

## 教育部運動發展基金輔導全國性體育團體聘用國際級教練作業要點

中華民國 90 年 12 月 21 日行政院體育委員會台九十體委競字第 020739 號函訂定發布全文 13 點

中華民國 92 年 12 月 25 日行政院體育委員會體委競字第 0920024459 號函修正全文 13 點

中華民國 100 年 3 月 29 日行政院體育委員會體委競字第 10000084003 號令修正發布名稱及全文 12 點(原名稱：輔導全國性民間體育活動團體聘用外籍教練實施要點)

中華民國 102 年 2 月 8 日教育部體育署臺教體署競(二)字第 10200044872 號令修正發布名稱及全文 12 點，並自 102 年 1 月 1 日生效(原名稱：行政院體育委會輔導全國性民間體育活動團體聘用外籍教練實施要點)

中華民國 103 年 5 月 28 日教育部臺教授體部字第 1030015783B 號令修正發布名稱及全文 10 點，並自 103 年 2 月 1 日生效(原名稱：教育部體育署輔導全國性民間體育活動團體聘用外籍教練實施要點)

中華民國 105 年 8 月 17 日教育部臺教授體字第 1050024380B 號令修正發布名稱及全文 11 點(原名稱：教育部運動發展基金輔導全國性民間體育活動團體聘用國際級教練作業要點)

一、教育部(以下簡稱本部)為引進運動訓練新知及方法，提高我國運動技術水準及教練素質，俾利於國際綜合性運動競賽爭取佳績，為國爭光，特訂定本要點。

二、本要點所定國際級教練之聘用，以奧林匹克運動會(以下簡稱奧運會)、亞洲運動會、世界大學運動會舉辦之運動種類為限。

具獲獎實力之運動種類，且經全國性體育團體申請擔任前項國際綜合性運動賽會總教練，負責全部培訓業務者，優先聘用。

三、國際級教練資格如下：

(一)實際指導選手獲得奧運會前三名成績者。

(二)實際指導選手獲得各該國際單項運動總會主辦之正式錦標賽前三名成績者。

(三)實際指導選手獲得各該洲級正式運動會，或各該洲級單項運動總會主辦之正式錦標賽第一名成績者。

(四)具有各該國際單項運動總會(或委託單位)核發之教練講習會講師資格證書並經該總會推薦者。

(五)參加最近一屆奧運會獲得前三名、最近一屆洲級以上比賽獲得第一名成績，並經各該國際(家)單項運動總(協)會推薦者。

(六)具有動作示範能力，並經各該國際(家)單項運動總(協)會推薦者。

具有特殊專長或技術，且運動指導成就或所獲成績非前項各款所列者，得專案提送國家運動訓練中心(以下簡稱國訓中心)審查。

四、有下列情事之一者，不得聘任為國際級教練：

(一)曾經判處有期徒刑以上之刑確定，尚未執行或執行未完畢。

(二)因案被通緝或在羈押、管收中。

(三)受監護或輔助宣告。

(四)欠缺履行教練業務之能力。

(五)曾犯性侵害犯罪防治法第二條所定之罪，經判刑確定。

(六)曾經任教之學校性別平等教育委員會，調查確認有性侵害行為屬實。

(七)於擔任學校之教師或教練期間，曾知悉服務學校發生疑似校園性侵害事件，其有通報義務但未依性別平等教育法規定通報，致再度發生校園性侵害事件；或偽造、變造、湮滅或隱匿他人所犯校園性侵害事件之證據，經調查確認屬實。

(八)因故停止教練職務，其原因尚未消滅。

(九)行為不檢有損我國國家代表隊名譽，經主管機關調查確認屬實。

(十)曾幫助、教唆、實行或以任何其他方式，從事與運動賭博有關之行為，經調查確認屬實。

(十一)因刑事犯罪、違反運動倫理或其他有損運動員、職業運動聯盟或國家代表隊

名譽及形象，而遭其他職業運動聯盟或國家代表隊開除或被迫自行離職。

五、符合下列各款規定之全國性體育團體得申請聘請國際級教練：

- (一)所屬國家代表隊或培訓隊經核定有全期或定期集中訓練必要。
- (二)設有專人協助所聘國際級教練負責培訓業務。
- (三)提具詳細計畫，包括全程訓練內容及預期績效。

六、國際級教練職責如下：

- (一)指導培訓隊及國家代表隊訓練、參加各該國際賽會，並負責蒐集資訊。
- (二)配合擔任全國性體育團體舉辦之教練講(研)習會講者。
- (三)配合全國性體育團體要求，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。
- (四)本部、國訓中心或全國性體育團體得隨時要求國際級教練為必要之報告。
- (五)每週至少工作五天並依培訓計畫、輔導及比賽時間，調整休假日。
- (六)管理並輔導選手生活教育及品德。
- (七)依本部、國訓中心或全國性體育團體指派，參加與工作內容相關之會議。

七、申請程序：

(一)初聘：

- 1.由全國性體育團體於聘用前二個月，備齊申請表(如附件一)、契約書草案(範本如附件二)及相關證明文件，例如推薦函、學經歷、任教成績等，送國訓中心審查通過並報本部同意後聘用。
- 2.獲聘之國際級教練為外籍人士者，全國性體育團體應向相關機關申請工作許可。
- 3.全國性體育團體於聘用國際級教練前，得向國際單項總會或擬聘之國家運動協會洽請推薦，其有必要者，得函請中華奧林匹克委員會協助。

(二)續聘：全國性體育團體於國際級教練聘期期滿一個月前，認為其具訓練成效且確有提升國內選手技術水準，或指導國家重點及適合國人發展之長期培訓項目具實際績效且聘期滿一年者，應將訓練成效、考核及績效報告等資料送國訓中心審查通過並報本部同意後續聘之。

全國性體育團體未依前項規定辦理者，得二年內不予補助聘用經費。

初聘或續聘之國際級教練聘期，由全國性體育團體與各該國際級教練於契約中明定。

八、待遇支給項目及基準如下：

(一)薪資：

- 1.符合聘任規定者，各該支給基準如附件三。
- 2.薪資核發均由各該全國性體育團體檢據函送國訓中心以新臺幣按月支付；其未滿一個月者，依實際到職日數覈實支給。
- 3.薪資所得應依我國法令規定繳納稅賦。

(二)往返機票款：國際級教練為外籍人士者，由國訓中心依下列規定覈實支付。但其已獲得國內其他單位旅費補助者，不再支給：

- 1.曾實際指導選手參加奧運會獲得前二名，或具有特殊地位或成就且經本部專案同意者：支付其自居住地至目的地最短往返航程商務艙機票(包括其本人及配偶或直系親屬，合計二人)，以一次為限。
- 2.前目以外者，支付其自居住地至目的地最短往返航程經濟艙機票(包括其本人及配偶或直系親屬，合計二人)，以一次為限。

(三)意外保險：由國訓中心於契約期間投保團體意外險，未進駐國訓中心者，由簽

約單位負責投保。

(四)全民健康保險及勞工保險：由全國性體育團體於國際級教練到職日起，依規定辦理投保後檢據函送國訓中心覈實支給。

(五)膳宿及醫療服務：進駐國訓中心集訓期間，提供個人膳宿及醫療服務；營外集訓者，由簽約單位負責。

(六)返國休假：國際級教練為外籍人士且其聘期屆滿一年並獲續聘者，得返國休假一次，休假期間為十五個日曆天，薪資照給，並依第二款各目所定基準支付往返機票款；其有實際需求者，得由全國性體育團體評估於不影響培訓前提下，專案報國訓中心同意後提前休假。

(七)慰問金：曾指導我國國家代表隊選手獲奧運會前三名成績之國際級教練於聘任期間，其有本人、配偶或直系親屬死亡情形時：

1. 程序：由各該全國性體育團體審查屬實，於死亡之日起三個月內，檢具申請書函報本部核定後發給；因不可歸責於受領人之事由，致無法在規定期限申請者，其期限自事由消滅之日起算；領受慰問金之遺族、領受順序及領受權之喪失等，依我國相關規定辦理。

2. 額度：均發給美元一千元。

九、國際級教練於聘期內有下列情形之一者，經國訓中心或全國性體育團體檢具事實證明資料，並由國訓中心審查通過後解聘：

(一)聘任時有第四點各款情事之一，故意隱匿、提供不實資料或未完全提供資料，經查證屬實。

(二)受監護或輔助宣告。

(三)行為不檢有損我國國家代表隊名譽，經主管機關查證屬實。

(四)培訓不力，有具體事實，且未能於限期內改善。

(五)違反中華民國法令、運動倫理或契約約定，致有損害我國國家代表隊、全國性體育團體權益。

(六)國際級教練授意或指使選手使用禁藥，經權責機關或單位認定屬實。

(七)未達預期績效或已無訓練對象。

(八)國際級教練未於約定期限或未依全國性體育團體通知履行其職務者，經全國性體育團體通知於一定期限內改善而未改善。

十、國際級教練為外籍人士，且其未獲續聘或遭解聘者，應依離職程序返還國訓中心、全國性體育團體提供之器材、制服及其他物品，並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。未依規定離境者，國訓中心應函請相關機關終止其在我國之居留簽證。

十一、國際級教練於聘期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，得由全國性體育團體檢具事實證明資料，函請國訓中心審查後，轉陳本部頒給感謝狀。

附件一

### Application Form for Foreign Instructor

(中華民國 協(總)會聘請國際級教練申請表)

Name 姓名	Chinese 中文		Male 男 ( )	Please attach lightly a photo at this corner. (within 3 months) 請貼最近三個 月內正面半身 照片
	English 英文	Middle 名	Last 姓	
Nationality 國籍		Date of Birth 出生日期		
Classification 訓練類別	Coach ( ) 教練	Ever Been to Taiwan 是否曾來華	Yes( ) No( ) 是 否	
Date of invitation 擬聘期限	From 年 月 日至 年 月 日			
Domicile of Origin 原籍地址			Tel. 電話	
Address (In Taiwan) 在台住址			Tel. 電話	
Education 學歷			Present Occupation 現職	
Career 經歷				
Copy of Certificate 證明資料	1. 2. 3.			
Remarks 備註				
President 理事長	Secretary 秘書長		Applicant: 填表人	

Date:  
填表日期

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民間體育活動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 Institutional Subsidy for Privately Organized National Sport Events," 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、教育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、教育部及國訓中心指派，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 Education, 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, the Ministry of Education, 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「教育部運動發展基金輔導全國性體育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 “Key Points for National Sport Group Employing International Coach Using Subsidy from the Sports Development Fund Provided by the Ministry of Education” (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、教育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, the Ministry of Education, 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)

附件三

國際級教練薪資支給基準表

符合資格	薪資基準（金額新臺幣元）
一、實際指導選手獲得奧運會第1名者。	每月20萬元至30萬元
二、實際指導選手獲得奧運會前3名者。	每月14萬元至25萬元
三、實際指導選手獲得國際單項運動總會主辦之正式錦標賽前3名者。	每月9萬元至15萬元
四、實際指導選手獲得各該洲級正式運動會第1名者。	
五、實際指導選手獲得各該洲級單項運動總會主辦之正式錦標賽第1名者。	每月7萬元至11萬元
六、具有各該國際單項運動總會核發之教練講習會講師資格證書並經該總會推薦者。	
七、參加最近1屆奧運會獲得前3名，並經各該國際（家）單項運動總（協）會推薦者。	每月6萬元至8萬元
八、參加最近1屆洲級以上比賽獲得第1名，並經各該國際（家）單項運動總（協）會推薦者。	
九、具有動作示範能力，並經各該國際（家）運動組織推薦者。	
<p>備註：</p> <p>一、申請單位擬定薪資金額時，應考量受聘教練所屬地區生活水準後擬定。</p> <p>二、薪資金額依其學經歷、教練經歷、特殊技能、體壇地位及申請單位需求等條件，由專案小組評估並審定金額；其受聘教練情形特殊，具有特殊專長或技術者，得由申請單位敘明具體理由（應檢具相關證明文件）並經專案小組審定後酌予提高。</p> <p>三、受聘教練薪資應依稅法規定扣繳，其申報程序由聘用單位協助受聘教練辦理。</p>	