

國立高雄科技大學御風實習船船員僱傭契約書
National Kaohsiung University of Science and Technology
Employment Contract for Seafarers on Training Ship *Wind Rider*

112 年 12 月 20 日本校 112 學年度第 2 次校務基金管理委員會通過
Approved during the 2nd meeting of the University Endowment Fund Management Committee on December 20,
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113 年 3 月 21 日本校 112 學年度第 4 次校務基金管理委員會通過
Approved during the 4nd meeting of the University Endowment Fund Management Committee on March 21,
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第一條
Article 01

本契約經雇用人_____（以下簡稱甲方）與受僱船員（以下簡稱乙方）雙方基於誠實信用、公平對等原則同意簽訂，並由乙方法定繼承人連署。

本契約未規定事項，依據船員法、主管機關法令及甲方御風實習船工作人員管理要點等相關規定辦理。如該項有關法令修正時，從其修正後之規定。

甲方與乙方於本契約以外所為之約定或乙方對甲方所作之承諾，與法令牴觸或與本契約牴觸者，均不生效力。

船舶所有權人：_____

船舶代管人：_____

船舶註冊編號：_____

註冊國家：_____

註冊地址：_____

This agreement is entered into by the employer _____ (hereinafter referred to as “Party A”) and the seafarer (hereinafter referred to as “Party B”). Both parties, in line with the principles of honesty, trust worthiness, fairness, and equality, agree to sign this contract and have it countersigned by the statutory successor of Party B. Any matter or event not provided in the context of this contract shall be governed by and interpreted in accordance with the *Seafarer Act*, regulations of competent authorities, and Party A’s Guidelines Governing the Management of Employees on Training Ship *Wind Rider*. However, if the regulations have specific amendments, such amendments shall prevail after getting the approval of competent authorities. Any additional agreements between Party A and Party B or promises given by Party B not included in this contract shall become invalid if contradictory to laws or this contract.

Registered ship owner: _____

Ship management agent: _____

Ship official number: _____

Registered country: _____

Registered address: _____

第二條
Article 02

乙方姓名：

Name of Party B

乙方年齡： 歲；出生於民國 年 月 日；出生地：
Age of Party B: ; Date of Birth (Y/M/D): ; Place of Birth:

第三條
Article 03

乙方受僱職務：
乙方服務船名：御風
Position of Party B

Name of the ship on which Party B serves: *WIND RIDER*

甲方因教學、船員工作適任因素或船員取得海事資經歷年資等營運業務需要，得經乙方同意依其所具適任證書資格調整至職責程度相當之其他船員職務，並依調整後職務支薪；乙方拒絕調整職務，由甲方列入考核及續僱參據。
Due to operating business, such as teaching, crew competency factors or maritime qualifications and experience, Party A could adjust the position to another equivalent one according to Party B's Certificate of Endorsement for Seafarers with the consent of Party B. Wages and allowances will base on the adjusted position. If Party B refuses the adjustment, Party A will take it into the evaluation and re-employment reference.

第四條
Article 04

簽約日期：民國 年 月 日；
簽約地點：
生效日期（包括僱傭與解僱）：
Date of Contract (Y/D/M):
Place of Signing:
Effective Date (including employment and dismissal):

第五條
Article 05

僱傭期間：_____個月，自訂約生效之日起算。僱傭期間最長為一年，且連續在船期間不得超過十一個月，如係續約者，自前約屆滿之次日起算，如乙方年齡於訂約或續約時已超過六十四歲者，僱傭期間至乙方年齡屆滿六十五歲之日止。

The employment period starts from the effective date of the contract and will be _____month(s) in total. The maximum employment period is one year, and Party B shall not stay on board the ship continuously for more than eleven months. The effective date of the renewed contract shall be the day following the expiration date of the previous contract. If Party B is over sixty-four (64) years old on the date of contract or renewed contract, the expiration date of contract shall be the day that Party B becomes sixty-five (65) years old.

契約期限於航行中屆滿者，以船舶到達第一港後經過四十八小時為終止。
If this contract expires during a voyage, termination will occur 48 hours after the ship arrives at the first port.

第六條
Article 06

乙方之待遇：
Remuneration:
(一)薪資：每月新臺幣_____元。服務未滿整月者，當月薪資按實際在職日數覈實計支。每日計發金額，以當月全月薪資總額除以全月日數

計算。

(I) Wages: NT\$_____ per month. For services that are less than a full month, the wages for that month will be paid based on the verified actual number of working days. The daily issuance amount is calculated by dividing the total monthly wages by the total number of days in the month.

(二)津貼：包含航行加給及固定加班費；分別依每月實際出海航行日數或在職日數計給航行加給或固定加班費。

(II) Allowances: The allowances, which include sailing allowance and fixed overtime compensation, will be paid based on the actual number of sailing days or the actual number of days in employment.

(三)特別獎金：包含年終獎金、考核獎金及非固定加班費。

(III) Special bonuses: The special bonuses include year-end bonus, performance bonus, and non-fixed overtime compensation.

(四)伙食：由甲方供應，伙食費按實際在船天數計算，每人每日不低於新臺幣三〇〇元。

(IV) Victualling allowances: Party A shall pay victualling allowances calculated based on the actual number of days on board. The allowances shall be no less than NT\$ 300 per person per day.

前項數額依甲方御風實習船工作人員管理要點第十五點及其附表支給，如所派職務遇有變動時依變動後所任職務給付。

The above mentioned amounts shall be paid in accordance with Point 15 of Party A's Guidelines Governing the Management of Employees on Training Ship *Wind Rider* and its appendices. The payment shall be made in accordance with the new position if there are any changes to the designated job duties.

本契約內稱薪津者，係指乙方在服務期間，按月支領之薪資及津貼，但薪資應占薪津總數額百分之五十以上。

As used in this contract, "wages and allowances" refer to the monthly payments made to Party B during his/her service period. However, the wages shall be more than 50% of the total amount, including both wages and allowances.

第七條
Article 07

薪津之給付，除另有約定外，每月發給一次，於每月五日前（遇例假日順延）一次性核發前月之薪津。

Unless otherwise agreed, wages and allowances will be paid once every month. The full amount for the previous month will be paid no later than the fifth day of every month, or the next business day if it falls on a holiday.

第八條
Article 08

工時及休息：

Working Hours and Rest:

(一)乙方正常工作時間，每週工作總時數四十四小時；乙方每七日中至少應有一日之休息，作為例假。但因甲方航行或教學等工作需要，乙方仍應出勤或輪值。

(I) In normal working hours, Party B's total working hours per week shall be forty-four (44). Party B shall be entitled to at least one day of rest as a holiday within a seven-day period. However, in case of sailing or teaching duties required by Party A, Party B shall still attend work or be on shift.

(二) 甲方因航行或教學等工作需要，乙方於船員法所定國定假日及航海節仍應出勤或輪值。

(II) In case of sailing or teaching duties required by Party A, Party B shall still attend work or be on shift during the national holidays stipulated in the *Seafarer Act* and on the Navigation Day.

第九條

固定加班費：

Article 09

Fixed Overtime Compensation

(一) 乙方每月之各週工作總時數超過四十四小時，及於船員法所定國定假日及航海節繼續工作之時數，甲方每月應發給固定加班費八十五小時。乙方當月之加班時數，依勞動基準法所定標準核計之加班費高於固定加班費者，除特殊事由經業管單位簽准支給非固定加班費外，另行安排輪休。

(I) If Party B works for more than forty-four (44) hours in total per week in a month and works during national holidays stipulated in the *Seafarer Act* and on Navigation Day, Party A shall pay Party B a fixed overtime compensation of eighty-five (85) hours for the given month. In terms of Party B's overtime hours of the given month, when the overtime compensation calculated based on the standards stipulated in the *Labor Standards Act* is higher than the fixed overtime compensation, days off should be arranged for Party B, except for special reasons approved by the management unit for the payment of non-fixed overtime compensation.

(二) 固定加班費按照薪資之每小時薪資新臺幣 _____ 元標準計算。(左列時薪以每月 30 日概估，實際時薪依當月全月薪資總額除以全月日數再除以 8 小時計算。)

(II) Fixed overtime compensation is calculated based on the hourly wage standard of NT\$ _____ dollars.

(三) 有下列情況之一，乙方工作雖超過前條第一款所定工時，不得視為加班：

(III) The exceeding working hours mentioned above shall not be deemed as overtime under any of the following circumstance:

1. 船舶上發生緊急情況及偶發事件。

Emergency situations and contingent events on board.

2. 船舶所在港口發生緊急或特殊情況。

Emergency or particular situations on board in the port.

第十條

休假：

Article 10

Leave:

(一) 國定假日及航海節為休假日。

(I) The national holidays and Navigation Day are defined as paid leaves.

(二) 乙方繼續服務滿一年，甲方應給予有給年休三十天。未滿一年者，按其服務月數比例計之。

(II) Party A shall offer thirty days of paid annual leave if Party B has served for one full year. If Party B has worked less than one year, the paid annual leave shall be calculated on a pro rata basis in accordance with the number of months he/she has served.

(三) 甲方經徵得乙方於有給年休日工作者，應加發一日薪津，有給年休因年度終結或終止契約而未休者，應休未休之日數，甲方應發給薪津。

(III) In the event that Party A obtains Party B's consent to work on paid annual leave days, Party B shall receive an additional day's wage. Party A shall

compensate Party B for any paid annual leave days that are not used at the end of the calendar year or upon the termination of this contract.

第十一條
Article 11

甲方依船員法第二十二條第一項、第三項但書或非可歸責於船員之事由終止僱傭契約時，應依下列規定發給資遣費。

Party A, who terminates this employment contract in accordance with Paragraph 1 and proviso of Paragraph 3 of Article 22 of the *Seafarer Act* or for reasons not attributable to seafarers, shall offer severance pay based on the following criteria:

(一)給與平均薪資三個月。

(I) Party A shall offer a severance pay equivalent to three months' average wages.

(二)乙方繼續工作滿三年者，除依前款規定給付外，自第四年起每逾一年另加平均薪資一個月，不足一年部分，依比例計給之，未滿一個月者，以一個月計。

(II) In the event that Party B has worked for three consecutive years, in addition to the payment stipulated in the preceding paragraph, Party B is also entitled to an extra severance pay equivalent to one month's average wage per year starting from the fourth year. For those who have worked less than one year from the fourth year on, the extra severance pay will be calculated on a pro-rata basis. For those who have worked less than one month from the fourth year on, it will be calculated as one month.

前項僱傭契約之終止及預告期間，甲、乙雙方應依船員法第二十條至第二十二條規定辦理。

The termination of this contract and the advance notice period shall be carried out by both parties in accordance with Articles 20 to 22 of the *Seafarer Act*.

乙方依船員法第二十一條終止僱傭契約時，甲方應依第一項規定計算給付資遣費。

Party A shall offer severance pay to Party B in accordance with paragraph 1 of this article if Party B terminates this employment contract in accordance with Article 21 of the *Seafarer Act*.

第十二條
Article 12

乙方於僱傭期間屆滿前，非因配偶或直系尊親舉喪及家庭因重大災害有證明而請求辭職時，乙方應賠償甲方因僱用接替人員及為其本人而多付之旅費及薪資，僱傭關係自然終止。前項賠償總額最高以不超過乙方兩個月薪津。

Party B shall compensate Party A for additional travel expenses and wages for hiring a substitute if Party B resigns with certificates before the expiration of this employment contract due to reasons other than the death of his/her spouse or immediate relatives or damage to his/her family due to a major disaster. The maximum amount of indemnification shall not exceed two months of wages and allowances.

乙方於僱傭期間屆滿前，乙方因自身過失或不聽船上主管指揮，而遭遣返者，乙方應負責賠償因此而發生之損失及旅費等費用。前項賠償總額最高以不超過乙方兩個月薪津。

Party B shall compensate Party A for the loss and travel expenses incurred by the event of Party B being repatriated before the expiration of this employment contract due to making mistakes or disobeying on-board supervisors' instructions. The maximum amount of indemnification shall not exceed two months of wages and allowances.

乙方遣返之原因，得由航政機關調查認定之，並得在調查期間內停止乙方上船服務。甲方因乙方未能履行前各項之賠償責任時，可報請航政機關處分，或依甲方相關規定辦理。

The reasons causing the repatriation of Party B shall be investigated and verified by the shipping administration authorities. Party B shall stop offering services on board during the investigation period. Party A may report to the shipping administration authorities or handle the matter in accordance with their own regulations if Party B fails to fulfill the responsibility for compensation mentioned previously.

第十三條
Article 13

乙方因自身事故牴觸中華民國或所在國家法令，或下列情事之一者，致不能繼續隨船服務時，甲方得終止僱傭契約。

Party A may terminate this employment contract if Party B is not permitted to continue offering services on board due to a violation of the laws of the Republic of China (R.O.C) or the country where he/she is located, or if Party B is involved in any of the following offenses.

(一)犯性侵害犯罪防治法第二條第一項規定，經有罪判決確定者。

(I) Has been confirmed guilty by violating Paragraph 1 of Article 2 of the *Sexual Assault Crime Prevention Act*.

(二)經甲方性別平等教育委員會或依法組成之相關委員會調查確認有性侵害、性騷擾或性霸凌等行為者屬實者。

(II) Has been confirmed to be involved in sexual assault, sexual harassment, or sexual bullying through an investigation conducted by Party A's gender equity education committee or a committee established in accordance with relevant regulations.

(三)受兒童及少年性剝削防制條例規定處罰，或受性騷擾防治法第二十條或第二十五條規定處罰者。

(III) Subject to punishment in accordance with the provisions of the *Child and Youth Sexual Exploitation Prevention Act* or Article 20 or Article 25 of the *Sexual Harassment Prevention Act*.

(四)經各級社政主管機關依兒童及少年福利與權益保障法第九十七條規定處罰者。

(IV) Subject to punishment in accordance with Article 97 of the *Protection of Children and Youths Welfare and Rights Act* by competent authorities at various levels of social affairs and governance.

前項情形及非屬第十一條事由，乙方不得請求給與第十一條之資遣費。

Party B is not entitled to request severance pay stipulated in Article 11 if involved in any of the preceding offenses or for matters not falling under Article 11.

第十四條
Article 14

遣返:

Repatriation:

乙方於受僱港以外其僱傭關係終止時，不論任何原因甲方應負責將乙方送回中華民國之原受僱港。

Party A shall arrange for Party B to be returned to the port in R.O.C. where the employment initially occurred even if this employment contract is terminated in a

port overseas.

前項情形，乙方同意搭乘原服務之船舶返回者，或乙方因患病或受傷經甲方送上陸治療暫時不能送回時，不在此限。

In the event that Party B agrees to return by the ship where he/she currently serves or is unable to return due to hospitalization resulting from an illness or injury, the preceding paragraph does not apply.

除前項約定外，乙方同意搭乘甲方指定之交通工具返回原受僱港，其行李運量以該交通工具得免費載運者為限，超過時由乙方自理。

In addition to the preceding agreements, Party B, upon agreeing to use the means of transportation designated by Party A to return to the port where the employment initially occurred, shall ensure that his/her baggage is within the free baggage allowance and shall bear the additional costs for overweight baggage if it exceeds the baggage quota.

乙方如違反前兩項約定，致甲方送回乙方之費用增加時，乙方應賠償甲方因此所增加之費用。

Party B shall compensate Party A if the violation of the preceding two agreements leads to the addition of costs for arranging his/her return.

乙方非因執行職務而受傷或患病，甲方亦應送醫治療，並負擔醫療費用。但乙方受傷或患病已逾十六週者，甲方得依二〇〇六年海事勞工公約規定停止醫療費用之負擔，甲方在負擔醫療費期間內仍應支給原薪津。

Party A shall admit Party B to hospital when he/she is injured or falls ill, even if the injury or illness is not caused by the performance of duties, and shall bear the expense of medical care. However, in accordance with the *Maritime Labor Convention 2006*, Party A is entitled to stop bearing the expense of medical care after the sixteenth (16th) week from the day of the injury or the commencement of the illness. Party A shall also pay the original wages and allowances during the period of bearing the expense of medical care.

- 第十五條
Article 15 乙方在國內外擅自離船不返時，乙方應負責甲方因此所遭受之損失。
Whether in R.O.C. or other countries, Party B shall be held responsible for any damage or loss to Party A if he/she leaves the ship without permission and does not return accordingly.
- 第十六條
Article 16 乙方走私致被當地海關予以罰鍰時，乙方應迅即繳納。
Party B shall immediately pay any fines imposed by local customs if he/she is penalized for smuggling.
乙方走私致甲方遭受損失時，乙方應負賠償之責。
Party B shall compensate Party A for any loss incurred as a result of smuggling.
- 第十七條
Article 17 船舶遭遇海難，致乙方衣物喪失時，不論乙方生還或死亡，甲方應賠償乙方衣物損失新臺幣肆萬元整。
In the event that a maritime peril causes the loss of Party B's clothes, Party A shall offer NT\$40,000 to compensate for the loss, whether Party B survives or not.
- 第十八條
Article 18 乙方在服務期間非因執行職務死亡或非因執行職務受傷、患病而死亡時，甲方應一次給與其遺屬平均薪津二十個月之死亡補償。
If, during the service period, Party B dies not due to the performance of duties or

dies because of an injury or illness not arising from the performance of duties, Party A shall offer a lump sum equivalent to 20 months' wages to compensate the family of Party B.

前項所定服務期間，指下列期間：

The service period mentioned in the preceding paragraph include any of the following:

(一)船員簽訂僱傭契約後在岸上等候派船期間。

(I) The period when the seafarer is waiting ashore for the assignment of a voyage after the signing of this employment contract.

(二)船員在船服務期間。

(II) The period when the seafarer is serving on board.

(三)船員於離開僱傭地上船及下船返回僱傭地期間。

(III) The period when the seafarer embarks on the ship to depart from the place of employment and the period when he/she disembarks from the ship to return to the place of employment.

(四)船員於僱傭契約期滿之有給休假期間。

(IV) The period when the seafarer is on paid leave upon the expiration of this employment contract.

(五)船員留職停薪期間。

(V) The period when the seafarer is on the leave without pay.

第十九條
Article 19

乙方因執行職務死亡或因執行職務受傷、患病死亡時，甲方應一次給與其遺屬平均薪津四十個月之死亡補償。

If Party B dies due to the performance of duties or dies because of an injury or illness arising from the performance of duties, Party A shall offer a lump sum equivalent to 40 months' wages to compensate the family of Party B.

前項所稱乙方因執行職務死亡或受傷患病死亡，包括船舶在航行途中而有下列情形之一者：

The death due to the performance of duties or death because of an injury or illness arising from the performance of duties mentioned in the preceding paragraph include any of the following during the voyage:

(一)因執行職務致病或受傷而(送醫)死亡。

(I) Death after hospitalization due to an illness or injury arising from the performance of duties.

(二)因遭遇海難而(失蹤)死亡。

(II) Death or missing due to a maritime peril.

(三)因個人落海失蹤而死亡。

(III) Death or missing due to an individual incident of falling into the sea.

(四)因病不及送岸治療而死亡。

(IV) Death due to illness resulting from a failure to be sent ashore for treatment.

(五)船舶失蹤而宣告死亡。

(V) Announced death due to the ship being reported as missing.

另乙方受僱上船及解僱途中，因乘坐車、船、飛機等交通工具發生意外而死亡或乙方因公務上岸而意外死亡者，甲方亦應按因執行職務死亡予以補償。

In addition, in the event that Party B dies in an accident while taking a vehicle, such as a car, ship, or airplane, on the way to embark on the ship for employment, or after disembarking from the ship upon dismissal, or if Party B dies after going ashore for official business, Party A shall treat it as death due to the performance of duties and compensate accordingly.

第二十條
Article 20

乙方在航行途中失蹤，非因船舶失蹤或船舶遭遇海難而失蹤，超過二個月者，推定為乙方業已死亡。再由乙方法定繼承人辦理請領死亡補償手續。

In the event that Party B goes missing during a voyage not due to a missing ship event or maritime peril, he/she will be assumed to have died after two months of being missing. The statutory successor of Party B will be eligible to receive the death compensation.

前項情形由甲方依第十八條之規定給與死亡補償，但事後證明乙方係因執行職務以致死亡時，甲方仍應依第十九條之規定加給死亡補償。

For the situation mentioned in the preceding paragraph, Party A shall offer death compensation in accordance with the provisions of Article 18. However, if Party B is later proven to have died due to the performance of duties, Party A shall offer additional death compensation in accordance with the provisions of Article 19.

乙方如係因船舶海難而失蹤，甲方應按照因執行職務死亡之規定給與死亡補償，並加發自失蹤之日起至宣告死亡之日二個月薪津。

In the event that Party B goes missing due to a maritime peril, Party A shall offer death compensation in accordance with the provisions regarding death due to the performance of duties and pay an additional two months' wages and allowances from the day of missing to the day of the announcement of the death

第二十一條
Article 21

乙方在僱傭期間死亡，而死亡原因不明者，在死亡原因確定前，甲方應先依第十八條給與死亡補償；若死亡原因經確定為因執行職務死亡，甲方仍應依第十九條之規定加給死亡補償。

In the event that Party B dies of an unknown cause during the employment period, Party A shall offer death compensation in accordance with Article 18 before the cause is confirmed. If Party B is later proven to have died due to the performance of duties, Party A shall offer additional death compensation in accordance with the provisions of Article 19.

前項乙方死亡原因不明時，除船長報告外，概以最後就診之醫師或醫院之診斷書或當地政府主管機關發給之死亡證明書為準。

In the investigation of the unknown cause of death mentioned in the preceding paragraph, in addition to the report submitted by the captain, the medical certificate issued by the last doctor or hospital, or the death certificate issued by the local competent authority shall prevail.

第二十二條
Article 22

乙方在服務期間死亡者，甲方應給與平均薪資六個月之喪葬費。

If Party B dies during the service period, Party A shall offer funeral expenses equivalent to 6 months' average wages.

前項喪葬費由乙方法定繼承人具領，並辦理喪葬事宜，如乙方在台灣地區無

法定繼承人時，則由甲方代為辦理。

The above-mentioned funeral expenses shall be offered to the statutory successor of Party B for use in a funeral. If Party B has no statutory successor in Taiwan, Party A shall arrange a funeral for Party B.

乙方於航行途中死亡，應依規定予以海葬，若係在國外泊港或在岸上期間死亡，或送醫治療期間死亡，經當地官方驗屍並出具死亡證明者，限於當地法令或習俗，不能將屍體運回台灣，乙方之法定繼承人應同意授權船長在當地予以火葬或土葬，火葬後甲方負責將骨灰運回交由遺屬受領，如係土葬，則拍攝照片，書明埋葬時間、地點交由遺屬受領。但甲方應付平均薪資六個月喪葬費，仍應照規定給付。

In the event that Party B dies during a voyage, the remains shall be buried at sea in accordance with relevant regulations. If Party B dies on board, ashore, or during treatment when the ship is berthed abroad, and the remains cannot be transported back to Taiwan due to local regulations or customs restrictions, upon obtaining a death certificate from the local authority after the official autopsy, the statutory successor of Party B shall authorize the captain to arrange the cremation or burial of the remains locally. In the case of cremation, Party A is obliged to transport the ashes back to the bereaved family. In the case of burial, a photograph shall be taken with the time and place of the burial inscribed and handed to the bereaved family. Under these circumstances, Party A shall still offer funeral expenses equivalent to 6 months' average wages in accordance with relevant provisions.

第二十三條
Article 23

乙方在僱傭期間死亡，甲方除按規定清發薪津外，按當年在職期間月數比例發給年終獎金，及未休之有給年休薪津。

If Party B dies during the employment period, in addition to paying the remaining wages and allowances in accordance with relevant provisions, Party A shall offer the year-end bonus based on the number of months in employment for the said year, as well as compensation for unused paid annual leave days.

第二十四條
Article 24

乙方因第十八條至第二十二條及因失能所領之補償費及補助費，如同一故依勞工職業災害保險及保護法、其他相關法令規定或保險，已由甲方支付費用補償者，甲方依規定抵充之。

In respect of the same accident, if compensation and subsidies have already been offered to Party B for the provisions from Article 18 to Article 22, as well as disabilities, Party A may deduct the compensation and subsidies already paid in accordance with the *Labor Occupational Accident Insurance and Protection Act*, relevant laws and regulations, or insurance.

第二十五條
Article 25

本契約簽訂後，甲乙雙方均須依照契約規定履行，任何一方當事人及其乙方法定繼承人，不得以任何理由提出異議。

Both parties shall firmly fulfill the content of this contract after its signing. Neither parties nor the statutory successor of Party B shall raise any objection for any reason.

第二十六條
Article 26

甲方應於僱傭期間為乙方提供職業安全與健康保護，並使乙方在安全衛生環境下生活、工作及培訓；乙方亦應遵守安全作業程序，接受必要之訓練，並完成應有之體格檢查。

Party A shall provide Party B with occupational safety and health protection, ensuring a safe and healthy environment for Party B to live, work, and receive training during the employment period. Party B shall follow safe operational procedures, receive necessary training, and complete required physical examinations.

第二十七條
Article 27

本契約書中、英對照版一式四份，乙方及乙方法定繼承人各執一份，餘由甲方分別轉存業管單位及營運辦公室。甲、乙雙方發生爭議或糾紛，應以中文為準。

This contract, in both the Chinese and English languages, is executed in four counterparts and one instrument, with each party retaining one copy. The remaining counterparts shall be stored in the competent authority and operating affair office respectively by Party A. In the event of any dispute or controversy between Party A and Party B over the terms of this contract, the Chinese language version shall prevail.

立契約書人：

Contractors:

甲 方：國立高雄科技大學

Party A: National Kaohsiung University of Science and Technology

代表人： (簽名蓋章)

Representative: (Signature and seal)

住 址：高雄市三民區建工路 415 號

Address: Address: No. 415, Jiagong Rd., Sanmin Dist., Kaohsiung City

僱用單位主管： (簽名蓋章)

Supervisor of the employing unit: (Signature and seal)

乙 方： (簽名蓋章)

Party B: (Signature and seal)

住 址：

Address:

身分證字號：

ID Number:

乙方法定繼承人(稱謂)姓名：

Name (appellation) of the statutory successor of Party B

住 址：

Address:

中 華 民 國 年 月 日

Date (Y/M/D)