

國家電影及視聽文化中心
「2024 年臺灣經典電影數位修復 I」藝文採購案
勞務採購契約書

Taiwan Film and Audiovisual Institute
“Digital Restoration of Taiwan Classical Films I in 2024”
Contract for Service Procurement

(112.11.24 版本) (Nov. 24, 2023 Version)

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 and Audiovisual Institute (hereinafter referred to as the Institute) and the successful tenderer (hereinafter referred to as the Contractor) mutually agree to establish this contract in accordance with the regulations set forth by its responsible entity. Both parties shall comply with the terms outlined below:

第一條 契約文件及效力

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 provisions of contract and instructions to tenderers contained in the tender documentation shall prevail over the additional provisions of other documents, except otherwise specified.

- 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 our Institute 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 our Institute 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 our Institute.

- 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 the Institute.

- 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 the Act.

(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 the Institute 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. The Institute 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、廠商及相關機關、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 the Institute and the Contractor. Each party shall, in accordance with stamp tax, attach tax stamp on the original contract. 4 (to be specified) copies of the duplicate copy of contract shall be kept by the Institute, 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 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)：

執行本中心指定之 4 部臺灣電影片數位修復，片名為《寂寞的十七歲》、《今天不回家》、《再見阿郎》及《再會十七歲》。工作項目包括影像修復、聲音修復、調光、輸出及數位修復成果報告等（詳如需求

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。

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

Perform the digital restoration of four Taiwan's Classical films assigned by TFAI, titled "Lonely Seventeen", "Accidental Trio", "Goodbye Darling", "Goodbye Seventeen". The work items include image restoration, sound restoration, color grading, film output, the writing of work result report, etc. (details in "Statement of Requirements"), both parties shall faithfully adhere to the terms of the contract, and relevant attachments shall be considered 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 35mm 膠卷數位掃描檔案及其儲存硬碟。

Matters to be conducted by the Institute (to be specified by the Institute in the tender documentation, optional): Provide hard drives with the digitized files of four 35mm films of this project.

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○佰○拾○萬○仟○佰○拾○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 for this procurement is ___New Taiwan Dollars (NTD). The contract price may be paid by the following methods (To be selected by the Institute based on the specific case during bidding)

總包價法。Lump-Sum Price Method.

預計採核實支付之費用_____元(由本中心於決標後填寫)。

Estimated verified payment expenses: _____ yuan (to be filled in by the Institute after the award).

單價計算法。Unit Price Calculation Method.

服務成本加公費法。Service Cost plus Public Expense 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。

Cost of Service plus Public Expense Method Service Fee: [Currency Amount] (to be completed by the Institute following the tender award),

encompassing direct expenses (such as direct salaries, management fees, and other specified costs during the bidding process), along with public fees and business taxes.

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%。

Public expense is a predetermined amount of [Currency Amount] (to be specified by the Institute after the bidding). It may not be increased based on a specific percentage of the direct salary and management fee. Additionally, the total public expense shall not exceed 25% of the overall amount, calculated as the direct salary minus non-recurring bonuses, in conjunction with 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。

The Contractor is required to record all expenses and submit relevant receipts. The Institute is also entitled to conduct on-site audits at the Contractor's premises.

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 cost reaches (the upper limit, to be filled in by the Institute after bidding), the Contractor may not continue performance without the consent of the Institute.

- 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 payment method. Monthly salaries are calculated based on the contract's specified staff monthly salary. When the actual performance cost reaches _____ (the upper limit, to be filled in by the Institute after bidding), the Contractor may not continue performance without the consent of the Institute.

- 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 Compensation Method: Daily salaries are calculated according to the contract's specified daily salary for staff. Should the actual performance cost reach _____ (the specified upper limit, to be filled in by the Institute after the bidding), the Contractor is not allowed to continue performance without the

Institute's consent.

- 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 Compensation Method: Hourly salaries are determined by the contract's specified hourly salary for staff. If the actual performance cost reaches (the specified upper limit, to be filled in by the Institute after the bidding), the Contractor must discontinue performance unless expressly permitted by the Institute.

- 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 must provide a year-end bonus to dispatched labor and cover the associated supplementary premium. This cost will be separately disbursed by the Institute to the Contractor. However, if the year-end bonus and supplementary premium are explicitly detailed as items and included in the contract price, they are exempt from this provision. The year-end bonus must be accurately remitted to dispatched labor and equals __ months' salary (as specified by the Institute during the bidding process). For those with less than 1 year of service, the bonus will be proportionally calculated based on the months of service at the Institute. Remittance is required by __ (specified by the Institute during the bidding process; if not specified, it is the last day of the contract period). For example, if the Institute's contract specifies a year-end bonus equivalent to 1 month's salary, and for an employee with less than 1 year of service, the bonus is prorated based on the months of service at the Institute. Payment must be made to those still in service on __ (specified by the Institute

during the bidding process). For instance, if Employee A, dispatched on June 15, 107, resigns before December 15, 107, the year-end bonus will not be issued. If Employee B, dispatched on June 20, 107, continues to work until the contract period ends on December 31, 107, the year-end bonus will be prorated based on 7/12 of 1 month's salary for the months worked from June 20 to December 15.

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 the Institute 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 the Institute, the contract price will be reduced by 20 % (to be specified by the Institute in the tender documentation) of the price of the non-conformity item. Moreover, a penalty of 100 % (to be specified by the Institute 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，未列入標價清單或經費詳細表之項目或數量，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、公定或管制價格或費率之變更。

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 the Institute, 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 price (to be specified by the Institute in the tender documentation, and the limit shall be set at no less than twenty percent of the total contract amount.). The terms of payment are as follows: _____ (to be specified by the Institute in the tender documentation).

- 提供預付款還款保證。Provide a guarantee for advance payment repayment.
- 免提供預付款還款保證。Provide a guarantee for advance payment repayment.

- (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 the Institute in the tender documentation) after signing the contract by both parties, and the Institute'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. The Institute 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 the Institute 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 the Institute in the tender documentation), and the payment terms for each installment is as follows:

A. 第 1 期款

First Installment

於決標日起，30 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；並且於 113 年 9 月 2 日前(包含)，完成並提送第 2 期工作成果，經本中心審查通過後 (包含修正後工作成果確認)，支付總契約金額 50%，新臺幣○佰○拾○萬○仟○佰○拾○元整(含稅)。
TFAI will pay 50% of the total contract amount, NTS ○,○○○,○○○(tax included), AFTER the Contractor completes and delivers the First Work Result within 30 calendar days from the date of the tender awarded, and gets TFAI's review approval; AND completes and delivers the Second Work Result by September 2, 2024 (inclusive), and getting TFAI's review approval (including confirmation of revised work results).

B. 第 2 期款

Second Installment

於 113 年 11 月 6 日前(含)完成並提送第 3 期工作成果，並經本中心驗收通過，並且歸還本中心提供之儲存硬碟及相關 4 部電影片數位掃描檔後，支付總契約金額 50%，新臺幣○佰○拾○萬○仟○佰○拾○元整(含稅)。
TFAI will pay 50% of the total contract amount, NTS ○,○○○,○○○ (tax included) after the Contractor, AFTER the Contractor completes and delivers the Third Work Result by November 6, 2024 (inclusive), and gets TFAI's approval of inspection and acceptance; AND returns TFAI's hard drives with related digital scanning files of four films of the project.

(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 IV of “Statement of Requirements” for Execution Schedule.)

(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。但涉及向補助機關申請核撥補助款者，付款期限為 30 工作天。

The Contractor shall submit supporting documents after meeting the payment conditions for each aforementioned stage. The Institute shall complete the review process within fifteen working days, and notify the Contractor to present the application document for payment. The Institute shall make the payment within fifteen working days after receiving the Contractor's application document for payment. However, where an application by the Institute to a granting entity for appropriation is required, the time-limit for making the payment shall be thirty working days.

- (3) 以上各分期款給付，我國廠商應開立中華民國統一發票，發票抬頭「國家電影及視聽文化中心」，統一編號: 00973691。外國廠商應開立商業發票具領，發票抬頭「國家電影及視聽文化中心」。

For the payment of each of the above installments, the domestic Contractor should issue a unified invoice of R.O. C. (Taiwan) with the title "Taiwan Film & Audiovisual Institute" and the Business Administration Number of R.O.C.(Taiwan): 00973691"; the foreign Contractor should issue a commercial invoice with title "Taiwan Film & Audiovisual Institute".

(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. 國際匯款採全額到行，由匯款人(本中心)負擔所有國內外相關費用，匯款金額全額匯至收款行。但若收款行需收取匯入手續費用，仍需由受款人(廠商)負擔，並得自匯款金額內扣除。

International remittances are paid in full, and the remitter (TFAI) is responsible for all domestic and foreign related expenses. The full amount of the remittance is remitted to the beneficiary bank. However, if the beneficiary bank charges a remittance fee, it still needs to be borne by the payee (The Contractor) and can be deducted from the remittance amount.

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。但涉及向補助機關申請核撥補助款者，付款期限為 30 工作天。

Payment upon Acceptance: Following successful acceptance, the Institute will settle the final payment within 15 working days upon receipt of the Contractor's invoice. However, if there is a need to apply for subsidy disbursement from relevant agencies, the payment period will be extended to 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。

The Institute will process payments and conduct the audit procedures. If any discrepancies, deficiencies, or ambiguities are identified in the Contractor's documents requiring correction or clarification, the Institute shall issue a single notice for clarification or correction, and such actions shall not be carried out in installments. The audit and payment deadlines will restart from the day following the receipt of the clarified or corrected information. The Institute shall prioritize payment for uncontested and separately quantifiable portions.

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 the following situations during the Contractor's performance, the Institute reserves the right to temporarily halt the disbursement of the contract price until the issues are resolved:

- (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。

If the Contractor is responsible for a performance delay exceeding **20%** of the scheduled progress (as specified in the tender).

- (2) 履約有瑕疵經書面通知限期改善而逾期未改善者。

In cases where identified performance deficiencies are not rectified within the stipulated time-limit despite written notice.

- (3) 未履行契約應辦事項，經通知限期履行，屆期仍不履行者。

Failure to meet contractual obligations, even after receiving notice and a set deadline for compliance.

~~(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。~~

~~Non-compliance with legal obligations, such as the Contractor's failure to pay wages, remit required insurance premiums, or contribute to retirement pensions for dispatched workers at the Institute. If the Contractor, after being notified, does not correct the situation within the specified time limit.~~

(5)其他違反法令或契約情形。

Any other violations of laws or contractual agreements.

6.物價指數調整(無者免填)：

Price Index Adjustment (Leave blank if not applicable):

(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)。

During the performance period, if there are significant fluctuations in the price index, the contract price may be adjusted for the portion exceeding a 5% increase or decrease based on the Consumer Price Index published by the Directorate-General of Budget, Accounting, and Statistics of the Executive Yuan (as specified by the Institute in the tender, including the items subject to adjustment).

(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 case of a change in the base period for the price index, for performance objectives completed from the month of the base change onwards, the adjustment of the contract price will automatically apply the new base period index. The performance objectives settled based on the previous base period index will not be retroactively recalculated. The same principle applies to each monthly revision of the published 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 long-term service contracts exceeding 1 year, the annual service cost

adjustment provided by the contractor is subject to an upper limit of _____
(as specified by the Institute in the tender, leave blank if not applicable).

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 cases where delayed payment is due to reasons beyond the Contractor's control, the contractor may file a complaint with:
(1) 本中心之稽核單位；the Institute's audit unit.
(2) 本中心之上級(補助)機關。The higher-level (subsidizing) authority of the Institute.

(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：

If the contract price is subject to adjustment based on a price index (if a specific index is designated, it should be specified by the Institute in the tender; otherwise, leave it blank), the following details should be provided:

1. 得調整之成本項目及金額。

Cost items eligible for adjustment and their respective amounts.

2. 調整所依據之一定物價指數及基期。

The specific price index and base period used for the adjustment.

3. 得調整及不予調整之情形。

Criteria for circumstances allowing or disallowing adjustments.

4. 調整公式。

The formula of the adjustment.

5. 廠商應提出之調整數據及佐證資料。

Documentation and supporting data that the Contractor is required to submit for the adjustment.

6. 管理費及利潤不予調整。

Management fees and profits are not subject to adjustment.

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 portion beyond the performance period, the price index at the time of the original performance period specified in the contract (if a specific index is designated, it should be specified by the Institute in the tender; otherwise, leave it blank) shall be used as the current data. However, if the delay in performance is attributable to the Institute, this limitation does not

apply.

(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.

(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規定僱用身心障礙者。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，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。廠商應確實依規定辦理，本中心不另辦理查核。

The Contractor shall employ the physically or mentally disabled in accordance with the provisions of People with Disabilities Rights Protection 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.

(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。

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

(七)廠商請領契約價金時應提出電子或紙本統一發票，依法免用統一發票者應提出收據。

The payment for the contract price shall be made against the Uniform Invoice issued by the Contractor presented in written or digital form. Where the contractor is exempted from issuing the Unified Invoice, 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 the Institute 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 proof of insurance.

外國廠商之商業發票。

Commercial invoices from foreign contractors.

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)。

Proof of payment for wages to performing workers (relevant when the contract price settlement method is service cost plus public fee or when the bidding documents specify the basis for paying wages to performing workers by the Contractor).

派駐勞工薪資支付證明(適用於個案有派駐勞工者。採總包價法計費之案件，且契約有規定廠商給付派駐勞工之薪資金額者，可依該資料檢核廠商實際給付予派駐勞工之薪資金額是否合於採購契約之要求。)

Proof of Dispatched Labor Salary Payment (Applicable to cases involving dispatched labor. In projects billed under lump-sum price method, and when the contract specifies the amount of wages the contractor is obligated to pay to dispatched labor, verification can be conducted based on this information to ensure that the actual payment to dispatched labor complies with the requirements of the procurement contract.)

依第 14 條約定應提出之著作權證明文件。

Copyright proof documents required by Article 14.

- 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)。

Invoices from subcontractors (only applicable when subcontractor payments are verified, as specified by the Institute after the tender).

- 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., the Institute may deduct contract price from the amount payable. However, where there is an insufficient amount for deduction, the Institute 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。

When the service scope includes managing training operations or personnel maintenance, the service fees should encompass the Contractor's inherent costs. However, expenses related to the travel and living allowances for trained personnel will be determined by the Institute based on its own standards and are not considered part of the service fee items.

(十二)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，至少為_____元（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）。

During the performance period, the Supplier shall pay a minimum monthly salary of at least _____ New Taiwan Dollars to full-time employees engaged in this procurement project (as specified by the Procuring Entity in the tender, not lower than the minimum basic wage set by Labor Standard Act; if not specified, it shall be 30,000 New Taiwan Dollars).

(十三)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 _____ 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。

In the event that the Contractor fails to fulfill the obligation of paying dispatched workers' wages within the stipulated time-limit according to Article 8, Section 16, Subsection 2, Subitem 1 of the contract, and the responsibility lies with the Contractor, the Institute may issue a written notice. If the non-compliance persists for a calendar period of [as specified by the Institute during the bidding process, or 10 calendar days if not specified], the Contractor unequivocally agrees that the Institute has the authority to withhold a portion of the payment owed to the contractor. This withheld amount will be allocated to cover the wages of dispatched workers, including specified amounts in the procurement contract such as overtime pay and travel expenses (excluding items like labor insurance, employment insurance, occupational accident insurance, outstanding wage compensation fund, labor retirement pension, health insurance premiums, and taxes). Subsequently, the Contractor may not request any payment for the withheld portion of the contract amount, regardless of the circumstances.

~~(十四)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「機關處
置廠商積欠派駐勞工薪資作業程序」辦理。~~

~~Upon identifying that the Contractor has not adhered to the contractual~~

~~obligations regarding the payment of wages to dispatched workers, the Institute may initiate the procedures outlined in the “Procedure for the Institute to Address Contractor Arrears in Wages for Dispatched Workers” appendix.~~

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，付款時由本中心代繳。~~

~~Service fees or royalties quoted in foreign currencies shall be compared with the bids of other suppliers after adding the business tax. However, the business tax will be deducted at the time of award, and the payment will be handled by the Institute on behalf of the Contractor.~~

(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 income derived from services or royalties incurred by foreign Contractors within the territory of the Republic of China (Taiwan), the corporate income tax shall be paid at the prevailing tax rate when receiving the payment. The aforementioned tax will be withheld by the Institute at the time of payment. However, if a foreign Contractor has a branch, business agent, or receives payment through an invoice issued by a domestic Contractor within the territory of the Republic of China (Taiwan), the tax will not be withheld at the time of payment. Instead, it will be the responsibility of the respective institution, agent, or Contractor to remit the tax.

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 the Institute in the tender documentation)：

廠商應於 113 年 11 月 6 日 以前(決標日 本中心簽約日 本中心通知日_____天/月內)完成履行採購標的之供應。

The subject of contract shall be provided by the Contractor at the _____ (the ~~premise designated~~)/finished _____ (terms of trade) ~~on or before 6 November, 2024.~~ (day/month/year) (the date of award/ the date of the contract signing by the Institute/ the notifying date of the Institute/ within _____ days/months after the receipt of Letter of Credit).

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 provided by the Contractor at the _____ (the premise designated) on or before (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 the Institute 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 day” is applied, all days shall be included in the time-limit for contract performance, including holidays listed in item 2, should be counted. However, holidays that cannot be known before the bid submission deadline are not included.

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 (6) 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。
According to the Regulations for the Implementation of Memorial Day and Holidays), holidays and their compensatory holidays designated as days off shall be observed.

(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)。

For Armed Forces Day (September 3rd), holidays and makeup holidays will be in accordance with the regulations of the Ministry of National Defense, limited to the Ministry of National Defense and its affiliated procurement.

(4)行政院人事行政總處公布之調整放假日。

Adjusted 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)。

Days exempt from work will not be considered for executing or supplying, following the principle that the contractor should obtain prior written consent from this Institute if they intend to carry out work or supply during such days. The number of days should be included; excluded from the contract period (as selected by this Institute during the tender; if not selected, it is presumed to be excluded from the contract period).

4.其他: _____ (由本中心於招標時載明)。

Other: _____ (as specified by this Institute during the tender).

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 full-day working hours during the aforementioned period are from _____ AM to _____ PM, with a lunch break from _____ PM to _____ PM; half-day working hours are from _____ AM to _____ PM.

(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 the Institute in writing with evidence and apply for an extension to the Institute in writing after such circumstance occurs or disappears. After assessing the circumstance, the Institute 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 the Institute.

(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 the Institute 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 the Institute or Institute'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 the Institute 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 the Institute 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 the Institute in a certain period, the last date of the period ends when the Institute's office hour ends. In case such date is a working day, but the Institute'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 the Institute, 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 the Institute in writing as soon as possible after the occurrence of the above, and the Institute 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, machinery, equipment, and workplace facilities required for contract performance shall be provided by the contractor unless otherwise specified in the contract.

(三)廠商接受本中心或本中心委託之本中心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 the Institute or the institution of which the Institute 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 the Institute nor to the right to decrease or alter the Contractor's contractual

responsibility. The Institute 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 the Institute'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 the Institute 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 the 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。

The Institute may review the items and subcontractors that the Contractor intends to sub-contract; subcontracts may be reported to the contracting entity for approval.

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 the Institute.

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, the Institute 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）：

For items subcontracted within the performance scope, based on the nature and scale of the subcontracted items, the subcontract price (to be specified by the contracting entity after the tender) can be:

契約價金總額之一定比率： %。

A fixed percentage of the total contract amount: %.

一定金額：新臺幣 元。

A fixed amount: NTD

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。

If the contract price settlement method adopts the lump-sum price method, the expenses for items subcontracted to subcontractors may be verified.

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。

During working group meetings between the contracting entity and the contractor, subcontractors may be invited to attend if deemed 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 a list of subcontractors to the Institute for reference before commencing work on the following subcontracted portions

(as indicated by the Institute in the tender, or if not specified, this requirement does not apply):

(1)專業部分 Specialized sections : _____。

(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。

Sections involving a specified quantity or amount: **More than 25% (inclusive) of the working hours or the amount spent on 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)

Sections with the delay exceeding (This does not apply if the delay percentage is not specified.)

(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 without work permits (including illegal foreign 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 the Institute 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 the Institute anticipates defects in the Contractor's performance of the contract or in the event of other breaches of contract, the Institute 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, the Institute may take the following measures:

1.自行或使第三人改善或繼續其工作，其風險及費用由廠商負擔。

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 the Institute 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 the Institute.

(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 the Institute has to be transported out of Institute's premises for processing, improvement or maintenance, the Contractor shall be liable to pay compensation in the event of loss, damage, or occupation. The Institute 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 the Institute 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。

Temporary venues required for performance shall be the responsibility of the contractor unless specified otherwise.

(十六)勞工權益保障：

Labor Rights Protection:

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。

If the contractor is a natural person, proof of enrollment in labor insurance, labor occupational accident insurance, and national health insurance should be submitted.

~~2. 派駐勞工（指受廠商僱用，派駐於機關工作場所，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）~~
~~Rights and Safeguards for Dispatched Workers (Referring to those employed by the contractor and stationed at the organization's workplace to perform tasks as directed by the contractor): (To be selected by the I-Institute considering individual circumstances at the time of bidding)~~

(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）。

~~(1) The contractor is required to establish a written labor contract with the dispatched workers assigned to the Institute. The contract must encompass terms related to labor conditions, prohibition of employment and gender discrimination, measures for preventing sexual harassment, obligations for compliance, responsibilities for violations, and other rights and obligations of dispatched workers during their tenure at the Institute. A~~

~~copy of this contract should be submitted to the Institute within _____ working days post signing (to be specified by the Institute based on individual circumstances; in the absence of specific details, it will be assumed as 10 working days) or within an alternative period communicated by the Institute. Any modifications to the labor contract throughout the performance period must be communicated promptly. Should there be any shortcomings or breaches of relevant labor laws within the labor contract, the Institute reserves the right to request corrections from the contractor. The labor contract should explicitly outline the deadline by which the contractor is obligated to disburse wages to dispatched workers. In the event of the contractor failing to adhere to this deadline, despite notification from the Institute, the Institute retains the authority to deduct a portion of the amount owed to the contractor and remit it to the dispatched workers (covering specified components such as overtime pay and travel expenses as delineated in the procurement contract, excluding responsibilities for labor insurance, employment insurance, labor occupational accident insurance, unpaid salary compensation fund, labor retirement pension, health insurance, taxes, and other financial obligations borne by the contractor and dispatched workers).~~

(2) ~~廠商如僱用原派駐於本中心之派駐勞工，並指派繼續在該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。~~

~~(2) If the contractor employs workers who were previously stationed at the Institute and continues their service without interruption, the seniority of the dispatched worker should be calculated from the first day of providing services at the Institute. This includes the calculation of special leave days to safeguard their leave entitlement. Dispatched workers who apply for parental leave without pay under the Gender Equality in Employment Act and continue to be stationed at the Institute after resuming work will have their special leave calculated based on the previously agreed terms, excluding the period of parental leave without pay.~~

~~□(3) 派駐勞工薪資採固定金額（由本中心於招標時勾選）：~~

~~—The remuneration for dispatched workers is fixed (to be selected by the Institute at the time of bidding):~~

~~□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，以每月薪資除以當日日曆天數後，按實際工作日數（含期間之休息日及例假日）比例核算。~~

~~—Monthly pay. The monthly salary is _____ NT dollars (specified by the Institute at the time of bidding; if not specified, refer to the detailed pricing table. It should not be less than the minimum wage specified by the Labor Standards Act); if the service period at the Institute is less than one month, the actual working days (including rest days and holidays during the period) will be proportionally calculated based on the monthly salary divided by the number of calendar days in that month.~~

~~□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）。~~

~~—Daily pay. The daily wage is _____ NT dollars (specified by the Institute at the time of bidding; if not specified, refer to the detailed pricing table. It should not be less than the hourly basic wage multiplied by the number of working hours during normal working hours specified by the Labor Standards Act).~~

~~□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）。~~

~~—Hourly pay. The hourly wage is _____ NT dollars (specified by the Institute at the time of bidding; if not specified, refer to the detailed pricing table. It should not be less than the hourly basic wage specified by the Labor Standards Act).~~

~~(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。~~

~~The contractor is obligated to comply with labor laws, regulations, labor leave rules, and gender equality laws when determining wage-related conditions such as leave, special leave (including seniority-related considerations), overtime (extended working hours), and year-end bonuses (bonuses or profit distribution) for dispatched workers providing services at the Institute. However, if the contractor operates as a cooperative and the service providers are not employees but members with a non-employment relationship, Section 17 shall apply.~~

- (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。~~

~~Contractors providing services at the Institute must adhere to the provisions of the Convention on the Elimination of All Forms of Discrimination Against Women Implementation Act, the Gender Equality in Employment Act concerning the prohibition of gender discrimination, sexual harassment prevention, and gender equality measures.~~

- (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。~~

~~The contractor is prohibited from terminating, transferring, or imposing any unfavorable measures against dispatched workers who file complaints (including harassment complaints) or assist others in filing complaints (including harassment complaints).~~

- (7) ~~其他 Others: _____~~

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 the Institute discovers that a contractor has violated relevant labor laws, the Gender Equality in Employment Act, or similar regulations, it shall provide specific evidence and proactively notify the local labor authorities or the Labor Insurance Bureau (regarding matters related to labor insurance, occupational accident insurance, and labor retirement fund contributions) for legal investigation.~~

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。~~

~~The Institute will conduct regular interviews with dispatched workers every~~

~~___ months (specified by the Institute at the time of bidding; if not specified, it is assumed to be every 1 month) to assess whether the contractor is fulfilling its obligations to safeguard workers' rights as per the contract.~~

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，依本日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。本日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）：~~
- ~~If the Institute discovers that the contractor has failed to fulfill its obligations to protect workers' rights as per the contract and upon verification of the breach, except in cases of force majeure or circumstances beyond the contractor's control, the Institute will impose punitive liquidated damages as specified in this clause. In case of cost reduction or undue benefits, the contract price may be deducted or recovered. The liquidated damages are calculated as follows: for each point, NT\$ _____ (specified by the Institute at the time of bidding, and if not specified, assumed to be NT\$500 per point). The total amount is capped at 20% of the total contract price. The calculation of liquidated damages is outlined as follows, and the Institute reserves the right to adjust them in the bidding documents based on individual case needs:~~
- ~~(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。~~
- ~~Failure to comply with the provisions of the first item in the second clause: 1 point per occurrence, with a deadline for correction. If not corrected within the deadline, consecutive penalties will be applied.~~
- ~~(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。~~
- ~~Failure to comply with the provisions of the first item or the second item from the second sub-clause to the seventh sub-clause: 1 point per incident, with a deadline for correction. If not corrected within the deadline, consecutive penalties will be applied.~~
- ~~(3) 其他 Others: _____~~
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，並回復當事人及知會廠商。~~
- ~~The Institute must establish an internal complaint channel for dispatched~~

~~workers, outlining the receiving unit, complaint methods, and procedures. This information should be made public on the Institute's website and prominently displayed at the workplace, with ongoing communication and guidance for dispatched workers. Following a complaint submission, the Institute is obligated to handle the matter thoroughly and provide a response to the concerned parties.~~

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。~~

~~In the event that a dispatched worker experiences harassment from Institute-affiliated personnel, and an investigation validates the complaint, the Institute is responsible for taking disciplinary actions against the involved personnel. The outcomes of the investigation must be communicated to both the contractor and the complainant.~~

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。~~

~~The Institute is prohibited from independently recruiting personnel and subsequently assigning them to work through a contractor. Additionally, the Institute cannot request the contractor to employ specific individuals and assign them to work at the Institute.~~

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）~~

~~For dispatched workers requesting leave in accordance with relevant labor laws or the Gender Equality in Employment Act, the following options (to be specified by the Institute during the bidding process) are available:~~

- ~~□(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)。~~

~~—The contractor should designate a person with similar qualifications and capabilities to serve as a substitute, subject to the Institute's approval. The associated costs will be covered by the Institute. This is applicable when the leave exceeds ___ working days per instance or accumulates to more than ___ days per person per month (specified by the Institute in the bidding documents; if not specified, assumed to be 2 days).~~

- ~~□(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。

~~The contractor should assign a person with similar qualifications and capabilities to act as a substitute, subject to the Institute's approval. However, the Institute will not provide additional payment. This is applicable when the leave exceeds ___ working days per instance or accumulates to more than ___ days per person per month (specified by the Institute in the bidding documents; if not specified, assumed to be 2 days). Leave for statutory days such as marriage leave, bereavement leave, maternity leave (including miscarriage leave), or special leave does not require a substitute.~~

□(3)廠商無須指派人員代理。

~~The contractor is not required to assign a substitute.~~

□(4)其他 Others：_____

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：

~~For leaves where the Institute is not obligated to pay full or partial wages according to the law, the Institute shall deduct the contract price accordingly. Additionally, for the second option mentioned above, where the contractor is required to assign a substitute but fails to do so, the Institute will deduct an equivalent amount from the contract price. The calculation methods are as follows (to be specified by the Institute during the bidding process), and the contractor is not allowed to transfer the deducted amount to the dispatched worker's burden or take other actions disadvantageous to the dispatched worker:~~

□(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。
~~Based on each person's monthly salary, divided by ___ hours (specified by the Institute during the bidding process; if not specified, assumed to be 240 hours) as the unit hourly rate, multiplied by the hours of the equivalent worker not dispatched.~~

□(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。~~

~~Based on each person's monthly contract price, deducting the amounts the contractor is obligated to pay for labor retirement, labor insurance, employment insurance, wage compensation fund, occupational accident insurance, National Health Insurance, contractor management fee, profit, and taxes. The result is then divided by ____ hours (specified by the Institute during the bidding process; if not specified, assumed to be 240 hours) as the unit hourly rate, multiplied by the hours of the equivalent worker not dispatched.~~

□(3)Others 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 Members' Rights in Cooperative (Applicable to members not in an 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。

Members providing services should be guided by the cooperative to join a professional union to facilitate labor insurance, occupational accident insurance, and national health insurance. Additionally, the cooperative should secure group accident insurance for them, covering aspects such as injuries, disabilities, and death. The protection provided should not fall below that offered to those participating in labor occupational accident insurance with equivalent compensation. The Institute is responsible for covering the costs through commercial insurance, with the expense for participating in labor occupational accident insurance set as the upper limit under identical conditions.

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）。

Members providing services, in accordance with the Cooperative Societies Act, should have their rights and obligations outlined in regulations on member service conditions approved by the members' assembly (representatives). These regulations, which the cooperative can establish, should clearly define work standards, education and training, welfare systems, and other procedures. However, the Institute may adjust the specified conditions (e.g., working hours, rest days, etc.) as needed, based on individual cases in the bidding documents.

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)~~

~~Rights and Safeguards for Employees of the Cooperative Providing Services at the Institute (including those who join the cooperative as members from the original stationed personnel): (To be selected by the Institute based on individual cases during the bidding process)~~

~~□(1)社員勞務報酬：~~

~~—Member Service Remuneration:~~

~~□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。~~

~~—Compensation is calculated on a monthly basis and should not be lower than the government's published minimum wage. In cases where the service period is less than one month, the monthly service compensation is divided by the number of calendar days in that month and adjusted proportionally based on the actual working days (including rest days and holidays).~~

~~□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)。~~

~~—Daily compensation is set at _____ yuan (as specified in the bidding documents by the Institute; if not specified, refer to the detailed price list). It should not fall below the hourly minimum wage under the Labor Standards Act multiplied by the number of working hours during regular working hours.~~

~~□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)。~~

~~Hourly compensation is _____ yuan (as specified in the bidding documents by the Institute; if not specified, refer to the detailed price list). It should not be lower than the hourly minimum wage under the Labor Standards Act.~~

~~(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。~~

~~Cooperatives and members providing services must not engage in deceptive or false practices. If discovered by the Institute, the Institute should present concrete evidence and promptly inform the relevant regulatory authority to take legal action.~~

~~(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。~~

~~If a cooperative fails to adhere to the regulations on member service conditions approved by the members' assembly, and this is brought to the attention of a member, the member has the right to submit a complaint to the Institute with supporting evidence.~~

~~(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。~~

~~The Institute will conduct regular visits to members providing services every ___ months (as specified by the Institute in the bidding documents; if not specified, every 1 month) to assess whether the cooperative is fulfilling its obligations to safeguard the rights of members as stipulated in the agreement.~~

~~(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(以下各子目所載計罰點數，本中心得於招標文件視個案需要調整之)：~~

~~If the Institute discovers that the cooperative has not fulfilled its obligations to protect the rights of members as agreed, and this is substantiated, a penalty will be calculated according to the terms of this subsection. In cases of cost reduction or undue benefits, the Institute may deduct or recover a portion of the contract price. The penalty for each~~

point is _____ New Taiwan Dollars (as specified by the Institute in the bidding documents; if not specified, each point is valued at NT\$500), with the total penalty capped at 20% of the contract price (adjustments to penalty points can be made by each Institute in the bidding documents based on specific circumstances).

~~⊕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。~~

~~—For those who fail to comply with the provisions from Section 3, Subsection 1 (applicable to those who select the option in this subsection) to Subsection 3 or as agreed upon, each individual will be penalized with 1 point for each occurrence. If the necessary corrections are not made within the specified period, consecutive penalties will be imposed for each subsequent occurrence.~~

~~⊕其他 Others : _____~~

~~(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。~~

~~The Institute is required to establish an internal complaint channel for members providing services, outlining the receiving unit, complaint procedures, and methods. This information must be made publicly accessible on the Institute's website and prominently displayed in significant locations within the workplace. Regular communication and guidance to members providing services about the complaint process are also essential. Upon receipt of a complaint, the Institute is obligated to handle it promptly and provide a response to the concerned party.~~

~~(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。~~

~~Should members providing services face harassment from personnel affiliated with the Institute, and subsequent investigations validate the claims, the Institute must take disciplinary measures against the implicated personnel. The results of the investigation should be communicated to both the cooperative and the affected party.~~

~~(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。~~

~~The Institute is expressly prohibited from independently recruiting personnel and then having them join a cooperative as members to provide services to the Institute. Similarly, the Institute is not allowed to insist that the cooperative assigns specific individuals to provide services to the Institute.~~

(十八)其他(由本中心擇需要者於招標時載明)：

~~Others (to be specified by the Institute 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。~~

~~—The expenses for traffic maintenance and safety and health facilities during the construction period, as presented by the contractor in drawings and documents, should be clearly specified in a quantifiable manner.~~

~~▫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。~~

~~—Throughout the contractor's performance period, a monthly progress report must be submitted to the Institute by the 5th of each month. This report should encompass details such as work items, progress updates, workforce size and hours, identification of any anomalies, and proposed strategies to address them.~~

~~▫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。~~

~~—The contractor's actual service personnel should sign off on the completed drawings and documents, and relevant visas should be processed in compliance with the law. The term "drawings and documents" encompasses the budget proposal, design drawings, specifications, construction manuals, and any other documents required by laws and contracts.~~

~~▫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。~~

~~—Licenses related to this contract that necessitate application under the Institute's name should be applied for by the contractor on behalf of the Institute, with the associated fees covered by the Institute.~~

~~▫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。~~

~~The bidding documents devised by the contractor must not contain any undue restrictions on competition. Should there be requests or references to specific trademarks, trade names, patents, designs, types, or sources, manufacturers, or suppliers, the reasons behind such specifications should be clearly outlined in the performance results document.~~

▫~~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。~~

~~In instances where the performance subject involves national security information, national confidential information, national security technology, or national confidential technology, individuals without Republic of China citizenship are prohibited from providing performance services.~~

▫~~關鍵基礎設施(或本中心指定之設施)人員管制特別約定：~~

~~Special Agreement on Personnel Control for Key Infrastructure (or Designated Facilities):~~

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，應配合機關之要求辦理適任性查核經機關審核同意者，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)得免辦理查核，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。~~

~~In this procurement, involving key infrastructure (or designated facilities), personnel engaged by the contractor and subcontractors must undergo suitability checks as required by the Institute before entering or participating in the work. They may enter or participate in the work only after receiving approval from the Institute following a suitability check. Temporary entrants (such as delivery drivers and their accompanying personnel) may be exempt from suitability checks but are required to be accompanied or supervised throughout the work by the Institute or its designated units or personnel (including, but not limited to, project management units).~~

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。~~

~~Personnel engaged in the work by the Contractor and subcontractors are obliged to accept full time accompaniment or supervision by the Institute or its designated units or personnel (including, but not limited~~

to, project management units).

□其他 Others : _____。

(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。

Upon completion of the design and its verification by the Institute, the contractor is obligated to submit the electronic files of the design drawings (such as CAD files) to the Institute.

(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 utilized by the contractor must adhere to air pollutant emission standards.

(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，廠商應另行指派人員執行。

When contractor personnel are executing tasks delegated by the contract and encounter conflicts of interest, they must voluntarily abstain from involvement. They are prohibited from exploiting their contract-executing authority, opportunities, or methods to pursue undue advantages for themselves, the contractor, or any third party. In instances involving the personal interests of the contractor's personnel, including their spouse, direct relatives, or cohabiting family members, the contractor must assign alternative personnel to carry out the tasks.

(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。

Should the contractor furnish eco-friendly, energy-efficient, water-conserving, or green building materials/products as stipulated in the contract, they are required to declare this on the "Private Enterprises and Groups Green Procurement Declaration Platform" established by the Environmental Protection Administration of the 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 the Institute finds that the quality of contract performance is not in conformity with the requirements specified in the contract during the period of contract performance, the Institute 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, the Institute 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 the Institute'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 the Institute shall review by stage during the period of contract performance, the Contractor shall submit a request for reviewing to the Institute's supervisor in every specified stage. If the Institute supervisor finds that the Contractor proceeds the next stage of work without request for checking in the previous stage in accordance with requirements, the Institute 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, the Institute'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 the Institute in accordance with laws and regulations, deliver an application for reviewing and 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 equipment and data, free of charge, to the Institute for the purpose of conducting reviewing, 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 the Institute.

(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 reviewing, checking, testing or inspection do not meet the requirements of the contract, the Institute may refuse to accept, and the Contractor shall improve or modify 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 checking, reviewing, testing or inspection conducted by the Institute.

(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。

The Institute's right to check, review, 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, reviewing, 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 the Institute 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 the Institute 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: This coverage includes protection against losses resulting from business omissions, errors, or negligence, as well as breaches of professional obligations, causing harm to the Institute or other third parties.~~

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

~~—Employer's Liability Insurance: (To be chosen if the contract involves the deployment of laborers. Recommended when the contract includes event organization.)~~

~~☐公共意外責任險（履約標的涉舉辦活動者，建議擇定）。~~

~~—Public Liability Insurance: (Recommended for selection when the contract encompasses event organization.)~~

~~☐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）。~~

~~—Renovation Contractor's Liability Insurance: (Suggested for selection when a part of the contract involves construction projects.)~~

~~☐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 Industry Liability Insurance: (Recommended for selection when the contract involves activities organized by travel agencies.)~~

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 the Institute basing on the characteristics of insurance)~~

~~1. 被保險人：以廠商為被保險人。~~

~~The insured: the Contractor shall be listed as insured.~~

~~2. 保險金額：~~

~~The insured amount：~~

~~(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)~~
~~Professional Liability Insurance: (To be specified by the Institute at the time of bidding based on the characteristics, scale, and risks of the individual case)~~

~~契約價金總額。Total contract amount.~~

~~契約價金總額之__倍。___ times the total contract amount.~~

~~契約價金總額之__%。___% of the total contract amount.~~

~~固定金額__元。Fixed amount of ___ dollars.~~

~~(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)~~

~~—Employer's Liability Insurance: (To be specified by the Institute at the time of bidding with a minimum insured amount indicated, not to be unlimited)~~

~~⊙ 每一個人體傷或死亡：_____元。~~

~~Compensation for each bodily injury or death: _____ dollars.~~

~~⊙ 每一事故體傷或死亡：_____元。~~

~~Compensation for each accident related bodily injury or death: _____ dollars.~~

~~⊙ 保險期間內最高累積責任：_____元。~~

~~Maximum cumulative liability during the insurance period: _____ dollars.~~

~~(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)~~

~~Public Liability Insurance: (To be specified by the Institute at the time of bidding with a minimum insured amount indicated, not to be unlimited)~~

~~④每一個人體傷或死亡：_____元。~~

~~Compensation for each bodily injury or death: _____dollars.~~

~~④每一事故體傷或死亡：_____元。~~

~~Compensation for each accident-related bodily injury or death: _____dollars.~~

~~④每一意外事故財損：_____元。~~

~~Compensation for each accident-related property damage: _____~~

~~④保險期間內最高累積責任：_____元。~~

~~Maximum cumulative liability during the insurance period: _____dollars.~~

~~(4)營繕承攬人意外責任險：(由本中心於招標時載明最低投保金額，不得為無限制)~~

~~Contractor's Liability Insurance for Construction and Maintenance: (The minimum coverage amount is specified by the authorities during the bidding process and must not be unlimited.)~~

~~④每一個人體傷或死亡：_____元。~~

~~Compensation for each bodily injury or death: _____dollars.~~

~~④每一事故體傷或死亡：_____元。~~

~~Compensation for each accident-related bodily injury or death: _____dollars.~~

~~④每一意外事故財損：_____元。~~

~~Compensation for each accident-related property damage: _____~~

~~④保險期間內最高累積責任：_____元。~~

~~Maximum cumulative liability during the insurance period: _____dollars.~~

~~(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)。~~

~~Travel Industry Liability Insurance: Compensation for each bodily injury or death: _____ yuan (To be specified by the Institute at the time of bidding with a minimum insured amount indicated, not to be unlimited).~~

~~(6)其他保險種類：_____ (請參考上述內容敘明)。~~

~~Other Types of Insurance: _____ (Please refer to the above details for clarification).~~

~~3.每一事故之廠商自負額上限：(由本中心於招標時載明)~~

~~Maximum deductible for each accident: (To be specified by the Institute at the time of bidding)~~

(1)專業責任險：_____元。
Professional Liability Insurance: _____dollars

(2)雇主意外責任險：_____元。
Employer's Liability Insurance: _____dollars.

(3)公共意外責任險：_____元。
Public Liability Insurance: _____dollars.

(4)營繕承包人意外責任險：_____元。
Renovation Contractor's Liability Insurance: _____

(5)旅行業責任保險：_____元。
Travel Industry Liability Insurance: _____

(6)其他保險種類：_____。
Other Types of Insurance:

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)

~~Insurance Period: The insurance period for each type of insurance is as follows. In the event of a delay or extension in the performance period of the contract's specified insurance subjects, the insurance period shall be extended accordingly. (To be specified by the Institute based on the nature of each insurance subject and the actual execution time at the time of bidding. It is not advisable to use the contract start and end dates as the insurance period for all types.)~~

(1)專業責任險：自_____起至_____之日止；契約所定履約期限之日止。

~~Professional Liability Insurance: From _____ to _____; until the contract's performance deadline.~~

(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。

~~Employer's Liability Insurance: From _____ to _____; until the contract's performance deadline.~~

(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。

~~Public Liability Insurance: From _____ to _____; until the contract's performance deadline.~~

(4)營繕承包人意外責任險：自_____起至_____之日止；契約所定履約期限之日止。

~~Renovation Contractor's Liability Insurance: From _____ to _____;~~

~~until the contract's performance deadline.~~

~~(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。~~

~~— Travel Industry Liability Insurance: From _____ to _____; until the contract's performance deadline.~~

~~(6) 其他保險種類：自 _____ 起至 _____ 之日止； 契約所定履約期限之日止。~~

~~— Other Types of Insurance: From _____ to _____; until the contract's performance deadline.~~

~~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。~~

~~— Changes, temporary suspension, or termination of the insurance contract must be agreed upon in writing by the Institute. Any endorsement for insurance (contract) not approved by the Institute that leads to losses or damages requiring compensation shall be the responsibility of the contractor.~~

~~6. 其他 Others：-~~

~~(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 time spent by the contractor in making a claim to the insurer shall not be used as a basis for requesting an extension of the performance period.~~

~~(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。~~

~~If the contractor fails to adhere to the contract's insurance requirements, provides inadequate coverage, or is unable to secure sufficient compensation from the insurer, any resulting losses or damages requiring compensation shall be the responsibility of 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。

~~Following the completion of insurance procedures, the contractor must promptly submit one original copy of the insurance policy or one insurance certificate issued by the insurance institution, along with a copy of the payment receipt, to the Institute for documentation. The deadline for the contractor to submit these insurance documents is __ days after the bid determination date (if unspecified, it is 15 days). However, for insurance related to event activities, the deadline for document submission is __ days before the event (if unspecified, it is 3 days). If circumstances beyond the contractor's control require an extension of the performance period, resulting in increased insurance premiums, the reasonable sharing of these additional costs will be mutually agreed upon by both parties. In cases where an extension of the performance period is necessary due to circumstances attributable to the Institute, resulting in increased insurance premiums, the Institute will bear the additional expenses.~~

(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 is obliged to take out the following insurances for its employees and vehicles in accordance with laws and regulations of the Republic of China: labor insurance, employment insurance, labor occupational accident insurance, national health insurance, and the third party insurance for car and motorcycle. 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。

~~In cases where insurance coverage is not available from insurers according to the law, or if there are no willing insurers domestically for non-premium reasons and there is written documentation from an insurance association, the process will be handled according to Article 1, Section 7.~~

~~(九)廠商應依中華民國法規為本案與其直接發生契約關係之勞務提供者投保職業災害保險。其未能投保者，應投保含有傷害、失能及死亡保障之其他商業保險。~~

~~The contractor is required to obtain occupational accident insurance for the service providers directly engaged in the contract, in accordance with the laws of the Republic of China. If unable to secure such insurance, alternative commercial insurance covering injury, disability, and death protection must be procured.~~

~~(十)本中心及廠商均應避免發生採購法主管機關訂頒之「常見保險錯誤及缺失態樣」所載情形。~~

~~The Institute and the Contractor shall refrain from the occurrence of any of the circumstances specified in “Common Mistakes and Errors in Insurance Matters” prescribed by the responsible Institute of the Act.~~

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 the Institute and stated in the bidding documents; leave blank if not applicable)

本案履約保證金：_____無_____，保固保證金：_____無_____

Performance Bond: None, Warranty Bond: None.

~~(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(to be specified by the Institute in the tender documentation)：~~

~~□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 the Institute 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 日內發還百分之_____ (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 the Institute 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 the Institute 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 in whole 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__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 _____ month(s) (to be specified by the Institute 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 the Institute, the expense that is reasonable and necessary to extend the validity period of the performance bond shall be borne by the Institute.~~

(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. ~~違反本中心採購作業實施規章第 22 條規定轉包者，全部保證金。~~

~~Those found in breach of Article 22 of the Implementation Regulations for Procurement Operations at this Institute, engaging in unauthorized subcontracting, will forfeit the entire performance bond.~~

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 the Institute'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 the Institute, 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 the Institute, 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, the Institute 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 the Institute 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 the Institute provides the advance payment), or that such amount be set off against the amount payable to the Contractor.~~

~~(八)保證金以定期存款單、連帶保證書、連帶保證保險單或擔保信用狀繳納者，~~

~~其繳納文件之格式依採購法之主管機關於「押標金保證金暨其他擔保作業辦法」所訂定者為準。~~

~~Where the guarantee bond is deposited in the form of a certificate of deposit, a letter of joint guarantee, an insurance policies of joint and several guarantee, or a standby letter of credit, the formats of such documents prescribed by the Regulations for Bid Bond, Guarantee Bond and Other Guarantees stipulated by the competent governmental agency of the Act shall apply.~~

~~(九)保證金之發還，依下列原則處理：~~

~~The guarantee bond shall be released in the following principles:~~

~~1.以現金、郵政匯票或票據繳納者，以現金或記載原繳納人為受款人之禁止背書轉讓即期支票發還。~~

~~For payments made in cash, postal money orders, or checks, the refund will be provided in cash or through a non-negotiable cashier's check made out to the original payee, with the check explicitly prohibiting endorsement transfer.~~

~~2.以無記名政府公債繳納者，發還原繳納人；以記名政府公債繳納者，同意塗銷質權登記或公務保證登記。~~

~~In the case of non-negotiable government bonds, the refund will be issued to the original payer. For registered government bonds, the payer must agree to the cancellation of the pledge or government guarantee registration.~~

~~3.以設定質權之金融機構定期存款單繳納者，以質權消滅通知書通知該質權設定之金融機構。~~

~~If payment was made using a fixed term deposit receipt with a financial institution that imposed a pledge, notification of the pledge's removal will be sent to the relevant financial institution.~~

~~4.以銀行開發或保兌之不可撤銷擔保信用狀繳納者，發還開狀銀行、通知銀行或保兌銀行。但銀行不要求發還或已屆期失效者，得免發還。~~

~~Payments made through an irrevocable letter of credit issued or guaranteed by a bank will be refunded to the issuing bank, notifying bank, or confirming bank. However, if the bank does not request a refund or if the credit has expired, a refund may be waived.~~

~~5.以銀行之書面連帶保證或保險公司之連帶保證保險單繳納者，發還連帶保證之銀行或保險公司或繳納之廠商。但銀行或保險公司不要求發還或已屆期失效者，得免發還。~~

~~In the case of payments made with a written joint guarantee from a bank or a joint guarantee insurance policy from an insurance company, the refund will~~

~~be issued to the guaranteeing bank or insurance company, or the paying contractor. However, if the bank or insurance company does not request a refund or if the guarantee has expired, a refund may be waived.~~

~~(十)保證書狀有效期之延長：~~

~~Extension of the valid period of documentary guaranty:~~

~~廠商未依契約規定期限履約或因可歸責於廠商之事由，致有無法於保證書、保險單或信用狀有效期內完成履約之虞，或本中心無法於保證書、保險單或信用狀有效期內完成驗收者，該保證書、保險單或信用狀之有效期應按遲延期間延長之。廠商未依本中心之通知予以延長者，本中心將於有效期屆滿前就該保證書、保險單或信用狀之金額請求給付並暫予保管，其所生費用由廠商負擔。其須返還而有費用或匯率損失者，亦同。~~

~~When the Contractor fails to perform the contract within a time limit stipulated in the contract, or due to any event attributable to the Contractor that result work cannot be performed within the period of letter of guarantee, insurance policy or letter of credit, or the Institute cannot complete the inspection and acceptance within such period, the same period shall be extended accordingly. If the Contractor has not arranged the extension as advised by the Institute, the Institute will proceed to collect the performance bond into custody before its expiration. All the charges thus incurred because of the collection of the performance bond shall be borne by the Contractor. The aforesaid shall also apply where the expenses or exchange losses due to releasing the guarantee bond herein incurred.~~

~~(十一)履約保證金或保固保證金以其他廠商之履約及賠償連帶保證代之或減收者，履約及賠償連帶保證廠商（以下簡稱連帶保證廠商）之連帶保證責任，不因分次發還保證金而遞減。該連帶保證廠商同時作為各機關採購契約之連帶保證廠商者，以 2 契約為限。~~

~~Where the performance bond or warranty bond is substituted or reduced by a joint and several guarantee for performance and compensation provided by an other supplier, the joint liability of the joint and several guarantee supplier for contract performance and compensation (hereinafter referred to as the “joint and several guarantee supplier”) released progressively with the release of the guarantee bond in parts. In case the joint liability of such joint and several guarantee supplier provides joint and several guarantee to more than one government procurement contracts at the same time, the maximum number of contracts for which it guarantees shall be limited to two.~~

~~(十二)連帶保證廠商非經本中心許可，不得自行申請退保。其經本中心查核，中途失其保證能力者，由本中心通知廠商限期覓保更換，原連帶保證廠商應俟換保手續完成經本中心認可後，始能解除其保證責任。~~

~~The joint and several guarantee supplier shall not be entitled to apply for releasing the guarantee without the Institute's prior consent. However, where the Institute deems that said supplier is no longer capable of acting as a joint and several guarantee supplier, the Institute shall notify the Contractor to replace it within a time limit. The original joint and several guarantee supplier shall take the joint and several responsibility until the replacement procedure is completed upon the Institute's approval.~~

~~(十三)本中心依契約規定認定有不發還廠商履約保證金之情形者，除已洽由連帶保證廠商接續履約者外，該連帶保證廠商應於 5 日內向本中心補繳該不發還金額中，原由連帶保證代之或減收之金額。~~

~~Where the Institute deems that circumstances for not releasing performance bond by the contract exist, the joint and several guarantee supplier shall, within 5 days, make a supplemental payment to the Institute equal to the amount that had previously been substituted or reduced due to joint and several guarantee, unless the Institute has notified the joint and several guarantee supplier to take.~~

~~(十四)廠商為優良廠商或押標金保證金暨其他擔保作業辦法第 33 條之 6 所稱全球化廠商而減收履約保證金、保固保證金者，其有不發還保證金之情形者，廠商應就不發還金額中屬減收之金額補繳之。~~

~~Where the Contractor is an outstanding supplier or a globalized supplier as referred to in Article 33-6 of Regulations for Bid Bond, Guarantee Bond and Other Guarantees, and whose amount of performance bond or warranty bond is reduced, the Contractor shall make a supplemental deposit that equals to the reduced amount of the unreleased bond or guarantee, in the circumstance that the bond or guarantee shall not be released.~~

~~(十五)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 the Institute 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. The Institute 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 in performance shall comply with the contract specifications, possess generally accepted professional and technical standards, and be free from defects that diminish its value or render it unsuitable for ordinary or agreed-upon use.

(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 the Institute 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 **10** 日（由本中心於招標時載明；未載明者為 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 the Institute 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, the Institute shall, accompanied by the Contractor and within **10** days (to be specified by the Institute in the tender documentation; “7 days” if not specified) 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 the Institute in the tender documentation; “7 days” if not specified) after completion of contract performance, provide related data to the Institute for review. The Institute shall conduct the preliminary inspection and take minutes within _____ days (to be specified by the Institute in the tender documentation; “30 days” if not specified) from the date of receipt of all of the foregoing data. Where a preliminary inspection is passed, the Institute shall conduct the inspection and acceptance and make a record within _____ days (to be specified by the Institute in the tender documentation; “20 days” if not specified).

- 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；未載明者為 30 日）內辦理驗收，並作成驗收紀錄。

Upon completion of the performance subject., where no preliminary inspection is adopted, the Institute shall conduct the inspection and acceptance and take minutes within 30 days (to be specified by the Institute in the tender documentation; “30 days” if not specified) 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)：本案得視案件情形辦理審查，履約進度分期詳如本案契約書第五條及需求說明書第四條。

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):

TFAI may conduct the review depending on the situation of the procurement. The details of the inspection and acceptance by segment is as Article V of the Contract and Article IV of “Statement of Requirements” 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 the Institute, 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 the Institute, 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 the Institute.

- (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 the Institute 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 the Institute.

- (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 the Institute deems that it is necessary to use the completed part, the part shall be inspected and accepted in advance or be reviewed and inspected by segment.

- (五)廠商履約結果經本中心初驗或驗收有瑕疵者，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, the Institute 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 the Institute, 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 14 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 the Institute in the tender documentation, optional) but the defects still can not be modified, the Institute 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 modification.

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。

In the event of performance deficiencies attributable to the contractor, the Institute reserves the right to impose liquidated damages. The liquidated damages amount shall be computed as a percentage of the contract price corresponding to the defective performance, set at 20 % (or 20% if unspecified). Should the Institute be able to substantiate damages exceeding the calculated amount, the assessment will be based on the proven damages presented by the Institute.

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 the Institute in the tender documentation; “1 ‰” shall apply if not specified) of the total contract price. All days (including holidays, etc.) shall be included, and there shall be no distinction in the calculation of the performance period between working days and 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 the Institute 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 the Institute 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 (The Institute may remove this clause from the tender documentation)

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__%（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。

The completion or initial inspection/acceptance of the first two items, with unfinished performance or identified defects, shall not hinder the use of other completed and defect-free portions by users (not limited to instances where this Institute has already initiated usage). For the incomplete performance or defective parts, the daily overdue penalty shall be calculated at __% of the contract amount (as specified by this Institute in the bidding documents; if not specified, it shall be 3%). The penalty amount shall not exceed the daily calculation based on the total contract amount.

~~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。~~

~~If the contractor fails to appoint an adequate labor representative, as stipulated in Article 8, Item 16, Subitem 9, the period of default shall commence from the day following the date by which an equivalent labor representative should have been appointed. In addition to the deduction of the corresponding portion of the contract price, a penalty for default will be applied. The default penalty will be calculated based on the monthly salary of the absent labor representative, at a rate of __% (specified by the procuring entity in the tender; if unspecified, it is 20%), divided by the unit price per day of __ days (specified by the procuring entity in the tender; if unspecified, it is 30 days), multiplied by the number of default days.~~

(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 a partial inspection and acceptance 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。

The Institute may directly deduct the amount of liquidated damages for delay

from the contract price payable. Where there is an insufficient amount for deduction, the Institute 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%** (to be specified by the Institute in the tender documentation, “20%” shall apply if not specified) of the total contract price, excluding the penalty under Article 8, Item 16, Subitem 5, and not accounting for the compensation liability cap specified in Article 14, Item 10, Subitem 2.

- (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：

The Institute and the Contractor have the option to extend the performance period if unable to meet the contractual obligations due to force majeure or other uncontrollable circumstances. In cases where performance becomes impracticable, the parties may be relieved of their contractual responsibilities.

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、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 the Institute 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; or

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。

In case of an outbreak of a contagious disease, as stipulated in Article 3 of the Communicable Disease Control Act, that is deemed significant enough to affect the execution 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 the Institute as force majeure or circumstances beyond the control of the contractor.

(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. In the event that the contractor faces additional costs arising

from the aforementioned reasons, the Institute may, after considering the actual circumstances and reviewing evidence presented by the contractor, provide compensation for the resulting losses (excluding foregone profits) and initiate contractual adjustments.

- (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 the Institute 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 the Institute 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 for delay will be calculated basing on the delayed stage.

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 the Institute 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 the Institute 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 15 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 the Institute 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 the Institute. The Institute may claim for compensation for damages.

(三)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)

The works completed by the contractor in the performance of this contract are as follows: (The specific types of works completed, depending on the case, will be indicated by the contracting entity at the time of bidding)

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 Reports
【3】 成果／結案報告書 Results/Conclusion Reports
【4】 影音 Audiovisual 【5】 照片／圖片 Photographs/Illustrations
【6】 文創品 Cultural and Creative Products
【7】 手稿／設計稿 Manuscripts/Design Drafts 【8】 詞曲創作成品 Songwriting and Composition
【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：

In cases where the contractor's performance outcomes involve the creation of copyrights related to the performance object:

1. 本中心取得著作財產權授權者：

Granting Copyright Authorization to the Institute:

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。

Depending on the selection made in the third item:

All works Specific works

(If it is not necessary to obtain copyright for all works, please specify the works for which authorization is required based on the actual needs of the case.) The Institute is granted authorization to obtain the copyright for the specified works.

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。

Note: The Institute may, based on the specific circumstances of each case and the subsequent use of works produced under this contract, not uniformly request the copyright holder to grant unrestricted, perpetual, global, unlimited, and royalty-free rights, including the right to sublicense to third parties.

(1)著作財產權之授權範圍：

Scope of Copyright Authorization:

①取得授權之著作財產權：

Copyrights for which authorization is obtained:

- 重製權 reproduce rights 改作權 adaptation rights 編輯權
compilation rights 出租權 leasing rights 散布權 distribution
rights 公開展示權 public display rights 公開口述權 public
recitation rights 公開播送權 public broadcast rights 公開上映
權 public presentation rights 公開演出權 public performance
rights 公開傳輸權 public display rights

②利用時間：

Usage Period:

- 自__年__月__日起至__年__月__日止。

From [MM/DD/YYYY] to [MM/DD/YYYY].

- 不限時間。

Unlimited time.

- _____ (自訂期間) _____ (Specify the period).

③利用地域：

Geographical Limitations:

- 限地域_____ (請載明)

Limited to specific region (please specify).

- 不限地域。

No geographical limitations.

④利用次數：

Usage Frequency:

- 限次數：_____ (請載明)

Limited frequency (please specify).

- 不限次數。

Unlimited frequency.

⑤本中心可否再授權第三人為上述之利用：

Authorization for Subsequent Third-Party Use:

- 可再授權。

Permissible for subsequent third-party authorization.

- 不可再授權。

Not permissible for subsequent third-party authorization.

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)

Other: _____ (If additional terms are required based

on the specific nature of the case, please provide detailed information.)

(2)授權約定條款：

Terms of Authorization Agreement:

- 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。

If the contractor is the actual creator of the work (natural person), the contractor is acknowledged as the author and rights holder. Upon completion of the work, the contractor grants the Institute the right to use the work within the specified scope.

- 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。

If the contractor is not the actual creator of the work but holds the intellectual property rights, the contractor grants the Institute the right to use the work within the specified scope upon completion. The contractor is required to submit the agreement on copyright ownership to the Institute within the contract-specified period.

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。

Note: If the contractor's employee is the actual creator, please refer to the sample Copyright Ownership Agreement in Appendix 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。

If the contractor's hired personnel is the actual creator, please refer to the sample Copyright Ownership Agreements in Appendices 2-2 and 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。

If the contractor is not the actual creator and does not hold the intellectual property rights, the contractor is obligated to obtain authorization from the actual owner of the intellectual property rights within the specified scope. The contractor must also submit the Copyright Ownership Agreement and Intellectual Property Rights

Authorization to the Institute within the contract-specified period.

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。

Note: If the contractor's employee holds the intellectual property rights, please refer to the sample Copyright Ownership Agreement in Appendix 2-1 and the Intellectual Property Rights Authorization Form in Appendix 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。

If the contractor's hired personnel holds the intellectual property rights, please refer to the sample Copyright Ownership Agreements in Appendices 2-2 and 2-3, and the Intellectual Property Rights Authorization Form in Appendix 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。

When the Institute uses the outcomes of the performance, unless the author explicitly requests anonymity, the author's name or title should be appropriately presented. In accordance with Article 4 of the “Regulations on Protection of Rights and Interests of Cultural and Art Workers,” if indicating the author's name or title is challenging based on the purpose and method of use, or if it doesn't violate social conventions, the author's name or title may be omitted.

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。

Note: If the completed work involves using others' works or lecture materials, please refer to the sample Intellectual Property Rights Authorization Forms in Appendices 1-2 to 1-5.

- 2.本中心取得部分著作財產權者：

For obtaining partial intellectual property rights:

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。

According to the selection made in item 3, All works Partial works (if only partial intellectual property rights need to be obtained, please

specify the works), the Institute obtains partial intellectual property rights for the aforementioned works

(1)取得著作財產權：

Intellectual Property Rights Obtained:

- 重製權 reproduce rights
- 改作權 adaptation rights
- 編輯權 compilation rights
- 出租權 leasing rights
- 散布權 distribution rights
- 公開展示權 public display rights
- 公開口述權 public recitation rights
- 公開播送權 public broadcast rights
- 公開上映權 public presentation rights
- 公開演出權 public performance rights
- 公開傳輸權 public display rights

(2)其他約定同本款第3目各子目之規定。

Other agreements are subject to the provisions of the third item of this clause and its respective sub-items.

3.本中心取得全部著作財產權者：

This Institute acquires all intellectual property rights:

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。

Based on the selection in Clause 3, all works partial works (if obtaining all intellectual property rights for the works is unnecessary, please specify the partial works as required), acquiring intellectual property rights for the aforementioned works.

(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：

The contractor shall transfer the intellectual property rights to this Institute upon completion of the works in the following manner:

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。

If the contractor is the actual creator of the work (natural person), the supplier will be acknowledged as the creator and will enjoy moral rights, with the intellectual property rights belonging to this Institute.

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。

If the contractor is not the actual creator of the work but possesses intellectual property rights, the supplier shall transfer the intellectual

property rights to this Institute upon completion of the work. The supplier is also obligated to submit the agreed-upon ownership transfer document to this Institute within the stipulated contractual period.

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。

Note: 1. If the contractor's employee is the actual creator, please refer to the use of the attached template for the Copyright Ownership Agreement 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。

If the contractor's contractor is the actual creator, please refer to the use of the attached templates for the Copyright Ownership Agreement 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。

If the contractor is not the actual creator of the work and does not possess intellectual property rights, they are obliged to assist this Institute in acquiring the intellectual property rights. The contractor must also deliver the agreed-upon Copyright Ownership Agreement and Intellectual Property Rights Transfer Agreement to this Institute within the specified contractual period for documentation.

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。

Note: 1. If the contractor's employee is the intellectual property rights holder, please refer to the use of the attached templates for the Copyright Ownership Agreement 2-1 and Intellectual Property Rights Transfer Agreement 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。

If the contractor's contractor is the intellectual property rights holder, please refer to the use of the attached templates for the Copyright Ownership Agreement 2-2, 2-3, and Intellectual Property Rights Transfer Agreement 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。

In the event of the completion of the contractor's performance under this contract, the contractor or the actual creator of the work may submit a written request to this Institute for the authorization to use the intellectual property rights obtained by this Institute under this contract. The request should provide details such as the authorization period, authorized region, scope of rights, purpose and method of use, authorization fee, or any other compensation plan. However, this Institute reserves the right to refuse authorization if the intended use, method, or other authorization content by the supplier violates the purpose or policies stipulated in the procurement contract.

- (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。

When utilizing the results of the contract performance, unless the creator explicitly chooses to remain anonymous, appropriate measures will be taken to represent the creator's name or identity. In accordance with Article 4 of the "Regulations for the Protection of Rights of Culture and Arts Workers," considering the purpose and method of use, it is permissible to omit the name or identity of the creator if representation poses difficulties or does not violate societal norms.

■4.本中心為著作人，並享有著作人格權及著作財產權：

This Institute, holding both moral rights and intellectual property rights, is designated as the creator:

- (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 the works selected in subparagraph 3, all works partial works (Specify only the necessary works, as it is unnecessary to designate all works with this Institute as the creator based on actual needs).

- (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。

Upon completion of the contractor's performance under this contract, the contractor or the actual creator of the work may submit a written request to this Institute for authorization. The request should specify the authorization period, authorized region, scope of rights, purpose and method of use, authorization fee, or other compensation plans. However, if the intended use, method, or other authorization content by the contractor violates the purpose or policies stipulated in the procurement contract, this Institute reserves the right to refuse authorization.

□5.本中心與廠商為共同著作人：

This Institute and the contractor are designated as joint creators:

- (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。For the works selected in Section 3, all works partial works (Specify only the necessary works, as it is unnecessary to designate all works as joint creations with this Institute and the contractor based on actual needs).
- (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。

The proportion of ownership of intellectual property rights, scope of authorization, and the distribution of profits from subsequent derivative works shall be specified by this Institute at the time of tendering. Except for the transfer of their respective portions, exclusive authorization to third parties, and the establishment of pledges, no consent from the other party is required. Each party may independently utilize the work or authorize others to use it, with gains and losses regarding the results of utilization borne individually in the absence of other agreements.

- 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。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。

If the completion of this contract involves the use of works from third parties, such as music, photography, graphics, audio-visual materials, recording, drama, dance, fine arts, translation, or other works, the contractor must secure the consent of the copyright holders for the inclusion of their works in the completed deliverables under this contract. This Institute and its authorized representatives may then establish relevant usage agreements based on the details specified in this Section 1. The contractor is required to provide the aforementioned authorization agreements to this Institute. When utilizing the results of the performance, this Institute will appropriately attribute the name or title of the creator unless the creator explicitly waives attribution rights. If attribution proves challenging due to the nature of use or doesn't conform to societal norms, the creator's name or title may be omitted, adhering to the regulations outlined in Article 4 of the “Regulations for the Protection of Rights of Culture and Arts Workers.”

註：請參考使用附錄著作財產權授權書範本 1-2~1-5。

Note: Please consult Appendices 1-2 to 1-5 for sample templates of copyright authorization agreements.

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。

In cases where the contractor's performance results involve interpretive data, and to align with this Institute's open data policy, the contractor is required to provide a brief description, preview images, and snippets of audio-visual content for the interpretive data (metadata). The contractor must obtain copyright for the provided interpretive data and grant non-exclusive rights to this Institute for reproduction, adaptation, editing, public transmission, or other forms of utilization, with no restrictions on time or geographical location.

□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。

In the event that the outcomes of this contract are suitable for trademark or patent applications by this Institute, and if the work is carried out by employees or contractors of the contractor, the contractor is responsible for notifying these individuals of such circumstances. The contractor is required to furnish or assist this Institute in obtaining the necessary documents and files for trademark or patent applications, and an agreement should be established designating this Institute as the applicant for trademarks or patents.

(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：

In cases where the performance by the business entity involves the creation of intellectual property other than copyright (including patent rights, trademark rights, integrated circuit layout design rights, trade secrets, etc.) related to the subject of performance:

本中心取得部分權利（內容由業務單位載明）。

This Institute acquires partial rights (details to be specified by the business unit).

本中心取得全部權利。

This Institute acquires all rights.

本中心取得授權（內容由業務單位載明）。

This Institute acquires authorization (details to be specified by the business unit).

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。

Note: This section is applicable only if the Institute explicitly stipulates in the procurement contract that the supplier needs to submit intellectual property other than copyright. If the procurement contract does not include such a requirement, this section should be omitted.

(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。

The Institute 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。

The Institute 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 the Institute.

- (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 there are any damages to either party due to causes attributable to the other party, that party shall be liable for the compensation. In case of disputes over the determination 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）。

The scope of compensation for damages is limited to filling the actual injury and the interests lost to the other party, as specified in paragraph 1 of Article 216 of the Civil Code. ■Except for damages caused intentionally or through gross negligence, neither party to the contract shall be liable for the “loss of profits” (to be selected by the contracting authority at the time of

tender).

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) The upper limit for compensation, excluding the liquidated damages specified in Article 8, Subparagraph 16, Item 5, Article 13, and Article 14, Subparagraph 12, is as follows: (If the Institute wishes to establish a limit, please indicate during the bidding process)

■ 契約價金總額。The 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。A fixed amount of __ dollars.

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。

In cases where the above-mentioned cap is set, the compensation for damages to the other party shall not be limited by the cap, except as provided by law (e.g., Article 227, paragraph 2 of the Civil Code concerning indemnification for intentional concealment of defects, intentional or gross negligence, or infringement of rights against a third party).

(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 the event of deficiencies in the contract performance, the contractor is responsible for rectifying or redoing the work at their own expense upon receipt of notification from the Institute. However, such notification should be made within one year after the acceptance of the performance results. This limitation also applies to partial acceptances.

(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。

If the Institute initiates another procurement based on the contractor's performance and errors in quantity calculation or omission of items lead to an absolute increase or decrease in the settlement amount of the additional procurement, exceeding 5% of the total contract price for that additional

procurement, a penalty will be calculated. The penalty is determined by multiplying the ratio of the amount exceeding 5% to the total contract price of the additional procurement by the total contract price of this contract. Nevertheless, the cumulative penalty under this clause is capped at 10% of the total contract price of this contract.

(十三)派駐勞工：Labor Deployment:

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。

~~The contractor assures that labor deployed to the Institute for services will not disclose any confidential business documents or information to any person, entity, or group during their work period at the Institute and after the termination of this contract without obtaining written consent from the Institute. Additionally, the contractor guarantees that the deployed labor will return any property belonging to the Institute and any confidential documents or information held during the performance period upon the termination (or rescission) of the contract.~~ **On the day of deployment, the deployed labor must submit a signed confidentiality agreement to the Institute.**

2. 前目所稱保密之文件及資料，係指：

~~The term “confidential documents and information” mentioned earlier encompasses~~

- (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。

~~All documents and information classified by the Institute in its operations as confidential, secret, highly secret, or absolute secret, including content related to its business or research and development.~~

- (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佈之資料、訊息及文件。

~~Information, data, and documents related to the work performed by the contractor’s deployed labor at the Institute, the outcomes of which are not yet suitable for public disclosure.~~

~~(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。~~

~~Documents and information mandated by laws and regulations to be kept confidential or protected, such as those stipulated by the Personal Information Protection Act.~~

~~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機關之派駐勞工，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。~~

~~The contractor is prohibited from assigning the spouse of the Institute's chief executive officer or relatives within the third degree of consanguinity or affinity to work as labor deployed by the Institute or its affiliated agencies. Additionally, the contractor may not designate the spouses of the Institute's unit supervisors and procurement personnel within the third degree of consanguinity or affinity to serve as labor deployed by those units. Any violation of these avoidance employment regulations shall prompt the Institute to notify the contractor, allowing a specified period for corrective actions, and may serve as a basis for contractual penalties.~~

(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。

The Institute is restricted from incorporating into this contract the provision of official vehicles for Institute use, photocopiers, computer equipment, mobile phones (including numbers), fax machines, and other office facilities, as well as their consumables, which should be independently provided by Institute personnel.

第十五條 契約變更及轉讓

Article 16 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。

The Institute 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 10 days after receiving the notification. The government estimate for the amendment of contract price shall be set in accordance with Article 18 of the Regulations for the Implementation of Procurement Operations by the Taiwan Film and Audiovisual Institute. For any changes to the original items of contract performance due to contract amendment requested by the Institute, and in the event of such amendment would result in change of price or conditions of contract for the amended ones, price negotiation may be conducted therefore. Where the newly added subject of contract contains original items, the same shall apply if evidence provided by the contractor revealed that original unit price is obviously inequitable for the newly added ones. The modification of the contract price, with its base price, shall be determined in accordance with the provisions of Article 18 of the Taiwan Film and Audiovisual Institute Procurement Operations Implementation Regulations.

(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 the Institute accepts the related amendment documents submitted by the Contractor, the Contractor shall not change the contract by itself. Except otherwise requested by the Institute, the Contractor shall not, because of the Institute'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 the Institute accepts the related amendment documents submitted by the Contractor, the Institute 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 the Institute.

(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，檢附規格、功能、效益及價格比較表，徵得本中心書面同意後，以其他規格、功能及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 the Institute 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 required 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 the Institute.

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。

In situations outlined in the preceding section, where there is a necessity to augment the budget, and upon a comprehensive evaluation determining greater advantages for the overall interests of the Institute, the restrictions stated in the prior clauses may be disregarded.

(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 the Institute 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 the Institute 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 17 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, the Institute 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。

Breach of the regulations outlined in Article 39, Paragraphs 2 or 3, of the Procurement Act by the project management firm.

2.有採購法第 50 條第 2 項前段規定之情形者。

Situations falling within the criteria specified in Article 50, Paragraph 2, of the Procurement Act.

3.廠商以支付他人佣金、比例金、仲介費、後謝金或其他不正利益為條件，促成採購契約成立之情形者。

Instances where the firm, in facilitating the formation of a procurement contract, conditions it upon the payment of commissions, proportional fees, brokerage fees, post-gratuity fees, or other illicit benefits.

4.違反不得轉包之規定者。

Violation of the regulations prohibiting subcontracting.

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。

The firm or its personnel being convicted of offenses stipulated in Articles 87 to 92 of the Procurement Act, with a final and conclusive judgment of guilt.

6.因可歸責於廠商之事由，致延誤履約期限，情節重大者。

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 seriously delayed due to causes attributable to the Contractor, the following circumstances may apply (to be specified by the Institute in the tender documentation; if not specified, the first option shall apply):

■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。

Delay in performance exceeding 20%(to be specified by the Institute in the tender documentation; "20%" shall apply if not specified) and lasting for more than ten days.

百分比之計算方式：

Calculation of the 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。

In the case of unfinished contract performance with a delay exceeding the specified percentage, the Institute shall first notify the Contractor to remedy the situation within a specified period. If the situation is not remedied by the deadline, the percentage of delay in contract performance shall be calculated based on the difference between the actual progress on the day of the notice for improvement and the approved scheduled progress percentage for both the day of the notice and the deadline, as determined by the Institute's contract progress calculation method if specified. If the Institute has not specified a contract progress calculation method, it shall

be calculated based on the number of days overdue.

(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。

In the case of contract performance that has already been completed but is overdue or for contract performance that is still unfinished and exceeds the final contract performance deadline, it shall be calculated based on the number of days overdue.

□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 the Institute'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 the Institute'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 14 條第 13 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。

Failure to correct a significant violation after being notified by the National Film and Audiovisual Culture Institute of a breach of the conditions outlined

in Article 8, Paragraph 16, **Items 1, 2 (Subitem 1 and Subitem 2)**, and 17, Paragraph 3, Items 1 (applicable if the relevant option is selected) to 3, and Article 14, Paragraph 13, Item 3, of this contract.

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 labor 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 the Institute 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, the Institute may, in an appropriate manner approved by the Institute, 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, the Institute may deduct or claim against the contract price as well as not to release the guarantee bond. The same shall also apply if the Institute 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, the Institute may terminate or rescind all or

part of the contract, 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 the Institute shall be paid according to the contract price provided that it is usable. The Institute 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。

The provisions of the preceding two clauses shall apply in cases of termination or rescission of the contract, except when such termination or rescission is necessary due to a change in policy or reasons not attributable to the contractor's fault (such as those caused by force majeure).

- (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。

The Institute 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)因可歸責於本中心之情形，本中心通知廠商部分或全部暫停執行：

The Institute 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 the Institute reasonably in the tender documentation, “2 months” will apply, if not specified), the Institute shall first make payment for the completed portion of the performance.

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 the Institute reasonably in the tender documentation, “6 months” will apply, if not specified), the Contractor may notify the Institute to terminate or rescind the contract in whole or in part, and may claim against the Institute 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 the Institute.

(九)廠商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 involved in this contract. The same prohibition applies to subcontractors. In the event of a breach of this provision, the Institute may terminate or rescind the contract and deduct double the amount of the improper benefit from the contract price. If the deduction cannot be made, the Contractor shall be required to make the payment within a specified period.

(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 the Institute due to causes not attributable to the Contractor:

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 the Institute 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 the Institute 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 the Institute reasonably in the tender documentation; “3 months” will apply, if not specified), the Contractor may notify the Institute 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 the Institute and the Institute does not fulfill such actions, the Contractor may request the Institute to fulfill such actions before a certain deadline. Where the Institute fails to fulfill such action within the deadline, the Contractor may notify the Institute to terminate or rescind of the contract in whole or in part, and may claim against the Institute for damages arising from termination or rescission of the contract.

(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 the Institute 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 the Institute 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 18 Dispute Settlement

(一)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 the Institute.

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.

(二)本契約以中華民國法律為準據法，並以臺灣台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, and the Taipei District Court in Taiwan shall have jurisdiction as the court of first instance.

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 the Institute's employees or the personnel of the institution entrusted by the Institute 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 the Institute. 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 the Institute 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。

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

(六)廠商內部揭弊者保護制度及本中心處理方式：

Whistleblower Protection System for Vendor Employees and Procedures Adopted by this Institute:

1. 廠商人員（包括勞工及其主管）針對本採購案發現其雇主、所屬員工或本中心人員（包括代理或代表本中心處理採購事務之廠商）涉有違反採購法、本契約或其他影響公共安全或品質，具名揭弊者，廠商應保障揭弊人員之權益，不得因該揭弊行為而為不利措施（包括但不限解僱、資遣、降調、不利之考績、懲處、懲罰、減薪、罰款〈薪〉、剝奪或減少獎金、退休〈職〉金、剝奪與陞遷有關之教育或訓練機會、福利、工作

地點、職務內容或其他工作條件、管理措施之不利變更、非依法令規定揭露揭弊者之身分)。但若發生違法或違約之行為(例如無故曠職、洩漏公司機密等),不在此限。

Vendor personnel (including workers and their supervisors) who, in relation to this procurement, disclose the violation of procurement laws, this contract, or other matters affecting public safety or quality involving their employer, fellow employees, or personnel of this Institute (including those acting on behalf of this Institute in handling procurement affairs) shall be protected as whistleblowers. Vendors shall safeguard the rights of whistleblowers and shall not take any detrimental measures (including but not limited to dismissal, termination, demotion, unfavorable performance evaluations, disciplinary actions, penalties, salary deductions, deprivation or reduction of bonuses, retirement benefits, deprivation of education or training opportunities related to promotion, welfare, work location, job duties, or other working conditions, unfavorable changes in management measures, or any unfavorable changes related to disclosure of whistleblower identity) against whistleblowers due to their whistleblowing actions. However, this does not apply in cases of illegal or contractual violations (such as unjustified absenteeism or disclosure of company confidential information).

2. 廠商人員之揭弊內容有下列情形之一者,仍得受前目之保護:

- (1) 所揭露之內容無法證實。但明顯虛偽不實或揭弊行為經以誣告、偽證罪緩起訴或判決有罪者,不在此限。
- (2) 所揭露之內容業經他人檢舉或受理揭弊機關已知悉。但案件已公開或揭弊者明知已有他人檢舉者,不在此限。

Vendor personnel disclosing whistleblowing information falling under any of the following circumstances are still eligible for the protection mentioned above:

- (1) The disclosed content cannot be verified, but it does not apply if the disclosure is obviously false or if the whistleblower has been charged with false accusation or perjury and the case has been either suspended or found guilty.
- (2) The disclosed content has been reported by others or is already known to a whistleblowing authority. However, if the case has been publicly disclosed or the whistleblower is aware that others have reported it, this limitation does not apply.

3. 廠商內部訂有禁止所屬員工揭弊條款者,該約定於本採購案無效。

Any internal regulations of vendors prohibiting employees from whistleblowing are deemed invalid in this procurement.

4. 為兼顧公益及採購效率,本中心於接獲揭弊內容後,應積極釐清揭弊事由,立即啟動調查;除經調查後有具體事證,依契約及法律為必要處置外,廠商及本中心仍應依契約約定正常履約及估驗。

To balance public interest and procurement efficiency, upon receiving whistleblowing information, this Institute shall actively clarify the reasons for

the whistleblowing and promptly initiate an investigation. Unless there is concrete evidence found after the investigation that necessitates contractual or legal actions, vendors and this Institute shall continue to fulfill their contractual obligations and inspections as stipulated in the contract.

(七)本契約未載明之事項，依國家電影及視聽文化中心採購作業實施規章及民法等相關法令。

For any matters not provided for in this contract, Taiwan Film and Audiovisual Institute Procurement Operations Implementation Regulations and relevant laws such as the Civil Code., and other relevant laws and regulations shall apply.

(八)如廠商進入本中心全區域工作，須遵守本中心之管理須知及職安規定，並簽訂本中心之承攬商安全衛生切結書及承攬商進場作業危害告知單。

In the event that the contractor operates within the entire premises of this Institute, they are required to adhere to the Institute's management guidelines and occupational safety regulations. Furthermore, they must execute the Institute's contractor's safety and health undertaking statement and the contractor's site operation hazard advisory notice.

立合約書人 Declarant

本 中 心：國家電影及視聽文化中心

Institute: Taiwan Film and Audiovisual Institute

代 表 人：董事長 褚明仁

Representative: Chairman Chu Ming-jen

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Fax: 02-85222656

統 一 編 號：00973691

Business ID Number: 00973691

廠 商 Contractor：

負 責 人 Responsible Person：

地 址 Address：

電 話 Phone：

傳 真 Fax：

統 一 編 號 Business ID Number：

中 華 民 國 年 月 日
[M o n t h] [D a y] , [Y e a r]