

外國人入國工作費用及工資切結書

中、英文版

Foreign Worker's Affidavit for Wage / Salary and Expenses Incurred before Entering the Republic of China for Employment

一、外國人(姓名：_____，國籍：_____，護照號碼：_____)確實瞭解來臺工作最長可達三年，惟是否能展延到三年，係由雇主與外國人就外國人工作表現及業務需要，協議是否展延。來臺工作應領工資、加班費等如適用勞動基準法，則依該法規定辦理；如不適用則於勞動契約中訂定。

1. I (Full Name: _____; Nationality: _____; Passport Number: _____) have fully understood that the period in which I am permitted to work in the territory of the Republic of China (hereinafter R.O.C.) shall not exceed three (3) years, and the extension of employment term for another three (3) years, will depend on my Employer and I, who will agree to make such extension taking into account my working performance and my Employer's needs, and that those matters including *inter alia*. The regular and overtime wage/salary to be paid for my services in R.O.C. shall be governed by the Labor Standards Law, if applicable or by the Labor Contract, if the said Labor Standards Law is not applicable.

二、外國人來臺前在勞工輸出國所發生之全部費用如下：

2. All the expenses incurred by foreign worker 's home country, prior to the arrival in R.O.C. are listed as follows:

(一) 仲介費：勞工輸出國幣值_____元(NT\$：_____元)。

(1) Placement Fee: _____ dollars in the currency of the Labor-Exporting Country (NT\$ _____).

(二) 規費及來臺工作所需費用：

(2) Regulation Fees and Other Fee(s) in Taiwan:

項目 ITEMS	金額(勞工輸出國幣值) AMOUNT (Labor-Exporting Country Currency)	項目 ITEMS	金額(勞工輸出國幣值) AMOUNT (Labor-Exporting Country Currency)

合 計 TOTAL	勞工輸出國幣值_____元(NT\$_____元)
	_____ dollars in the currency of the Labor-Sending Country (NT\$_____)

三、前項費用外國人於來臺前在勞工輸出國已繳納勞工輸出國幣值_____元(NT\$:_____元)；不足部分經向_____ (債權人)借貸含利息共勞工輸出國幣值_____元(NT\$:_____元)。上開金額經外國人確認無誤，外國人簽名：_____。

3. Among the expenses as referred to in Article 2, I have paid _____ dollars in the currency of my Country (NT\$_____) prior to my arrival in R.O.C., and as for the rest _____ (Creditor) has made to me a loan with interest totaling_____ dollars in the currency of the Labor-Sending Country (NT\$_____). **The amount above-mentioned is confirmed and signed by _____.**

上開來臺工作所發生費用之項目及金額，係依照勞工輸出國規定所填載並經勞工輸出國查證屬實並驗證：

_____日期：____年____月____日

The items and expenses incurred in Taiwan are filled out according to the regulations of Labor-sending country as well as confirmed and verified by the Labor-Exporting Country.

_____Date:_____

四、來臺工作有關之借款【請詳列債權人、項目用途及金額】：

4. Loan(s) Related to Work in R.O.C.: **【Please specify in detail the creditor(s), the item(s), the purpose(s), and the amount thereof】**

項目 ITEM(S)	用途 PURPOSE(S)	債權人 CREDITOR(S)	金額(勞工輸出國幣值) AMOUNT(in the currency of the Labor-Sending Country)
合 計 TOTAL	勞工輸出國幣值_____元(NT\$:_____元) _____ dollars in the currency of the Labor- Sending country (NT\$_____)		
償還方式(務必填寫) Terms of Payment (Required)	分_____期每期新臺幣_____元償還 ____ Installments of NT \$ _____ Each		

五、外國人確實瞭解以下中華民國相關收費規定【法令如有修正，應依修正後之規定辦理】：

5. I have fully understood the following relevant laws and regulations governing the expenses in R.O.C. **【Should there be any change or amendments in the relevant laws and/or regulations, the new laws and/or regulations shall govern】**：

(一) 服務費：

(1) Service Fees:

1、第一年每月最高為 NT\$1,800 元、第二年每月最高為 NT\$1,700 元、第三年每月最高為 NT\$1,500 元。

A. The highest monthly payment is NT\$1,800 for the First (1st) Year, NT\$1,700 for the Second (2nd) Year, and NT\$1,500 for the Third (3rd) Year.

2、但曾來臺工作二年以上，因聘僱關係終止或聘僱許可期間屆滿回國後再來臺工作，並受僱於同一雇主之外國人：每月最高均為 NT\$1,500 元。

B. For Foreign workers who were previously employed in Taiwan for 2 consecutive years and was repatriated to her home country due to the expiration of the employment permit but has come back to Taiwan again to the same employer, the worker shall be charged NT\$1,500 the most for service charge.

3、人力仲介公司不得預先收取超過三個月之服務費。

C. No Broker / Agency is allowed to charge more than three (3) months' Service Fees in advance.

(二) 規費 **【法令如有修正，依修正後之規定辦理】** 及其他費用：

(2) Regulated Fees **【Should there be any change or amendments in the relevant laws and/or regulations, the new laws and/or regulations shall govern】** :

1、健保費：每月 NT\$____元。

A. Health Insurance Fee: NT\$_____ per month.

2、勞保費：每月 NT\$____元(依規定僅漁業或勞工人數在五人以上之事業單位須強制參加勞保，五人以下及從事家庭類工作者並未強制參加勞保)。

B. Labor Insurance Fee: NT\$_____ per month (according to the relevant laws and regulations, only fishery or business entities with five (5) or more employees are required to participate in Labor Insurance; Business entities with less than five (5) workers and those working at family category are not so required to participate in Labor Insurance).

3、居留證費：每年 NT\$____元。

C. Residence Permit Fee: NT\$_____ per year.

4、所得稅：一課稅年度居留未滿 183 天者，每月 NT\$____元；一課稅年度居留滿 183 天者，每月 NT\$____元。

D. Income Tax: Those who stay in R.O.C. for less than one hundred and eighty-three (183) days in one calendar year, the monthly pay is NT\$____; those who stay in R.O.C. over one hundred and eighty-three (183) days in the one calendar year, the monthly pay is NT\$____.

(1)外國人應依所得稅法相關規定繳納所得稅。

(1) The foreign worker shall pay tax according to the regulations of Income Tax.

(2)家庭類雇主非屬所得稅法所規定之扣繳義務人，不得替外國人扣繳所得稅款。

(2) The employer is not required to withhold the income tax of the foreign worker.

(3)外國人可自行或委任自然人代理申報所得稅；另外國人得以在臺之國內帳戶或國庫支票辦理退稅。

(3) The foreign worker can file for the income tax return by himself/herself or by his/her authorized representative; Furthermore, rebate for income tax shall be given through

assigned bank account or treasury check.

5、職工福利金：每月 NT\$____元（外國人適用職工福利金條例者填列）。

E. Employees' Welfare Fund: Monthly NT\$____(This apply to companies with Welfare Committee and should be itemized separately).

六、外國人已充分瞭解來臺前與雇主協議約定如下：

6. I have fully understood that the agreement with Employer prior to R.O.C. as follows:

1、每月約定工資為 NT\$____元。

A. Monthly wage/salary is NT\$_____.

2、膳宿費：每月 NT\$____元。

B. Board and lodging fee: Monthly NT\$_____.

3、外國人受招募來臺機票費：由 雇主 外國人負擔，NT\$____元；外國人期滿返國機票費：由 雇主 外國人負擔，NT\$____元。

C. Ticket fees: NT\$____ paid by Employer, Foreign Worker; Return Ticket fees: NT\$ paid by Employer, Foreign Worker.

七、切結者簽署如下：

7. The items signed by Affiant are as follows:

<p>1、對於本切結書，本人確認無誤。</p> <p>1. I HEREBY CONFIRM THAT THIS AFFIDAVIT IS CORRECT & TRUE.</p> <p>外國人簽名：_____</p> <p>Employee Signature: _____</p> <p>護照號碼(務必填寫)：_____</p> <p>Affiant's Passport Number (REQUIRED): _____</p> <p>日期：_____年_____月_____日</p> <p>Date: _____/_____/_____(YYYY/MM/DD)</p>	<p>2、對於本切結書第五點至第六點內容，本人充分知悉並瞭解除法令規定外，不得自外國人薪資中扣留任何費用。</p> <p>2. FOR ARTICLES 5 TO 6 OF THIS AFFIDAVIT, I HAVE FULLY UNDERSTOOD THAT I SHALL NOT WITHHOLD ANY EXPENSES/FEEES OR WHATSOEVER AMOUNT FROM THE WAGE/SALARY OF THE FOREIGN WORKER EXCEPT AS OTHERWISE STIPULATED BY THIS AFFIDAVIT OR LAWS OR REGULATIONS.</p> <p>中華民國雇主：_____ (簽章)</p> <p>R.O.C. Employer: _____ (Signature)</p> <p>負責人或代表人簽章：_____</p> <p>Person-In-Charge/Representative: _____ (Signature)</p> <p>日期：_____年_____月_____日</p> <p>Date: _____/_____/_____(YYYY/MM/DD)</p>
<p>3、對於本切結書第二點至第四點內容，本公司充分知悉並切結遵守收費規定。</p>	<p>4、對於本切結書第四點至第五點內容，本公司充分知悉並切結遵守收費規定。</p>

<p>3. THIS ORGANIZATION HEREBY VERIFIES ARTICLES 2 TO 4 WRITTEN IN THIS AFFIDAVIT AND FULLY UNDERSTANDS THE FEE REGULATIONS.</p> <p>認可編號：_____</p> <p>Verification Code Number: _____</p> <p>外國人力仲介公司(英文)：_____</p> <p>Foreign Human Resources Agency: _____ (English Name)</p> <p>負責人或代表人簽章：_____</p> <p>Person-In-Charge/Representative: _____ (Signature)</p> <p>日期：____年____月____日</p> <p>Date: ____ / ____ / ____ (YYYY/MM/DD)</p>	<p>4. THIS ORGANIZATION HEREBY VERIFIES ARTICLES 4 TO 5 WRITTEN IN THIS AFFIDAVIT AND FULLY UNDERSTAND THE FEE REGULATIONS.</p> <p>許可證號：_____</p> <p>Permission Code Number: _____</p> <p>中華民國私立就業服務機構：_____</p> <p>Private Employment Service Agency In R.O.C.: _____</p> <p>負責人或代表人簽章：_____</p> <p>Person-In-Charge/Representative: _____ (Signature)</p> <p>日期：____年____月____日</p> <p>Date: ____ / ____ / ____ (YYYY/MM/DD)</p>
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備註：

Note:

1. 本切結書經驗證及簽署後至少備置 3 份正本，1 份依據雇主聘僱外國人許可及管理辦法規定由雇主保存，1 份送交中華民國地方主管機關辦理入國 3 日內通報用，1 份由外國人留存查核。
1. Three original copies of this Affidavit shall be provided, one kept by the employer in accordance to the Governing Regulations of Foreign Worker Employment, one submitted to the Local Authority of R.O.C. to be filed within three days, and one kept by the foreign worker, for reference.
- *2. 本切結書約定切結事項不得為不利益於外國人之變更。
- *2. The contents contained in this Affidavit shall not be changed or amended that will be disadvantageous to the interest of foreign worker.
- *3. 中華民國私立就業服務機構不得接受債權人委託在臺代為收取第 4 點外國人來臺工作有關之借款，違者依中華民國就業服務法第 40 條第 5 款規定以收取規定標準以外費用論處。外國人來臺工作有關之借款應由本切結書所載之債權人收取，且收取之金額應與本切結書記載之金額相符。
- *3. The Private Employment Service Agency in R.O.C. shall not receive or collect any amount from the loan or be assigned by the creditor written in Article 4 of this Affidavit to act on their behalf. Those who violate Paragraph 5 of Article 40 of the Employment Services Act shall be fined or charged for the additional expenses. The loan incurred by the foreign worker in Taiwan shall be exclusively collected by the creditor specified in this Affidavit and the collected amount shall be consistent with that specified in this Affidavit.
- *4. 中華民國私立就業服務機構未受雇主或外國人委託辦理而收取第 5 點所列費用、經委託辦理收取費用後未代為繳付、或收取超過上開依規定應繳付費用，依中華民國就業服務法第 40 條第 5 款規定以收取規定標準以外費用論處。
- *4. The Private Employment Service Agency in R.O.C. cannot collect the expenses listed in Article 5 of this Affidavit without authorization from the employer or the foreign worker. Likewise, they will be liable if they didn't pay for fees collected from the worker to the designated agencies or has collected in excess of the amount stated herein. Such act is violation to Clause 5 of Article 40 of the Employment Services Act and shall be penalized accordingly.
5. 外國人與雇主每月約定工資如有所調整，健保費、勞保費、所得稅及職工福利金之金額，應

依調整後每月約定工資按相關規定重新核算。

5. Any amendments or changes in the monthly wage previously agreed by the foreign worker and employer and amendments or changes in the amount of health insurance fee, labor insurance fee, income tax and employees' welfare fund, shall be recalculated according to the related regulations.
6. 僱主依勞動契約給付外國人工資時，應記入工資給付方式及外國人應負擔之全民健康保險費、勞工保險費、所得稅或合意約定膳宿費之項目及金額，又僱主除外國人應負擔之項目及金額外，應全額以現金直接給付外國人工資，但以其他方式給付者，應提供相關證明文件交予外國人收存，並自行保存一份。
6. Payment of wages shall be done according to the contract, required deductions such as health insurance premium, labor insurance premium, income tax, fees for meals and accommodation should be itemized clearly. In addition to the items and amount paid by the foreign worker, the employer shall directly pay the wages by cash to the foreign worker. Should other form of paying the salary be applied, all related documents shall be provided to the foreign worker and employer for safekeeping.
7. 外國人力仲介公司或中華民國私立就業服務機構向外國人收取相關就業服務費用，應提供收據，違者將依法論處。
7. The Foreign Human Resources Agency or the Human Resources Agency in R.O.C. that collect the expenses and fees related to employment service shall provide an official receipt. Those who violate this provision shall be punished according to the law.
8. 外國人如經轉換僱主，則需與新僱主及中華民國私立就業服務機構重新簽署切結書，惟切結書中涉及外國人來臺前所發生之全部費用及借款部分無須填寫，如外國人於新僱主接續聘僱前尚未繳清國外借款者，原切結書所載債權債務關係仍繼續有效。
8. If the foreign worker changes the employer, the new employer shall sign an Affidavit with the Private Employment Service Agency in R.O.C. All the expenses and loan incurred by the foreign worker prior to their arrival in Taiwan must not be filled out in Affidavit. If the foreign worker has not paid for the foreign loan before being hired by the new employer, the credit and debt specified in the Affidavit are still valid.
9. 如外國人力仲介公司或中華民國私立就業服務機構有未依規定收取費用或僱主有未依契約給付薪資等情事，外國人得向中華民國行政院勞工委員會提出檢舉，該會受理檢舉後，會予以保密，並保護外國人在台之工作權益。檢舉專線：
外籍勞工 24 小時諮詢保護專線：1955
桃園外籍勞工機場服務站：03-3989002 高雄外籍勞工機場服務站：07-8036804
9. Should the Foreign Human Resources Agency or the Human Resources Agency in R.O.C. failed comply with the charging of fees in accordance with the applicable laws and regulations or should the Employer failed to pay the wage/salary in accordance with the Labor Contract, the Foreign Worker may file a complaint to the Council of Labor Affairs of Executive Yuan of the Republic of China, each complaint will be treated with full confidentiality and the protection of the rights and benefits of the Foreign Worker in R.O.C shall be prioritized. The hotlines for complaints are:
24-hour Protection Line for Foreign Worker: 1955
Foreign Worker Service Station in Taoyuan Airport: 03-3989002 Foreign Worker Service Station in Kaohsiung Airport: 07-8036804
10. 本切結書如有偽造或填寫不實者，依中華民國相關法令接受處分。
10. Any actions resulting to forging of the Affidavit or false representation of the contents herein, shall subject the Affiants to relevant discipline or punishments in accordance with the relevant provisions of R. O. C.