

附件

## 切 結 書

立切結書人 申請從事職業運動或相關等排名賽事訓練及參賽，俾利提升競技實力，延續運動生命，以為國爭光。其有經 貴署核定以補充兵役選手身分從事職業運動或相關等排名賽事訓練及參賽，並依「教育部體育署國家體育競技代表隊服補充兵役選手列管期間管理考核要點」等相關規定，自核定服補充兵役選手生效日起實施 5 年列管，立切結書人於列管期間自行照料生活起居及負起自我管理之責任。

立切結書人於前開列管期間無條件同意接受徵召代表國家參加奧林匹克運動會、亞洲運動會、奧運資格賽、世界或亞洲最高層級正式賽事，或由全國性單項運動協（總）會所認可之重大國際賽事及賽前培訓，且於賽前至少 14 天赴培訓地點報到參加集訓。

其有拒絕國家代表隊徵召參加前開所列各該賽事及培訓者，立切結書人同意依「國家體育競技代表隊服補充兵役辦法」規定，廢止本人服補充兵役資格，並依「兵役法」等相關規定補服常備兵原有役期。

此致

教育部體育署

立切結書人： (簽名蓋章) 法定代理人： (簽名蓋章)

出生年月日： 出生年月日：

國民身分證統一編號： 國民身分證統一編號：

戶籍地址： 戶籍地址：

(立切結書人未滿 20 歲者，應併同其法定代理人簽署)

中 華 民 國 ○ 年 ○ 月 ○ 日

## 國家體育競技代表隊服補充兵役役男參加國內外職業球隊協議書

中華民國○○協會（以下簡稱甲方）為提供我國義務役役男○○選手優質訓練環境，以銜續運動生命，提升我國競技運動實力，並兼顧○○○球團（以下簡稱乙方）所屬球員○○○（以下簡稱丙方）國民應盡之兵役義務，特訂定本協議如下：

- 一、乙方所屬球員丙方，自中華民國體育主管機關（以下簡稱體育主管機關）核定服補充兵役日起，五年內應接受體育主管機關列管及監督，期間自 年 月 日起至 年 月 日止。
- 二、前條期間，乙方應無條件同意甲方徵召丙方代表國家，參加奧林匹克運動會、亞洲運動會、奧運資格賽、世界或其他亞洲最高層級正式賽事（含資格賽），或由全國性單項運動協（總）會所認可重大國際賽事及賽前培訓。丙方應於賽前，至少 14 天赴培訓地點報到參加集訓，如獲得亞運第一名或奧運前三名，得申請解除列管。
- 三、乙方如違反第二條規定，甲方得依國家體育競技代表隊服補充兵役辦法規定，報體育主管機關，廢止丙方服補充兵役資格。補充兵役資格廢止後，丙方應依兵役相關規定補服常備兵應服之役期。
- 四、乙方應負丙方生活及管理義務，並依甲方要求，提送訓練及比賽績效相關報告。
- 五、於不影響比賽及集訓情況下，乙方及丙方應無條件配合參加體育主管機關指定公益活動。
- 六、本協議經三方簽署後，由甲方報請體育主管機關核定後，丙方始得向乙方報到。
- 七、列管期間，乙方與丙方解約時，應即通知甲方轉知體育主管機關，甲方亦應通知丙方於 30 日內，至國家運動訓練中心報到。

本協議之英文版本內容與中文版本發生爭議時，以中文版本為準。因而涉訟時，以台北地方法院為唯一管轄法院，本契約當事人同意排除外國法院或地區之管轄權。

甲方： (簽章)

負責人：

地 址：

電 話：

乙方： (簽章)

負責人：

地 址：

電 話：

丙方：

姓 名： (簽章)

地 址：

電 話：

中華民國 年 月 日

**Sports Administration of Ministry of Education**

## AGREEMENT ON PARTICIPATION IN INTERNATIONAL PROFESSIONAL TEAMS BY NATIONAL SPORTS TEAM MEMBERS AS REPLACEMENT SOLDIERS

The Chinese Taipei Baseball Association, hereinafter referred to as Party A, aiming to provide an optimal training environment and extend the service life of its compulsory military service enlisted \_\_\_\_\_ players, upgrade Taiwan's sports competitiveness while allowing \_\_\_\_\_, player of the \_\_\_\_\_, hereinafter referred to as Party B, nationals shall meet his obligations as a draftee, has produced the agreement below:

1. \_\_\_\_\_, player of Party B shall respond to the calls of the Republic of China's sports affairs authorities, hereinafter referred to as sports governing authority, and its supervision for a period of 5 years from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_, effective date of approval by the sports governing authority, as backup draftee.
2. During the aforementioned period, Party B shall unconditionally agree to have \_\_\_\_\_ participate, in the capacity of national team member, in Olympic Games, Asian Games, Olympic Games qualification tournaments, international or other Asian regional highest level official tournaments(including qualifying ones), or national sports association (federation) sanctioned major international tournaments and preparatory training. Furthermore, \_\_\_\_\_ shall report to the training site, at least 14 days prior to each event, for participation in the training program. winning first place in the Asian Olympic Games or any of the 3 leading places in Olympic Games shall make him exempted from such calls.
3. Party B's violation of the second stipulation shall give Party A the right to, by following the regulations of National Sports Team Members As Backup Draftees, report the case to Republic of China's sports affairs authorities, which shall revoke \_\_\_\_\_'s qualification as backup draftee. Following revocation of supplemental military service backup draftee status, \_\_\_\_\_ shall meet his military service obligations as an ordinary draftee as stipulated in relevant conscription system.
4. Party B shall be responsible for \_\_\_\_\_'s daily living and management, and upon Party A's request, produce performance reports on training and tournaments.
5. Without prejudice to the training and competition, \_\_\_\_\_ should unconditionally participate in public activities designated by the Republic of China's sports affairs authorities.
6. After this agreement is duly signed by the three parties, and after Party A has submitted to the sports governing authority for authorization, \_\_\_\_\_ shall begin reporting to Party B.
7. If Party B dissolves the contract of \_\_\_\_\_ during the period of calls, Party A shall be immediately notified whom thereafter shall inform the sports governing authority, and Party A shall notify \_\_\_\_\_ that he shall report to the National Athletes Training Center within 30 days.

In the event a discrepancy arises between the contents of the English version and Chinese version of this agreement, the Chinese version shall prevail. For lawsuits that arise, the Taipei District Court shall serve as the sole court of jurisdiction, and upon signing this agreement the parties have agreed to exclude jurisdiction of foreign courts and regional courts.

Party A:

Address:

Telephone:

Representative' Signature \_\_\_\_\_ Date \_\_\_\_\_

Party B:

Address:

Telephone:

Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

Player:

Player's Signature \_\_\_\_\_