

附件二  
Attachment 2

國際級教練聘用契約（範本）  
International Class Coach Employment Agreement(Template)

中華民國\_\_\_\_\_協（總）會（以下簡稱甲方）為\_\_\_\_\_之需，特聘\_\_\_\_\_籍教練\_\_\_\_\_先生/女士（以下簡稱乙方）前來我國擔任\_\_\_\_\_所屬教練，為規範雙方權利義務關係，特訂定本契約，供雙方遵循。

To address the need of \_\_\_\_\_, the \_\_\_\_\_ Association (League) of R. O. C. Taiwan (hereinafter referred to as Party A) wishes to hire Mr./Ms. \_\_\_\_\_, of \_\_\_\_\_ origin (hereinafter referred to as Party B), to come to our country and serve as the coach for \_\_\_\_\_. Both parties agree to be bound by the following terms and conditions regarding to both parties' rights and obligations:

一、聘期：聘任期間自\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起至\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日止。

1. Term: The employment term shall begin from \_\_\_\_\_ (date) and end on \_\_\_\_\_ (date).

二、工作許可：

乙方為外籍人士者，甲方應向相關機關申請乙方之工作許可。

乙方應符合「外國人從事就業服務法第四十六條第一項第一款至第六款工作資格及審查標準」資格，並提供甲方申請工作許可所需之文件、簽章及其他必要行為。

2. Working permit:

Party A shall be responsible for filing application with the competent authority for Party B' s working permit if Party B is a foreign individual.

Party B must qualify with the “Qualifications and Criteria Standards for foreigners undertaking the jobs specified under Article 46.1.1 to 46.1.6 of the Employment Service Act,” and accordingly provide and execute necessary papers, and act upon the request(s) Party A may reasonably deem necessary.

三、甲方提供乙方之待遇如下：

（一）甲方按月支付乙方薪資新臺幣\_\_\_\_\_（含稅）元整。

乙方因實際到職或離職而有未滿一個月情形時，該月份則依實際日數覈實支給。乙方應依我國法令規定繳納稅賦。

（二）乙方為外籍人士者，甲方提供聘期前及契約終止後之乙方自居住地至目的地最短航程\_\_\_\_\_艙（含其本人、配偶及直系親屬，合計二人，以乙次

為限)之往返機票各乙張。

(三) 乙方於契約期間內由甲方安排膳宿或參考全國性體育團體經費補助辦法所定膳宿費之補助基準給予補助。

(四) 乙方於契約期間內由甲方投保全民健康保險及勞工保險，並報請主管機關投保意外險。

(五) 乙方為外籍人士且聘期屆滿一年而獲續聘者，得返國休假一次(十五個日曆天)，薪資照給，並由甲方支付乙方自居住地至目的地最短航程艙(含其本人、配偶及直系親屬，合計二人)之往返機票各乙張；其有實際需求者，甲方得評估於不影響培訓前提下，專案報國家運動訓練中心(以下簡稱國訓中心)同意後提前休假。

3. Compensation package provided by Party A for Party B:

(1) Party A shall provide Party B a monthly salary of NT\$ \_\_\_\_\_ (tax inclusive).

Party B's service provided during a fraction of a month due to actual date of on-board or departure shall be compensated on pro rata basis according to the actual days of service in the said month. Party B shall be subject to the tax laws and regulations of our country.

(2) In the case that Party B is a foreign individual, Party A shall provide airplane tickets to the extent that allows Party B (including Party B, Party B's spouse and lineal relative, for a total of two persons and one trip only) to travel from Party B's residence to destination through the shortest itinerary immediately before the start and at the end of this Agreement.

(3) Party A shall provide, or alternatively subsidize, by referencing to the room and board subsidy guidelines suggested by the "Regulations Governing Subsidies for National Sports Organizations," room and board for Party B during the term of this Agreement.

(4) Party A is responsible to acquire and maintain National Health Insurance and Labor Insurance for Party B, in addition to applying for liability insurance with the competent authority, during the term of this Agreement.

(5) In the case that Party B is a foreign individual and this Agreement is renewed after the one-year term of this Agreement, Party B shall be given one vacation with pay (15 calendar days), and Party A shall provide round-trip airplane tickets to the extent that allows Party B (including Party B, Party B's spouse and lineal relative, for a total of two persons) to travel from Party B's residence to destination through the shortest itinerary. Notwithstanding the one-year limit hereto, subject to Party A's discretion concerning the need of coaching service and approval from the National Sports Training Center (NSTC), Party B may take such vacation earlier.

四、乙方工作應履行及遵守以下事項：

- (一) 於契約期間，達成（由甲方與乙方合意後記載）訓練績效或目標。
- (二) 配合甲方要求，會同教練團提出訓練計畫、訓練或參賽報告、績效報告書及編製訓練教材；甲方、運動部及國訓中心並得隨時要求乙方為必要之報告。
- (三) 依照甲方需要執行訓練工作。
- (四) 乙方每週至少工作五天，並應配合培訓計畫、輔導及比賽時間，調整休假日。
- (五) 擔任甲方舉辦之教練講習會講座。
- (六) 協助甲方遴選各種國家代表隊選手。
- (七) 蒐集外國選手資料並分析、比較提供甲方培訓、比賽參考。
- (八) 配合甲方之安排，參加與訓練或比賽有關之各項宣傳、推廣活動，或接受媒體訪問、錄影等。
- (九) 管理並輔導選手生活教育及品德。
- (十) 指導選手參加比賽。
- (十一) 依甲方、運動部及國訓中心指派，參加與工作內容相關之會議。
- (十二) 依甲方或其主管機關規定，穿著或配戴由甲方提供之制服及配件，不得任意變更。
- (十三) 其他甲方為契約目的所交辦之事項。

4. Party B' s obligations:

- (1) Successfully achieve the training performance objective (to be mutually agreed upon by both parties in writing) during the term of this Agreement.
- (2) Submit training plan, training or competition report, and performance report, and compile training material jointly with the coaching team of which Party A may reasonably request for. Party A, the Ministry of Sports (MOS), and the NSTC may reasonably demand reporting from time to time from Party B.
- (3) Perform coaching according to Party A' s needs.
- (4) Party B shall work at least 5 days per week and adjust routine holidays and weekends according to the schedules of training programs, guidance, and competitions.
- (5) Function as keynote speaker in coach seminars organized by Party A.
- (6) Assist Party A with choosing national teams' athletes of various sports.
- (7) Collect, analyze, and compare foreign athletes' information as reference for Party A' s training and competition efforts.
- (8) Participate in various awareness campaigns, promotional campaigns, and media interviews/recordings organized by Party A concerning training and competition.
- (9) Manage athletes' daily discipline and ethics.
- (10) Direct athletes in competitions.
- (11) Participate in meetings concerning the scope of work according to

the assignment by Party A, MOS, and NSTC.

- (12) Wear, without deviation and alteration, uniform and accessories provided by Party A in accordance with Party A or Party A's competent authority.
- (13) Perform other tasks that Party A may request for achieving the objectives of this Agreement.

五、第三人代履行之禁止：

除經甲方事前書面同意外，乙方不得使第三人代為履行本契約之義務。

乙方使第三人代為履行契約義務者，無論甲方同意與否，乙方就第三人之行為致甲方受有損害者，應負連帶賠償責任。

5. No transfer of obligation to any third party:

Unless otherwise agreed in advance and in writing by Party A, Party B may not transfer the obligations of performing this Agreement to a third party.

Party B shall be jointly responsible for any damage sustained by Party A and caused by a third party to whom Party B transfers the obligations of performing this Agreement, with or without consent from Party A.

六、兼職禁止：乙方於契約履行期間，除經甲方事前書面同意或依甲方指示外，乙方不得與第三方之個人、企業、球隊、運動聯盟、國家代表隊等提供相同、相關或類似之服務。

6. No concurrent employment: During the term of this Agreement, Party B may not provide equivalent, related, and/or similar services for any third-party individual, corporate, team, sport league, or national team without prior written consent or instruction from Party A.

七、禁止為第三人表演、宣傳或廣告：

(一) 除甲方安排之各項宣傳、推廣活動或媒體訪問外，乙方非經甲方事前之書面同意，不得為甲方以外之人，從事表演、廣告或宣傳等公開活動。

(二) 前項甲方安排之各項宣傳、推廣活動或媒體訪問之照片、影片及錄音等成果，甲方對照片、影片及錄音等，享有任意修改、增刪之權利。

7. No performance, campaign, or advertisement for any third party:

(1) Unless otherwise agreed in advance and in writing by Party A, Party B may not engage in public performance, advertisement, or promotion for any party except the campaign, promotion, and/or media interview organized by Party A.

(2) Party A has absolute rights to edit, add, and/or delete, at its sole discretion, any photo, video, and/or audio recording obtained from the abovementioned campaign, promotion, and/or media interview organized by Party A.

八、守法義務：

乙方應遵守中華民國法律及有關規定。

乙方應隨時注意維護甲方及中華民國代表隊之聲譽，並遵守甲方及中華民國國家代表隊之團體紀律及規定。

8. Legal compliance obligations:

Party B shall comply with all laws and regulations stipulated by the Republic of China, Taiwan.

Party B shall at all times maintain keen awareness of upholding the reputation of Party A and the national teams of the Republic of China, Taiwan and comply with the disciplines and regulations stipulated by Party A and the national teams of the Republic of China, Taiwan.

九、智慧財產權約定：

(一) 乙方於契約履行期間，基於職務為甲方所完成之著作，包括但不限於績效報告書、訓練教材及講座講義，應約定以甲方為著作人。

(二) 乙方擔保其為履行教練職務並無不法侵害他人智慧財產權之情事。若乙方違反本條之擔保事而致甲方遭受損害時，甲方得隨時解除本契約並向乙方請求損害賠償。

(三) 甲方如因乙方履行本契約遭致任何第三人控訴其侵害著作權及其他相關權利時，應立即以書面通知乙方，乙方有協助處理解決之義務。如最後經法院確定判決，甲方應賠償該第三人時，乙方應賠償甲方因此所遭致之一切損害，包括但不限於所受損害、所失利益、訴訟費用、對第三人之賠償或律師費用等。

9. Intellectual property rights:

(1) Party A shall be the sole owner of all copyrights of the works, including but not limited to performance reports, training material, and seminar handouts, that Party B may produce on behalf of Party A during the term of this Agreement.

(2) Party B guarantees that his/her performance of this Agreement as coach does not in any way infringe any intellectual property right of any third party. Party A may terminate this Agreement and claim damage against Party B should Party B violate his/her representation hereto and cause Party A to sustain any damage.

(3) Upon knowledge of any third party claim of infringement of copyrights and/or any other right against Party A concerning Party B's performance of this Agreement, Party A shall immediately inform Party B in writing, and Party B is required to assist Party A in dealing with the said claim. Party B shall be held liable for including but not limited to all damages, lost interest, litigation cost, third party indemnity, and attorney fees sustained by Party A if the court finally rules the liability of Party A and awards indemnity to the said third party.

十、保密條款：

本契約所稱「保密資訊或文件」包括但不限於訓練方式及技巧、運動員個人及體能資料、戰術內容、隊形與其他標示「機密」或依中華民國法令、團體紀律

或一般運動倫理觀念，應被視為保密之資訊或文件。

乙方就其職務關係直接或間接收受、接觸、持有或知悉之保密資訊或文件，乙方皆應負保密義務；乙方應採取足夠之保護措施，以防範保密資料或文件為任何第三方取得、知悉。

除甲方同意、已對外公開或解除其機密性外，不得為下列行為：

- (一) 為履行本契約以外目的之行為，包括使用、複印、重製、攜出、隱瞞或銷毀任何保密資訊或文件。
- (二) 向任何人洩漏、交付或告知任何保密資訊或文件。

10. Confidentiality:

The term “confidential information or documents” as this Agreement may refer to shall mean, without limitation, training method/skill, athletes’ personal and fitness information, strategies, team formation, any material indicated as “confidential,” and any information or document that may be deemed as confidential according to the laws of the Republic of China, Taiwan, team discipline, or common ethical practices in sports.

Party B is charged with confidentiality responsibility of all confidential information or documents that Party B may receive, have access to, be in possession of, or have the knowledge of, directly or indirectly, and shall adopt due efforts in maintaining the said confidentiality to prevent acquisition and knowledge of the said confidential information or document by any third party.

Unless otherwise agreed by Party A and with the exception of already published or declassified information or documents, Party B may not:

- (1) Use, photocopy, reproduce, remove from facility, conceal, or destroy any confidential information or documents for purposes beyond this Agreement;
- (2) Disclose, make available, or inform about any of the said confidential information or documents.

十一、除本契約另有約定外，乙方保證之事項如下：

- (一) 乙方聘任時符合「運動部運動發展基金輔導全國性運動團體聘用國際級教練作業要點」（附件一）規定之國際級教練聘用資格，且無不得聘任為國際級教練之消極限制事項。
- (二) 乙方聘任時具有簽訂本契約之全部權限，並有能力負擔本契約全部義務。
- (三) 乙方聘用期間保證嚴守職分，發揮專業精神，致力培養選手，訓練或比賽期間，不對選手實施言語或肢體體罰等造成身心侵害行為。

11. Unless otherwise agreed in this Agreement, Party B agrees to the following representations:

- (1) that Party B has the credential that qualifies, at the time of employment, the criteria stipulated by the “Directions Governing the Use of MOS sports Development Fund for National Sports Organizations to Employ International-Grade Coaches” (See

- Attachment 1) and no restriction that disqualifies an international coach is applicable;
- (2) that Party B is in full capacity to execute this Agreement at the time of employment and is capable of performing all obligations of this Agreement; and
  - (3) that during the term of this Agreement Party B shall fully comply with his/her job description, perform tasks as a professional, and dedicate to athlete coaching without any verbal or physical abuse on athletes to the extent of causing mental or physical injury to athletes during training or competition periods.

十二、除本契約另有約定外，甲方應協助乙方達成之事項如下：

- (一) 甲方就乙方提出之訓練計畫或比賽，於甲方預算範圍內，應盡量提供所需之經費、器材與場地，或為必要之協助與申請。
- (二) 甲方應尊重乙方基於專業提出之訓練計畫、戰術策略等內容，除顯有違反法令或運動倫理外，甲方無正當理由不得變更、刪減、撤回乙方之訓練計畫及戰術策略等相關訓練文件或資料。
- (三) 於聘用期間內培訓我國選手獲國際正式競賽獎牌、大幅提升我國選手參賽成績，或顯著提升我國運動水準及教練素質者，甲方得檢附具體事實證明，函請主管機關頒給乙方感謝狀。

12. Unless otherwise agreed in this Agreement, Party A shall assist Party B to achieve the following:

- (1) Party A shall satisfy as much as possible, as long as Party A's budget may allow, the needs of funds, equipment, and facility, or undertake necessary assistance and application, that are critical to the training programs or competitions proposed by Party B;
- (2) Party A shall respect the training programs, tactics, and strategies proposed by Party B based on Party B's professional knowledge, unless the same obviously violate the laws or sports ethics, and Party A may not change, modify, or withdraw, without justifiable cause, the documents or information of the said programs, tactics, and strategies proposed by Party B; and
- (3) Party A shall nominate and propose, with material evidence, to the competent authority to issue Party B certificate(s) of appreciation, if Party B during the term of this Agreement has trained athletes of our country successfully to the extent that the said athletes win awards from accredited international competition, has greatly improved our athletes' competition performance, or has increased significantly our nation's sports standard and coaches' quality.

十三、賠償責任：

乙方有下列行為者，應對甲方負賠償責任，每一違反事件並給付甲方依第一條及第三條所約定之聘任期間教練薪資總額1%計算懲罰性違約金：

- (一) 乙方未於甲方通知期限內提供工作許可申請文件、簽章或其他必要行為。
  - (二) 乙方未配合甲方要求，會同教練團提出訓練計畫、訓練或參賽報告、績效報告書及編製訓練教材，或未依甲方、運動部及國訓中心要求為必要之報告。
  - (三) 乙方未依培訓計畫、輔導及比賽時間，從事本契約相關之工作。
  - (四) 乙方履行本契約其他義務，經甲方通知屆期仍未改善。
- 逾期違約金之賠償，不因本契約之終止或解除而消滅。

13. Indemnity:

Party B shall be subject to punitive fine at an amount equal to 1% of the coach's total salary as prescribed in Articles 1 and 3 and payable to Party A per every act of any of the following demerits:

- (1) Party B fails to provide papers, execute papers, or any other act necessary for the application of working permit within the deadline given by Party A;
- (2) Party B fails to submit training plan jointly with the coaching team, training or competition report, or performance report, or to compile training material as requested by Party A, or fails to submit other necessary requests by Party A, MOS, and the NSTC;
- (3) Party B fails to meet the schedules of training program, guidance, and competition and perform tasks that this Agreement may require; and
- (4) Party B fails to rectify accordingly before given deadline when demanded by Party A.

Past due punitive fine shall survive the termination or cancellation of this Agreement.

十四、契約終止：

合意終止：契約雙方於契約期間屆滿前，得合意終止本契約。請求之一方應於終止前一個月通知他方，並經他方同意。

甲方終止：乙方於聘用期間內有下列情形之一者，甲方得隨時終止：

(一) 立即終止：

- 1. 受監護或輔助宣告。
- 2. 欠缺履行本契約能力。
- 3. 行為不檢有損甲方或中華民國國家代表隊名譽，經主管機關查證屬實。
- 4. 培訓不力，有具體事實，且未能於限期內改善。
- 5. 違反中華民國法令、運動倫理或本契約，致有損害甲方權益。
- 6. 乙方授意或指使選手使用禁藥，經權責機關或單位認定屬實。
- 7. 未達預期績效或已無訓練對象。
- 8. 聘用時乙方欠缺第十一條第一款及第二款保證之事項。

(二) 限期未改善而終止：乙方有第十一點第三款或第十三點各款之情事，經甲方通知於一定期限內改善而未改善者，甲方得終止本契約。

乙方終止：甲方如未依約給付薪給且遲延逾三十日以上，乙方得終止本契約。

14. Termination:

Termination by consent: Both parties may terminate this Agreement by consent before the expiration of this Agreement. The termination-proposing party shall notify the opposite party at least one month prior to the intended date of termination, and consent from the opposite party is required.

Termination by Party A: Party A may terminate this Agreement at any time if any of the following applies to Party B during the term of this Agreement:

(1) Immediate termination:

1. Mental disorders or cognitive impairment warranting guardianship or assistantship;
2. Insufficient capacity to perform this Agreement;
3. Misconduct proven by the competent authority to the extent that the reputation of Party A or the national teams of the Republic of China, Taiwan is jeopardized;
4. Evidenced indolence in training and failure to rectify within deadline;
5. Violation of the laws of the Republic of China, Taiwan, sports ethics, or this Agreement, to the extent that Party A sustains damage;
6. Party B consents to or instructs athletes' use of illegal substance, and proven by the competent authority or agency;
7. Expected objectives are not achieved or there are no more athletes to train; and
8. Party B fails to satisfy the representation stated in Articles 11-1 and 11-2 at the time of employment.

(2) Termination after failure of rectification within deadline:

Party A may terminate this Agreement if Article 11-3 or any condition stipulated in Article 13 becomes applicable to Party B, and Party B fails to rectify within deadline accordingly as Party A may demand.

Termination by Party B: Party B may terminate this Agreement if Party A fails to pay the agreed salary for more than 30 days.

十五、契約終止後之義務：乙方應於聘期屆滿而未獲續聘或因故終止契約後，依甲方離職程序，返還甲方所有之器材、制服及其他物品予甲方；如乙方為外籍人士者，其應於聘期屆滿或接獲解聘書面通知後一週內離境，不得藉故滯留或轉任其他單位任職。

15. Obligations after termination: Party B shall return to Party A all equipment, uniform, and other material owned by Party A in accordance with Party A's severance procedure if this Agreement is not renewed upon expiration or this Agreement is terminated. In the case that Party B is a foreign individual, Party B shall exit the country within

one week from the date of expiration or notice of retainer dismissal, and may not remain as an expatriate or accept retainer at any other organization.

十六、本契約之準據法為中華民國法律。

16. This Agreement shall be governed by the laws of the Republic of China, Taiwan.

十七、仲裁：任何由本契約所生或與本契約有關之爭議，雙方同意該爭議應提交中華民國仲裁協會，依中華民國仲裁法及該協會之仲裁規則於臺北市以仲裁解決之。

17. Arbitration: Both parties agree that any dispute caused by or arising from this Agreement shall be submitted to the Chinese Arbitration Association, Taipei for arbitration in Taipei City in accordance with the Arbitration Law of ROC and the rules of arbitration stipulated by the said Association.

十八、續約：本契約期間屆滿即失效，如經甲、乙雙方同意續約者，由甲方提具相關資料向主管機關申請。

18. Renewal: This Agreement shall be null and void upon expiration. However, with mutual consent from both Party A and Party B, this Agreement may be renewed, and Party A should submit necessary papers to the competent authority for renewal application.

十九、合議變更契約：本契約經雙方簽署後各執乙份，雙方對契約內容認有變更之必要者，得隨時提出檢討，經甲、乙雙方同意修正，於甲方報請主管機關核定後生效。

19. Amendment by mutual consent: This Agreement shall be made in counterparts that each of which shall be held by one party. Should both parties deem amendment to this Agreement necessary, a review may be proposed at any given time, and the said amendment shall require mutual consent from both Party A and Party B to be valid. The said amendment shall further require approval from the competent authority.

二十、附件效力：本契約之所有附件應視為本契約之內容，與本契約具有同一效力。

20. Force of attachments: All attachments constitute this entire Agreement and shall have the same force as this Agreement.

甲方 Party A :

理事長簽名 Signature :

中華民國\_\_\_\_\_協會

\_\_\_\_\_ Association of ROC

乙方 Party B:

國籍 Nationality :

教練姓名 Coach name :

中華民國            年            月            日 (Date)