

Standard Form Contract for Baby Care Centers

“In the event of inconsistency, the Chinese version shall prevail.”

Terms	Notes
<p>Article 1 Review period</p> <p>This contract (“Contract”) was provided to the parents (“Parents”) on ___/___/____ (mm/dd/yyyy). The parents have been given ___ days [at least 5 days] to review the terms of the Contract.</p>	<ol style="list-style-type: none"> 1. This article expressly stipulates that the Parents should be given a review period to go over the terms of the Contract. 2. The review period clause is included pursuant to Article 11-1 of the <i>Consumer Protection Act</i>. Depending on the contract’ s complexity, importance, and number of clauses, the review period should be five days at a minimum.
<p>Article 2 Signatories</p> <p>Parents</p> <p>Name:</p> <p>National identification number:</p> <p>Telephone:</p> <p>Residential address:</p> <p>Date of birth:</p> <p>Legal representative (if the parents are under age):</p> <p>Legal representative’ s address:</p> <p>Baby care center (“Center”)</p> <p>Registered name:</p> <p>Approval date and document number:</p>	<ol style="list-style-type: none"> 1. This article contains the Signatories’ basic information. In the event that the Parents are underage, the name and address of their legal representative must also be included. 2. According to Article 2, Paragraph 1 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i>, a baby care center is an institute that offers nursery services to children under the age of two. Article 5, Paragraph 2 of the same <i>Standards</i> states that a baby care center that has already provided care to a child up to the age of two may, if the child has not yet entered a preschool in accordance with the provisions of the Early Childhood Education and Care Act, continue to provide care for the child for a period not exceeding one year. 3. Furthermore, in accordance with Article 30 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i> and Article 3 of the <i>Regulations for the Establishment and Permission of Private Children and Youth Welfare Institutes</i>, the responsible person of the Center shall be expressly indicated in the Contract. In consideration of the rapid advancement of telecommunication technologies, the Center may provide its email address in addition to telephone numbers to ensure that the Parents can reach the Center in a timely manner and to foster trust between both parties hereto. The clauses on the signatories and the

<p>Telephone:</p> <p>Email:</p> <p>Place of service:</p> <p>Responsible person:</p> <p>National identification number of the responsible person:</p> <p>Name of signatory:</p> <p>Place of signing:</p> <p>Child entrusted to the Center by the Parent</p> <p>Name:</p> <p>National identification number:</p> <p>Date of birth:</p>	<p>signing location are included because they serve as an important piece of evidence and can determine the court of law that has jurisdiction over the Contract in the event of a dispute.</p>
<p>Article 3 Proof of lawful registration</p> <p>The Center shall provide a photocopy of its certificate of registration (Appendix I) and shall display the licenses of its managers, caregivers, contract physicians, and/or nurses in a prominent location for the Parents' perusal.</p>	<p>This article ensures that the Center is a government-sanctioned, legally registered childcare facility that offers a safe environment for children that is in compliance with the law. The Center must provide a photocopy of its certificate of registration and must display the licenses of its employees in a prominent location for the Parents' perusal.</p>
<p>IV. Details of the services provided</p> <p>The Center and the caregivers employed by the Center shall duly perform the following duties entrusted by the Parents:</p> <p>(I) Providing the child with learning activities and games to support their full development so that they can successfully reach their developmental benchmarks in each stage, as well as providing for the following developmental needs:</p> <ol style="list-style-type: none"> 1. Children's life care 2. Children's developmental learning 3. Children's healthcare 	<ol style="list-style-type: none"> 1. The scope of the service (including any ancillary services) and the supplies to be prepared by the Parents must be expressly stated in this article. 2. According to Article 5 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i>, in addition to providing care services, baby care centers must provide children with games and learning activities to support their full development

<p>4. Parent education and support for family functions</p> <p>5. Record children’s life growth, and offer consultation and referrals</p> <p>(II) The Center shall provide the following services in addition to those listed in the preceding subparagraph:</p> <p><input type="checkbox"/> Meals and snacks (including supplements)</p> <p><input type="checkbox"/> Other: _____</p> <p>(III) The Parents shall be responsible for preparing the following items and supplies:</p> <p><input type="checkbox"/> Diapers</p> <p><input type="checkbox"/> Clothes</p> <p><input type="checkbox"/> Baby bottles</p> <p><input type="checkbox"/> Baby formula</p> <p><input type="checkbox"/> Other: _____</p>	<p>so that they can successfully reach their developmental benchmarks in each stage.</p>
<p>V. Service hours</p> <p>The Center’s daily business hours are from ___:___ to ___:___.</p> <p>(I) Period of service: From ___/___/___ to ___/___/___ (mm/dd/yyyy)</p> <p>(II) Trial period: The first _____ days (at least 5) of the period of service indicated above shall serve as a trial period.</p> <p>(III) Service hours:</p> <p><input type="checkbox"/> Day time: Between ___:___ and ___:___ from _____ to _____ (days of the week)</p> <p><input type="checkbox"/> Half day: Between ___:___ and ___:___ from _____ to _____ (days of the week)</p> <p><input type="checkbox"/> Temporary care: _____</p> <p><input type="checkbox"/> Additional service hours: _____</p> <p>(IV) The period of service shall</p> <p><input type="checkbox"/> include <input type="checkbox"/> exclude the following national holidays: _____</p>	<ol style="list-style-type: none"> 1. This article contains express stipulations on the Center’s business hours and service hours. 2. The determination of the trial period will impact the amount of the refund in the event of early contract termination. For practical purposes, the trial period needs to be 5 days at a minimum. 3. According to Article 6 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i>, nursery services are classified into three categories: half-day care, day-time care, and temporary care. 4. Temporary care service only applies to situations in which the parents require additional hours of service after signing the contract with the center. It does not apply to parents who require temporary care service without signing a contract. According to Article 6, Paragraph 2 of the <i>Standards for Establishing Children and Youth Welfare Institutes</i>, temporary care service hours may not exceed the hours indicated for the half-day or day-time service. 5. To accommodate societal changes and parents’ work hours, baby care centers may provide extended care services to provide greater flexibility for the parents. 6. The parents and care center may negotiate whether to include or exclude national holidays (such as Labor Day and Soldiers’ Day) as a part of the service.

VI. Service fees

The Center may assess the following charges and fees (See also Appendix II: Fee Assessment and Refund Standards):

(I) Day-time/Half-day service fees:

- 1. No registration fee
 Registration fee (for six months of service): NT\$ _____
- 2. Monthly service fee: NT\$ _____
- 3. Insurance premiums (to be paid to the insurance company): NT\$ _____ (based on the insurance premium amount set by the government in the year of signing)
- 4. Food (including supplements): NT\$ _____
- 5. Extended care: NT\$ _____ per hour (based on the extended care fee standards set by the municipal, county, or city government)
- 6. Late pickups: NT\$ _____ per hour of overtime (based on the overtime fee standards set by the municipal, county, or city government); overtime less than 30 minutes shall be counted as 30 minutes, and overtime of between 30 and 60 minutes shall be counted as one hour.
- 7. Other fees approved by the municipal, county, or city government

(II) Temporary care: NT\$ _____ per hour

The Parents shall pay the registration fee in full by _____ days before after the start of the service and shall pay the service fees and meal/snack fees for the current month and extended/temporary service and overtime fees for the previous month by the _____th day of each month. The center shall issue a receipt when it receives a payment from the Parents. All receipts issued during the period of service shall be retained in either hardcopy or electronic format.

- 1. This article contains express stipulations on fee assessment standards and payment deadlines.
- 2. To prevent disputes, all fees to be assessed shall be clearly indicated in the contract.
- 3. In addition to the registration fee, public municipal, county, or city baby care centers may assess monthly service fees, insurance premiums, and food costs (including supplements). Other costs associated with childcare services are to be borne by the baby care center as operational costs.
- 4. According to Article 77 of the *Protection of Children and Youths Welfare and Rights Act*, baby care centers are required to purchase group insurance for all children under its charge. Therefore, the insurance premiums should be included in the service fees.
- 5. Parents must pay all necessary fees by the stipulated deadlines. To prevent disputes, it should be clearly stipulated that the center shall retain a copy of all receipts generated throughout the period of service.
- 6. The Parents must negotiate the extended care fee rate with the Center in advance. Additional charges associated with late pickups are stipulated in Article 9 herein. A “late pickup” is defined as the Parents’ failure to pick up the Child on time without notifying the Center in advance. In principle, the standards for calculating extended care and overtime fees will be set forth by the competent municipal, county, or city government based on local economic factors. Extended care and overtime fees for the current month should be paid together with the regular monthly service fee in the following month.
- 7. There is no unified standards for fees assessed by baby care centers. However, centers are required to report their fee schedules to the competent municipal, county, or city government for approval and recordation before assessing any fees.

VII. Health management

The Center shall proactively perform physical and mental development screenings on a regular basis, record the results, and provide the necessary support and assistance for the children under their care. The center shall also assist the competent health authority

- 1. This article contains express stipulations on health management procedures to be implemented by the Center.
- 2. According to Article 4 of the *Protection of*

<p>in organizing health promotion campaigns, communicating health-related information to the parents, and implementing disease prevention. If necessary, the parents shall hand over their child's Children's Health Handbook.</p> <p>The Center shall keep a daily record of the Child's physical and mental health status. The record shall be made available to the Parents for perusal, to which the Center may not object.</p> <p>In the event of a confirmed or suspected case of enterovirus, a statutory infectious disease, or other contagious disease, the Child shall stay home, and the Center may suspend its services in the meantime, to which the Parents may not object.</p>	<p><i>Children and Youths Welfare and Rights Act</i>, baby care centers must assist the parents in keeping children healthy, encouraging healthy physical and mental development, and providing the necessary services and measures.</p> <ol style="list-style-type: none"> 3. Baby care centers are required to provide a daily record of children's physical and mental health status to help the parents better understand their child's developmental status and to discover and treat problems (such as fevers, drowsiness, loss of consciousness, etc.) in a timely manner. 4. The daily record must include the child's basic information, medical history, medications, food allergies, height, weight, head circumference, vaccination records, disease screening results (including reporting and tracking records), health issues, and follow-up records. 5. To ensure the health and safety of the child and its peers, in the event of a confirmed or suspected case of enterovirus, a statutory infectious disease, or other contagious disease, the child should stay home. In most cases, a doctor's note is not required, but the center may ask the parents to produce proof of diagnosis if necessary.
<p>Article 8 Drop off and pick up</p> <p>(I) The Parents or a designated individual shall be responsible for dropping off and picking up the Child. The order of the designated pick-up persons is as follows:</p> <ol style="list-style-type: none"> 1. Name: _____ (relationship to the Child: _____; national identification number: _____); contact number: _____. 2. Name: _____ (relationship to the Child: _____; national identification number: _____); contact number: _____. 3. Name: _____ (relationship to the Child: _____; national identification number: _____); contact number: _____. <p>(II) The Parents shall notify the Center in advance if they wish to change or add designated pick-up</p>	<ol style="list-style-type: none"> 1. This article contains express stipulations on the drop-off and pick-up method(s). As the Child's personal safety is at stake, it is necessary to clarify every detail to ensure the attribution of responsibility in case of an accident. 2. If the Parents are unable to drop off/pick up the Child in person because of their work schedule, they must specify one or several designated pick-up persons and must indicate their relationship to the Child in order to clarify the responsibilities of both parties hereto. 3. To safeguard the personal safety of the Child, the Parents must notify the Center in advance if they wish to change the designated pick-up person, who must present a valid form of identification to the Center.

<p>persons. A designated pick-up person must present a valid proof of identification to the Center, or the Center may refuse to hand the Child over.</p>	
<p>Article 9 Late pickups</p> <p>Unless a prior agreement is reached with the Center, the Parents must pick up the Child by the end of the service hours indicated in Article 5, Subparagraph 3. Late pickups shall incur an overtime fee.</p>	<p>This article stipulates an overtime fee to prevent disputes arising from any failure by the parents to pick up their child by the end of the service hours for the day without prior notice, leading to overtime work on the caregivers' part.</p>
<p>Article 10 Child protection and care</p> <p>The Center shall exercise the due care of a prudent administrator in safeguarding the Child and providing the appropriate care services.</p> <p>The Center shall notify the Parents or the designated pick-up person if the Child is still at the Center at closing time. In the event that the Parents are unreachable or refuse to pick up the Child, the Center shall immediately notify the emergency contact person in charge and investigate whether the Parents are in violation of Article 53 (the protection of children and juveniles) or Article 54 (vulnerable families) of the <i>Protection of Children and Youths Welfare and Rights Act</i>. If so, the Center shall refer the Child to the competent local social work authority in accordance with the law. A police report shall also be filed in the event of a missing person or an act of abandonment.</p>	<ol style="list-style-type: none"> 1. This article expressly stipulates the Center' s child care responsibilities and the procedures to follow in the event that the Parents fail to pick up the Child by closing time and no emergency contacts can be reached. 2. The term "designated pick-up person" in this article refers to a person who has been designated by the Parents to pick up the Child. A designated pick-up person is not necessarily the emergency contact. The emergency contact will be contacted in the event that the Parents cannot be reached in an emergency.
<p>Article 11 Parents' obligation to inform</p> <p>The Parents may not intentionally withhold or misrepresent information on the Child's special physical/mental health conditions (such as physical/genetic disorders or allergies to medication or food; see Appendix III: Children's Health Evaluation Form).</p> <p>In the circumstances described in the preceding paragraph, the Parents shall provide the Center with the necessary medication and supplies/equipment (including instructions for use).</p>	<ol style="list-style-type: none"> 1. This article contains express stipulations on the Parents obligations to provide the Center with information. 2. The parents should inform the center if the child has any pre-existing conditions or special needs so that the center may take the necessary action in a timely manner and prevent harm to the child in case of emergency.

<p>Article 12 Center’ s obligation to inform</p> <p>The Center shall inform the Parents who their primary caregiver(s) will be when the Parents hand over the Child.</p> <p>The Center shall duly notify the Parents in writing or through other text-based means of any changes in its responsible person, managers, primary caregivers (or substitute caregivers, if any), staff-to-child ratio, government-approved admissions quota, and service charges.</p>	<ol style="list-style-type: none"> 1. This article contains express stipulations on the Center’ s obligations to provide information for the Parents. 2. The Center must duly notify the Parents of any change in its responsible person, caregivers, staff-to-child ratio, admissions quota, and service charges because such changes could impact the trust between the Parents and the Center. 3. Owing to the fact that increasing numbers of baby care centers are controlled by responsible persons, it is mandatory that, if applicable, the Center notify the Parents of any change in the director of the controlling legal person. 4. To ensure that the parents are informed of crucial information in a timely manner and to facilitate preservation of evidence in the event of litigation, notifications to the parents must be sent in writing or via email and/or text.
<p>Article 13 Emergencies</p> <p>In case of an acute/severe illness, injury, accident, or other emergency, the Center shall immediately administer the appropriate care or treatment and shall notify the Parents or emergency contacts specified by the Parents (see Appendix IV: Emergency Treatment Waiver).</p> <p>If urgent medical intervention is required, the Center shall attempt to take the Child to a nearby medical institution specified by the Parents or, if no such specifications were made, to an appropriate medical institution that is close to the Center. However, Article 29 of the <i>Emergency Medical Services Act</i> shall take precedence.</p> <p>In the event that the aforementioned medical institution is unable to treat the Child, the Child shall be transferred to a suitable hospital recommended by the medical institution.</p>	<ol style="list-style-type: none"> 1. This article expressly stipulates that the Center must notify the Parents or the emergency contacts specified by the Parents should the Child require immediate medical attention due to a high fever, loss of consciousness, hemorrhage, illness or injury. If the seriousness of the illness calls for hospitalization, the Center should transport the Child to the hospital specified by the Parents. However, the specified hospital must be an appropriate medical institution close to the Center. Article 29 (transportation to the nearest medical institution) of the <i>Emergency Medical Services Act</i> will take precedence if the Center chooses to file a report through the 119 emergency hotline. Furthermore, pursuant to the proviso of Article 36, Paragraph 1 of the <i>Emergency Medical Services Act</i>, in the event that the designated hospital is unable to provide the appropriate treatment, it should administer the necessary emergency care and then refer the Child to a capable medical institution or report the case to the competent emergency command center for assistance. In the event that the designated hospital is unable to treat

<p>The Center shall be liable for damages suffered by the Parents if the Center is found to be in violation of the terms of this article.</p>	<p>the Child, the Center shall see to the transport of the Child to another medical institution recommended by the hospital.</p> <p>2. This article clearly stipulates the center’ s liability if it violates the provisions pertaining to emergency measures.</p>
<p>Article 14 Contract termination for a cause attributable to the Parent</p> <p>The Center may unilaterally terminate this Contract in any of the following circumstances:</p> <p>(I) The Parents fail to pay the necessary fees on time for ____ consecutive months [at least 2 months] following the Center’s issuance of a payment reminder.</p> <p>(II) The Parents fail to deliver the Child to the Center in ____ separate instances [at least 3] without prior notice following the Center’s issuance of a warning. However, an exemption may be granted if prior notice is given or if the circumstances are not attributable to the Parents.</p> <p>(III) The Parents (or the designated pick-up person) fail to pick up the Child from the Center by the end of the business day without prior notice in ____ separate instances [at least 2] or for ____ hours [at least 2] in any given month following the Center’s issuance of ____ warnings [at least 2].</p> <p>(IV) The Parents knowingly conceal the fact that the Child has contracted enterovirus, a Ministry of Health and Welfare-recognized statutory infectious disease, or other contagious illness in ____ separate instances [at least 2].</p> <p>(V) The Parents knowingly conceal the Child’ s special physiological/mental condition or refuses to provide the necessary medication/ equipment (including instructions for use) in violation of Article 11 herein, rendering it impossible for the Center to administer proper care.</p> <p>(VI) The Parents refuse to make the necessary improvements when there is tangible proof that the Parents’ conduct is severely impacting order, safety, and sanitation at the Center.</p>	<p>1. This article expressly provides the grounds for Contract termination for causes attributable to the Parents.</p> <p>2. The fees paid by the Parents support the Center in providing quality childcare services. If the parents fail to pay the necessary fees on time despite receiving a reminder of payment due from the center, the center may unilaterally terminate this contract.</p> <p>3. If the Parents (or the designated pick-up person) repeatedly fail to pick up the Child from the Center by the end of business day without prior notice, the Center may unilaterally terminate this Contract.</p> <p>4. Pursuant to the applicable disease prevention guidelines, children who contract enterovirus, a Ministry of Health and Welfare-recognized statutory infectious disease, or other contagious illness must be quarantined at home. If the Parents knowingly conceal the child’ s illness and continue to send the child to the Center (which may lead to the spread of disease to other children at the Center), the Center may unilaterally terminate the contract.</p> <p>5. The Center may also unilaterally terminate this Contract if the Parents knowingly conceal the Child’ s special physiological/mental condition or refuses to provide the necessary medication/ equipment (including instructions for use), rendering it impossible for the Center to administer the proper care, or if the Parents repeatedly refuse to comply with the safety and health regulations implemented by the Center despite fair warning (such as refusing to wear a face mask or sanitize their hands while on campus, damaging public</p>

	<p>facilities, verbally insulting the Center’s employees, etc., and thereby making it difficult for the Center to continue childcare services).</p>
<p>Article 15 Contract termination for a cause attributable to the Center</p> <p>The Parents may unilaterally terminate this Contract in any of the following circumstances:</p> <p>(I) The Center fails to make the necessary improvements _____ days [at least 30 days] after fair warning by the Parents following a change in the Center’s responsible person, managers, caregivers, staff-to-child ratio, admissions quota, service fees, care venue, buildings, facilities, equipment, service details, etc., which negatively impacts the rights and interests of the Child.</p> <p>(II) The Center fails to make the necessary improvements in _____ days [at least 10 days] of being given fair warning by the Parents following the occurrence of any of the following circumstances:</p> <ol style="list-style-type: none"> 1. The Center is negligent in its duties of caring for the Child. 2. The caregivers’ conduct or behavior is detrimental to the Child. <p>The Parents may immediately terminate this Contract if the Child is in imminent danger (such as in cases of child abuse or violence) or exposed to behavior that is detrimental to their physical and mental well-being at the Center.</p> <p>This Contract shall be terminated automatically should the Center go out of business or cease operations, in which event the responsible person shall immediately notify the Parents and assist them in transferring the Child to a different baby care center. The Parents may also seek the assistance of the competent municipal, county, or city government in placing the Child in a suitable childcare facility.</p>	<ol style="list-style-type: none"> 1. This article expressly provides the grounds for Contract termination for causes attributable to the Center. 2. If, after contract signing, the center makes a change in the service details or quality in a way that is inconsistent with the expectations of the parents or that negatively impacts the child’s rights and interests, the parents may unilaterally terminate the contract. 3. If the Center is suspected of improper care, child abuse, or other unlawful conduct, the local government will step in and launch an investigation. If the suspicions are verified, the Center will be ordered to make the necessary improvements by a given deadline or have their license suspended for a predetermined period of time pursuant to the <i>Protection of Children and Youths Welfare and Rights Act</i>. In principle, the Parents should give the Center a period of time for making improvements if they find inadequacies or shortcomings in the Center’s care through day-to-day observation and interaction, as long as the Child is not in any immediate danger. The exact length of the improvement period may be negotiated between the two parties hereto. However, in any of the circumstances described in Paragraph 1, Subparagraph 2 herein, the Center is obligated to make immediate improvements, and the Parents may unilaterally terminate this Contract if the Center fails to address the issue within 10 days of becoming aware of it. 4. In the event of the closure of the Center, the Center’s responsible person must notify the Parents in a timely manner and assist them in transferring the Child to a different baby care center. The Parents may also seek the assistance of the competent municipal, county, or city government to place the Child in a suitable childcare facility.

<p>Article 16 Contract termination for a cause unattributable to either party hereto</p> <p>Both parties may agree to terminate this Contract if it is rendered inexecutable due to a force majeure event or for a reason unattributable to either party hereto.</p>	<p>This article clearly stipulates that both parties may agree to terminate this Contract if it is rendered inexecutable due to a force majeure event or for a reason unattributable to either party hereto.</p>
<p>Article 17 Contract termination by parents at any time</p> <p>The Parents may unilaterally terminate this Contract at any time by giving the Center a ____-day notice. (The notice period shall be between 5 and 14 days. If not expressly indicated herein, the default notice period shall be 5 days.)</p>	<p>This article expressly stipulates that the Parents may unilaterally terminate this Contract at any time by giving the Center a 5- to 14-day notice.</p>
<p>Article 18 Refund upon contract termination</p> <p>Should the Parents choose to terminate this Contract prior to its effective date, the Center shall issue a full refund of the registration fee in its entirety within seven days of Contract termination.</p> <p>Either party hereto may terminate this Contract at any time during the trial period, and the Center shall, within seven days of Contract termination, issue a prorated refund to the Parents based on the actual days of service provided.</p> <p>The Center shall issue a prorated refund of paid registration fees, monthly service fees, and food (including supplement) costs to the Parents within seven days of Contract termination for any reason described in Articles 14 through 16 herein.</p> <p>In the event that the Parents terminate this Contract in accordance with Article 17 after the trial period, the Center shall issue a refund to the Parents within seven days in accordance with the following regulations:</p> <p>(I) Registration fee:</p> <ol style="list-style-type: none"> 1. Termination within a month following the conclusion of the trial period: a 2/3 refund 2. Termination after a month but within two months following the conclusion of the trial period: a 1/3 refund 	<ol style="list-style-type: none"> 1. This article expressly stipulates that the Center must issue a prorated refund to the Parents based on the actual days of service provided should the Parents choose to terminate this Contract during the trial period. 2. To simplify the refund process, if this Contract is terminated for a reason described in Articles 14 through 16 herein, the Center must issue a prorated refund in accordance with the same standards regardless of which party the contract termination is attributed to. 3. Refunds of monthly service fees shall be calculated on the basis of 30 days per month (including weekends and national holidays).

<p>3. Termination two or more months after the trial period: no refunds</p> <p>(II) Monthly service fees and food (including supplement) costs: a prorated refund based on the actual days of service provided</p> <p>Insurance premiums: A prorated refund based on the number of months remaining, counting from the month following Contract termination.</p> <p>Refunds shall be calculated according to the period of service indicated on payment notifications and receipts. Prorated refunds shall be calculated on the basis of 30 days per month.</p>	
<p>Article 19 Refund for leave of absence</p> <p>Should the Child be on extended sick leave for a period of five consecutive days or more (counting weekends and national holidays), the Center shall issue a prorated refund of food (including supplement) costs.</p> <p>In the event that the Child is on sick leave for enterovirus, a Ministry of Health and Welfare-recognized statutory infectious disease, or other contagious illness, the Center shall issue a prorated average monthly fee of NT\$ _____ (no less than 40% of the average monthly service fee).</p> <p>* Average monthly service fee = Regular monthly service fee + [Registration fee / 6 (months)]</p>	<ol style="list-style-type: none"> 1. This article expressly stipulates the standards for refunding money in the event of sick leave or leave taken due to infectious disease. 2. Extended sick leave is defined as sick leave of five consecutive days or more. This is based on industry convention with consideration given to the costs associated with food preparation borne by the center. 3. Similar to the calculation method described in Article 18, Paragraph 6 herein, the calculation of refunds for extended sick leave must include weekends and national holidays. Because a Child's illness is out of the Parents' control, for a sick leave of five days or more across two (or more) months, the Center must issue a refund in the last month of the sick leave period. 4. Food (including supplement) costs are charged on a monthly basis. If the center does not charge for food and supplements, no refund is required. 5. To safeguard the rights and interests of both parties to the contract, both the center and the parents should be responsible for following disease prevention guidelines and should share the associated costs. Refund standards in the event of enterovirus, statutory infectious diseases, and other contagious diseases are based on the cost-profit analysis in the 2017 report <i>Baby care center Cost Analysis Models</i>. In the report, caregiver salaries (variable cost) account for approximately 60% to 65% of a baby care center's total costs. However, in consideration of rising personnel costs and increasing benefits to

	<p>ensure the retention of caregivers, this percentage is expected to gradually increase to 70% to 75% over the years. Therefore, the Ministry of Health and Welfare has adopted 75% cost structure and a 40% refund rate based on a consensus reached after seven meetings. Because baby care centers are considered to be part of the public welfare sector, the refund rate was decided through consensus following multiple negotiations based on the professional opinions of accountants. The refund rate may be adjusted in the future in accordance with changing cost structures.</p> <p>6. To prevent cluster infections, children who contract a statutory infectious disease (such as COVID-19, influenza A, rubella, or dengue fever), other contagious disease (such as Scabies, bacterial gastroenteritis, and mycoplasma pneumoniae) are required to stay home. Although mild enterovirus infection (in contrast with severe enterovirus infection) is not categorized as a Ministry of Health and Welfare-recognized statutory infectious disease, this article expressly stipulates that baby care centers may refuse to provide care to children who have contracted the disease in order to safeguard other children under their care.</p>
<p>Article 20 Exceptions for baby care centers contracted by the government</p> <p>Baby care centers contracted by municipal, county, or city governments shall be exempt from the refund standards set forth under Article 6, Paragraph 1, Subparagraph 1, Item 5; Article 18; and Article 19 herein.</p>	<p>Because they receive funding from the government, baby care centers that are established by a municipal, county, or city government but run by a private company should not operate on the same refund standards that apply to private, for-profit baby care centers. Therefore, such baby care centers may be exempt from the refund standards set forth in this Contract.</p>
<p>Article 21 Refund without contract termination</p> <p>Should parts of this Contract be rendered inexecutable due to a natural disaster, force majeure event, nationwide government mandate, or other reason unattributable to either party, the Center shall issue a refund to the Parents in the amount of NT\$_____ per month (the amount may not be less than 50% of the average monthly service fee), prorated according to the period of service impacted.</p> <p>* Average monthly service fee = Regular monthly service fee + [Registration fee / 6 (months)]</p>	<p>1. This article provides express stipulations on suspensions of service due to natural disasters, force majeure events, nationwide government mandates, or other reasons unattributable to either party. In consideration of the two parties' obligations to comply with national policies, provisions on the fair and equitable calculation of refunds are also included as a means to safeguard the rights and interests of both parties hereto.</p> <p>2. This article only applies to nationwide government mandates, such as suspensions of service due to a nationwide COVID-19 mandate issued by the government. Therefore, this article does not apply to suspensions of service due to individual children asking for leave due to having contracted COVID-19 or enterovirus, in which</p>

	<p>case the provisions set forth under Article 19 apply.</p> <p>3. Pursuant to Article 18, Paragraph 6 of this Contract, refunds of monthly service fees shall be calculated at 30 days per month. Therefore, the calculation of “period of service impacted” includes weekends and national holidays.</p>
<p>Article 22 Breach of contract</p> <p>Either party hereto shall be liable for any damage caused to the other party due to violations of the terms set forth herein.</p>	<p>This article stipulates that a party who suffers a loss due to the other party’s breach of contract may seek damages in accordance with the law.</p>
<p>Article 23 Complaints</p> <p>The Center shall appoint a dedicated person to handle complaints filed by the Parents.</p> <p>The Center shall cooperate in the event that an official complaint or mediation request is filed by the Parents.</p>	<ol style="list-style-type: none"> 1. Baby care centers are required to provide a channel for accepting and handling consumer disputes in accordance with Article 43 of the <i>Consumer Protection Act</i>: “When a consumer dispute arises between consumers and traders relating to goods or services, consumers may file a complaint with the traders, consumer advocacy groups, or consumer service centers or their branch offices. Traders shall properly handle consumer complaints within 15 days.” 2. To prevent litigation, baby care centers are required to send representatives to attend mediation meetings in accordance with Article 44 of the <i>Consumer Protection Act</i>: “If the consumer complaints referred to in [Article 43] are still not properly responded to, mediation can be made with the consumer dispute mediation commission of the municipal governments or the county (city) governments.”
<p>Article 24 Jurisdiction</p> <p>Both parties hereto agree to designate the Taiwan _____ District Court as the court of first instance. However, the provisions pertaining to jurisdiction set forth in Article 47 of the <i>Consumer Protection Act</i> and Article 436-9 of the <i>Code of Civil Procedure</i> shall still take precedence.</p>	<p>Pursuant to Article 24 of the <i>Code of Civil Procedure</i>, the parties may, by agreement, designate a court of first instance to exercise jurisdiction. However, the provisions pertaining to jurisdiction set forth in Article 47 of the <i>Consumer Protection Act</i> and Article 436-9 of the <i>Code of Civil Procedure</i> still take precedence.</p>
<p>Article 25 Supplementary and appended provisions</p>	<p>The two parties hereto may directly amend the preceding articles or include additional provisions</p>

<p>The following supplementary and appended provisions shall apply:</p> <p>(I) _____</p> <p>(II) _____</p> <p>(III) _____</p> <p>In the event that the provisions set forth herein are more beneficial to the Parents than the mandatory provisions announced by the central competent authority, the provisions herein shall take precedence.</p>	<p>under this Article to address the actual conditions of the service.</p>
<p>Article 26 Personal data protection</p> <p>Pursuant to the <i>Personal Data Protection Act</i>, the Center shall be responsible for maintaining confidentiality in collecting, processing, and using the personal data belonging to the Child and the Parents. Except with the Parents' prior written consent, the Center may not disclose or use such data for a purpose not expressly provided in the Contract. This clause shall remain in effect following Contract termination.</p>	<p>Protection of personal privacy and data is a fundamental human right. Therefore, the center and its responsible person, caregivers, and employees must protect the privacy and personal data belonging to the parents and the child.</p>
<p>Article 27 Disputes</p> <p>Pursuant to Article 11, Paragraph 2 of the <i>Consumer Protection Act</i>, any disputes associated with the wording of the terms and conditions contained herein shall be interpreted in favor of the Parents.</p>	<p>Any disputes arising from this Contract shall be handled in accordance with Article 11, Paragraph 2 of the <i>Consumer Protection Act</i>.</p>
<p>Article 28 Validity of appendices and execution in duplicate</p> <p>The appendices contained herein and the Center's promotional materials shall be considered an integral part of this Contract, which shall be executed in duplicate, with each party hereto retaining one original copy. The Contract shall become effective on the contract signing date.</p>	<ol style="list-style-type: none"> 1. To safeguard the rights and interests of both parties hereto and to prevent disputes, any amendments to this Contract must be executed in writing. 2. To prevent disputes, each party hereto shall hold onto a true and original copy of the Contract as proof of their rights and obligations.

Article 29 Unaddressed matters

Matters unaddressed herein shall be subject to the applicable laws and regulations and shall be handled in good faith and in an equitable manner by the two parties hereto.

This standard form Contract should stipulate that any unaddressed matters be subject to the applicable laws and regulations, and that they shall be handled in good faith and an equitable manner by the two parties hereto.

Appendix I (Article 3) Photocopy of certificate of registration (provided by the Center)

Appendix II (Article 6) Fee Assessment and Refund Standards (provided by the Center)

Appendix III (Article 11) Child' s Health Evaluation Form

Children' s Health Evaluation Form

Name of the Child: _____ Blood type: _____

National ID number: _____ Sex: _____ Date of birth: ____ / ____ / ____ (mm/dd/yyyy)

Name of father: _____ Contact number: _____ Mobile: _____

Name of mother: _____ Contact number: _____ Mobile: _____

Legal guardian: _____ Contact number: _____ Mobile: _____

To ensure quality service and facilitate the Center's performance of its duties, the Parents are advised

to provide the following information in detail:

Health conditions:

1. Allergies: No Yes: _____

2. Allergy type: Food: Medication:

Animals: Pollen Dust mites Other:

3. Pre-existing conditions: No Yes: (Asthma Epilepsy G6PD deficiency

Heart disease Urticaria Chronic bronchitis Atopic dermatitis Febrile

convulsions Chronic otitis media Down syndrome Premature birth Cerebral
palsy

Developmental delays Autism ADHD Hearing impairment Visual
impairment

Other:

4. Dietary restrictions: No Yes: _____

5. History of surgery: No Yes, illness: _____; instructions to Caregiver: _____

6. Other health conditions: _____

Signature of the Parents:

Date:

Appendix IV (Article 13) Emergency Treatment Waiver

Emergency Treatment Waiver

We, _____, as the parents of _____ (“my child”), hereby acknowledge that during the period of service, the baby care center (“Center,” name: _____, address: _____) may contact us or our designated emergency contact(s) should our child sustain/experience an acute/severe illness, injury, accident, or other emergency. If urgent medical intervention is required, the Center will attempt to take our child to a nearby medical institution specified by us or, if no such specifications were made, to an appropriate medical institution that is close to the Center. However, Article 29 of the *Emergency Medical Services Act* shall take precedence. In the event that the specified medical institution is unable to provide the appropriate treatment, the Center shall transfer the child to the hospital recommended by the medical institution or another suitable hospital.

1. Parents:

Name _____ Relationship to Child _____ Contact number _____

2. Emergency contact:

Name _____ Relationship to Child _____ Contact number _____

3. The Parents have / have not specified the following hospital as the designated medical institution:

Name of hospital:

Address:

Telephone number:

Signatures of the Parents:

Date: