錄之內容。

The contents of award record shall prevail over those of the records of tender opening and price negotiation under single tendering.

6. 同一優先順位之文件，其內容有不一致之處，屬本中心文件者，以對廠商有利者為準；屬廠商文件者，以對本中心有利者為準。

Where there are any inconsistencies of contents of the documents that are in the same order of priority, the contents to be adopted shall, be whichever is more favorable to the Contractor; if such documents are provided by the Contractor, the contents to be adopted shall, be whichever is more favorable to TFAI.

7. 招標文件內之標價清單，其品項名稱、規格、數量，優於招標文件內其他文件之內容。

The descriptions, specifications, and quantities specified in the list of bid price in the tender documentation shall prevail over the contents of other documents of the tender documentation.

- (四) 契約文件之一切規定得互為補充，如仍有不明確之處，應依公平合理原則解釋之。如有爭議，依中華民國民法之規定處理。

Provisions of the contract shall supplement each other. If there exists any unclear provision, it shall be interpreted in accordance with the principles of fairness and reasonableness. In the event of any dispute, it shall be resolved in accordance with Civil Code of R.O.C.(Taiwan).

- (五) 契約文字 Contract language：

1. 契約文字以中文為準。但下列情形得以外文為準：

The Chinese language shall prevail in the contract. However, the foreign language may prevail in the following circumstances:

- (1) 特殊技術或材料之圖文資料。

Drawings or description information of special technology or material.

- (2) 國際組織、外國政府或其授權機構、公會或商會所出具之文件。

Documents provided by international organizations, foreign governments or their authorized institutions, business associations or business organizations.

(3)其他經本中心認定確有必要者。

Other circumstances that TFAI deems necessary.

2. 契約文字有中文譯文，其與外文文意不符者，除資格文件外，以中文為準。其因譯文有誤致生損害者，由提供譯文之一方負責賠償。

In the event of discrepancy between the content of contract prepared in Chinese and a foreign language, the Chinese version shall prevail, except that the foreign language shall prevail for qualification documents. The party which provide the translation version shall be held liable for any damages or loss due to error of translation.

3. 契約所稱申請、報告、同意、指示、核准、通知、解釋及其他類似行為所為之意思表示，除契約另有規定或當事人同意外，應以中文(正體字)書面為之。書面之遞交，得以面交簽收、郵寄、傳真或電子資料傳輸至雙方預為約定之人員或處所。

The application, report, consent, instruction, approval, notification, interpretation and other similar means of expression as mentioned in the contract, shall , in principle, be prepared in Chinese (Traditional Chinese) in writing, unless otherwise specified in the Contract or agreed by the contracting parties. Such written document may be delivered in person with receipt, mailed, faxed or e-transmitted to a specific person or premise designated by the other party.

(六)契約所使用之度量衡單位，除另有規定者外，以法定度量衡單位為之。

The measurement units used in the contract document shall be in legal units of measurement unless otherwise specified.

(七)契約所定事項如有違反法律強制或禁止規定或無法執行之部分，該部分無效。但除去該部分，契約亦可成立者，不影響其他部分之有效性。該無效之部分，本中心及廠商必要時得依契約原定目的變更之。

Where a matter prescribed in the contract is in violation of laws or regulations, or cannot be implemented, such matter shall be void. However, when the contract can still be valid after removing this part, the validity of the other parts will not be affected. TFAI and the Contractor may, when necessary, amend it in accordance

with the original purpose of the contract.

- (八)經雙方代表人或其代理人簽署契約正本 2 份，本中心及廠商各執 1 份，並由雙方各依印花稅法之規定繳納印花稅。副本 4 份(請載明)，由本中心、廠商及相關本中心、單位分別執用。副本如有誤繕，以正本為準。

The contract shall have two copies of originals, which are signed by the representatives of both parties or their authorized personnel and each one of them shall be kept by TFAI and the Contractor. Each party shall, in accordance with stamp tax, attach tax stamp on the original contract. 4 (to be specified by TFAI) copies of the duplicate copy of contract shall be kept by TFAI, the Contractor and related entities, departments. In the event of any error in the duplicate copy of contract, the original one shall govern.

第二條 履約標的

Article 2 The Subject of Contract

- (一) 廠商應給付之標的及工作事項(由本中心於招標時載明)：

The subject matter to be fulfilled by the Contractor (to be specified by TFAI in the tender documentation)

執行本中心指定之臺灣電影片數位修復，1960-1970 年代臺語片及國語片《母親三十歲》、《神龍飛俠》、《月光大俠》及《飛天怪俠》，共計 4 部，時間長度合計約 333 分鐘。工作項目包括影像修復、聲音修復、調光、及輸出，修復成果報告撰寫，視訊發表及意見交流 1 場次等(詳需求說明書)。雙方應依契約內容確實執行，相關附件視同契約之一部分。

Execute the film restoration of Taiwanese Classical Movies assigned by TFAI. Four Taiwanese and Chinese films, from the 1960s to the 1970s. The title of films are "Story of Mother", "Dragon Superman", "Moonlight Superman", "Skyfly Superman". The total length of films is about 333 minutes. The work items include image restoration, sound restoration, color grading, film output, the writing of work result report, the presentation and exchange of opinions of work result by video conferencing for 1 session, etc. (Detailed as Requirements Specification). Both parties shall implement the content of the contract, and relevant appendices shall be regarded as part of the contract.

- (二) 本中心辦理事項(由本中心於招標時載明，無者免填)：提供本案 4 部電影片數位修復掃描電子檔及其儲存硬碟。

Matters to be conducted by TFAI (to be specified by TFAI in the tender documentation, optional)

第三條 契約價金之給付

Article 3 The payment of the contract price

本案契約總價金為新臺幣〇〇〇萬〇〇〇〇元整(含稅)，契約價金結算方式(由本中心衡酌個案情形於招標時勾選)：

The total contract price of this procurement is NT\$ 〇,〇〇〇,〇〇〇 Dollars in all (tax included). The contract price may be paid by the following methods (to be specified by TFAI in the tender documentation)：

☒ 總包價法。

Total price method.

☐ 預計採核實支付之費用_____元(由本中心於決標後填寫)。

The expected price paid by verification NTD _____ (To be specified by TFAI after tender award).

☐ 單價計算法。

Unit price method.

☐ 服務成本加公費法。

Service cost plus official fee method

1. 服務成本加公費法之服務費用_____元(由本中心於決標後填寫)，包括直接費用(直接薪資、管理費用及其他直接費用，其項目由本中心於招標時載明)、公費及營業稅。

The service fee of the service cost NTD _____ (To be specified by TFAI after tender award), includes the direct fee(direct salary, management fee and other direct fee; fee items are to be specified by TFAI in the tender documentation), official fee and business tax.

2. 公費，為定額_____元(由本中心於決標後填寫)，不得按直接薪資及管理費之金額依一定比率增加，且全部公費不得超過直接薪資扣除非經常性給與之獎金後與管理費用合計金額之 25%。

The official fee is at a fixed amount of NT\$_____ (To be specified by TFAI after tender). It is prohibited to add a certain ratio to the direct salary and management fee amount directly, and total of the official fee shall not exceed 25% of the sum of the remaining of direct salary after deduction of non-recurring bonus plus the management fee.

3. 廠商應記錄各項費用並提出憑證，本中心並得至廠商處所辦理查核。

Contractor shall record all fees and submit certificates. TFAI may proceed to the

Contractor's site to perform audit.

4. 實際履約費用達_____元(上限，由本中心於決標後填寫)時，非經本中心同意，廠商不得繼續履約。

When the actual performance fee reaches NT\$ _____ (Maximum amount to be specified by TFAI after tender), unless the consent of TFAI is obtained, the Contractor shall not continue to perform the contract.

☐按月計酬法。每月薪資按契約所載工作人員月薪計算。實際履約費用達_____元(上限，由本中心於決標後填寫)時，非經本中心同意，廠商不得繼續履約。

Monthly remuneration method. The monthly remuneration is calculated based on the monthly salary of the workers indicated in the contract. When the actual performance fee reaches NT\$ _____ (Maximum amount to be specified by TFAI after tender), unless the consent of TFAI is obtained, the Contractor shall not continue to perform the contract.

☐按日計酬法。每日薪資按契約所載工作人員日薪計算。實際履約費用達_____元(上限，由本中心於決標後填寫)時，非經本中心同意，廠商不得繼續履約。

Daily remuneration method. The daily remuneration is calculated based on the daily salary of the workers indicated in the contract. When the actual performance fee reaches NT\$ _____ (Maximum amount to be specified by TFAI after tender), unless the consent of TFAI is obtained, the Contractor shall not continue to perform the contract.

☐按時計酬法。每時薪資按契約所載工作人員時薪計算。實際履約費用達_____元(上限，由本中心於決標後填寫)時，非經本中心同意，廠商不得繼續履約。

Hourly remuneration method. The hourly remuneration is calculated based on the hourly wage of the workers indicated in the contract. When the actual performance fee reaches NT\$ _____ (Maximum amount to be specified by TFAI after tender), unless the consent of TFAI is obtained, the Contractor shall not continue to perform the contract.

☐年終獎金。廠商應給付派駐勞工年終獎金及廠商應負擔之補充保費，該費用由本中心另支給廠商，但已明列年終獎金及補充保費項目且含於契約價金者，不在此限。年終獎金應如實核付予派駐勞工，年終獎金為__個月薪資（由本中心於招標時載明），未滿1年者依為本中心服務月份比例發給，且須於__年__月__日（由本中心於招標時載明；未載明者，為履約期限最後一

日) 仍為本中心服務者。(例：本中心契約載明年終獎金為1個月薪資，未滿1年者依為本中心服務月份比例發給，且須於107年12月15日仍為本中心服務者；有甲派駐勞工於107年6月15日離職，接續其工作之乙派駐勞工於107年6月20日為本中心服務並服務至107年12月31日履約期限期滿，甲派駐勞工於107年12月15日未為本中心服務，故不發給年終獎金，乙派駐勞工於107年6月20日起，至107年12月15日仍為本中心服務，按其為本中心服務月份比例發給1個月薪資乘以7/12之年終獎金。)

Year-end bonus. The Contractor shall pay year-end bonus to stationed workers and supplemental insurance fee required to be borne by the Contractor, and such fee is to be further paid by TFAI to the Contractor. However, in the event that the Contract has explicitly stated that the year-end bonus and supplemental insurance fee items have been included in the contract price, such requirement shall not be applied. The year-end bonus shall be paid to the stationed workers according to the actual condition of performance. The year-end bonus is equivalent to __ months of monthly salary (to be specified by TFAI in the tender documentation). For a service period less than one (1) year, it shall be paid proportionally according to the number of months of service to TFAI, and such worker shall still be providing service to TFAI on the date of __Month__Date,__Year (to be specified by the Entity in the tender documentation; if no day is not specified, it refers to the last day of the deadline for contract performance). (For example, TFAI specifies in the Contract that the year-end bonus is equivalent to one (1) month of monthly salary. For a service period less than one (1) year, it shall be paid proportionally according to the number of months of service to TFAI, and such worker shall still be providing service to TFAI on the date of December 15, 2018. Party A has a stationed worker resigns on June 15, 2018, and Party B's stationed worker taking over the job started to provide service to TFAI on June 20, 2018 and serviced to the deadline for contract performance on December 31, 2018. For this case, since Party A's stationed worker did not provide service to TFAI on December 15, 2018, no year-end bonus is issued. For Party B's stationed worker, such worker still provided service to TFAI on December 15, 2018 starting from June 20, 2018, the year-end bonus is paid proportionally based on the number of service months to TFAI as one (1) month of monthly salary multiplied by 7/12.)

第四條 契約價金之調整

Article 4 Adjustment of the contract price

- (一) 驗收結果與規定不符，而不妨礙安全及使用需求，亦無減少通常效用或契約預定效用，經本中心檢討不必拆換、更換或拆換、更換確有困難，或不必補交者，得於必要時減價收受。

Where the result of inspection indicates any non-conformity with the contractual requirements, but the non-conformity neither hinders the safety or requirements for use nor decreases the general function or the function specified designated by the contract, an acceptance with price-reduction may be conducted under conditions that TFAI has determined that it is unnecessary or difficult to make replacement, or unnecessary to deliver complement.

■採減價收受者，按不符項目標的之契約價金 20% (由本中心視需要於招標時載明)減價，並處以減價金額 100%(由本中心視需要於招標時載明)之違約金。減價及違約金之總額，以該項目之契約價金為限。

Where an acceptance with price-reduction is decided by TFAI, the contract price will be reduced by **20 %**(to be specified by TFAI in the tender documentation) of the price of the non-conformity item. Moreover, a penalty of **100 %**(to be specified by TFAI in the tender documentation) of the reduced amount shall be paid by the Contractor. The sum of the reduced amount and the penalty shall be limited to the contract price of such item.

- (二)契約價金採總價給付者，未列入標價清單之項目或數量，其已於契約載明應由廠商施作或供應或為廠商完成履約所必須者，仍應由廠商負責供應或施作，不得據以請求加價。

Where the payment is made by the total contract price, the item or quantity that is not included in the price list, shall still be supplied by the Contractor, so long as the item or quantity has been specified in the contract or is necessary for the completion of the contract. Any request for price increase is not allowed hereof.

- (三)契約價金，除另有規定外，含廠商及其人員依中華民國法令應繳納之稅捐、規費及強制性保險之保險費。

The contract price shall include taxes, regulatory fees and mandatory insurance premiums to be paid by the Contractor and its employees required by the related laws and regulations of the Republic of China, except otherwise specified.

- (四)中華民國以外其他國家或地區之稅捐、規費或關稅，由廠商負擔。

It is the responsibility of the Contractor to pay taxes, regulatory fees and tariffs of other countries or areas outside the Republic of China.

- (五)廠商履約遇有下列政府行為之一，致履約費用增加或減少者，契約價金得予調整：

Where the Contractor, when performing the contract, encounters any of the following government actions that result in increase or reduction in the expense of

contract performance, the contract price may be adjusted:

1. 政府法令之新增或變更。

Introduction of new law, or amendments to the existing law.

2. 稅捐或規費之新增或變更。

New taxes or regulatory fees or changes to existing ones.

3. 政府公告、公定或管制費率之變更。

Changes to the fees and expenses under government control.

- (六)前款情形，屬中華民國政府所為，致履約成本增加者，其所增加之必要費用，由本中心負擔；致履約成本減少者，其所減少之部分，得自契約價金中扣除。屬其他國家政府所為，致履約成本增加或減少者，契約價金不予調整。

For the aforementioned circumstances resulted from the government action of the Republic of China, an increase in cost of contract performance thereby will be borne by TFAI, while a reduction in cost of contract performance will be automatically deducted from the contract price. In the case of government action by other nations that results in increase or decrease in the cost of contract performance, the contract price will not be adjusted.

第五條 契約價金之給付條件

Article 5 Terms of Payment

- (一) 除契約另有約定外，依下列條件辦理付款：

Unless otherwise specified in the contract, payment of the contract price shall be made as follows :

1. 預付款(無者免填)：

Advance Payment (optional) :

- (1)契約預付款為契約價金總額_____%(由本中心於招標時載明；其額度以不低於契約價金總額百分之二十為原則)，付款條件如下：
(由本中心於招標時載明)。

Advance payment shall be_____ (%) of the total contract p 統一發票 rice (to

be specified by TFAI in the tender documentation, and shall not exceed 20% of the total contract price or the cap of the contract price). The terms of payment are as follows: _____ (to be specified by TFAI in the tender documentation).

☐提供預付款還款保證。

Shall provide release bond for an advance payment.

☐免提供預付款還款保證。

No release bond for an advance payment.

(2)預付款於雙方簽定契約，廠商辦妥履約各項保證，並提供預付款還款保證(無者免)，經本中心核可後在_____日(由本中心於招標時載明)內撥付。

The advance payment shall be made within ____ days (to be specified by TFAI in the tender documentation) after signing the contract by both parties, and TFAI's approval of performance bond(s) and refund bond for advance payment provided by the Contractor.

(3)預付款應於銀行開立專戶，專用於本採購，本中心得隨時查核其使用情形。

A designated account shall be opened at a bank for the advance payment and shall be used only for the procurement. TFAI is entitled to check the usage of the advance payment at any time.

(4)預付款之扣回方式如下(由本中心於招標時載明；無者免填)：

The method of deducting the advance payment from other payments is as follows: _____ (to be specified by TFAI in the tender documentation, optional)

2. 分期付款(無者免填)：

Installments (optional):

(1)契約分期付款為契約價金總額 **100%** (由本中心於招標時載明)，其各期之付款條件：

The payment by installments is **100 %** of the total contract price (to be specified by TFAI in the tender documentation), and the payment terms for

each installment is as follows: (to be specified by TFAI in the tender documentation)

A. 第 1 期款

The First Installment

於決標日起 40 個日曆天內完成並提送第 1 期工作成果，並經本中心審查通過；並於 112 年 9 月 11 日前完成並提送第 2 期工作成果，並經本中心審查通過後，支付總契約金額 50%，新臺幣○○○萬○○○元整(含稅)。

TFAI will pay 50% of the total contract amount, NT\$ 0,000,000 (tax included) after the Contractor

1.completing and delivering the First Delivery of Work Result within 40 days from the day of tender award, and getting approval for reviewed by TFAI.

2.And completing and delivering the Second Delivery of Work Result Complete and delivery the followings before September 11th, 2023, and getting consent for reviewed from TFAI.

B. 第 2 期款

The Second Installment

於 112 年 11 月 10 日前完成並提送第 3 期工作成果，並經本中心驗收通過，並歸還本中心提供之本案 4 部電影片數位修復掃描電子檔及其儲存硬碟後，支付總契約金額 50%，新臺幣○○○萬○○○○元整(含稅)。

TFAI will pay 50% of the total contract amount, NT\$ 0,000,000 (tax included) after the Contractor

1.completing and delivering the Third Delivery of Work Result, and getting consent for inspection and acceptance from TFAI.

2.And returning the electronic files and the relevant stroage hard drive of 4 films provided by TFAI.

**(各期應完成並提送工作成果請參見本案需求說明書第四條工作期程。)
(Please refer to Article III Work Schedule of Requirements Specification for Each Delivery of Work Result.)**

(2)廠商於符合前述各期付款條件後提出證明文件。本中心於 15 工作天內完成審核程序後，通知廠商提出請款單據，並於接到廠商請款單據後 15

工作天內付款。但涉及向補助本中心申請核撥補助款者，付款期限為 30 工作天。

The Contractor shall present certifying documents and a refund bond for advance payment (not required if the refund bond for advance payment is not specified in the contract) after meeting the requirements specified in the aforementioned terms of payment. TFAI shall complete the review process within fifteen working days, and notify the Contractor to present the application document for payment. TFAI shall make the payment within fifteen working days after receiving the Contractor's application document for payment. However, where an application by TFAI to a granting entity for appropriation is required, the time-limit for making the payment shall be thirty working days.

- (3) 以上各分期款，由我國廠商開立「國家電影及視聽文化中心」為抬頭之中華民國統一發票統編 00973691) 或外國廠商之商業發票具領。

The above installments shall be issued by the Contractor of R.O.C. (Taiwan) the unified invoice, R.O.C.(Taiwan) (BAN (business administration number): 00973691; Title: Taiwan Film & Audiovisual Institute) , or Commercial Invoice issued by a foreign contractor.

- (4) 各分期付款之電匯費用

The telegraphic transfer fee for each installment payment

- A. 國內匯款跨行匯費：由受款人(廠商)負擔。

The inter-bank fee for domestic remittance: shall be borne by the beneficiary (The Contractor).

- B. 國際匯款採用 SHA (Charges are shared)：由匯款人(TFAI)負擔匯款行費用，受款人(廠商)負擔中間行及收款行之費用。

International Remittance shall be SHA (Charges are shared): Originator's bank charges is borne by remitter (TFAI), and paying bank and intermediary bank charges is borne by beneficiary (The Contractor).

3. 驗收後付款：於驗收合格後，本中心於接到廠商提出請款單據後 15 工作天內，一次無息結付尾款。但涉及向補助本中心申請核撥補助款者，付款期限為 30 工作天。

Payment shall be made after inspection and acceptance are finished without unqualified matters : After the Contractor depositing a warranty bond, TFAI shall pay the remaining amount without interest in whole within 15 working days after the receipt of the Contractor's application document for payment.

However, where an application by TFAI to a granting entity for appropriation is required, the time-limit for making the payment shall be 30 working days.

4. 本中心辦理付款及審核程序，如發現廠商有文件不符、不足或有疑義而需補正或澄清者，本中心應一次通知澄清或補正，不得分次辦理。其審核及付款期限，自澄清或補正資料送達本中心之次日重新起算；本中心並應先就無爭議且可單獨計價之部分辦理付款。

Where TFAI finds any errors, insufficiency or ambiguity in the documents provided by the Contractor during the process of review and payment, and demands modification, supplement or clarification thereto, TFAI shall notify the Contractor in one notice, instead of two or more notices. The time-limit for review and making payment shall be re-counted from the next day of completion of modification, supplement or clarification thereto; and TFAI shall make the payment of any part of the contract that involves no dispute and could be priced independently.

5. 廠商履約有下列情形之一者，本中心得暫停給付契約價金至情形消滅為止：

In the event of any of the following circumstances exists, TFAI may suspend payment of the contract price until such circumstances disappear:

- (1) 履約實際進度因可歸責於廠商之事由，落後預定進度達 20%（由本中心於招標時載明）以上者。

Where the actual progress of contract performance has been delayed by 20 % or more.

- (2) 履約有瑕疵經書面通知期限改善而逾期未改善者。

Where a defect of the contract performance has not been improved within a time-limit notifying by TFAI in writing.

- (3) 未履行契約應辦事項，經通知限期履行，屆期仍不履行者。

Where a contract matter has not been fulfilled after notifying by TFAI.

- ~~(4) 廠商對其派至本中心提供勞務之派駐勞工，未依法給付工資，未依規定繳納勞工保險費、就業保險費、勞工職業災害保險費、全民健康保險費或未提繳勞工退休金，且可歸責於廠商，經通知改正而逾期未改正者。~~

- (5) 其他違反法令或契約情形。

Other matters which are in breach of laws and regulations or contract.

6. 物價指數調整(無者免填)：

Adjustment by price index (optional):

- (1) 履約進行期間，如遇物價波動時，得依行政院主計總處公布之物價指數(由本中心載明指數名稱)，就漲跌幅超過 5%之部分，調整契約價金(由本中心於招標時載明得調整之標的項目)。

In the event of fluctuation of price during the period of contract performance, the contract price may be adjusted basing on the increase or decrease of over than 5% of the price index of _____, which is published by the Directorate-General of Budget, Accounting and Statistics of the Executive Yuan. (The subject item which may be adjusted is to be specified by TFAI in the tender documentation.)

- (2) 適用物價指數基期更換者，其換基當月起完成之履約標的，自動適用新基期指數核算履約標的調整款，原依舊基期指數結清之履約標的款不予追溯核算。每月公布之物價指數修正時，處理原則亦同。

In the event that the base period of applicable price index changes, the subject of contract completed from the month that a new base period starts will be subject to the price index of the new base period in calculating the amount of price adjustment; whereas the payment amount that has been cleared off based on the index of previous base period shall not be subject to recalculation. The same method shall apply to the monthly amendment of price index.

- (3) 逾 1 年期之長期服務契約，廠商每年提供服務之費用，其調整上限為 _____(由本中心於招標時載明，無者免填)。

For a long-term service contract exceeds a period of 1 year, the maximum adjustment rate for the Contractor's fees for providing service annually is _____ (to be specified by TFAI in the tender documentation, or exempted if none).

7. 因非可歸責於廠商之事由，本中心有延遲付款之情形，廠商投訴對象：

In the event of late payment not attributable to the Contractor, the Contractor may file complaints with:

- (1) 採購本中心之稽核單位；

The audit department of TFAI;

(2)採購本中心之上級(補助)機關；

The superior (subsidy) Entity of TFAI;

(二)契約價金得依物價指數(如指定指數，由本中心於招標時載明，無者免填)調整者，應註明下列事項：

Where the contract price is adjustable in accordance with _____(a price index to be specified by TFAI in the tender documentation, optional), the following matters shall be specified:

1. 得調整之成本項目及金額。

The subject item and amount that may be adjusted.

2. 調整所依據之一定物價指數及基期。

The specific price index and base period for adjustment.

3. 得調整及不予調整之情形。

Circumstances where adjustments may or may not be made.

4. 調整公式。

Formula of adjustment.

5. 廠商應提出之調整數據及佐證資料。

Numerical data and supporting material for adjustment the Contractor shall provide.

6. 管理費及利潤不予調整。

Administration fees and profit shall not be adjusted.

7. 逾履約期限之部分，以契約規定之履約期限當時之物價指數(如指定指數，由本中心於招標時載明，無者免填)為當期資料。但逾期履約係可歸責於本中心者，不在此限。

For the segment that exceeds the time-limit of contract performance, the price index (a price index to be specified by TFAI in the tender documentation, optional) applicable thereto shall be the index of the original time-limit of contract performance. The above shall not apply where the delay in contract performance

is attributable to TFAI.

- (三)契約價金總額曾經減價而確定，其所組成之各單項價格得依約定或合意方式調整(例如減價之金額僅自部分項目扣減);未約定或未能合意調整方式者，如廠商所報各單項價格未有不合理之處，視同就廠商所報各單項價格依同一減價比率(決標金額/投標金額)調整。投標文件中報價之分項價格合計數額與決標金額不同者，依決標金額與該合計數額之比率調整之。但人力項目之報價不隨之調低。

Where the total contract price was set after price reduction, all of the itemized prices may be adjusted by the method indicated in the contract or agreed by both parties (e.g. the deducted amount is deducted from a part of the items); where the method is not indicated in the contract or agreed by both parties, and such itemized prices quoted by the Contractor are reasonable, the itemized prices shall be adjusted by the same rate of price reduction (awarded contract value/original price of tender). Where the summation of the itemized prices indicated in the tender is different from the awarded contract value, the price shall be adjusted by the ratio of the awarded contract value to the summation of the itemized prices. However, the price for the manpower item shall not be deducted after price reduction.

- (四)廠商計價領款之印章，除另有約定外，以廠商於投標文件所蓋之章為之。

The seal using by the Contractor for payment shall be the seal used in the tender, except otherwise indicated.

- (五)廠商應依身心障礙者權益保障法、原住民族工作權保障法及採購法規定僱用身心障礙者及原住民。僱用不足者，應依規定分別向所在地之直轄市或縣(市)勞工主管機關設立之身心障礙者就業基金及原住民族中央主管機關設立之原住民族綜合發展基金之就業基金，定期繳納差額補助費及代金；並不得僱用外籍勞工取代僱用不足額部分。本中心應將國內員工總人數逾 100 人之廠商資料公開於政府電子採購網，以供勞工及原住民族主管機關查核差額補助費及代金繳納情形，本中心不另辦理查核。

The Contractor shall employ the physically or mentally disabled or the indigenous people in accordance with the provisions of People with Disabilities Rights Protection Act, Indigenous Peoples Employment Rights Protection Act, and Government Procurement Act. Where insufficient hiring of such persons, the payment of compensation for such insufficiencies and substitute fee shall be periodically and respectively made to the Disabled Employment Funds established by the responsible authority of labor affairs in the municipality, county or city where the Contractor is located, and to the employment fund of the Aboriginal

Comprehensive Development Fund established by Council of Indigenous Peoples. Foreign workers shall not be hired to make up the shortage in question. The data of the Contractors who hire more than 100 employees locally mentioned above shall be provided by TFAI to the Government e-Procurement System for the responsible entities of labor affairs and indigenous peoples affairs to check and verify the payment of compensation for such insufficiencies and substitute fee. Double check by TFAI is not needed.

- (六) 契約價金總額，除另有規定外，為完成契約所需全部材料、人工、機具、設備及履約所必須之費用。

Expect otherwise specified, the total contract price shall cover the expenses of all materials, labor, machinery, equipment needed for contract performance.

- (七) 廠商請領契約價金時應提出電子或紙本之中華民國統一發票或外國廠商之商業發票，依法免用統一發票或外國廠商之商業發票者應提出收據。

The payment for the contract price shall be made against the Uniform Invoice of R.O.C. (Taiwan) issued by the Contractor, or Commercial Invoice issued by a foreign contractor, presented in written or digital form. Where the contractor is exempted from issuing the the Uniform Invoice of R.O.C. (Taiwan) issued by the Contractor, or Commercial Invoice issued by a foreign contractor, a receipt shall be presented instead.

- (八) 廠商請領契約價金時應提出之其他文件為(由本中心於招標時載明)：

Other documents to be presented by the Contractor for payment (to be specified by TFAI in the tender documentation, optional)：

- ☐ 成本或費用證明。

Certificate of cost or expense.

- ☐ 保險單或保險證明。

Insurance policy or insurance certificate.

- ☒ 外國廠商之商業發票(我國廠商不適用)。

Commercial Invoice issued by a foreign contractor (The Contractor from R.O.C. (Taiwan) is not applicable.)

- ☐ 履約勞工薪資支付證明(僅適用於契約價金結算方式採服務成本加公費法或招標文件已載明廠商應給付履約勞工薪資基準者)。

Labor salary payment performance certificate (only applicable to situation where the contract price settlement method adopts the service cost plus official fee method or where the tender documentation has specified the performance labor salary standard required to be paid by the Contractor).

☐ 依第 14 條約定應提出之著作權證明文件。

Copyright certification documents required under Article 14 of this contract.

☐ 分包廠商之單據(僅適用於分包廠商價金採核實支付者，本中心得於決標後載明)。

Receipts of subcontracts (only applicable to subcontractors whose price paid by verification,

To be specified by TFAI after tender award)

☒ 契約約定之其他給付憑證文件。

Other documents for payment specified by the contract.

☐ 其他：_____。

Others: _____

(九)前款文件，應有出具人之簽名或蓋章。但慣例無需簽名或蓋章者，不在此限。

The documents mentioned in the preceding subparagraph shall be signed or affixed with the seal of the person who issued such documents, with the exception of the document not requiring signature or seal in accordance with the accepted practices.

(十)廠商履約有逾期違約金、損害賠償、採購標的損壞或短缺、不實行為、未完全履約、不符契約規定、溢領價金或減少履約事項等情形時，本中心得自應付價金中扣抵；其有不足者，得通知廠商給付或自保證金扣抵。

Where there is any amount of liquidated damages for delay, damage compensation, damage or shortage of the subject of contract, dishonest behavior, non-fulfillment of contract, breach of contract provisions, excessive payment of contract price, or decrease insufficient fulfillment of contract, etc., TFAI may deduct contract price from the amount payable. However, where there is an insufficient amount for deduction, TFAI may notify the Contractor to pay for it or deducted it from the guarantee bond.

(十一)服務範圍包括代辦訓練操作或維護人員者，其服務費用除廠商本身所需者外，有關受訓人員之旅費及生活費用，由本中心自訂標準支給，不包括在服

務費用項目之內。

Where the scope of contract performance includes the training of operation or maintenance personnel, except for the necessary expenses generated by the Contractor, the traveling fees and living expenses of the trainees of TFAI shall be borne by TFAI, and the amount of such fees and expenses shall not be included in the contract price.

- (十二) 廠商如有將所承攬事項之一部分包予第三人承作，應依本契約第八條第(七)款規定，以書面向本中心報備。本中心並得隨時檢查廠商所屬分包廠商之履約情形，如有不當而有替換之必要者，廠商應依本中心要求辦理。

Where the Contractor arranges the third suppliers to perform a part of the contract for itself. The Contractor should report to TFAI in written form pursuant to paragraph 7 of Article 8 of the contract. TFAI can check the performance of the subcontractors of the Contractor at any time. If the performance is improper and needs to be replaced, the Contractor should follow the requirements of TFAI.

- (十三) 廠商於履約期間給與全職從事本採購案之員工薪資，如採按月計酬者，不得低於勞動基準法規定之最低基本工資（由本中心於招標時載明，不得低於勞動基準法規定之最低基本工資；未載明者，為新臺幣3萬元）。

The Contractor shall pay the employees performing the procurement project on a full-time basis during the performance period, if the monthly salary method is adopted, the employee salary shall be no less than the minimum basic wage prescribed by the Labor Standards Act. (to be specified by TFAI in the tender documentation, which shall be no less than the minimum basic wage prescribed by the Labor Standards Act; if not specified, it is NT\$30,000).

- ~~(十四) 廠商如未於契約第 8 條第 16 款第 2 目第 1 子目約定期限給付派駐勞工薪資，且可歸責於廠商者，經本中心書面催告 10 日曆天(由本中心於招標時載明；未載明者，為 10 日曆天)仍未改正，廠商無條件同意本中心得將應給付廠商價金之一部分，給付派駐勞工(即採購契約所載該派駐勞工薪資，包含加班費、差旅費，但不包含廠商及派駐勞工負擔之勞工保險費、就業保險費、勞工職業災害保險費、積欠工資墊償基金、勞工退休金、健保費及稅捐等費用)，且後續不得以任何理由，再就該部分向本中心請求契約價金給付。~~

- ~~(十五) 本中心發現廠商未依契約約定給付派駐勞工薪資時，得依附錄「本中心處置廠商積欠派駐勞工薪資作業程序」辦理。~~

第六條 稅捐

Article 6 Tax

- (一)以新臺幣報價之項目，除招標文件另有規定外，應含稅，包括營業稅。由自然人投標者，不含營業稅，但仍包括其必要之稅捐。

The items quoted in NT Dollar shall, unless otherwise specified in the tender documentation, include taxes, including business tax. However, where the bid tendered by a natural person, business tax is not included, but necessary taxes shall still be included.

- ~~(二)以外幣報價之勞務費用或權利金，加計營業稅後與其他廠商之標價比較。但決標時將營業稅扣除。由本中心代為扣繳。~~

~~The service price or loyalty quoted in foreign currencies, the tender price shall compare with other tenderer after adding business tax. However, business tax shall be deducted when the the tender is awarded.~~

- (三)外國廠商在中華民國境內發生之勞務費或權利金收入，於領取價款時按當時之稅率繳納營利事業所得稅。上述稅款在付款時由本中心代為扣繳。但外國廠商在中華民國境內有分支機構、營業代理人或由國內廠商開立統一發票代領者，上述稅款在付款時不代為扣繳，而由該等機構、代理人或廠商繳納。

For the service fee or royalty income of a foreign Contractor generated within the jurisdiction of R.O.C., the profit-seeking enterprise income tax shall be paid based on the tax rate at the time of payment collection. The aforementioned tax amount is to be withheld by the Entity during the making of payment. However, when a foreign Contractor has a branch institution, a business agent in the jurisdiction of R.O.C. or its domestic company issues a uniform invoice for the collection of payment on behalf of the foreign Contractor, the aforementioned tax amount is not withheld by the Entity during the making of payment but shall be paid by the institution, agent or domestic company.

第七條 履約期限

Article 7 Time-limit for contract performance

- (一)履約期限(由本中心擇需要者於招標時載明)：

The time-limit for contract performance (to be specified by TFAI in the tender documentation)：

■廠商應於■決標日□本中心通知日□收到信用狀日起_____天/月內起

至 112 年 11 月 10 日 以前完成履行採購標的之供應。

The subject of contract shall be delivered by the Contractor from ☒ the date of award/~~☐ the date of the contract signing by TFAI/☐ the notifying date of TFAI/☐ within _____ days/months after the receipt of Letter of Credit~~, and finished before **10th, November, 2013**(day/month/year)

☐ 廠商應於 ____ 年 ____ 月 ____ 日至 ____ 年 ____ 月 ____ 日之期間內履行採購標的之供應。

The subject of contract shall be delivered by the Contractor during a period from _____ (day/month/year) to _____ (day/month/year).

☐ 其他：_____。

Others:_____.

(二) 本契約所稱日(天)數，除已明定為日曆天或工作天者外，係以 ☒ 日曆天 ☐ 工作天計算(由本中心於招標時勾選；未勾選者，為日曆天)：

The number of days as mentioned in the Contract, except otherwise specified as calendar days or working days, shall be in terms of ☒ calendar day ☐ working day (to be specified by TFAI in the tender documentation; “calendar day” will apply, if not specified):

1. 以日曆天計算者，所有日數，包括第 2 目所載之放假日，均應計入。但投標文件截止收件日前未可得知之放假日，不予計入。

Where calendar days are used for calculation, all of the number of days, including the holidays described in Item 2, shall be counted. However, the holidays not known before the tender submission document submission deadline shall not be counted.

2. 以工作天計算者，下列放假日，均應不計入：

Where “working day” is applied, the following holidays shall not be included in the time-limit for contract performance:

(1) 星期六(補行上班日除外)及星期日。但與(2)至(5)放假日相互重疊者，不得重複計算。

Saturdays (except for days adjusted as working days) and Sundays. However, Saturdays and Sundays overlapping with the holidays referred to in (2) through (5) of this subparagraph shall not be counted separately as extra holidays in the time limit for contract performance.

(2)依「紀念日及節日實施辦法」規定放假之紀念日、節日及其補假。

The memorial days, national holidays and deferred day-off thereof specified in the “Regulations Governing Memorial Days and Holidays”.

(3)軍人節（9月3日）之放假及補假（依國防部規定，但以國防部及其所屬之採購為限）。

Armed Forces Day (September 3) and its deferred holiday (subject to the regulations prescribed by the Ministry of Defense, and is applicable to military procurement only.)

(4)行政院人事行政總處公布之調整放假日。

Adjusted and deferred holidays announced by the Directorate-General of Personnel Administration.

(5)全國性選舉投票日及行政院所屬中央各業務主管機關公告放假者。

National election days and other holidays announced by each central competent authorities subordinate to the Executive Yuan.

3. 免計工作天之日，以不得施作或供應為原則。廠商如欲施作或供應，應先徵得本中心書面同意，該日數☐應；☐免計入履約期間（由本中心於招標時勾選，未勾選者，免計入履約期間）。

In the event of construction works included in the contract, no works shall, in principle, be carried out or supply during the days not to be calculated in the time-limit for contract performance. The Contractor shall obtain TFAI's written approval in advance in case of intention to work in these days, and such days ☐shall/☐shall not be calculated in the time-limit for contract performance. (to be specified in the tender documentation by TFAI; shall not be calculated in the time-limit for contract performance if not specified)

2. 其他：_____（由本中心於招標時載明）。

Others : _____(To be specified in the tender documentation by TFAI)

- ☐前述期間全天之工作時間為上午____時____分至下午____時____分，中午休息時間為中午____時____分至下午____時____分；半天之工作時間為上午____時____分至下午____時____分。

The working hours of a day for the above-mentioned period are from _____ a.m. to _____ p.m. Lunch break is from _____ p.m. to _____ p.m. The

working hours of half a day are from _____ a.m. to _____ p.m.

- (三) 契約如需辦理變更，其履約標的項目或數量有增減時，履約期限得由雙方視實際需要議定增減之。

In the event of any contract amendment resulting in increase or decrease of the items or quantities of the subject of contract, the time-limit for contract performance may be extended or shortened according to the actual requirements and subject to agreement by both parties.

- (四) 履約期限延期：

The extension of the time-limit for contract performance:

1. 契約履約期間，有下列情形之一，且確非可歸責於廠商，而需展延履約期限者，廠商應於事故發生或消失後，檢具事證，儘速以書面向本中心申請展延履約期限。本中心得審酌其情形後，以書面同意延長履約期限，不計算逾期違約金。其事由未達半日者，以半日計；逾半日未達1日者，以1日計。

Where there is any of the following circumstances that is not attributable to the Contractor within the time-limit for contract performance, and the extension of the time-limit for contract performance is needed, the Contractor shall inform TFAI in writing with evidence and apply for an extension to TFAI in writing, after such circumstance occurs or disappears. After assessing the circumstance, TFAI may agree in writing to extend the period of contract performance and not to calculate liquidated damages for the extension period. If the delay is less than or equal to half a day, it will be counted as half a day; if the delay lasts over half a day but less than a day, it will be counted as a day.

- (1) 發生契約規定不可抗力之事故。

A force majeure as specified in the contract.

- (2) 因天候影響無法施工。

Unable to work because of weather.

- (3) 本中心要求全部或部分暫停履約。

Request of suspension of work in whole or in part by TFAI.

- (4) 因辦理契約變更或增加履約標的數量或項目。

Contract amendment or increase of the quantities or items of the subject of contract.

- (5) 本中心應辦事項未及時辦妥。

Failure of TFAI to fulfill its contractual obligations in time.

- (6) 由本中心自辦或本中心之其他廠商因承包契約相關履約標的之延誤而影響契約進度者。

Where the performance is influenced by the delay of work undertaken by TFAI or Entity's other Contractor in fulfill the contract or its related ones.

- (7) 其他非可歸責於廠商之情形，經本中心認定者。

Other circumstances approved by TFAI that are not attributable to the Contractor.

2. 前目事故之發生，致契約全部或部分必須停止履約時，廠商應於停止履約原因消滅後立即恢復履約。其停止履約及恢復履約，廠商應儘速向本中心提出書面報告。

In the event of suspension of contract in whole or in part due to the circumstances stated in the preceding subparagraph, the Contractor shall resume the contract work immediately after the end of such circumstances. The suspension and resumption of the contract work shall be reported to TFAI in writing by the Contractor as soon as possible.

(五) 期日

The starting and ending dates of the period of contract performance :

1. 履約期間自指定之日起算者，應將當日算入。履約期間自指定之日後起算者，當日不計入。

Where the period of contract performance commence from a designated date, the date shall be included. Where the period of contract performance commence after a designated date, the date shall be excluded.

2. 履約標的須於一定期間內送達本中心之場所者，履約期間之末日，以本中心當日下午下班時間為期間末日之終止。當日為本中心之辦公日，但本中心因故停止辦公致未達原定截止時間者，以次一辦公日之同一截止時間代之。

Where the subject of contract shall be delivered at a premise designated by TFAI in a certain period, the last date of the period ends when TFAI's office hour ends. In case such date is a working day, but TFAI's office is closed before the usual closing time owing to the occurrence of any incident, the period of contract performance shall expire at the same usual closing time on the next working day.

第八條 履約管理

Article 8 Management of Contract Performance

- (一)與契約履約標的有關之其他標的，經本中心交由其他廠商承包時，廠商有與其他廠商互相協調配合之義務，以使該等工作得以順利進行。因工作不能協調配合，致生錯誤、延誤履約期限或意外事故，其可歸責於廠商者，由廠商負責並賠償。如有任一廠商因此受損者，應於事故發生後儘速書面通知本中心，由本中心邀集雙方協調解決。

Where the other contracts related to the subject of contract are contracted to the other contractors by TFAI, the Contractor has the responsibility to co-ordinate and co-operate with the other contractors in order to facilitate the fulfillment of contract performance. Where the Contractor fails to co-ordinate and co-operate with other contractors, thus resulting in error, delay of contract performance, or accident which is attributable to the fault or action of the Contractor, the Contractor shall be responsible for the damages and compensation related thereto. Any contractor suffering damages shall notify TFAI in writing as soon as possible after the occurrence of the above, and TFAI shall invite the parties concerned for negotiating the means of resolution.

- (二)契約所需履約標的材料、機具、設備、工作場地設備等，除契約另有規定外，概由廠商自備。

The materials, machines, equipment, work site facilities required for contract performance shall be supplied by the Contractor, except otherwise specified.

- (三)廠商接受本中心或本中心委託之機構之人員指示辦理與履約有關之事項前，應先確認該人員係有權代表人，且所指示辦理之事項未逾越或未違反契約規定。廠商接受無權代表人之指示或逾越或違反契約規定之指示，不得用以拘束本中心或減少、變更廠商應負之契約責任，本中心亦不對此等指示之後果負任何責任。

The Contractor shall confirm the identity of the authorized representative of TFAI or the institution of which TFAI entrusts the service before accepting the instruction from the said representative for contract performance. Moreover, the

Contractor shall make sure that the instructions given by the said representative do not violate the provisions of the contract. The instructions given by an unauthorized representative, or the instructions violating the contract shall entitle the Contractor neither to the binding effect on TFAI nor to the right to decrease or alter the Contractor's contractual responsibility. TFAI accepts no responsibility for any consequence of the aforementioned unauthorized instructions.

- (四) 本中心及廠商之一方未請求他方依契約履約者，不得視為或構成一方放棄請求他方依契約履約之權利。

In the event that either party of the Contract does not request the counter party to fulfill its contractual obligations, it shall not be deemed as an abandonment of the right to request the counter party to fulfill its contractual obligation.

- (五) 契約內容有須保密者，廠商未經本中心書面同意，不得將契約內容洩漏予與履約無關之第三人。

Where the content of the contract involves any confidential matters, the Contractor shall not disclose them to a third party which is unrelated to contract performance without TFAI's prior written consent.

- (六) 廠商履約期間所知悉之本中心機密或任何不公開之文書、圖畫、消息、物品或其他資訊，均應保密，不得洩漏。

The Contractor is required to keep confidential any secret related to TFAI and undisclosed documents, graphics, news, objects, or other information acquired during contract performance.

- (七) 轉包及分包：

Contract assignment and subcontract:

1. 廠商不得將契約轉包。廠商亦不得以不具備履行契約分包事項能力、未依法登記或設立，或依採購法第 103 條規定不得參加投標或作為決標對象或作為分包廠商之廠商為分包廠商。

The Contractor shall not assign the contract to others nor subcontract the contract to any subcontractors that do not have the capability to complete sub-contracting work, are not legally registered or established, or are prohibited from participating in tendering, or being awarded or sub-contracted pursuant to Article 103 of Government Procurement Act.

2. 廠商擬分包之項目及分包廠商，本中心得予審查；其分包契約得向本中心

報備。

TFAI may review the items and subcontractors that the Contractor intends to sub-contract.

3. 廠商對於分包廠商履約之部分，仍應負完全責任。分包契約報備於本中心者，亦同。

The Contractor shall be fully responsible for the part of contract performed by sub-contractors. The same shall apply even though the sub-contract has been reported to TFAI.

4. 分包廠商不得將分包契約轉包。其有違反者，廠商應更換分包廠商。

The subcontractor shall not assign the subcontract to others. In the event of violation, the Contractor shall change such subcontractor.

5. 廠商違反不得轉包之規定時，本中心得解除契約、終止契約或沒收保證金，並得要求損害賠償。

In the event that the Contractor is in breach of the stipulation of non-assignment, TFAI may terminate the contract, rescind the contract, or forfeit the Contractor's guarantee bond, and in addition claim for damages.

6. 前目轉包廠商與廠商對本中心負連帶履行及賠償責任。再轉包者，亦同。

The assignee referred to in the preceding subparagraph and the Contractor shall bear the liabilities for performance and damages jointly and severally. The foregoing shall also apply to the cases of re-assignments.

7. 履約內容分包予分包廠商之項目，依分包項目之性質與規模，其分包價金（由本中心擇一於決標後載明）：

According to the characteristic and scale of contract performance, the sub-contract price of the items that the contractor intends to sub-contract is (one of the two options is to be specified by TFAI after tender award):

☐ 契約價金總額之一定比率：_____ %。

At a certain ratio of the total contract NT\$_____.

☐ 一定金額：新臺幣_____元。

At a certain amount NT\$_____.

8. 契約價金結算方式採總包價法者，分包予分包廠商之項目，得核實支付費用。

Where The contract price settled by total price method, the sub-contract price of the items the items that the contractor intends to sub-contract may paid by verification.

9. 本中心與廠商召開工作小組會議時，得於必要時邀請分包廠商列席。

When TFAI holds a working meeting with the contractor, sub-contractors may be invited to attend when necessary.

10. 廠商應於下列分包部分開始作業前，將分包廠商名單送本中心備查（由本中心視個案情形於招標時載明；未載明者無）：

The contractor shall submit the list of subcontractors to TFAI for for review (to be specified by TFAI in the tender documentation, according to the circumstances of this procurement, optional):

- (1) 專業部分：_____。

Professional part:

- (2) 達一定數量或金額之部分：影像修復、聲音修復、調光或輸出之工作時數或金額 25%以上(含)者。

The part of up to a certain quantity or price amount:

25%(inclusive) or more of the working hours or amount of image restoration, sound restoration, color grading, or film output.

- (3) 進度落後達__%之部分：_____。（未載明落後百分比者不適用）

The part of up to __% behind schedule: (It will not apply to those who do not specify the behide percentage.)

- (八) 廠商及分包廠商履約，不得有下列情形：僱用依法不得從事其工作之人員（含非法外勞）、供應不法來源之履約標的、使用非法車輛或工具、提供不實證明、違反人口販運防制法、非法棄置廢棄物或其他不法或不當行為。

The Contractor and its subcontractor shall not have the following circumstances in performing the contract: employing persons who are prohibited by law from performing duties (including illegal alien workers), supplying the subject of contract from illegal sources, using illegal vehicles or facilities, providing untruthful certificates, violating Human Trafficking Prevention Act, disposing wastes illegally, or any other illegal or inappropriate behaviors.

- (九) 廠商應對其履約場所作業及履約方法之適當性、可靠性及安全性負完全責任。

The Contractor shall be fully responsible for the suitability, reliability and safety of its performance site operations and performance methods.

- (十)廠商之履約場所作業有發生意外事件之虞時，廠商應立即採取防範措施。發生意外時，應立即採取搶救、復原、重建及對本中心與第三人之賠償等措施。

Where there is a danger that the Contractor's performance site operations may lead to accidents, the Contractor shall take immediate preventive measures. If an accident occurs, the Contractor shall immediately take actions on rescue, recovery, reconstruction, and pay compensation to TFAI and the third parties where necessary.

- (十一)本中心於廠商履約中，若可預見其履約瑕疵，或其有其他違反契約之情事者，得通知廠商限期改善。

If TFAI anticipates defects in the Contractor's performance of the contract or in the event of other breaches of contract, TFAI may notify the Contractor to carry out improvements within a time-limit.

- (十二)廠商不於前款期限內，依照改善或履行者，本中心得採行下列措施：

If the Contractor does not carry out improvements or actions as notified within the aforementioned time-limit, TFAI may take the following measures:

1. 自行或使第三人改善或繼續其工作，其危險及費用，均由廠商負擔。

To perform by itself or ask a third party to carry out improvements or the pending work, with the risks and costs to be borne by the Contractor.

2. 終止或解除契約，並得請求損害賠償。

Terminate or rescind the contract and request compensation for damages.

3. 通知廠商暫停履約。

Notify the Contractor to temporarily suspend the performance of the contract.

- (十三)本中心提供之履約場所，各得標廠商有共同使用之需要者，廠商應與其他廠商協議或依本中心協調之結果共用場所。

Where it is necessary for various contractors to use the same site provided by TFAI for contract performance, the Contractor shall use the site jointly with other contractors through negotiation with other contractors or based on the results arranged by TFAI.

- (十四)本中心提供或將其所有之財物供廠商加工、改善或維修，其須將標的運出本中心場所者，該財物之滅失、減損或遭侵占時，廠商應負賠償責任。本中心並得視實際需要規定廠商繳納與標的等值或一定金額之保證金_____（由本中心視需要於招標時載明）。

Where the property provided or owned by TFAI has to be transported out of

Entity's premises for processing, improvement or maintenance, the Contractor shall be liable to pay compensation in the event of loss, damage, or occupation. TFAI may, upon considering the actual needs, prescribe that the Contractor shall provide a guarantee bond for the same value of the subject or a fixed sum _____ (to be specified by TFAI in the tender documentation).

(十五)履約所需臨時場所，除另有規定外，由廠商自理。

Except otherwise specified, the temporary work sites for contract performance shall be furnished by the Contractor.

(十六)勞工權益保障：

Protection of rights and interests of workers

1. 廠商為自然人時，應提出勞工保險、勞工職業災害保險及全民健康保險投保證明文件，如屬依法不得參加勞工職業災害保險者，應提出履約期間參加含有傷害、失能及死亡保障之商業保險相關證明文件，其保險保障應不低於以相同薪資參加勞工職業災害保險，本中心依商業保險費支付，並以相同薪資條件參加勞工職業災害保險之費用為上限。

When the Contractor is a natural person, it is necessary to submit labor insurance and national health insurance enrollment supporting documents. For those who are not legally allowed to participate in occupational accident insurance, it is necessary to submit relevant supporting documents for enrollment of commercial insurances convening injury, disability and death insurance protections, and such insurance protections shall not be inferior to the occupational accident insurance enrolled by individuals of the same salary level. TFAI makes payment according to the commercial insurance fee, and the fee for enrollment in the occupational accident insurance under the same salary criteria is used as the maximum payment amount.

2. ~~派駐勞工（指受廠商僱用，派駐於本中心工作場所，依廠商指示完成契約所定工作項目者）權益保障：（由本中心衡酌個案情形於招標時勾選）~~
~~Protection of rights and interests of stationed workers (refer to workers employed by the Contractor and assigned to station at the workplace of TFAI, and completing work items specified in the contract according to the instruction of the Contractor) (to be specified by TFAI in the tender documentation):~~

~~(1)廠商對其派至本中心提供勞務之派駐勞工，應訂立書面勞動契約，其內容包含勞動條件、就業與性別歧視禁止、性騷擾防治、遵守義務、違反~~

責任及應注意事項等派駐勞工在本中心工作期間之權益與義務事項，並將該契約影本於簽約後_____工作天(由本中心衡酌個案情形自行填列；未載明者，為10工作天)內或本中心另外通知之期限內送本中心備查，如履約期間勞動契約有變更者，亦同。勞動契約如有缺漏或違反相關勞動法令，本中心應要求廠商補正。上開勞動契約應載明廠商給付派駐勞工薪資期限，及廠商未依該期限給付派駐勞工薪資，經本中心催告仍未改正者，同意由本中心將應給付廠商價金之一部分，給付派駐勞工(即採購契約所載該派駐勞工薪資，包含加班費、差旅費，但不包含廠商及派駐勞工負擔之勞工保險費、就業保險費、勞工職業災害保險費、積欠工資墊償基金、勞工退休金、健保費及稅捐等費用)。

- (2)廠商如僱用原派駐於本中心之派駐勞工，並指派繼續在本中心提供勞務而未中斷年資者，應溯自該派駐勞工在本中心提供勞務之第一日併計該派駐勞工服務之年資，計算特別休假日數，以保障其休假權益。派駐勞工依性別工作平等法申請育嬰留職停薪，並於復職後繼續派駐於本中心，除留職停薪期間外，依前揭約定併計特別休假。

☐ (3)派駐勞工薪資採固定金額(由本中心於招標時勾選)：

☐ 按月計酬。每月薪資_____元(由本中心於招標時載明；未載明者，詳標價明細表。不得少於勞動基準法規定之最低基本工資)；在本中心提供服務期間如不足1個月，以每月薪資除以當月日曆天數後，按實際工作日數(含期間之休息日及例假日)比例核算。

☐ 按日計酬。每日薪資_____元(由本中心於招標時載明；未載明者，詳標價明細表。於法定正常工作時間內不得少於勞動基準法基本工資之每小時基本工資額乘以工作時數之金額)。

☐ 按時計酬。每小時薪資_____元(由本中心於招標時載明；未載明者，詳標價明細表。不得低於勞動基準法基本工資之每小時基本工資額)。

- (4)廠商對於派至本中心提供勞務之派駐勞工，其請假、特別休假(含年資併計給予)、加班(延長工作時間)及年終獎金(獎金或分配紅利)等工資給付之勞動條件，應依勞動基準法暨其施行細則、勞工請假規則及性別工作平等法規定辦理。但廠商為合作社，提供勞務者非屬僱傭關係之社員時，依第17款辦理。

- (5)廠商對於派至本中心提供勞務之派駐勞工，應落實消除對婦女一切形式歧視公約施行法、性別工作平等法之性別歧視禁止、性騷擾防治及性別工作平等措施規定。

- (6)廠商不得因派駐勞工提出申訴(含性騷擾)或協助他人申訴(含性騷擾)，而予以解僱、調職或其他不利之處分。

- (7)其他：_____。

3. 本中心發現廠商違反相關勞動法令、性別工作平等法等情事時，檢附具體事證，主動通知當地勞工主管機關或勞工保險局(有關勞工保險、勞工職

業災害保險投保及勞工退休金提繳事項) 依法查處。

When TFAI discovers that the contractor has violated the laws and regulations of relevant labor, and gender equality in employment, etc., TFAI will submit specific evidence and actively notify the local labor authority or bureau of labor insurance to investigate and deal with according to law (relevant matters on labor insurance, labor occupational accident insurance, and contributed to labor pensions before the enforcement).

4. 本中心每~~一~~個月(由本中心於招標時載明；未載明者，為每~~1~~個月)不定期抽訪派駐勞工，以瞭解廠商是否如期依約履行其保障勞工權益之義務。
5. 本中心發現廠商未依約履行保障勞工權益之義務，經查證屬實，除有不可抗力或不可歸責於廠商事由者外，依本目約定計算懲罰性違約金，如有減省費用或不當利益情形，扣減或追償契約價金。本目所定違約金情形如下，每點新臺幣~~_____~~元(由本中心於招標時載明，未載明者每點以新臺幣500元計)，其總額以契約價金總額之20%為上限(以下各子目所載計罰點數，各本中心得於招標文件視個案需要調整之)：
 - (1) 未依第2目第1子目約定辦理者，每一人次計罰1點，限期改正仍未改正者，按次連續計罰。
 - (2) 未依第1目或第2目第2子目至第7子目約定辦理者，每一人依每一事件計罰1點，限期改正仍未改正者，按次連續計罰。
 - (3) 其他：~~_____~~。
6. 本中心應提供內部申訴管道予派駐勞工，包括受理單位、申訴方式及流程等，並公告於本中心網站及工作場所顯著之處，並適時向派駐勞工宣導。本中心於受理後，應妥為處理，並回復當事人。
7. 派駐勞工如遭受本中心所屬人員性騷擾時，經調查屬實，本中心應對所屬人員懲處，並將結果告知廠商及當事人。
8. 本中心不得自行招募人員，再轉由廠商僱用後派駐於本中心工作，亦不得要求廠商僱用特定人員派駐於本中心工作。
9. 廠商派至本中心提供勞務之派駐勞工，依相關勞動法令或性別工作平等法規定請假者：(由本中心四擇一於招標時載明)
 - ☐ (1) 廠商應指派相同資格及能力人員代理並須經本中心同意，其費用由本中心另行支付：每人每次請假超過~~_____~~工作天或每人每月請假累計超過~~_____~~日(由本中心視個案性質於招標文件載明，未載明者均為2日)。
 - ☐ (2) 廠商應指派相同資格及能力人員代理並須經本中心同意，本中心不另行支付費用：每人每次請假超過~~_____~~工作天或每人每月請假累計超過~~_____~~日(由本中心視個案性質於招標文件載明，未載明者均為2日)；但法定天數內之婚假、喪假、產假(包含流產假)，或特別休假，廠商無須指派人員代理。
 - ☐ (3) 廠商無須指派人員代理。

☐ (4) 其他：_____。

~~上開派駐勞工請假，其屬依法令不給付全部或部分薪資者，本中心應比照扣除契約價金。另上開第 2 子目廠商應派員代理而未派相當之勞工代理者，本中心將扣除契約相當金額，扣除金額之計算方式如下(由本中心於招標時載明)，廠商不得將未派員代理遭受本中心扣款之金額轉嫁予請假之派駐勞工負擔或採取其他不利派駐勞工之作為：~~

☐ (1) 依每人每月薪資，除以_____小時(由本中心於招標時載明；未載明者，為 240 小時)為單價小時基準，乘以未派相當之勞工代理之時數。

☐ (2) 依每人每月之契約價金扣除廠商應提繳之勞工退休金、勞工保險費、就業保險費、工資墊償基金、勞工職業災害保險費、全民健保費、廠商管理費、利潤及稅捐，除以_____小時(由本中心於招標時載明；未載明者，為 240 小時)為單價小時基準，乘以未派相當之勞工代理之時數。

☐ (3) 其他：_____。

(十七) 合作社社員權益保障 (非屬僱傭關係之社員適用)：

Protection of rights and interests of members of cooperative (applicable to members not under employment relationship):

1. 提供勞務之社員，合作社應輔導其加入職業工會辦理勞工保險、勞工職業災害保險及全民健康保險。另應為其投保團體傷害保險，保障內容應包含傷害、失能及死亡等項目。其保障不得低於以相同報酬參加勞工職業災害保險者。本中心應依商業保險費支付，並以相同條件參加勞工職業災害保險之費用為上限。

For members providing service, the cooperative shall guide them to enroll in the occupational union in order to apply for labor insurance and national health insurance. In addition, it is necessary to apply for the group injury insurance for such members, and the content of protection shall cover the items of injury, disability and death, etc. The protection shall not be inferior to the those enrolled in the occupational accident insurance under the same salary level. TFAI shall make payment according to the commercial insurance fee, and the fee for enrollment in the occupational accident insurance under the same criteria shall be the maximum payment amount.

2. 提供勞務之社員，其權利義務除依合作社法規定辦理外，應提出社員(代表)大會通過之社員勞務條件規章(名稱合作社得自行訂定)，明訂工作規範、教育訓練、福利制度等辦法，但本中心得於招標文件視個案增訂其需用條件(例如工作時數、休息日等)。

For members providing service, their rights and obligations shall be handled

in accordance with the provisions of the Cooperatives Act, the member service criteria regulations (name may be self-defined by the cooperative) approved by the member (representative) congress shall be submitted, and such regulations shall explicitly specify the work rules, education and training, welfare system, etc. However, TFAI may additionally specify its requirements (such as number of working hours, and days off, etc.) in the tender documentation depending upon the needs of each individual procurement.

3. ~~在本中心提供勞務之社員(含原駐點人員加入合作社為社員者)權益保障：~~
~~(由本中心衡酌個案情形於招標時勾選)~~

Protection of rights and interests of members (including original stationed personnel joining the cooperative as its members) providing service at TFAI's site: (to be selected by the Entity in the tender documentation depending upon the condition of each individual case)

☐ (1) 社員勞務報酬：

☐ 按月計酬。其勞務報酬不得低於政府公布之基本工資。提供服務期間如不足 1 個月，以每月勞務報酬除以當月日曆天數後，按實際工作日數(含期間之休息日及例假日)比例核算。

☐ 按日計酬。每日勞務報酬_____元(由本中心於招標時載明；未載明者，詳標價明細表。於法定正常工作時間內不得少於勞動基準法基本工資之每小時基本工資額乘以工作時數之金額)。

☐ 按時計酬。每小時勞務報酬_____元(由本中心於招標時載明；未載明者，詳標價明細表。不得低於勞動基準法基本工資之每小時基本工資額)。

(2) 合作社與提供勞務之社員不得有虛偽不實之情事，經本中心發現者，本中心應檢附具體事證，主動通知合作社主管機關依法查處。

(3) 合作社未依社員(代表)大會通過之社員勞務條件規章辦理，經社員發現者，社員得檢附具體事證向本中心申訴。

(4) 本中心每_____個月(由本中心於招標時載明；未載明者，為每 1 個月)定期抽訪提供勞務之社員，以瞭解合作社是否依約履行其保障社員權益之義務。

(5) 本中心發現合作社未依約履行保障社員權益之義務，經查證屬實，除有不可抗力或不可歸責於合作社事由者外，依本子目約定計算違約金，如有減省費用或不當利益情形，扣減或追償契約價金。本子目所定違約金情形如下，每點新臺幣_____元(由本中心於招標時載明，未載明者每點以新臺幣 500 元計)，其總額以契約價金總額之 20% 為上限(下列所載計罰點數方式，各本中心得於招標文件視個案需要調整之)：

① 未依第 3 目第 1 子目(適用勾選本子目選項者)至第 3 子目或約定

~~辦理者，每一人依每一事件計罰1點，限期改正仍未改正者，按次連續計罰。~~

~~②其他：_____。~~

~~(6)本中心應提供內部申訴管道予提供勞務之社員，包括受理單位、申訴方式及流程等，並公告於本中心網站及工作場所顯著之處，並適時向提供勞務之社員宣導。本中心於受理後，應妥為處理，並回復當事人。~~

~~(7)提供勞務之社員如遭受本中心所屬人員性騷擾時，經調查屬實，本中心應對所屬人員懲處，並將結果告知合作社及當事人。~~

~~(8)本中心不得自行招募人員，再轉加入合作社為社員於本中心提供勞務，亦不得要求合作社指定特定人員於本中心提供勞務。~~

~~(十八)其他(由本中心擇需要者於招標時載明)：~~

~~Others (to be specified by TFAI in the tender documentation)~~

~~☐廠商所提出之圖樣及書表內對於施工期間之交通維持及安全衛生設施經費應以量化方式編列。~~

~~☐廠商履約期間，應於每月5日前向本中心提送工作月報，其內容包括工作事項、工作進度、工作人數及時數、異常狀況及因應對策等。~~

~~☐廠商實際提供服務人員應於完成之圖樣及書表上簽署，並依法辦理相關簽證。所稱圖樣及書表，包括其工作提出之預算書、設計圖、規範、施工說明書及其他依法令及契約應提出之文件。~~

~~☐與本契約有關之證照，依法規應以本中心名義申請，而由廠商代為提出申請者，其所需規費由本中心負擔。~~

~~☐廠商所擬定之招標文件，其內容不得有不當限制競爭之情形。其有要求或提及特定之商標或商名、專利、設計或型式、特定來源地、生產者或供應者之情形時，應於提送履約成果文件上敘明理由。~~

~~☐履約標的涉及國家安全資訊、國家機密資訊、國家安全技術、國家機密技術之領域，不允許未具中華民國國民身分者提供履約服務。~~

~~☐關鍵基礎設施(或本中心指定之設施)人員管制特別約定：~~

~~1. 本採購履約標的涉關鍵基礎設施(或本中心指定之設施)，廠商及分包廠商之履約人員於進場或參與工作前，應提出3個月內核發之「警察刑事紀錄證明」(外國人應提出該國籍政府核發之類似文件，並經公證或認證。但申請入國簽證時，已備行為良好之證明文件者除外)，或出具委託書由本中心代為申請；其證明內容應記載無犯罪紀錄，並經本中心審核同意，始得進場或參與工作。屬臨時性進場者(例如送貨司機及其隨車人員)得免提送上開證明文件，但應接受本中心或其指定之單位或人員(例如但不限於專案管理單位)全程陪同或監督管理。~~

~~2. 廠商及分包廠商之履約人員執行工作，應接受本中心或其指定之單位或人員(例如但不限於專案管理單位)全程陪同或監督管理。~~

~~☐其他：_____。~~

~~(十九)廠商於設計完成經本中心審查確認後，應將設計圖說之電子檔案(如CAD檔)~~

交予本中心。

After the design is completed, reviewed and confirmed by TFAI, the Contractor shall submit the electronic file (such as CAD file) of book of plans (BOP) to TFAI.

(二十)廠商使用之柴油車輛，應符合空氣污染物排放標準。

Diesel vehicles used by the Contractor shall comply with the air pollutant emission standard.

(二十一)廠商人員執行契約之委辦事項時，有利益衝突者，應自行迴避，並不得假借執行契約之權力、機會或方法，圖謀其本人、廠商或第三人之不正當利益；涉及本人、配偶、二親等以內親屬，或共同生活家屬之利益者，亦應自行迴避，並由廠商另行指派人員執行。

Where conflict of interest occurs in any contract matters executed by the Contractor's person, such person shall recuse himself/herself from such matters. In addition, it is prohibited to seek illegal benefits for himself/herself, Contractor or any third party via the power, opportunity or method in the course of performance of the contract. Where the interests of such person, his/her spouse, relatives within second degree of kinship or family members living together are involved, such personnel shall also recuse themselves from such matter, and the Contractor shall assign another person to perform the work.

(二十二)廠商依契約提供環保、節能、省水或綠建材等綠色產品，應至行政院環境保護署設置之「民間企業及團體綠色採購申報平臺」申報。

The Contractor shall provide green products that are eco-friendly, energy saving, water saving or green building materials, etc. according to the contract, and shall also submit declaration on the "Private Enterprise and Group Green Purchase Declaration Platform" established by the Environmental Protection Administration, Executive Yuan.

第九條 履約標的品管

Article 9 Quality Control of the Subject of Contract

(一)廠商在履約中，應對履約品質依照契約有關規範，嚴予控制，並辦理自主檢查。

During the period of contract performance, the Contractor shall strictly control and inspect the quality of contract performance in accordance with relevant specifications specified in the contract.

(二)本中心於廠商履約期間如發現廠商履約品質不符合契約規定，得通知廠商限期改善或改正。廠商逾期未辦妥時，本中心得要求廠商部分或全部停止履約，

至廠商辦妥並經本中心書面同意後方可恢復履約。廠商不得為此要求展延履約期限或補償。

Where TFAI finds that the quality of contract performance is not in conformity with the requirements specified in the contract during the period of contract performance, TFAI may notify the Contractor to improve or to rectify the work in a time-limit. Where the Contractor does not improve or rectify in the time-limit, TFAI may request the Contractor to cease performing improve or the contract in whole or in part until the Contractor completes the improvement or rectification and obtains TFAI's written consent. The Contractor shall not request to extend the period of contract performance or be entitled to any compensation.

- (三) 契約履約期間如有由本中心分段審查、查驗之規定，廠商應按規定之階段報請本中心監督人員審查、查驗。本中心監督人員發現廠商未按規定階段報請審查、查驗，而擅自繼續次一階段工作時，得要求廠商將未經審查、查驗及擅自履約部分重做，其一切損失概由廠商自行負擔。但本中心監督人員應指派專責審查、查驗人員隨時辦理廠商申請之審查、查驗工作，不得無故遲延。

Where it is specified in the contract that TFAI shall check by stage during the period of contract performance, the Contractor shall submit a request for checking to TFAI's supervisor in every specified stage. If TFAI supervisor finds that the Contractor proceeds the next stage of work without request for checking in the previous stage in accordance with requirements, TFAI may request the Contractor to re-do the un-checked portion. Any loss or damage incurred from such action shall be borne by the Contractor. However, TFAI's supervisor shall appoint a person to handle the Contractor's request for checking without undue delay.

- (四) 契約如有任何部分須報請政府主管機關審查、查驗時，除依法規應由本中心提出申請者外，應由廠商提出申請，並按照規定負擔有關費用。

The Contractor shall, unless an application is to be delivered by TFAI in accordance with laws and regulations, deliver an application for checking of any part of the work that shall be reported and checked by the competent authorities specified in the contract. In addition, the Contractor shall cover the relevant expenses incurred from such checking in accordance with the regulations.

- (五) 廠商應免費提供本中心依契約辦理審查、查驗、測試或檢驗所必須之設備及資料。但契約另有規定者，不在此限。契約規定以外之審查、查驗、測試或檢驗，其結果不符合契約規定者，由廠商負擔所生之費用；結果符合者，由本中心負

擔費用。

The Contractor shall provide the necessary instrument, machinery, equipment, labor and data, free of charge, to TFAI for the purpose of conducting checking, testing, inspection, preliminary inspection and final acceptance, except otherwise specified. For checking, testing or inspection outside the scope of the contract, the Contractor shall bear expenses if the results do not meet the requirements of the contract. Otherwise, the expenses shall be borne by TFAI.

- (六) 審查、查驗、測試或檢驗結果不符合契約規定者，本中心得予拒絕，廠商應免費改善或改正。

Where results from review, checking, testing or inspection do not meet the requirements of the contract, TFAI may refuse to accept, and the Contractor shall improve, demolish, re-do, recall or replace the subject free of charge.

- (七) 廠商不得因本中心辦理審查、查驗、測試或檢驗，而免除其依契約所應履行或承擔之義務或責任，及費用之負擔。

The Contractor shall not evade its obligations or responsibilities of the contract and the bearing of related expenses due to review, checking, testing or inspection conducted by TFAI.

- (八) 本中心就廠商履約標的為審查、查驗、測試或檢驗之權利，不受該標的曾通過其他審查、查驗、測試或檢驗之限制。

TFAI's right to review, check, test or inspect the subject of the contract performed by the Contractor will not be restricted by the fact that the subject has once passed other checking, testing or inspection.

- (九) 本中心提供設備或材料供廠商履約者，廠商應於收受時作必要之檢查，以確定其符合履約需要，並作成紀錄。設備或材料經廠商收受後，其滅失或損害，由廠商負責。

Where TFAI provides equipment or material for the Contractor to perform the contract, the Contractor shall make the necessary checking on acceptance of them, in order to ensure that they meet the requirements in performing contract, and make a note of it in writing. The Contractor shall be responsible for any loss or damage that occurs to the said equipment or material afterwards.

第十條 保險

Article 10 Insurance

- ~~(一) 廠商應於履約期間辦理下列保險種類(由本中心擇定後於招標時載明；未載明~~

~~者無)，其屬自然人者，應自行另投保人身意外險。~~

~~The following insurance shall be effected by the Contractor within the period of contract performance. (to be specified by TFAI in the tender documentation, not applicable if not specified). Where the Contractor is a natural person, the personal accident insurance shall be effected.~~

☐ ~~專業責任險。包括因業務疏漏、錯誤或過失，違反業務上之義務，致本中心或其他第三人受有之損失。~~

~~Professional liability insurance. Its coverage includes negligence, mistake or fault in the course of duty performance, violation of obligations for duties, such that TFAI or other third party suffers loss.~~

☐ ~~雇主意外責任險(履約標的涉派駐勞工者，應擇定。履約標的涉舉辦活動者，建議擇定)。~~

~~Employer's liability insurance (for contract performance subject matter involving stationed workers, this insurance is required to be selected. for contract performance subject matter involving event organization, this insurance is recommended to be selected)~~

☐ ~~公共意外責任險(履約標的涉舉辦活動者，建議擇定)。~~

~~Public liability insurance (for contract performance subject matter involving event organization, this insurance is recommended to be selected).~~

☐ ~~營繕承攬人意外責任險(履約標的之一部分涉工程者，建議擇定)。~~

~~Construction contractor's liability insurance (for a portion of contract performance subject matter involving construction, this insurance is recommended to be selected).~~

☐ ~~旅行業責任保險(履約標的涉旅行社安排活動者，建議擇定)。~~

~~Travel agency's liability insurance (for contract performance subject matter involving events arranged by travel agent, this insurance is recommended to be selected).~~

☐ ~~其他：_____。~~

~~Others:~~

~~(二)廠商依前款辦理之保險，其內容如下(由本中心視保險性質擇定或調整後於招標時載明)：~~

~~For insurance procured by the Contractor in accordance with the preceding~~

~~paragraph, the contents are as follows (to be specified or modified in the tender documentation by TFAI basing on the characteristics of insurance) :-~~

- ~~1. 被保險人：以廠商為被保險人。~~
- ~~2. 保險金額：—~~
 - ~~(1) 專業責任險：(由本中心依個案特性、規模、風險於招標時載明) —~~
 - ~~☐ 契約價金總額。~~
 - ~~☐ 契約價金總額之__倍。~~
 - ~~☐ 契約價金總額之__%。~~
 - ~~☐ 固定金額__元。~~
 - ~~(2) 雇主意外責任險：(由本中心於招標時載明最低投保金額，不得為無限制)~~
 - ~~① 每一個人體傷或死亡：__元。~~
 - ~~② 每一事故體傷或死亡：__元。~~
 - ~~③ 保險期間內最高累積責任：__元。~~
 - ~~(3) 公共意外責任險：(由本中心於招標時載明最低投保金額，不得為無限制)~~
 - ~~① 每一個人體傷或死亡：__元。~~
 - ~~② 每一事故體傷或死亡：__元。~~
 - ~~③ 每一意外事故財損：__元。~~
 - ~~④ 保險期間內最高累積責任：__元。~~
 - ~~(4) 營繕承辦人意外責任險：(由本中心於招標時載明最低投保金額，不得為無限制)~~
 - ~~① 每一個人體傷或死亡：__元。~~
 - ~~② 每一事故體傷或死亡：__元。~~
 - ~~③ 每一意外事故財損：__元。~~
 - ~~④ 保險期間內最高累積責任：__元。~~
 - ~~(5) 旅行業責任保險：每一個人體傷或死亡：__元 (由本中心於招標時載明最低投保金額，不得為無限制)。~~
 - ~~(6) 其他保險種類：__ (請參考上述內容敘明)。~~
- ~~3. 每一事故之廠商自負額上限：(由本中心於招標時載明)~~
 - ~~(1) 專業責任險：__元。~~
 - ~~(2) 雇主意外責任險：__元。~~
 - ~~(3) 公共意外責任險：__元。~~
 - ~~(4) 營繕承辦人意外責任險：__元。~~
 - ~~(5) 旅行業責任保險：__元。~~
 - ~~(6) 其他保險種類：__。~~
- ~~4. 保險期間：以下各項保險之保險期間，如因契約所定各項保險標的之履約期限有延期或遲延履約者，保險期間比照順延。(由本中心視各項保險標的性質、實際執行時間於招標時載明，不宜均以契約起訖日逕為保險期間)~~
 - ~~(1) 專業責任險：自__起至__之日止；☐ 契約所定履約期限之日止。~~

- (2)雇主意外責任險：自_____起至□_____之日止；□契約所定履約期限之日止。
- (3)公共意外責任險：自_____起至□_____之日止；□契約所定履約期限之日止。
- (4)營繕承攬人意外責任險：自_____起至□_____之日止；□契約所定履約期限之日止。
- (5)旅行業責任保險：自_____起至□_____之日止；□契約所定履約期限之日止。
- (6)其他保險種類：自_____起至□_____之日止；□契約所定履約期限之日止。
5. ~~保險契約之變更、效力暫停或終止，應經本中心之書面同意。任何未經本中心同意之保險(契約)批單，如致損失或損害賠償，由廠商負擔。~~
6. 其他：_____。

~~(三)保險單記載契約規定以外之不保事項者，其風險及可能之賠償由廠商負擔。~~

~~Where there is any matter uninsured in the provisions of insurance policy that is not specified in the contract, the Contractor shall be liable for the risks and potential compensation of the events.~~

~~(四)廠商向保險人索賠所費時間，不得據以請求延長履約期限。~~

~~The Contractor shall not request for an extension of the time limit of contract performance on account of the time consumed in making an insurance claim.~~

~~(五)廠商未依契約規定辦理保險、保險範圍不足或未能自保險人獲得足額理賠者，其損失或損害賠償，由廠商負擔。~~

~~Where the Contractor does not effect insurance required in the contract, the scope of insurance is insufficient, or sufficient insurance payment cannot be gained from the insurer, the losses or compensation incurred shall be borne by the Contractor.~~

~~(六)保險單正本或保險機構出具之保險證明 1 份及繳費收據副本 1 份，應於辦妥保險後即交本中心收執。廠商繳交上揭保險單據之最後期限，為決標日後____日(未載明者，為 15 日)，但屬辦理活動所投保之保險者，其繳交保險單據之最後期限為辦理活動前____日(未載明者，為 3 日)。因不可歸責於廠商之事由致須延長履約期限者，因而增加之保費，由契約雙方另行協議其合理之分擔方式；如因可歸責於本中心之事由致須延長履約期限者，因而增加之保費，由本中心負擔。~~

~~Original copy of the insurance policy or 1 copy of the insurance certificate issued by the insurance institution and 1 copy of the payment receipt shall be submitted to—~~

~~TFAI for receipt after completing the insurance enrollment. The deadline for the Contractor submitting the above-mentioned insurance documents to TFAI is _____ days after the tender award date (if not specified, it is 15 days). However, for contract performance subject matter involving event organization, the deadline for the Contractor submitting is _____ days before the event (if not specified, it is 3 days). Where the premium is increased due to matters not attributable to the Contractor such that the deadline for contract performance is extended, the two contracting parties shall further negotiate the reasonable sharing method for such cost. In case where the deadline for contract performance needs to be extended due to matters attributable to TFAI, the premium increased due to such matters shall be borne by TFAI.~~

~~(七)廠商應依中華民國法規為其員工及車輛投保勞工保險、就業保險、勞工職業災害保險、全民健康保險及汽機車第三人責任險。其依法免投保勞工保險、勞工職業災害保險者，得以其他商業保險代之。~~

~~The Contractor shall apply for labor insurance, employment insurance, national health insurance and automobile third party liability insurance for its employees and vehicles according to the laws of R.O.C. Where the Contractor is not needed to effect labor insurance by the relevant laws and regulations, it may be replaced by other commercial insurance.~~

~~(八)依法非屬保險人可承保之保險範圍，或非因保費因素卻於國內無保險人願承保，且有保險公會書面佐證者，依第1條第7款辦理。~~

~~Where it is impossible for an insurer to underwrite such insurance pursuant to laws, or no insurer is willing to underwrite the same domestically due to any factor other than insurance premium, with the written proof presented by the insurance association, relevant clarification shall be presented to TFAI when effecting the insurance and the requirements referred to in Subparagraph 7 of Article 1 herein shall apply.~~

第十一條 保證金(由本中心擇定後於招標時載明，無者免填)：

Article 11 Guarantee Bond(to be specified by TFAI in the tender documentation)

~~(一)保證金之發還情形如下(由本中心擇定後於招標時載明)：~~

~~The circumstances in which the guarantee bond shall be released are as follows~~

☐ ~~預付款還款保證，依廠商已履約部分所占進度之比率遞減。~~

~~The refund bond for advance payment shall be reduced progressively, pro rata to the progress of work of the part that has been fulfilled by the Contractor.~~

☐ ~~預付款還款保證，依廠商已履約部分所占契約金額之比率遞減。~~

~~The refund bond for advance payment shall be reduced progressively, pro rata to the contract value of the part that has been fulfilled by the Contractor.~~

☐ ~~預付款還款保證，於驗收合格後一次發還。~~

~~The refund bond for advance payment shall be released in whole upon satisfactory inspection and acceptance.~~

☐ ~~履約保證金於履約驗收合格且無待解決事項後 30 日內發還。有分段或部分驗收情形者，得按比例分次發還。~~

~~The performance bond shall be released within 30 days upon satisfactory inspection and acceptance and when nothing is pending to be resolved. Where inspection and acceptance are conducted in stages or in parts, the bond may be released progressively in proportion to the percentage of the stage or part.~~

☐ ~~履約保證金依履約進度分_____期平均發還。~~

~~The performance bond shall be released by _____ equal installments in accordance with the progress of the contract performance.~~

☐ ~~履約保證金依履約進度分_____期發還，各期之條件及比率如下(由本中心於招標時載明)：_____~~

~~The performance bond shall be released by installments in accordance with the progress of the contract performance. The terms and ratio hereof for each installment are as follows: _____ (to be specified by TFAI in the tender documentation)~~

☐ ~~履約保證金於履約驗收合格且無待解決事項後 30 日內發還_____%(由本中心於招標時載明)。其餘之部分於_____ (由本中心於招標時載明)且無待解決事項後 30 日內發還。~~

~~_____%(to be specified by TFAI in the tender documentation) of the performance bond shall be released within 30 days upon satisfactory inspection and acceptance and when nothing is pending to be resolved. The rest shall be released within 30 days upon _____ (to be specified by TFAI in the tender documentation) and when nothing is pending to be resolved.~~

☐ ~~廠商於履約標的完成驗收付款前應繳納保固保證金。~~

~~The Contractor shall deposit a warranty bond before payment is made for the inspection and acceptance of the subject of contract.~~

☐ ~~保固保證金於保固期滿且無待解決事項後 30 日內發還。~~

~~The warranty bond shall be released within 30 days upon expiry of the warranty period and when nothing is pending to be resolved.~~

☐ ~~差額保證金之發還，同履約保證金。~~

~~The release of the price difference bond shall be subject to the same terms as that of the performance bond.~~

☐ ~~其他 Others:~~

~~(二)因不可歸責於廠商之事由，致終止或解除契約，或暫停履約逾6個月(由本中心於招標時載明；未載明者，為6個月)者，履約保證金得提前發還。但屬暫停履約者，於暫停原因消滅後應重新繳納履約保證金。因可歸責於本中心之事由而暫停履約，其需延長履約保證金有效期之合理必要費用，由本中心負擔。~~

~~In the event that the contract is terminated, rescinded or suspended in whole for more than 6 month(s) (to be specified by TFAI in the tender documentation, "6 months" will apply if not specified) for causes not attributable to the Contractor, the performance bond shall be released thereafter. However, where the contract is being suspended, the performance bond shall be deposited again when the cause for the suspension has been eliminated. Where the contract is suspended due to causes attributable to TFAI, the expense that is reasonable and necessary to extend the validity period of the performance bond shall be borne by TFAI.~~

~~(三)廠商所繳納之履約保證金及其孳息得部分或全部不予發還之情形:~~

~~The circumstances in which the performance bond deposited by the Contractor and the accrued interest thereon may not be released in whole or in part are as follows:~~

~~1. 有採購法第50條第1項第3款至第5款、第7款情形之一，依同條第2項前段得追償損失者，與追償金額相等之保證金。~~

~~Where one of the circumstances provided in subparagraphs 3 through 5 and 7 of paragraph 1 of Article 50 of the Act occurs, and that claim for damages may apply pursuant to the first part of paragraph 2 of the same Article, an amount of the bond equal to the amount of the claim shall not be released.~~

~~2. 違反採購法第65條規定轉包者，全部保證金。~~

~~Where the Contractor is in breach of Article 65 of the Act by assigning the contract to other parties, the whole amount of the bond shall not be released.~~

~~3. 擅自減省工料，其減省工料及所造成損失之金額，自待付契約價金扣抵仍有不足者，與該不足金額相等之保證金。~~

~~Where the Contractor has reduced the work or materials without prior approval, and that the amount of the work or materials thus reduced plus the losses thus incurred cannot be completely set off against the contract value payable, an amount of the bond equal to the insufficient amount shall not be released.~~

~~4. 因可歸責於廠商之事由，致部分終止或解除契約者，依該部分所占契約金額比率計算之保證金；全部終止或解除契約者，全部保證金。~~

~~Where part of the contract is terminated or rescinded due to causes attributable~~

~~to the Contractor, an amount of the bond calculated basing on the proportion of the contract value accounted for by the value of such part shall not be released; where the whole contract is terminated or rescinded, the whole amount of the bond shall not be released.~~

5. ~~查驗或驗收不合格，且未於通知期限內依規定辦理，其不合格部分及所造成損失、額外費用或懲罰性違約金之金額，自待付契約價金扣抵仍有不足者，與該不足金額相等之保證金。~~

~~Where the subject matter does not pass inspection or acceptance and the Contractor fails to take actions as required within the time limit specified in TFAI's notice, and that the amount of the non conforming parts and the losses thus incurred, plus any additional expenses or punitive penalties cannot be completely set off against the contract value payable, an amount of the bond equal to the insufficient amount shall not be released.~~

6. ~~未依契約規定期限或本中心同意之延長期限履行契約之一部或全部，其逾期違約金之金額，自待付契約價金扣抵仍有不足者，與該不足金額相等之保證金。~~

~~Where the Contractor fails to perform the contract in whole or in part within the time limit prescribed in the contract or an agreed extension thereof by TFAI, and that the amount of liquidated damages cannot be completely set off against the contract value payable, an amount of the bond equal to the insufficient amount shall not be released.~~

7. ~~須返還已支領之契約價金而未返還者，與未返還金額相等之保證金。~~

~~Where the Contractor is required to return an amount of the contract value paid but fails to do so, the same amount of the bond shall not be released.~~

8. ~~未依契約規定延長保證金之有效期者，其應延長之保證金。~~

~~Where the Contractor fails to extend the validity period of the bond as prescribed by the contract, the amount of the bond that requires extension shall not be released.~~

9. ~~其他因可歸責於廠商之事由，致本中心遭受損害，其應由廠商賠償而未賠償者，與應賠償金額相等之保證金。~~

~~Other circumstances attributable to the Contractor, which results in a loss suffered by TFAI, and that the Contractor fails to pay the compensation which it is liable, the amount of the bond equal to the compensation payable shall not be released.~~

(四) ~~前款不予發還之履約保證金，於依契約規定分次發還之情形，得為尚未發還者；不予發還之孳息，為不予發還之履約保證金於繳納後所生者。~~

~~The performance bond referred to in the preceding subparagraph that shall not be released may, for the circumstances in which release in parts is required by the contract, be the part that has not been released; the accrued interest that shall not be released shall be the interest on such bond accrued after the bond has been deposited.~~

~~(五)廠商如有第 3 款所定 2 目以上情形者，其不發還之履約保證金及其孳息應分別適用之。但其合計金額逾履約保證金總金額者，以總金額為限。~~

~~Where two or more circumstances referred to in subparagraph 3 occur in one contract, the performance bond and the accrued interest thereon not to be released shall be calculated and applied separately. Where the summed amount exceeds the total amount of the performance bond, the total amount of the performance bond shall not be released.~~

~~(六)保固保證金及其孳息不予發還之情形，準用第 3 款至第 5 款之規定。~~

~~Subparagraphs 3 through 5 of this Article shall apply mutatis mutandis to the circumstances in which the warranty bond and the accrued interest thereon shall not be released.~~

~~(七)廠商未依契約約定履約或契約經終止或解除者，本中心得就預付款還款保證尚未遞減之部分加計年息——%（由本中心於招標時合理訂定，如未填寫，則依本中心撥付預付款當日中華郵政股份有限公司牌告一年期郵政定期儲金機動利率）之利息（於非可歸責廠商之事由之情形，免加計利息），隨時要求返還或折抵本中心尚待支付廠商之價金。~~

~~Where the Contractor fails to perform as required by the contract, or that the contract is terminated or rescinded, TFAI may, at any time, demand that the Contractor repay the remaining portion of the refund bond for advance payment plus interest at ——% annual rate (to be specified by TFAI reasonably in the tender documentation; if not specified, the floating interest rate of 1-year term of deposit posted savings by Chunghwa Post Co., Ltd. on the day that TFAI provides the advance payment), or that such amount be set off against the amount payable to the Contractor.~~

~~(八)保證金應以現金、金融機構所簽發之保付支票【非公司票】或郵政匯票繳納，應為即期，並以國家電影及視聽文化中心為受款人。~~

~~The guarantee bond shall be deposited in form of cash, postal money order, financial institution's certified check (not company check), and shall be demand notes, shall indicate TFAI as the payee.~~

~~(九)保證金之發還，以現金、金融機構所簽發之保付支票【非公司票】或郵政匯票發還。~~

~~The guarantee bond shall be released in the form of cash, postal money order, financial institution's certified check (not company check).~~

~~(十)契約價金總額於履約期間增減累計金額達新臺幣100萬元者(或本中心於招標時載明之其他金額)，履約保證金之金額應依契約價金總額增減比率調整之，由本中心通知廠商補足或退還。~~

~~Where the cumulative amount of any increase or decrease of the total contract price reaches NT\$ 1 million (or any other amount specified by TFAI in the tender documentation) during the period of contract performance, the amount of performance bond shall be adjusted according to the proportion of such increase or decrease. TFAI shall notify the Contractor to make supplement or return for such adjustment.~~

第十二條 驗收

Article 12 The inspection and acceptance

(一)廠商履約所供應或完成之標的，應符合契約規定，具備一般可接受之專業及技術水準，無減少或減失價值或不適於通常或約定使用之瑕疵。

The subject to be supplied or completed by the Contractor shall meet the requirements of the contract, and shall be equipped with the generally accepted professional and technical standard, without reducing or losing its value or with any defects that make it unsuitable for normal or the agreed usage.

(二)驗收程序(由本中心擇需要者於招標時載明)：

The inspection and acceptance procedure (to be specified by TFAI in the tender documentation):

- 1. 廠商應於履約標的預定完成履約日前或完成履約當日，將完成履約日期書面通知本中心。除招標文件另有規定者外，本中心應於收到該書面通知之日起_7_日(由本中心於招標時載明；未載明者，依採購法施行細則第92條規定，為7日)內會同廠商，依據契約核對完成履約之項目及數量，以確定是否完成履約。

The Contractor shall notify the supervision unit and TFAI in writing about the date of completion of the contract performance prior to the expected date or on the date of completion of the contract performance. Except otherwise specified in the tender documentation, TFAI shall, accompanied by the Contractor and within

7 days (to be specified by TFAI in the tender documentation; “7 days” if not specified, pursuant to Article 92 of the Enforcement Rules of the Act) from the date of receipt of the written notification, check the completed items and quantities with the requirements specified in the contract to ascertain that the contract performance is completed.

- 2. 履約標的完成履約後，有初驗程序者，廠商應於完成履約後__日（由本中心於招標時載明；未載明者，依採購法施行細則第 92 條規定，為 7 日）內，將相關資料送請本中心審核。本中心應於收受全部資料之日起__日（由本中心於招標時載明；未載明者，依採購法施行細則第 92 條規定，為 30 日）內辦理初驗，並作成初驗紀錄。初驗合格後，本中心應於__日（由本中心於招標時載明；未載明者，依採購法施行細則第 93 條規定，為 20 日）內辦理驗收，並作成驗收紀錄。

Where there is a preliminary inspection procedure after completion of contract performance, the Contractor shall, within _____ days (to be specified by TFAI in the tender documentation; “7 days” if not specified, pursuant to Article 92 of the Enforcement Rules of the Act) after completion of contract performance, provide related data to TFAI for review. TFAI shall conduct the preliminary inspection and take minutes within _____ days (to be specified by TFAI in the tender documentation; “30 days” if not specified, pursuant to Article 92 of the Enforcement Rules of the Act) from the date of receipt of all of the foregoing data. Where a preliminary inspection is passed, TFAI shall conduct the inspection and acceptance and make a record within _____ days (to be specified by TFAI in the tender documentation; “20 days” if not specified, pursuant to Article 93 of the Enforcement Rules of the Act).

- 3. 履約標的完成履約後，無初驗程序者，本中心應於接獲廠商通知備驗或可得驗收之程序完成後 30 日（由本中心於招標時載明；未載明者，依採購法施行細則第 94 條規定，為 30 日）內辦理驗收，並作成驗收紀錄。

Where no preliminary inspection is adopted, TFAI shall conduct the inspection and acceptance and take minutes within **30** days (to be specified by TFAI in the tender documentation; “30 days” if not specified, pursuant to Article 94 of the Enforcement Rules of the Act) after either receiving a ready-for-inspection notification from the Contractor or completing the prior procedures for inspection and acceptance.

- 4. 其他(例如得依履約進度分期驗收，並得視案件情形採書面驗收)：

Others (for instance, inspection and acceptance by segment may be conducted in accordance with the progress of contract performance, and may be conducted by examining the documents prepared, depending on the situation

of the procurement.)

本案得視案件情形辦理審查會議或採書面驗收，履約進度分期詳如本案契約書第五條及需求書第四條工作期程。

TFAI may conduct the inspection and acceptance by reviewing meeting or reviewing the documents prepared, depending on the situation of the procurement. The details of the inspection and acceptance by segment is as Article V of “Contract” and Article IV of “Requirements Specification” of this procurement.

5. 廠商未依本中心通知派代表參加初驗或驗收者，除法規另有規定外，不影響初驗或驗收之進行及其結果。如因可歸責於本中心之事由，延誤辦理初驗或驗收，該延誤期間不計逾期違約金；本中心因此造成延遲付款情形，其遲延利息，及廠商因此增加之延長保證金費用，由本中心負擔。

If the representative of Contractor is not present in the preliminary inspection or final acceptance as notified by TFAI, unless otherwise provided for in laws and regulations, the procedure and conclusion of the preliminary inspection and final acceptance will not be affected. In the event of delay in conducting the preliminary inspection or final acceptance due to causes attributable to TFAI, the amount of liquidated damages for such delay during that period shall not be calculated; the extra and necessary expenses thus incurred to the Contractor shall be borne by TFAI.

(三)履約標的完成履約後，廠商應對履約期間損壞或遷移之本中心設施或公共設施予以修復或回復，並將現場堆置的履約機具、器材、廢棄物及非契約所應有之設施全部運離或清除，並填具完成履約報告，經本中心勘驗認可，始得認定為完成履約。

After completion the subject of contract, the Contractor shall repair or restore public facilities or facilities belong to TFAI that have been damaged or relocated during performance. Moreover, the Contractor shall remove or clear all machines, equipment, wastes, and other facilities not prescribed in the contract away from the site, and make a contract performance report. The Contractor's performance shall be regarded as fully completed only when the aforementioned work has been inspected and approved by TFAI.

(四)履約標的部分完成履約後，如有部分先行使用之必要，應先就該部分辦理驗收或分段審查、查驗供驗收之用。

Where a part of the subject of contract has been completed, and TFAI deems that

it is necessary to use the completed part, the part shall be inspected and accepted in advance or be inspected by segment so that the outcome may be used as a basis for acceptance.

- (五)廠商履約結果經本中心審查、查驗或驗收有瑕疵者，本中心得要求廠商於_____日內（本中心未填列者，由主驗人定之）改善、拆除、重作、退貨或換貨（以下簡稱改正）。逾期未改正者，依第 13 條規定計算逾期違約金。但逾期未改正仍在契約原訂履約期限內者，不在此限。

Where a defect is discovered at the subject of contract performance by preliminary inspection or inspection and acceptance, TFAI may require the Contractor to improve, demolish, re-do, recall or replace (hereinafter referred to as the "modification") within _____ days. (If the time-limit is not filled out by TFAI, it shall be decided by the chief inspector.) If the Contractor does not make modifications in the time-limit, the amount of liquidated damages for delay in modification shall be calculated pursuant to Article 13 hereof. However, this provision shall not apply to the circumstance where a delayed modification is still within the original time-limit for contract performance.

- (六)廠商不於前款期限內改正、拒絕改正或其瑕疵不能改正，或改正次數逾 2 次（由本中心於招標時載明；無者免填）次仍未能改正者，本中心得採行下列措施之一：

If the Contractor does not make modifications in the time-limit set in the preceding subparagraph, refuses to modify, is not able to modify the defects, or when the number of modifications is over 2 times (to be specified by TFAI in the tender documentation, optional) but the defects still can not be modified, TFAI may take any of the following actions:

1. 自行或使第三人改善，並得向廠商請求償還改善必要之費用。

Carry out the modifications by itself or a third party and ask the Contractor to pay the necessary expenses of Improvement.

2. 終止或解除契約或減少契約價金。

Terminate or rescind the contract, or reduce the contract price.

- (七)因可歸責於廠商之事由，致履約有瑕疵者，本中心除依前 2 款規定辦理外，並得處以違約金，其金額以履約有瑕疵項目契約價金之 20% 計算（未載明者，為 20%）。如本中心可舉證之損害賠償金額逾前述計算金額時，則依本中心舉證之

損害賠償金額計算。

If the defect of contract performance is attributable to the Contractor, in addition to the provisions of the preceding two subparagraphs, TFAI may also request amount of the liquidated damages. The amount is calculated based on 20% of the contract price of the item with defective performance (if not specified, it is 20%). If the amount of defective performance can be proved by TFAI exceed the above-mentioned amount, the amount of compensation shall be according to the amount proved by TFAI.

第十三條 遲延履約

Article 13 Delay of Contract Performance

- (一)逾期違約金，以日為單位，按逾期日數，每日依契約價金總額1‰(由本中心於招標時載明比率；未載明者，為1‰)計算逾期違約金，所有日數(包括放假日等)均應納入，不因履約期限以工作天或日曆天計算而有差別。因可歸責於廠商之事由，致終止或解除契約者，逾期違約金應計算至終止或解除契約之日止：

The amount of liquidated damages for delay is calculated by day and shall apply at 1‰(to be specified by TFAI in the tender documentation;“ 1 ‰”shall apply if not specified) of the total contract price. All of the number of days, including the holidays, shall be counted. There is no difference in whether the performance period is calculated in working days or calendar days.

Where the contract is terminated or rescinded due to causes attributable to the Contractor, the amount of liquidated damages shall be calculated to the day of termination or rescission of the contract.

1. 廠商如未依照契約所定履約期限完成履約標的，自該期限之次日起算逾期日數。

Where the Contractor fails to complete the contractual obligations within the time-limit for contract performance, the number of days exceeding the time-limit for contract performance shall be calculated from the next day thereof.

2. 初驗或驗收有瑕疵，經本中心通知廠商限期改正，自契約所定履約期限之次日起算逾期日數，但扣除以下日數：

Where there are any defects discovered by preliminary inspection or inspection and acceptance, and such have been notified by TFAI for modification within a time-limit, the number of days exceeding the time-limit for contract performance shall be calculated from the next day to the time-limit for contract performance, excluding the days specified below:

(1) 履約期限之次日起，至本中心決定限期改正前歸屬於本中心之作業日數。
From the next day of the time-limit for contract performance, the days which TFAI has spent before determining the time-limit for modification.

(2) 契約或主驗人指定之限期改正日數(本中心得於招標時刪除此部分文字)。
The days for modification specified in the contract or designated by the chief inspector.

3. 前 2 目未完成履約/初驗或驗收有瑕疵之部分不影響其他已完成且無瑕疵部分之使用者(不以本中心已有使用事實為限，亦即本中心可得使用之狀態)，按未完成履約/初驗或驗收有瑕疵部分之契約價金，每日依其 3‰ (由本中心於招標時載明比率；未載明者，為 3‰) 計算逾期違約金，其數額以每日依契約價金總額計算之數額為上限。

Where the portions of uncompleted performance / defective portions of preliminary inspection or inspection and acceptance of the two preceding subparagraph, do not interfere the use of other completed performance / non-defective parts (Not limited to having used by TFAI, that is, the state where can be used by TFAI), the liquidated damages for delay shall apply at 3‰ (to be specified by TFAI in the tender documentation; "3 ‰" shall apply if not specified, and shall not exceed the daily amount calculated based on the total contract price) of the contract price of the portions of uncompleted performance / defective portions of preliminary inspection or inspection and acceptance. The maximum value of such amount shall be limited to the amount calculated based on the total contract price per day.

4. 廠商如有第 8 條第 16 款第 9 目應派員代理而未派相當之勞工代理情形，除扣減該部分契約價金外，另自應派員代理而未派相當之勞工代理之日起算違約日數，違約金依該請假派駐勞工每月薪資___%(由本中心於招標時載明；未載明者，為 20%)，除以___日(由本中心於招標時載明；未載明者，為 30 日)為單價日基準，乘以違約日數。

Where the Contractor is subject to the condition of failure to assign equivalent workers as substitutes according to Subparagraph 16-9 of Article 8, in addition to that a portion of the contract price shall be deducted, for the number of days of default starting from the date when the Contractor fails to assign an equivalent worker as a substitute, liquidated damages shall be further calculated based on ___% (to be specified by TFAI in the tender documentation; if not specified, 20% shall apply) of the monthly salary of the stationed worker taking leave, divided by ___ days (to be specified by TFAI in the tender documentation; if not specified, thirty (30) days shall apply) as the unit price day basis for multiplying by the number of days of default in order to obtain the amount of liquidated damages.

(二)採部分驗收或分期驗收者，得就該部分或該分期之金額計算逾期違約金。

Where the inspection and acceptance in part or by installment is adopted, the amount of liquidated damages for delay may be calculated basing on the contract price of inspected portion.

(三)逾期違約金之支付，本中心得自應付價金中扣抵；其有不足者，得通知廠商繳納或自保證金扣抵。

TFAI may directly deduct the amount of liquidated damages for delay from the contract price payable. Where there is an insufficient amount for deduction, TFAI may notify the Contractor to pay for it or deduct it from the guarantee bond.

(四)逾期違約金為損害賠償額預定性違約金，其總額(含逾期未改正之違約金)以契約價金總額之 20% (由本中心於招標時載明，但不高於 20%；未載明者，為 20%) 為上限，不包括第 8 條第 16 款第 5 目之違約金，亦不計入第 14 條第 10 款第 2 目之賠償責任上限金額內。

The amount of liquidated damages for delay is a pre-set amount of penalty for compensation of damages, and it shall not exceed 20% of the total contract price (to be specified by TFAI in the tender documentation, "20%"shall apply if not specified). The amount of liability for compensation referred to in subparagraph 16-5 of Article 8 shall not be included, and also referred to in subparagraph 10-2 of Article 14 shall not be included in the cap amount.

(五)本中心及廠商因下列天災或事變等不可抗力或不可歸責於契約當事人之事由，致未能依時履約者，得展延履約期限；不能履約者，得免除契約責任：

Where it is due to the following force majeure, such as natural disasters or extreme circumstances, or other circumstances not attributable to the contracting parties, that the contractual time-limit can not be fulfilled; or that the contract can not be fulfilled, the contractual obligations may be exempted, both by TFAI and the Contractor:

1.戰爭、封鎖、革命、叛亂、內亂、暴動或動員。

War, blockade, revolution, insurrection, civil commotion, riot or mobilization.

2.山崩、地震、海嘯、火山爆發、颱風、颶風、豪雨、冰雹、水災、土石流、土崩、地層滑動、雷擊或其他天然災害。

Mountain collapse, earthquake, tsunami, volcanic eruption, typhoon, hurricane,

torrential rain, hail, flood, earth flow, land collapse, landslide, thunder strike or any other natural disaster.

3. 墜機、沉船、交通中斷或道路、港口冰封。

Plane crash, shipwreck, traffic interruption or icing of road or harbor.

4. 罷工、勞資糾紛或民眾非理性之聚眾抗爭。

Strike, dispute between workers and employers or irrational massive public protest.

5. 毒氣、瘟疫、火災或爆炸。

Poisonous gas, plague, fire or explosion.

6. 履約標的遭破壞、竊盜、搶奪、強盜或海盜。

The subject of contract is destroyed, stolen, robbed or met with robbers or pirates.

7. 履約人員遭殺害、傷害、擄人勒贖或不法拘禁。

Personnel responsible for the contract performance are murdered, injured, kidnapped or detained illegally.

8. 水、能源或原料中斷或管制供應。

Water, energy or raw materials is/are interrupted or controlled for its/their supply.

9. 核子反應、核子輻射或放射性污染。

Nuclear reaction, nuclear radiation or radioactive contamination.

10. 非因廠商不法行為所致之政府或本中心依法令下達停工、徵用、沒入、拆毀或禁運命令者。

Suspension of work, commandeering, confiscation, dismantling or embargo ordered by government or TFAI in accordance with relevant government

regulations, which are not attributable to the Contractor's illegal acts.

11. 政府法令之新增或變更。

Any supplement or amendment of government laws and regulations.

12. 我國或外國政府之行為。

Act of government of the Republic of China or foreign countries.

13. 依傳染病防治法第 3 條發生傳染病且足以影響契約之履行時。

Where communicable disease described in Article 3 of the Communicable Disease Control Act occurs and it is sufficient to affect the performance of the contract.

14. 其他經本中心認定確屬不可抗力或不可歸責於廠商者。

Other circumstances approved by TFAI as force majeure.

(六) 前款不可抗力或不可歸責事由發生或結束後，其屬可繼續履約之情形者，應繼續履約，並採行必要措施以降低其所造成之不利影響或損害。

廠商因前款事由而產生履約所需之額外費用者，本中心得視實際情形並依廠商檢附之事證，補償廠商所生損失(但不包含所失利益)，並辦理契約變更。

After the occurrence or the end of the above force majeure or matters not attributable, the party concerned shall continue to perform the contract, if the continuation of the contract performance is possible, in addition, the party concerned shall take all necessary measures to mitigate the adverse effect or damages thereof. If the Contractor incurs additional costs for the performance of the contract due to the reasons in the preceding paragraph, TFAI may compensate the Contractor for the loss (but not including the lost profit) and amend the contract, depending on the actual situation and the evidence attached by the Contractor.

(七) 廠商履約有遲延者，在遲延中，對於因不可抗力而生之損害，亦應負責。但經廠商證明縱不遲延給付，而仍不免發生損害者，不在此限。

In the event of delay of contract performance attributable to the Contractor, the Contractor shall also be responsible for any damages arising from circumstances of force majeure, unless the Contractor can prove that the damages would have been sustained, even if the contract had been performed in due time.

(八)契約訂有分段進度及最後履約期限，且均訂有逾期違約金者，屬分段完成使用或移交之情形，其逾期違約金之計算原則如下：

If the contract has prescribed stages of progress and the overall time-limit of contract performance, and the amount of liquidated damages for delay related thereto, the aforesaid amount by stage of completion for use or transfer to TFAI shall be calculated in the following principles:

1. 未逾分段進度但逾最後履約期限者，扣除已分段完成履約使用或移交部分之金額，計算逾最後履約期限之違約金。

Where there is a delay in the overall time-limit of contract performance but no delay in stages, the amount of liquidated damages for delay will be calculated basing on the delay over the overall time-limit of contract performance after deducting the value of the already completed or transferred stages.

2. 逾分段進度但未逾最後履約期限者，計算逾分段進度之違約金。

Where there is a delay in stages but no delay in the overall time-limit of contract performance, the amount of liquidated damages for delay will be calculated basing on the delayed stage.

3. 逾分段進度且逾最後履約期限者，分別計算違約金。但逾最後履約期限之違約金，應扣除已分段完成履約使用或移交部分之金額計算之。

Where there is a delay in stages and the overall time-limit of contract performance concurrently, the amount of liquidated damages for delay will be separately calculated. However, the amount of liquidated damages for delay in the overall time-limit shall be calculated after deducting the value of the already completed or transferred stages.

4. 分段完成履約期限與其他採購契約之進行有關者，逾分段進度，得個別計算違約金，不受前目但書限制。

Where the time-limit in stages of contract performance is related to the progress of another procurement contract, the amount of liquidated damages for delay may be calculated for each stage without application of the last sentence of the preceding sub-paragraph.

(九)契約訂有分段進度及最後履約期限，且均訂有逾期違約金者，屬全部完成後使用或移交之情形，其逾期違約金之計算原則如下：

If a contract has prescribed stages of progress and the overall time-limit of contract performance, and the amount of liquidated damages for delay related thereto, the aforesaid amount by full completion for use or transfer to TFAI shall be calculated in the following principles:

1、未逾分段進度但逾最後履約期限者，計算逾最後履約期限之違約金。

Where there is a delay in the overall time-limit of contract performance but no delay in stages, the amount of liquidated damages for delay will be calculated basing on the delay over the overall time-limit of contract performance.

2、逾分段進度但未逾最後履約期限，其有逾分段進度已收取之違約金者，於未逾最後履約期限後發還。

Where there is a delay in stages but no delay in the overall time-limit of contract performance, the amount of liquidated damages taken for stage delays shall be returned if the overall time-limit is not exceeded.

3、逾分段進度且逾最後履約期限，其有逾分段進度已收取之違約金者，於計算逾最後履約期限之違約金時應予扣抵。

Where there is a delay in stages and the overall time-limit of contract performance concurrently, the amount of liquidated damages taken for stage delays shall be deducted while calculating the amount of liquidated damages for delay in the overall time-limit.

4、分段完成履約期限與其他採購契約之進行有關者，逾分段進度，得計算違約金，不受第2目及第3目之限制。

Where the time-limit in stages of contract performance is related to the progress of other procurement contracts, the amount of liquidated damages for delay in stage may be calculated without application of sub-paragraph 2 and sub-paragraph 3.

(十)廠商未遵守法令致生履約事故者，由廠商負責。因而遲延履約者，不得據以免責。

For any accidents that occur in contract performance due to the Contractor's violation of laws or regulations, the Contractor shall be responsible for it without holding TFAI liable. Moreover, any delay of contract performance resulting from such violation, the contractual obligations shall not be exempted.

(十一)本條所稱「契約價金總額」為：☐結算驗收證明書所載結算總價，並加計可歸責於廠商之驗收扣款金額；☒原契約總金額（由本中心於招標時勾選；未勾選者，為第1選項）。有契約變更之情形者，雙方得就變更之部分另為協議（例如契約變更新增項目或數量之金額）。

The "total contract price" prescribed in this Article shall be: ☐ the final payment amount specified in the certificate of settlement and acceptance, plus the deducted amount due to causes attributable to the Contractor; ☒ the original contract price (to be specified by TFAI in the tender documentation; the former

shall apply if not specified).Where there is any contract amendments, both parties may negotiate for an agreement on the amended portion(For instance, the amount of value of newly added items or quantities due to contract amendments).

第十四條 權利及責任

Article 14 Rights and Responsibilities

(一)廠商應擔保第三人就履約標的，對於本中心不得主張任何權利。

The Contractor shall guarantee that a third party shall not claim against TFAI any rights on the subject of contract performance.

(二)廠商履約，其有侵害第三人合法權益時，應由廠商負責處理並承擔一切法律責任及費用，包括本中心所發生之費用。本中心並得請求損害賠償。

The Contractor shall be liable for handling and bearing all legal obligations and costs for infringement on the legal rights of a third party in relation to the contract performance, including any cost incurred to TFAI. TFAI may claim for compensation for damages .

(二) 廠商因履行本契約所完成之著作如下：(由本中心視個案履約所完成下列之著作類型，於招標時勾選)

Where contract performance result of the Contractor involves output of Work (a creation that is within a literary, scientific, artistic, or other intellectual domain.) as followings:

(to be specified by TFAI in the tender documentation.)

本案履約標的數位修復成果(影音)，著作權屬於原著作人，或依原著作人授權本中心之著作權利範圍。廠商不為著作人，不享有著作人格權及著作財產權。

The copyright of work results of digital restoration of the contract performance subject (videos), belongs to the original author, or the copyright scope authorized by the original author to TFAI.

- | | | |
|--|---|--|
| 【1】 ☐ 出版品
Publications | 【2】 ☐ 委託研究報告
Commissioned research report | 【3】 ☒ 成果/結案報告書
Work result / Outcome report |
| 【4】 ☐ 影音
Videos | 【5】 ☐ 照片／圖片
Photos | 【6】 ☐ 文創品
Cultural and creative products |
| 【7】 ☐ 手稿／設計稿
Manuscripts / Design drafts | 【8】 ☐ 詞曲創作成品
Finished Lyrics Creatives | |

【9】 ☐ 其他：

Others

(四) 廠商履約結果涉及履約標的所產出之著作權者：

Where contract performance involves copyright:

☐ 1. ~~本中心取得著作財產權授權者：~~

~~Where TFAI acquires copyright authorization:~~

~~依第3款所勾選之 ☐ 全部著作 ☐ 部分著作 _____ (如無須取得全部著作之著作財產權授權，請依個案實際需求，僅填寫須取得授權之部分著作)，取得上述著作之著作財產權授權。~~

~~註：本中心得視個案性質就本契約產出之著作及後續利用情形，未必一律要求著作財產權人授權本中心不限範圍、時間、地域、次數、無償並再授權第三人利用之權利。~~

(1) ~~著作財產權之授權範圍：~~

~~①取得授權之著作財產權：~~

~~☐ 重製權 ☐ 改作權 ☐ 編輯權 ☐ 出租權 ☐ 散布權
☐ 公開展示權 ☐ 公開口述權 ☐ 公開播送權 ☐ 公開上映權
☐ 公開演出權 ☐ 公開傳輸權~~

~~②利用時間：~~

~~☐ 自 ____ 年 ____ 月 ____ 日起至 ____ 年 ____ 月 ____ 日止。
☐ 不限時間。
☐ _____ (自訂期間)~~

~~③利用地域：~~

~~☐ 限地域 _____ (請載明)
☐ 不限地域。~~

~~④利用次數：~~

~~☐ 限次數：_____ (請載明)
☐ 不限次數。~~

~~⑤本中心可否再授權第三人為上述之利用：~~

~~☐ 可再授權。
☐ 不可再授權。~~

~~⑥其他：_____。(所需授權範圍如須依個案性質另為約定者，請載明約定之詳細內容)~~

(2) ~~授權約定條款：~~

~~①廠商係該著作之實際創作人(自然人)者，以廠商為著作人並享有著作財產權，且於著作完成時依前子目約款授權範圍授權本中心利用。~~

~~②廠商非該著作之實際創作人，但享有著作財產權者，於著作完成時依前子目約款授權範圍授權本中心利用，且廠商應於契約約定期限內將著作權歸屬約定書交付本中心收存。~~

~~註：1. 如廠商之受雇者為實際創作人，請參考使用附錄著作權歸屬約定書範本 2-1。~~

~~2. 如廠商之受聘者為實際創作人，請參考使用附錄著作權歸屬約定書範本 2-2、2-3。~~

~~③ 廠商非實際創作人，且未享有著作財產權者，廠商負有依前子目約款授權範圍為本中心取得著作財產權人授權之義務。廠商並應於契約約定期限內將著作權歸屬約定書、著作財產權授權書交付本中心收存。~~

~~註：1. 如廠商之受雇者為著作財產權人，請參考使用附錄著作權歸屬約定書範本 2-1、著作財產權授權書範本 1-1。~~

~~2. 如廠商之受聘者為著作財產權人，請參考使用附錄著作權歸屬約定書範本 2-2、2-3、著作財產權授權書範本 1-1。~~

~~④ 本中心利用履約成果時，除著作人明示不具名外，應以適當方式表示著作人姓名或名稱。「文化藝術工作者及事業著作權保障辦法」第 4 條關於著作人格權規定，依著作利用之目的及方法，於表示顯有困難，或不違反社會使用慣例者，得省略著作人之姓名或名稱。~~

~~註：廠商履約完成之著作如有利用他人著作或講座授課資料，請參考使用附錄著作財產權授權書範本 1-2~1-5。~~

☐ 2. 本中心取得部分著作財產權者：

~~Where TFAI acquires partial economic rights of copyright~~

依第 3 款所勾選之 ☐ 全部著作 ☐ 部分著作 _____ (如無須取得全部著作之部分著作財產權，請依個案實際需求，僅填寫須取得之部分著作)，取得上述著作之部分著作財產權。

(1) 取得著作財產權：

☐ 重製權 ☐ 改作權 ☐ 編輯權 ☐ 出租權 ☐ 散布權
☐ 公開展示權 ☐ 公開口述權 ☐ 公開播送權 ☐ 公開上映權
☐ 公開演出權 ☐ 公開傳輸權

(2) 其他約定同本款第 3 目各子目之規定。

☐ 3. 本中心取得全部著作財產權者：

~~Where TFAI acquires all economic rights of copyright~~

依第 3 款所勾選之 ☐ 全部著作 ☐ 部分著作 _____ (如無須取得全部著作之著作財產權，請依個案實際需求，僅填寫須取得之部分著作)，取得上述著作之著作財產權。

(1) 廠商應以下列方式將著作財產權於著作完成時讓與本中心：

① 廠商係該著作之實際創作人(自然人)者，以廠商為著作人並享有著作人格權，著作財產權歸本中心享有。

② 廠商非該著作之實際創作人，但享有著作財產權者，於著作完成時

~~將著作財產權讓與本中心，廠商並應於契約約定期限內將著作權歸屬約定書交付本中心收存。~~

~~註：1. 如廠商之受雇者為實際創作人，請參考使用附錄著作權歸屬約定書範本 2-1。~~

~~2. 如廠商之受聘者為實際創作人，請參考使用附錄著作權歸屬約定書範本 2-2、2-3。~~

~~③ 廠商非實際創作人，且未享有著作財產權者，廠商負有為本中心取得著作財產權之義務。廠商並應於契約約定期限內將著作權歸屬約定書、著作財產權讓與書交付本中心收存。~~

~~註：1. 如廠商之受雇者為著作財產權人，請參考使用附錄著作權歸屬約定書範本 2-1、著作財產權讓與書範本 3-1。~~

~~2. 如廠商之受聘者為著作財產權人，請參考使用附錄著作權歸屬約定書範本 2-2、2-3、著作財產權讓與書範本 3-2。~~

~~(2) 本中心依本契約取得之著作財產權，於廠商依本契約履約完成者，廠商或該著作之實際創作人得以書面載明授權期間、授權區域、權利範圍、利用目的、方法、授權金或其他回饋計畫等，向本中心申請授權利用。但廠商利用目的、方式或其他授權內容違反本中心訂定採購契約之目的或政策者，本中心得拒絕授權。~~

~~(3) 本中心利用履約成果時，除著作人明示不具名外，應以適當方式表示著作人姓名或名稱。「文化藝術工作者及事業著作權保障辦法」第 4 條關於著作人格權規定，依著作利用之目的及方法，於表示顯有困難，或不違反社會使用慣例者，得省略著作人之姓名或名稱。~~

■ 4. 本中心為著作人，並享有著作人格權及著作財產權：

Where TFAI is the author, and acquires the moral rights and economic rights:

(1) 依第 3 款所勾選之 ☒ 全部著作 ☐ 部分著作 _____ (如無須約定全部著作以本中心為著作人，請依個案實際需求，僅填寫須約定之部分著作)，以本中心為著作人。

For ☒ all the work ☐ partial of the work, of items ticked in subparagraph 3, , TFAI is the author.

(please according to to the actual need to fill in the part of the works, if it is not necessary to agree that TFAI is the author of all the works.)

(2) 本中心依本契約取得之著作財產權，於廠商依本契約履約完成者，廠商或該著作之實際創作人得以書面載明授權期間、授權區域、權利範圍、利用目的、方法、授權金或其他回饋計畫等，向本中心申請授權利用。但廠商利用目的、方式或其他授權內容違反本中心訂定採購契約之目的或政策者，本中心得拒絕授權。

After the Contrator completes the performance of the contract, the Contractor

or the actual creator of the work may specify in writing the authorization period, authorization area, scope of rights, purpose of use, method of use, authorization fee, or other reward plans, etc., for applying the authorization of use of the work from TFAI. However, TFAI may deny authorization, if the purpose, method or other authorized content of use by the Contrator violates the purpose or policy of the contract.

☐5. ~~本中心與廠商為共同著作人：~~

~~TFAI and the Contrator are the co-authors.~~

- ~~(1) 依第 3 款所勾選之 ☐全部著作 ☐部分著作_____ (如無須約定全部著作以本中心與廠商為共同著作人，請依個案實際需求，僅填寫須約定之部分著作)，以本中心與廠商為共同著作人。~~
- ~~(2) 著作財產權享有之比例、授權範圍、後續衍生著作獲利之分攤內容，由本中心於招標時載明；除讓與其應有部分、對第三人為專屬授權及設定質權外，無須徵得他方之同意，即得各自獨立利用著作或授權他人利用。如無其他約定，則就利用之結果，損益各自分擔。~~

6. 本案如有利用他人之著作如音樂、攝影、圖形、視聽、錄音、戲劇、舞蹈、美術、翻譯及其他著作時，廠商應取得該著作之著作財產權人同意其著作於本契約所完成之著作，本中心及本中心授權之人得依本款第 1 目內容為相關利用之約定，廠商並應將上開授權同意書交付本中心

Where the procurement involving other people's works, such as music, photography, graphics, audio-visual, recording, drama, art, translation and other works, the Contrator shall acquire the consent for the use of the work under the contract from the copyright owner. TFAI and the person authorized by TFAI may follow the agreement on the releveant use of subparagraph 4-1. And the Contrator shall sumit the abobe-mentioned authorization agreement to TFAI.

本中心利用履約成果時，除著作人明示不具名外，應以適當方式表示著作人姓名或名稱。

「文化藝術工作者及事業著作權保障辦法」第 4 條關於著作人格權規定，依著作利用之目的及方法，於表示顯有困難，或不違反社會使用慣例者，得省略著作人之姓名或名稱。

When TFAI utilizes the work results of the contract, unless the author is expressly anonymous, it shall indicate the name of the author in an appropriate manner. According to Article 4 of "Regulations Governing Copyright Protection of Cultural and Art Workers and Enterprises ", Where the purpose and method are in line with the author's interests, where display is difficult, or where display deviates from commonly accepted practice, the author's name or appellation may be

omitted.

註：請參考使用附錄著作財產權授權書範本 1-2~1-5。

Remarks: Please refer to the appendix from 1-2 to 1-5 on the template of letter of authority for copyright.

~~7. 廠商履約結果涉及詮釋資料者，如為配合本中心開放資料政策，廠商應提供詮釋資料(metadata)之簡介描述文字、瀏覽小圖及片段影音，並應取得前開詮釋資料之著作財產權，並以非專屬授權方式授權本中心，以不限時間、地域，為重製、改作、編輯、公開傳輸或其他利用方式產出加值衍生物。~~

☐ ~~8. 本案履約成果可供本中心申請商標或專利，如該著作係廠商之受雇人或受聘人所完成，廠商有告知受雇人或受聘人上開情事之義務。廠商應提供或協助本中心取得申請商標或專利所需相關文件檔案，並應約定本中心為商標或專利申請人。~~

~~(五) 廠商履約結果涉及履約標的所產出除著作權以外之智慧財產權(包含專利權、商標權、積體電路電路布局權、營業秘密等)者：~~

☐ ~~本中心取得部分權利(內容由業務單位載明)。~~

☐ ~~本中心取得全部權利。~~

☐ ~~本中心取得授權(內容由業務單位載明)。~~

~~註：此部分僅本中心於採購契約中有要求廠商提出著作權以外之智慧財產權時，方有適用；如果採購契約中並無要求廠商提出專利等智慧財產權時，本款請刪除。~~

(六) 除另有規定外，廠商如在契約使用專利品，或專利性履約方法，或涉及著作權時，其有關之專利及著作權益，概由廠商依照有關法令規定處理，其費用亦由廠商負擔。

Except otherwise specified, if patented articles or methods are used during the contract performance, or if copyright is involved, such patent or copyright issues shall be dealt with by the Contractor in accordance with relevant laws and regulations. The costs arising therefrom shall also be borne by the Contractor.

(七) 本中心及廠商應採取必要之措施，以保障他方免於因契約之履行而遭第三人請求損害賠償。其有致第三人損害者，應由造成損害原因之一方負責賠償。

TFAI and the Contractor shall take necessary measures to protect the counter party from any claims by a third party arising from the contract performance. Any damages caused to the third party shall be borne by the party attributable to such damages.

- (八)本中心對於廠商、分包廠商及其人員因履約所致之人體傷亡或財物損失，不負賠償責任。對於人體傷亡或財物損失之風險，廠商應投保必要之保險。

TFAI shall not be liable for body injury or property loss of the Contractor, the subcontractor and their personnel during the contract performance. The Contractor shall maintain necessary insurance to cover the risks for body injury or property loss.

- (九)廠商依契約規定應履行之責任，不因本中心對於廠商履約事項之審查、認可或核准行為而減少或免除。

The Contractor shall fulfill its obligations in accordance with the Contract. The obligations shall not be reduced or exempted due to acts of the review, acceptance or approval by TFAI.

- (十)因可歸責於一方之事由，致他方遭受損害者，一方應負賠償責任，其認定有爭議者，依照爭議處理條款辦理。

Where either party suffers damages due to circumstances attributed to the other party, the breaching party shall bear the damages. In the event of any dispute over the identification of liabilities for compensation, the terms and conditions of dispute settlement shall apply.

1. 損害賠償之範圍，依民法第 216 條第 1 項規定，以填補他方所受損害及所失利益為限。■但非因故意或重大過失所致之損害，契約雙方所負賠償責任不包括「所失利益」(得由本中心於招標時勾選)。

According to Paragraph 1 of Article 216 of the Civil Code, the compensation shall be limited to the injury actually suffered and the interests which have been lost.

■ Notwithstanding, the damages result from any causes other than intention or material negligence. The liability of damages agreed to be borne by the contracting parties excludes “loss of interest.” (to be specified by TFAI in the tender documentation)

2. 除第 8 條第 16 款第 5 目、第 13 條及第 14 條第 12 款約定之違約金外，損害賠償金額上限為：(本中心欲訂上限者，請於招標時載明)

Except the liquidated damages specified in Item 5 of Subparagraph 16 of Article 8, Article 13 and Subparagraph 12 of Article 14, the maximum amount of liability for compensation is: _____ (to be specified by TFAI in the tender documentation subject to the characteristics and needs case by case; if not specified, it refers to the total contract price): (to be specified by TFAI in the tender documentation)

■ 契約價金總額。

Total contract price.

□ 契約價金總額之__倍。

_____ times the total contract price.

□ 契約價金總額之__%。

_____ % of the total contract price.

□ 固定金額__元。

Fixed price at NT\$_____.

3. 前目訂有損害賠償金額上限者，於法令另有規定(例如民法第 227 條第 2 項之加害給付損害賠償)，或一方故意隱瞞工作之瑕疵、故意或重大過失行為，或對第三人發生侵權行為，對他方所造成之損害賠償，不受賠償金額上限之限制。

Where any cap is set in the preceding Item, and as otherwise provided in laws and regulations (e.g. compensation for other injuries arising therefrom referred to in Paragraph 2 of Article 227 of the Civil Code), or either party hides the defects intentionally, commits intentional act or major negligent conduct, or involves infringement of rights to a third party, the compensation for damages to the other party shall not be limited to the above cap amount.

(十一) 廠商履約有瑕疵時，應於接獲本中心通知後自費予以修正或重做。但以該通知不逾履約結果驗收後 1 年內者為限。其屬部分驗收者，亦同。

In case of defects in the performance of the Contractor, the Contractor shall perform correction or reconstruction on its own cost after receiving a notice from TFAI. In addition, such correction or reconstruction shall not exceed a period of one (1) year after the performance result acceptance. For partial inspection and acceptance, the same requirement shall be applied.

(十二) 本中心依廠商履約結果辦理另案採購，因廠商計算數量錯誤或項目漏列，致該另案採購結算增加金額與減少金額絕對值合計，逾該另案採購契約價金總額 5% 者，應就超過 5% 部分占該另案採購契約價金總額之比率，乘以本契約價金總額計算違約金。但本款累計違約金以本契約價金總額之 10% 為上限。

Where TFAI engages in another additional procurement case according to the performance result of the Contractor, and due to the Contractor's error in the quantity calculation or omission of items, such that the absolute value of the

total of the amount increased or decreased settled for such additional procurement case exceeds 5% of the total contract price of such additional procurement case, then liquidated damages shall be calculated by multiplying the ratio of the excessive 5% portion over the total contract price of the additional procurement case by the total contract price of this contract. When the maximum cumulative amount of liquidated damages described in this Subparagraph shall be limited to 10% of the total contract price of this contract.

~~(十三) 派駐勞工：~~

- ~~1. 廠商保證其派至本中心提供勞務之派駐勞工於本中心工作期間以及本契約終止後，在未取得本中心之書面同意前，不得向任何人、單位或團體透露任何業務上需保密之文件及資料。且廠商保證所派駐勞工於契約終止(或解除)時，應交還本中心所屬財產，及在履約期間所持有之需保密之文件及資料，派駐勞工應於到任當日，將已簽署之保密同意書/保密切結書提交本中心。~~
- ~~2. 前目所稱保密之文件及資料，係指：~~
 - ~~(1) 本中心在業務上定義為密、機密、極機密或絕對機密之一切文件及資料，包括與其業務或研究開發有關之內容。~~
 - ~~(2) 與廠商派至本中心提供勞務之派駐勞工的工作有關，其成果尚不足以對外公布之資料、訊息及文件。~~
 - ~~(3) 依法令須保密或受保護之文件及資料，例如個人資料保護法所規定者。~~
- ~~3. 廠商不得指派本中心首長之配偶及三親等以內血親、姻親，擔任本中心及其所屬本中心之派駐勞工，且不得指派本中心各級單位主管及採購案件採購人員之配偶及三親等以內血親、姻親，擔任各該單位之派駐勞工。如有違反上開迴避進用規定情事，本中心應通知廠商限期改正，並作為違約處罰之事由。~~

(十四) 本中心不得於本契約納列提供本中心使用之公務車輛、提供本中心人員使用之影印機、電腦設備、行動電話(含門號)、傳真機及其他應由本中心人員自備之辦公設施及其耗材。

TFAI shall not list the items of official car provided for TFAI's use, photocopy machine, computer equipment, mobile phones (including telephone numbers), fax machine provided for TFAI's personnel use, or other office facilities and consumables required to be self-equipped by TFAI's personnel in this contract.

第十五條 契約變更及轉讓

Article 15 Amendment and Transfer of the Contract

- (一) 本中心於必要時得於契約所約定之範圍內通知廠商變更契約(含新增項目)，廠商於接獲通知後，除雙方另有協議外，應於 10 日內向本中心提出契約標的、

價金、履約期限、付款期程或其他契約內容須變更之相關文件。契約價金之變更，其底價依國家電影及視聽文化中心採購作業實施規章第 18 條之規定。

TFAI may, within the scope of the contract, notify the Contractor to amend the contract (including new added items) if necessary. Unless otherwise agreed by both parties, the Contractor shall submit documents relating to subject of procurement, price, time-limit of contract performance, payment schedule or other contract matters that require amendment within ____ days (to be specified by TFAI in the tender documentation; "10 days" shall apply if not specified) after receiving the notification. The government estimate for the amendment of contract price shall be set in accordance with Article 18 of Procurement Operation Implementation Regulations of TFAI.

- (二)廠商於本中心接受其所提出須變更之相關文件前，不得自行變更契約。除本中心另有請求者外，廠商不得因前款之通知而遲延其履約期限。

Before TFAI accepts the related amendment documents submitted by the Contractor, the Contractor shall not change the contract by itself. Except otherwise requested by TFAI, the Contractor shall not, because of TFAI's notification of the preceding subparagraph, delay its time-limit of contract performance.

- (三)本中心於接受廠商所提出須變更之事項前即請求廠商先行施作或供應，其後未依原通知辦理契約變更或僅部分辦理者，應補償廠商所增加之必要費用。

If before TFAI accepts the related amendment documents submitted by the Contractor, TFAI asks the Contractor to carry out the work or supply in advance, and afterwards contract amendment is not made in accordance with the original notification, or where only a part is amended, the extra and necessary expenses thus incurred to the Contractor shall be compensated by TFAI.

- (四)契約約定之採購標的，其有下列情形之一者，廠商得敘明理由，檢附效益及價格比較表，徵得本中心書面同意後，以其他效益相同或較優者代之。但不得據以增加契約價金。其因而減省廠商履約費用者，應自契約價金中扣除。

Where there is any one of the following circumstances, the subject of procurement agreed in the contract may be replaced by another one with the same or better specification, function and effectiveness, provided that reasons of replacement and comparisons of specification, function, effectiveness and price submitted by the Contractor have been approved by TFAI in writing. However, it shall not be used as an excuse for increasing the contract price. When such replacement reduces the Contractor's cost of contract performance, it shall be deducted from the contract price.

1. 契約原標示之廠牌或型號不再製造或供應。

The original brand or type number indicated in the contract is no longer manufactured or supplied.

2. 契約原標示之分包廠商不再營業或拒絕供應。

The original subcontractor indicated in the contract is no longer in business or refuses to supply.

3. 因不可抗力原因必須更換。

Replacement is necessary due to force majeure reasons.

4. 較契約原標示者更優或對本中心更有利。

Better than that of the contract or more advantageous to TFAI.

屬前段第 4 目情形，而有增加經費之必要，其經本中心綜合評估其總體效益更有利於本中心者，得不受前段序文但書限制。

For the condition described in the aforementioned Item 4 such that it is necessary to increase the budget, and the overall effect thereof is considered to be more advantageous to the Entity after TFAI's comprehensive evaluation, such increase may be exempted from the restrictions referred to in the aforementioned Preface.

(五) 契約之變更，非經本中心及廠商雙方合意，作成書面紀錄，並簽名或蓋章者，無效。

Any amendment to the contract without a written agreement signed or stamped by both TFAI and the Contractor shall be invalid.

(六) 廠商不得將契約之部分或全部轉讓予他人。但因公司分割或其他類似情形致有轉讓必要，經本中心書面同意轉讓者，不在此限。

The Contractor shall not transfer all or part of the contract to others; however, this shall not apply with written approval from TFAI in the event that there is a need for transfer due to division of a company or similar situation.

廠商依公司法、企業併購法分割，受讓契約之公司（以受讓營業者為限），其資格條件應符合原招標文件規定，且應提出下列文件之一：

Where the Contractor is divided in accordance with Company Act and Business Mergers And Acquisitions Act, the transferee company (limited to the transferee business) shall meet the qualification as specified in the original tender documentation and shall submit one of the following documents:

1. 原訂約廠商分割後存續者，其同意負連帶履行本契約責任之文件；

For the original Contractor surviving after division: documents of agreement by the Contractor to bear joint and several liability for the performance of the contract;

2. 原訂約廠商分割後消滅者，受讓契約公司以外之其他受讓原訂約廠商營業之既存及新設公司同意負連帶履行本契約責任之文件。

For the original Contractor ceasing to exist after division: documents of agreement by the surviving and newly incorporated companies other than the transferee Contractor to bear joint and several liability for the performance of contract.

第十六條 契約終止解除及暫停執行

Article 16 Termination, Rescission or Suspension of Contract

(一) 廠商履約有下列情形之一者，本中心得以書面通知廠商終止契約或解除契約之部分或全部，且不補償廠商因此所生之損失：

In the event of any of the following circumstances for the Contractor's performance, TFAI may notify the Contractor in writing to terminate or rescind a part or all of the contract, and no compensation shall be paid to the Contractor for losses thus incurred:

1. 違反採購法第 39 條第 2 項或第 3 項規定之專案管理廠商。

Where the project management Contractor violates the provision of Paragraph 2 or Paragraph 3 of Article 39 of the Government Procurement Act.

2. 有採購法第 50 條第 2 項前段規定之情形者。

Where there is a circumstance specified in the first section of paragraph 2 of Article 50 of Government Procurement Act.

3. 有採購法第 59 條規定得終止或解除契約之情形者。

Where there is a circumstance that the contract may be terminated or rescinded pursuant to Article 59 of Government Procurement Act.

4. 違反不得轉包之規定者。

Where the Contractor is in breach of the stipulation by assigning the contract to others.

5. 廠商或其人員犯採購法第 87 條至第 92 條規定之罪，經判決有罪確定者。
定者。

Where the Contractor or its employee has committed any of the offenses prescribed in Article 87 to Article 92 of Government Procurement Act, and a final guilty verdict has been entered.

6. 因可歸責於廠商之事由，致延誤履約期限，有下列情形者（由本中心於招標時勾選；未勾選者，為第 1 選項）：

Where the time-limit for contract performance is delayed due to causes attributable to the Contractor: ((to be selected by the Entity in the tender documentation; if none is selected, it refers to Option I):

- 履約進度落後 20%(由本中心於招標時載明，未載明者為 20%)以上，且日數達十日以上。

The progress of contract performance behind schedule by **20%** (to be specified by the Contractor in the tender documentation; if not specified, 20% shall apply), and for more than ten (10) days.

百分比之計算方式：

Calculation by percentage:

- (1)屬尚未完成履約而進度落後已達百分比者，本中心應先通知廠商限期改善。屆期未改善者，如本中心訂有履約進度計算方式，其通知限期改善當日及期限末日之履約進度落後百分比，分別以各該日實際進度與本中心核定之預定進度百分比之差值計算；如本中心未訂有履約進度計算方式，依逾期日數計算之。

Where the pending contract performance is behind schedule by a certain percentage, TFAI shall notify the Contractor to correct it within the specific deadline at first. Where the same remains uncorrected upon expiration of the deadline and TFAI sets the calculation of progress for contract performance, the progress behind schedule by percentage on the same day of the notice for correction and last day of the deadline for correction shall be the deviation by percentage between the actual progress on the respective dates and scheduled progress authorized by TFAI for the same dates. Where no calculation of the progress by percentage is set by TFAI, it shall be based on the number of overdue days.

- (2)屬已完成履約而逾履約期限，或逾最後履約期限尚未完成履約者，依

逾期日數計算之。

Where the contract performance is fulfilled beyond the deadline for contract performance, or has not yet been fulfilled upon expiration of the deadline for contract performance, it shall be based on the number of overdue days.

☐其他：_____。

Others:

7. 偽造或變造契約或履約相關文件，經查明屬實者。

Where the Contractor forges or alters documents related to contracting, or contract performance without authorization, and such violation has been verified to be true.

8. 擅自減省工料情節重大者。

Where the Contractor has substantially reduced the work or materials without obtaining a prior approval.

9. 無正當理由而不履行契約者。

Where the Contractor refuses to execute the contract without due cause.

10. 審查、查驗或驗收不合格，且未於通知期限內依規定辦理者。

Where a review, examination, inspection or acceptance procedure indicates any defect against the contractual requirements, and the Contractor fails to rectify the defect in the time-limit specified in TFAL's notification.

11. 有破產或其他重大情事，致無法繼續履約者。

Where the Contractor's bankruptcy or other serious matters make the Contractor incapable of continuing performance of the contract.

12. 廠商未依契約規定履約，自接獲本中心書面通知之次日起 10 日內或書面通知所載較長期限內，仍未改善者。

Where the Contractor has not performed according to the contractual requirements and has not completed the required rectification within 10 days from the next day of receiving TFAL's written notice or within any longer time-limit specified in such notice.

13. 違反本契約第 8 條第 16 款第 1 目、第 2 目第 1 子目及第 2 子目、第 17 款

第 3 目第 1 子目（適用勾選本子目選項者）至第 3 子目、第 21 款及第 14 條第 16 款第 3 目情形之一，經本中心通知改正而未改正，情節重大者。

Where the Contractor violates one of the conditions described in Subparagraph 16-1, Sub-item 1 and 2 of subparagraph 16-2, Sub-item 1 of Subparagraph 17-1, 17-2, 17-3 (applicable when this Sub-item is selected), Subparagraph 21, of Article 8. And subparagraph 16-3 of Article 14, of this contract, no correction is made after the notice for correction from the Entity, and such violation is considered to be major.

14. 違反環境保護或職業安全衛生等有關法令，情節重大者。

Where the Contractor is seriously in breach of the laws or regulations related to environmental protection or occupational safety and health.

15. 違反法令或其他契約約定之情形，情節重大者。

Where the Contractor is seriously in breach of the laws, regulations or other provisions of the contract.

(二) 本中心未依前款規定通知廠商終止或解除契約者，廠商仍應依契約規定繼續履約。

The Contractor shall still continue to execute the contract in accordance with the contractual requirements in case that TFAI has not notified the Contractor a termination or rescission of the contract in accordance with the preceding subparagraph.

(三) 契約經依第 1 款規定或因可歸責於廠商之事由致終止或解除者，本中心得依其所認定之適當方式，自行或洽其他廠商完成被終止或解除之契約；其所增加之費用及損失，由廠商負擔。無洽其他廠商完成之必要者，得扣減或追償契約價金，不發還保證金。本中心有損失者亦同。

Where the contract is terminated or rescinded due to a cause for which the Contractor is attributable to or the stipulation as specified in subparagraph 1 of this Article, TFAI may, in an appropriate manner approved by TFAI, complete the contract performance either by itself or by hiring another supplier. Any extra expenses and loss thus incurred shall be borne by the Contractor. Where it is not necessary to complete the contract performance by hiring another supplier, TFAI may deduct or claim against the contract price as well as not to release the guarantee bond. The same shall also apply if TFAI has any loss thus incurred.

(四) 契約因政策變更，廠商依契約繼續履行反而不符公共利益者，本中心得報經上級機關核准，終止或解除部分或全部契約，並補償廠商因此所生之損失。但不

包含所失利益。

When the Contractor's continuous performance of the contract is against the public interest due to policy change, TFAI may terminate or rescind all or part of the contract after acquiring approval from its superior Entity, and negotiate with the Contractor on the compensation for losses thus incurred, excluding the loss of profit.

- (五)依前款規定終止契約者，廠商於接獲本中心通知前已完成且可使用之履約標的，依契約價金給付；僅部分完成尚未能使用之履約標的，本中心得擇下列方式之一洽廠商為之：

When the contract is terminated in accordance with the provision of the preceding subparagraph, the payment for the subject of contract completed by the Contractor before receiving notification of TFAI shall be paid according to the contract price provided that it is usable. TFAI may choose one of the following means to deal with the Contractor when only part of the subject of contract is completed and the part is not usable yet:

1. 繼續予以完成，依契約價金給付。

Complete the part by continuous performance and pay the part according to contract price.

2. 停止製造、供應或施作。但給付廠商已發生之製造、供應或施作費用及合理之利潤。

Halting of manufacturing, supply or work, and pay for the expenses of manufacturing, supply or work already incurred and reasonable profits.

- (六)非因政策變更且非可歸責於廠商事由（例如不可抗力之事由所致）而有終止或解除契約必要者，準用前 2 款規定。

Where it is necessary that TFAI terminates or rescinds the contract (such as but not limited to force majeure matters), not due to policy change, the preceding two subparagraphs shall apply mutatis mutandis to such termination or recession.

- (七)廠商未依契約規定履約者，本中心得隨時通知廠商部分或全部暫停執行，至情況改正後方准恢復履約。廠商不得就暫停執行請求延長履約期限或增加契約價金。

TFAI may notify the Contractor at any time to suspend the progress of a part or all of the contract until improvement and approval to resume contract performance when the Contractor doesn't perform the contract in accordance with the provisions of the contract. The Contractor shall not request for an extension to the

time-limit of contract performance or an increase in the contract price due to such suspension.

(八)因可歸責於之情形，本中心通知廠商部分或全部暫停：

TFAI notifies the Contractor to suspend the progress of a part or the whole contract for reasons not attributable to the Contractor:

1. 暫停執行期間累計逾 2 個月（由本中心於招標時合理訂定，如未填寫，則為 2 個月）者，本中心應先支付已完成履約部分之價金。

If the cumulative suspension period exceeds 2 month(s) (to be specified by TFAI reasonably in the tender documentation, "2 months" will apply, if not specified), TFAI shall pay the price pay the price amount for the part of contract performance already completed in advance.

2. 暫停執行期間累計逾 6 個月（由本中心於招標時合理訂定，如未填寫，則為 6 個月）者，廠商得通知本中心終止或解除部分或全部契約，並得向本中心請求賠償因契約終止或解除而生之損害。因可歸責於本中心之情形無法開始履約者，亦同。

If the cumulative suspension period exceeds 6 month(s) (to be specified by TFAI reasonably in the tender documentation, "6 months" will apply, if not specified), the Contractor may notify TFAI to terminate or rescind the contract in whole or in part, and may claim against TFAI for damages arising from termination or rescission of the contract. The same shall also apply in the circumstances in which contract performance is not commenced due to causes attributable to TFAI.

(九)廠商履約不得對本契約採購案任何人要求、期約、收受或給予賄賂、佣金、比例金、仲介費、後謝金、回扣、餽贈、招待或其他不正利益。分包廠商亦同。違反約定者，本中心得終止或解除契約，並將 2 倍之不正利益自契約價款中扣除。未能扣除者，通知廠商限期給付之。

The Contractor shall not demand, agree to accept, accept or provide a bribe, commission, percentage, brokerage, kickback, rebate, gift, treat or other improper benefit from/to any person of the contract. The same shall also apply to the subcontractors. In the event of breach of the above, TFAI may terminate or rescind the contract, or deduct two (2) times improper benefits from the contract price. In the event of failure to deduct from the contract amount, TFAI shall notify the supplier to pay it within a deadline.

(十)本契約終止時，自終止之日起，雙方之權利義務即消滅。契約解除時，溯及契

約生效日消滅。雙方並互負相關之保密義務。

When the contract is terminated, all rights and obligations of both parties shall likewise be eliminated from the date of termination of the contract. When the contract is rescinded, such rights and obligations shall be eliminated from the effective date of the contract. However, both parties shall bear the obligation of confidentiality.

(十一)因可歸責於本中心之事由，本中心有延遲付款之情形：

When the payment is delayed by TFAI due to causes attributable to TFAI:

1. 廠商得向本中心請求加計年息__%(由本中心於招標時合理訂定，如未填寫，則依簽約日中華郵政股份有限公司牌告一年期郵政定期儲金機動利率)之遲延利息。

The Contractor may request for interest at ____ % annual rate of (to be specified by TFAI reasonably in the tender documentation; “the floating rate of 1-year term certificate of deposit posted by Chunghwa Post Co., Ltd. on the day that TFAI signs the contract” will apply, if not specified) as late payment interest.

2. 延遲付款達 3 個月 (由本中心於招標時合理訂定，如未填寫，則為 3 個月)者，廠商得通知本中心終止或解除部分或全部契約。

If a payment has been delayed for 3 month(s) (to be specified by TFAI reasonably in the tender documentation; “3 months” will apply, if not specified), the Contractor may notify TFAI to terminate or rescind the contract in whole or in part

(十二)除契約另有約定外，履行契約需本中心之行為始能完成，因可歸責於本中心之事由而本中心不為其行為時，廠商得定相當期限催告本中心為之。本中心不於前述期限內為其行為者，廠商得通知本中心終止或解除契約。

Unless otherwise specified in the contract, where the completion of contract performance requires specific actions by TFAI and TFAI does not fulfill such actions, the Contractor may request TFAI to fulfill such actions before a certain deadline. Where TFAI fails to fulfill such action within the deadline, the Contractor may notify TFAI to terminate or rescind of the contract in whole or in part.

(十三)因契約約定不可抗力之事由，致全部契約暫停執行，暫停執行期間持續逾 3 個月 (由本中心於招標時合理訂定，如未填寫，則為 3 個月)或累計逾 6 個月 (由本中心於招標時合理訂定，如未填寫，則為 6 個月)者，契約之一方得通知他方終止或解除契約。

Where temporary suspension of the contract in whole is due to force majeure

prescribed in the contract, and the suspension period has continued for more than 3 month(s) (to be specified by TFAI reasonably in the tender documentation; “3 months” will apply, if not specified), or the cumulative suspension period exceeds 6 month(s) (to be specified by TFAI reasonably in the tender documentation; “6 months” will apply, if not specified), either party to the contract may notify the other party to terminate or rescind the contract.

第十七條 爭議處理

Article 17 Dispute Settlement

(一) 本中心與廠商因履約而生爭議者，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。其未能達成協議者，得以下列方式處理之：

Where there is a contractual dispute between TFAI and the Contractor, they shall honestly, sincerely and harmoniously work out a solution basing on the provisions of laws, regulations, and the contract, and taking into account the public interests, fairness, and reasonableness. Any of following means may be used if they are unable to resolve the dispute through negotiation:

1. 經契約雙方同意並立訂仲裁協議書後，依本契約約定及仲裁法規定提付仲裁。

Refer to arbitration pursuant to the contract and the Arbitration Law where both parties agree and enter into an arbitration agreement.

2. 提起民事訴訟。

Refer to civil litigation.

3. 依其他法律申(聲)請調解。

Refer to mediation according to other laws and regulations.

4. 契約雙方合意成立爭議處理小組協調爭議。

Both parties agree to establish a dispute settlement team to negotiate for the dispute.

5. 依契約或雙方合意之其他方式處理。

Refer to other means provided herein or agreed by both parties.

(二) 依前款第 1 目提付仲裁者，約定如下：

While refer to arbitration pursuant to subparagraph 1 of the preceding

paragraph, the parties agree as follows:

1. 由本中心於招標文件及契約預先載明仲裁機構。其未載明者，由契約雙方協議擇定仲裁機構。如未能獲致協議，由本中心指定仲裁機構。上開仲裁機構，除契約雙方另有協議外，應為合法設立之國內仲裁機構。

The arbitration institution is specified by TFAI in the tender documentation and the contract in advance. If not specified, the arbitration institution will be designated as agreed by both parties. If an agreement is not reached, the arbitration institution will be designated by TFAI. The aforementioned arbitration institution, unless otherwise agreed by both parties, shall be a domestic arbitration institution legally established.

2. 仲裁人之選定：

Designation of arbitrators:

- (1) 當事人雙方應於一方收受他方提付仲裁之通知之次日起 14 日內，各自從指定之仲裁機構之仲裁人名冊或其他具有仲裁人資格者，分別提出 10 位以上(含本數)之名單，交予對方。

Each party shall, within 14 days from the next day of receiving the notice of referring to arbitration from the other party, provide a list of ten or more nominees for arbitrator based on the roster of arbitrators of the designated arbitration institution or any other person qualified as an arbitrator, and submit such list to the other party.

- (2) 當事人之一方應於收受他方提出名單之次日起 14 日內，自該名單內選出 1 位仲裁人，作為他方選定之仲裁人。

Each party shall, within 14 days from the next day of receiving the abovementioned list from the other party, appoint one arbitrator from such list as the appointed arbitrator for the other party.

- (3) 當事人之一方未依(1)提出名單者，他方得從指定之仲裁機構之仲裁人名冊或其他具有仲裁人資格者，逕行代為選定 1 位仲裁人。

If a party fails to submit the list according to the above 2(1), the other party may appoint one arbitrator for such party from the roster of arbitrators of the designated arbitration institution or any other person qualified as an arbitrator.

- (4) 當事人之一方未依(2)自名單內選出仲裁人，作為他方選定之仲裁人者，他方得聲請 ☐ 法院；☒ 指定之仲裁機構（由本中心於招標時勾選；未勾選者，為指定之仲裁機構）代為自該名單內選定 1 位仲裁人。

If a party fails to appoint an arbitrator from the list submitted by the other party according to the above 2(2), the other party may apply to ☐ the court; ☒ the designated arbitration institution (to be specified by TFAI in the tender documentation; “the designated arbitration institution” shall apply if not specified) to appoint one arbitrator from such list.

3. 主任仲裁人之選定：

Selection of the chair of the arbitral tribunal:

- (1) 二位仲裁人經選定之次日起 30 日內，由☐雙方共推；☒雙方選定之仲裁人共推（由本中心於招標時勾選）第三仲裁人為主任仲裁人。

Within 30 days from the next day of the date of appointment of two arbitrators for both parties, ☐ both parties; ☒ the two arbitrators shall jointly appoint (to be specified by TFAI in the tender documentation) a third arbitrator as the chair of the arbitral tribunal.

- (2) 未能依(1)共推主任仲裁人者，當事人得聲請☐法院；☒指定之仲裁機構（由本中心於招標時勾選；未勾選者，為指定之仲裁機構）為之選定。

If the chair of the arbitral tribunal is not appointed according to the above 3(1), the parties may apply to ☐ the court ☒ the designated arbitration institution (to be specified by TFAI in the tender documentation; “the designated arbitration institution” shall apply if not specified) to appoint on behalf of the parties.

4. 以☒本中心所在地；☐其他：_____為仲裁地（由本中心於招標時載明；未載明者，為本中心所在地）。

The place of arbitration shall be ☒ the location of TFAI; ☐ Other: _____ (to be specified by TFAI in the tender documentation; “the location of TFAI” shall apply if not specified).

5. 除契約雙方另有協議外，仲裁程序應公開之，仲裁判斷書雙方均得公開，並同意仲裁機構公開於其網站。

Unless otherwise agreed by both parties, the arbitral proceedings shall be made in public, each party may publicize the arbitral award, and may agree that the arbitration institution publishes it on its website.

6. 仲裁程序應使用☒國語及中文正體字；☐其他語文：_____。（由本中心於招標時載明；未載明者，為國語及中文正體字）

The language used in the arbitral proceedings shall be ☒ Mandarin and traditional Chinese characters; ☐ other language: _____. (to be specified by TFAI in the tender documentation; “Mandarin and Chinese traditional characters” shall apply if not specified.)

7. 本中心 ☐ 同意；☒ 不同意（由本中心於招標時勾選；未勾選者，為不同意）
仲裁庭適用衡平原則為判斷。

TFAI ☐ agrees; ☒ disagrees (to be specified by TFAI in the tender documentation; “disagrees” shall apply if not specified) that the arbitral tribunal applies the rules of equity for its arbitral award.

8. 仲裁判斷書應記載事實及理由。

The arbitral award shall specify facts and reasons.

- (三) 依第 1 款第 4 目成立爭議處理小組者，約定如下：

Establish the dispute settlement team referred to, upon the following terms and conditions:

1. 爭議處理小組於爭議發生時成立，得為常設性，或於爭議作成決議後解散。
The dispute settlement team shall be established upon occurrence of any dispute, which may be established permanently or dissolved upon settlement of the dispute.

2. 爭議處理小組委員之選定：

Selection of the dispute settlement team members:

- (1) 當事人雙方應於協議成立爭議處理小組之次日起 10 日內，各自提出 5 位以上(含本數)之名單，交予對方。

Either party shall present its name list of five (5) members or more to the other party within ten (10) days from the next day of agreeing to establish the dispute settlement team.

- (2) 當事人之一方應於收受他方提出名單之次日起 10 日內，自該名單內選出 1 位作為委員。

Each party shall, within ten (10) days from the next day of receiving said list from the other party, appoint one (1) member from such list.

- (3) 當事人之一方未依(1)提出名單者，為無法合意成立爭議處理小組。

Either party's failure to present the name list referred to in Sub-item (1) shall result in the failure to reach an agreement on the establishment of the dispute

settlement team.

(4)當事人之一方未能依(2)自名單內選出委員，且他方不願變更名單者，為無法合意成立爭議處理小組。

Either party's failure to select the member from the name list in accordance with Sub-item (2) and the other party's unwillingness to change the name list shall result in the failure to reach an agreement on the establishment of the dispute settlement team.

3. 爭議處理小組召集委員之選定：

Selection of the convener of the dispute settlement team:

(1)二位委員經選定之次日起 10 日內，由雙方或雙方選定之委員自前目(1)名單中共推 1 人作為召集委員。

Within ten (10) days following the day after the two members are selected, both parties or the members selected by both parties shall jointly designate one person from the list of Sub-item 1 of the preceding Item as the convener.

(2)未能依(1)共推召集委員者，為無法合意成立爭議處理小組。

If the convener is not jointly designated in accordance with the preceding Sub-item, the dispute settlement team cannot be established.

4. 當事人之一方得就爭議事項，以書面通知爭議處理小組召集委員，請求小組協調及作成決議，並將繕本送達他方。該書面通知應包括爭議標的、爭議事實及參考資料、建議解決方案。他方應於收受通知之次日起 14 日內提出書面回應及建議解決方案，並將繕本送達他方。

Either party may notify the dispute settlement team convener in writing to have the settlement dispute team negotiate and resolve the dispute and serve a duplicate of the written notice to the other party. The written notice shall contain the subject in dispute, fact in dispute and reference information, and suggested resolution. The other party shall submit a written response and propose resolutions within fourteen (14) days from the next day after receiving said notice, and send a copy thereof to the other party.

5. 爭議處理小組會議：

Dispute settlement team meeting:

(1)召集委員應於收受協調請求之次日起 30 日內召開會議，並擔任主席。委員應親自出席會議，獨立、公正處理爭議，並保守秘密。

The convener shall, within thirty (30) days from the next day of receiving the

request, convene a meeting and act as the chairperson. All members shall attend the meeting in person, resolve the dispute independently and fairly, and keep it secret.

- (2) 會議應通知當事人到場陳述意見，並得視需要邀請專家、學者或其他必要人員列席，會議之過程應作成書面紀錄。

The meeting shall notify concerned parties to appear at the session to present their opinions; if necessary, scholars and experts or other necessary personnel may be invited to attend the meeting. Written minutes should be kept of the process of the meeting.

- (3) 小組應於收受協調請求之次日起 90 日內作成合理之決議，並以書面通知雙方。

The team shall, within ninety (90) days from the next day after receiving the request of mediation and notify both parties in writing.

6. 爭議處理小組委員應迴避之事由，參照採購申訴審議委員會組織準則第 13 條規定。委員因迴避或其他事由出缺者，依第 2 目、第 3 目辦理。

Reasons for the withdrawal of members of the dispute settlement team are referred to in Article 13 of the Organizational Guide for the Complaint Review Board of Government Procurement. If any member is absent due to rescual or any other causes, the requirements referred to in Item 2 and Item 3 shall apply.

7. 爭議處理小組就爭議所為之決議，除任一方於收受決議後 14 日內以書面向召集委員及他方表示異議外，視為協調成立，有契約之拘束力。惟涉及改變契約內容者，雙方應先辦理契約變更。如有爭議，得再循爭議處理程序辦理。

The dispute settlement team's decision on the dispute is deemed becoming final and binding if no objection has been raised by either party to the convener and the other party in writing within fourteen (14) days after receiving the decision. However, if it involves changing the content of the contract, both parties should first change the contract. In case of disputes, it shall follow the dispute handling procedures.

8. 爭議事項經一方請求協調，爭議處理小組未能依第 5 目或當事人協議之期限召開會議或作成決議，或任一方於收受決議後 14 日內以書面表示異議者，協調不成立，雙方得依第 1 款所定其他方式辦理。

If a dispute is requested to be mediated by either party, and the dispute settlement team fails to hold a meeting or make a decision pursuant to Item 5 or within an agreed time limit reached by both parties; or if either party raises its objection in writing within fourteen (14) days upon receipt of the decision, the

mediation shall not be deemed successful. Then both parties shall apply the other measures in accordance with Subparagraph 1.

9. 爭議處理小組運作所需經費，由契約雙方平均負擔。

The funds required for the operation of the dispute settlement team shall be equally shared by both parties to the contract.

10. 本款所定期限及其他必要事項，得由雙方另行協議。

The deadline and other necessary matters set forth in this Subparagraph may be agreed upon elsewhere by both parties.

(四) 履約爭議發生後，履約事項之處理原則如下：

After the occurrence of a contractual dispute, the following principles shall apply to the fulfillment of contract:

1. 與爭議無關或不受影響之部分應繼續履約。但經本中心同意無須履約者不在此限。

The fulfillment of unrelated or unaffected parts of the contract shall be continued unless otherwise agreed by TFAI.

2. 廠商因爭議而暫停履約，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。

Where the Contractor temporarily suspends the performance of the contract due to dispute, and such dispute is deemed to be unreasonable on the part of the Contractor after reviewing the causes related thereto, the Contractor shall not request for an extension to the time-limit of contract performance or the exemption of contractual obligations for the part of the contract that is suspended.

(五) 本契約以中華民國法律為準據法，並以臺灣臺北地方法院為第一審管轄法院。

This contract is governed by the laws of the Republic of China. In the event of litigation, the court of first instance shall be Taiwan Taipei District Court.

第十八條 其他

Article 18 Miscellaneous

- (一) 廠商對於履約所僱用之人員，不得有歧視性別、原住民、身心障礙或弱勢團體人士之情事。

In hiring employees for the contract performance, the Contractor shall not discriminate women, aborigines or personnel of disadvantaged groups.

- (二)廠商履約時不得僱用本中心之人員或受本中心委託辦理契約事項之機構之人員。

The Contractor shall not hire TFAI's employees or the personnel of the institution entrusted by TFAI to execute the contractual matters related thereto during the performance of the contract.

- (三)廠商授權之代表應通曉中文或本中心同意之其他語文。未通曉者，廠商應備翻譯人員。

The authorized representative of the Contractor shall be fluent in Chinese or other language agreed by TFAI. Where such representative does not possess such proficiency, the Contractor shall be obliged to employ an interpreter.

- (四)本中心與廠商間之履約事項，其涉及國際運輸或信用狀等事項，契約未予載明者，依國際貿易慣例。

Where performance matters between TFAI and the Contractor involve international transportation or Letter of Credit which are not specified herein, the pertaining practices of international trade shall govern.

- (五)本中心及廠商於履約期間應分別指定授權代表，為履約期間雙方協調與契約有關事項之代表人。

TFAI and the Contractor shall each designate one person as its authorized representative during the period of contract performance for coordination and contract matters.

- (六)本契約未載明之事項，依採購法及民法等相關法令。

For any matters not provided for in this contract, Government Procurement Act, the Civil Code, and other relevant laws and regulations shall apply.

立合約書人

Acknowledged and Agreed by:

本 中 心：國家電影及視聽文化中心

TFAI: Taiwan Film & Audiovisual Institute

代 表 人：董事長 藍祖蔚

Representative:

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廠 商：

Contractor:

負 責 人：

Responsible person:

地 址：

Address:

電 話：

Phone Number:

傳 真：

Fax Number:

統 一 編 號：

中 華 民 國

年

月

日

Date: MM/DD/YYYY