**Appointment Agency Contract**

委任代辦合約書

Party A brought it back for review. (The review period is at least five days)

甲方攜回審閱。（審閱期間至少為五日）

Contractor

Party A：

Party B：

立契約書人

甲方(A方)：

乙方(B方)：

 Party A and Party B agree to sign this contract for the application of work permits, and to abide by it together. The agreed terms are as follows:

1. 乙雙方同意就辦理申請工作證事項，訂立本契約書，以資共同遵守，其約定條款如下：
2. **Appointment matters 委任事項**

1 Scope and order of application

 The rights and obligations of the relationship between Party A and Party B regarding the entrusted application matters shall be stipulated in the terms of this contract; those not stipulated in this contract shall be determined in accordance with the relevant laws or customs of the Republic of China.

1 適用範圍及順序

 甲、乙雙方關係本件委辦申請事宜之權利義務，依本契約條款之約定；

本契約中未約定者，依中華民國有關法令或習慣定之。

2 Appointments

 Party B is entrusted to apply for a work permit from the Ministry of Labor.

2 委任項目

 乙方受託辦理申請勞動部工作許可證。

3 Provision of certificates

3.1 Party A shall follow Party B's notice to complete the relevant certificates such as education certificates, property certificates, household registration transcripts and other documents that require signatures and seals provided by Party A in order to handle the matters stipulated in this contract.

3.2 The documents in the preceding paragraph held by Party B may only be used for handling the matters stipulated in this contract, and shall not be used for other purposes, and shall be returned to Party A immediately after the processing is completed, and shall not be retained arbitrarily, nor copied or retained.

3 證件之提供

3.1乙方因辦理本契約約定事項所需甲方提供之學歷證明、財產證明、戶籍謄本等有關證件及須經簽名蓋章之文件，甲方應依乙方之通知如期辦妥。

3.2乙方所持有之前項文件，僅得供辦理本契約約定事項之用，不得移做他途使用，並應於辦理完畢後，立即交還甲方，不得任意留置，亦不得複製、留存。

4 Collaborative behavior

In order to handle the matters stipulated in this contract, if Party B needs Party A to supplement and correct the relevant certificates or needs Party A to handle it personally, Party A shall not delay or refuse unless there are legitimate reasons.

4 協力行為

乙方為辦理本契約約定事項，需甲方補正有關證件或需甲方親自會同辦理者，甲方非有正當理由不得拖延或拒絕。

5 Confidentiality obligations

Party B shall not divulge or provide Party A's education certificate, property certificate and other relevant information due to the handling of the matters stipulated in this contract, except with the written consent of Party A, to other individuals or groups.

5 保密義務

乙方因辦理本契約約定事項而知悉或持有甲方之學歷證明、財產證明及其他相關之資料，除經甲方書面同意外，不得洩漏或提供給其他個人或團體。

**貳、Fee Items and Amount Standards 收費項目及金額標準**

6 Remuneration and payment methods

6.1 The remuneration is NT$. Unless otherwise stipulated in this contract, both parties shall not request to increase or decrease the remuneration.

6.2 Party A shall pay remuneration according to the following agreement:

6.2.1. After signing this contract, pay 60% of the total agreed remuneration.

6.2.2. After obtaining the reply letter of the application result, pay the agreed remuneration40% of the total amount.

6 報酬及支付方式

6.1 報酬新臺幣 元，除本契約另有約定外，雙方不得要求增減報酬。

6.2甲方應依下列約定支付報酬：

6.2.1、本契約簽訂後，支付約定報酬總額百分之60。

6.2.2、獲得申請結果之回函後，支付約定報酬總額百分之40。

7 Agency fee items and burden

Party A shall bear the expenses of handling the application as an agent as follows:

7.1. Taxes, administrative fees, etc. incurred due to commissioned matters.

7.2. For handling affairs with other agencies, the handling fees shall be paid according to the regulations of the agency.

7.3. Party B shall pay in advance, and when Party A collects fees from Party B afterwards, an official receipt shall be issued and handed over to Party A for collection; after paying on behalf, the payment voucher shall be handed over to Party A for preservation.

7 代辦費用項目及負擔

甲方應負擔代辦申請事項之各項費用如下：

7.1、因委託代辦事項發生之稅捐、行政規費等。

7.2、向其他機構辦理事務，按該機關之規定應繳納之手續費。

7.3、由乙方付墊，事後再向甲方收取乙方收取費用時，應開立正式收據交由甲方收執；代繳後，並應將代繳之繳款憑證交甲方保存。

**參、Agreement on breach of contract and damages 違約及損害賠償約定**

8 Responsibilities of Party B

Party B shall fulfill the duty of care of a good manager with respect to the entrusted items and the items in its custody. If Party A suffers damages due to negligence or acts exceeding the authority, Party B shall compensate Party A with liquidated damages calculated at 1 times the amount of remuneration. However, if Party A proves that it has suffered other damages, it may request damages separately.

8 乙方(B方)應負擔之責任

乙方對於受託事項及其保管物，應盡善良管理人之注意義務，倘因過失或逾越權限之行為，致甲方發生損害者，應賠償甲方以報酬額1倍計算之違約金。但甲方證明受有其他損害者，並得另行請求損害賠償。

**肆、Fees and refund methods 收費及退款方式**

9 Due to reasons attributable to Party A, the transaction cannot be completed and the refund agreement

Party B shall not be responsible for the inability to obtain a work permit due to Party A's personal reasons.

In the case of the first item, Party A shall, within seven days from the date of Party B's notification, return the fees paid by Party B to Party B in accordance with the amount stated in the payment voucher. Party B can still ask for the agreed remuneration, but the amount is limited to the dealt affairs.

9 因可歸責於甲方(A方)事由致事務不能完成及退款約定

因甲方個人之原因以致不能取得工作證者，乙方不負責任。

第一項情形，甲方應於乙方通知日起七日內，將乙方因代辦事項所墊付之費用依繳款憑證所載金額返還乙方。乙方仍得請求約定報酬，但其數額以已處理之事務為限。

10 Due to reasons attributable to Party B, the transaction cannot be completed and the refund agreement

The period during which Party B handles the commissioned affairs shall match the time limit agreed upon by both parties. If Party B fails to complete the affairs due to reasons attributable to Party B, Party B shall compensate Party A with liquidated damages calculated at 1 times the amount of remuneration.

10 因可歸責於乙方(B方)之事由致事務不能完成及退款約定

乙方辦理委任事務之期間，應配合雙方約定之期限，因可歸責於乙方之事由，致未能完成事務者，乙方應賠償甲方以報酬額1倍計算之違約金。

11 The transaction cannot be completed due to reasons not attributable to both parties

If the business cannot be completed due to natural disasters, wars, strikes, traffic jams, government orders or other reasons not attributable to both parties, Party A is exempt from the obligation to pay remuneration, and Party B is also exempt from the obligation to handle the entrusted business.

11因不可歸責於雙方當事人之事由致事務不能完成

因天災、戰亂、罷工、交通阻絕、政府命令或其他不可歸責於雙方當事人之事由致事務不能完成，甲方免為支付報酬之義務，乙方亦免為代辦受託業務之義務。

12 Arbitrary termination and remuneration

Party A may terminate the entrustment and authorization of this document before Party B applies for a work permit, and Party B may still receive the agreed remuneration, except that the incurred agency fees are still paid in accordance with the regulations, but the amount is limited to the affairs that have been handled.

12 任意終止與報酬

甲方得於乙方申請取得工作許可前，終止本件委託與授權，除已發生之代辦費用仍按規定繳納外，乙方仍可收取約定之報酬，但其數額以已處理之事務為限。

13 Reporting obligations

When this entrustment contract is completed, Party B shall immediately report to Party A the status of the entrusted affairs, except for the matters explained in accordance with the regulations.

13報告義務

本委託契約完成時，乙方除依規定說明之事項外，應立即將委託事務處理情形向甲方報告。

 Contractor 立契約書人

Party A 甲方:

 Legal representative 法定代理人:

 ID number身分證號碼:

 Address住址:

Party B 乙方:

 Legal representative 法定代理人:

 ID number身分證號碼:

 Address住址:乙方：

Year Month Day 年 月 日