Contract Template for Childcare Service in Provider's Home

Effective on December 26, 2023

"In the event of inconsistency, the Chinese version shell prevail."

Terms	Notes
WHEREAS, _____ ("Client") has commissioned _____ ("Provider") to provide childcare service ("Service") in Provider's home for _____ ("Child"), born on ____/____/_____ (mm/dd/yyyy), National ID No. _____; NOW, THEREFORE, both parties agree to enter into the following agreement ("Agreement") and be bound by the following terms and conditions:	1. Please verify national identification numbers and household registration details. 2. If the Client is <u>not of legal age</u> and unmarried, their legal representative's signature must be obtained for this Agreement to become effective. 3. If necessary, additional sections may be appended to the "Child" field (including name, national identification number, and date of birth) based on the number of children requiring childcare service in Provider's home.
I. Period of service 1. The period of service shall begin on ____/____/_____ (mm/dd/yyyy) and conclude on ____/____/_____ (mm/dd/yyyy), with the first month being a probationary period during which either party hereto may unilaterally terminate this Agreement. 2. Service type and hours ☐ **Half day** [<= 6 hours per day]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐ **Days** [6–12 hours per day]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐ **Full day** [> 16 hours per day]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐ **Nights** [between 8 p.m. and 8 a.m. of the next day; accommodations at the Provider's registered address]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐ **Extended hours** [hours in addition to regular service hours]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐ T**emporary care** [temporary care services other than the five options above]: Between ___:___ and ___:___ on _____ [day(s) of the week] 3. The service shall: ☐ Not be offered on national holidays ☐ Be offered on the following national holidays: _____	1. Both parties are required to comply with the terms and conditions set forth in the Agreement during the period of service. 2. The available types of childcare services are based on Article 6 of the *Registration and Management Regulations for Family Childcare Services Agencies*. 3. Please clearly indicate the hours of service, as this will be used as the basis for calculating overtime or reduced hours. 4. Full-day childcare service is detrimental to child development and can have a negative impact on the parent-child relationship. It is recommended that the Client only select full-day service if absolutely necessary due to their work schedule. 5. Please refer to the Directorate-General of Personnel Administration's announcements for a list of national holidays. Whether childcare service is to be provided on other holidays (including typhoon days or other days with unplanned closures) may be negotiated between the Client and the Provider.
II. Place of care and mode of transportation 1. Address: 2. _____ ("Authorized Driver"), relationship to the Child: _____, shall be responsible for dropping off and picking up the Child. 3. The Client shall duly notify the Provider in the event that the Child is to be transported by someone other than the Authorized Driver.	1. Please clearly indicate the place of service. 2. To ensure accountability and the personal safety of the Child, please clearly indicate the method of transportation. 3. The Authorized Driver may not be a person who is under the age of 12 or who is otherwise unsuited to transport the Child. 4. To ensure the personal safety of the Child, the

	Provider must be duly notified in the event that the Child is to be transported by someone other than the Authorized Driver. The Provider may ask to see a form of identification.
III. Service details The Provider shall duly perform the following responsibilities entrusted by the Client in order to meet the needs of the Child at different developmental stages: 1. Fostering a clean, sanitary, and safe childcare environment that is conducive to child development 2. Providing the Child with sufficient nutrition, healthcare, life care, learning activities/games, and social development support 3. Providing the Client with childcare-related information and consultation 4. Recording the Child's daily life events and growth 5. Assisting the Child in getting medical screenings and tests 6. Providing other child development-related services	1. This Chapter is based on Article 3 (services provided by the Provider) of the *Registration and Management Regulations for Family Childcare Services Agencies*. 2. Additional services, such as getting the Child vaccinated or taking the Child out on walks on a weekly basis, may be amended or added to the Agreement following negotiations between the Provider and the Client. 3. The Provider must keep a daily log of the services provided in writing (such as a baby journal or daily service log). The log should include the following information: food intake, attendance records, daily activities, learning activities, emergencies, and other unusual circumstances.
IV. Service fees 1. The monthly service fee shall be NT$_____. The Client shall pay the Provider ☐ <u>in cash</u> ☐ <u>through bank transfer</u> ☐ <u>by check</u> on or before the ____th day of each month. 2. Should the Client drop off the Child earlier or pick up later than scheduled, the Client shall pay the Provider an hourly overtime fee of NT$_____. However, overtime of less than 30 minutes in a single day shall not be counted. Overtime of less than one hour but over 30 minutes shall be counted as one hour. In the event that more than _____ instances of overtime or more than a cumulative total of _____hours of overtime are incurred in a single month, the Client shall negotiate a new agreement with the Provider, or the Provider may terminate the Agreement unilaterally. 3. The Client shall pay the Provider ☐ an hourly ☐ a daily rate of NT$_____ for requesting temporary childcare services outside of the agreed upon service hours.	1. The terms of the Agreement shall clearly indicate the service fee amounts and payment schedule to safeguard the rights and interests of both parties hereto and to prevent unnecessary disputes. 2. As late pickups or early drop-offs may affect the schedules of both parties hereto, it is advised that the Agreement should include clear stipulations for service hours, modes of transportation, and overtime fees to prevent disputes. 3. The calculation of overtime or reduced service hours (times) may be based on a predetermined period of time agreed upon by both parties hereto. 4. Management of fee collection and refunds: The Childcare Provider Management Committee established by each local government shall be responsible for determining the fee and refund standards (based on local price indices and fee standards in the most recent two-year period) and making announcements of fee standards in each administrative district on a regular basis.
V. Suspension of service 1. Should the Client request the suspension of the Service, the Provider ☐ may retain all service fees received. ☐ shall issue a prorated refund to the Client; however, the Provider may terminate this Agreement unilaterally if the Child is not delivered to the Provider's charge for ____ consecutive days. 2. The Client may request the temporary suspension of the service but shall pay the Provider half of the agreed amount for a suspension of more than _____ days. 3. The Provider must notify the Client _____ days in advance of any leave of absence and shall issue a prorated refund for already paid fees. However, if the Provider is	1. A suspension of service by either party hereto would involve the refund of fees and could lead to a significant impact on the other party's livelihood. As such, it is the most common cause for disputes between any two parties to this Agreement. It is therefore recommended that the Agreement contain clear stipulations for the conditions of suspension and the terms of refund. 2. To foster a good relationship and build trust between the two parties, it is recommended that the Client pay the Provider half of the agreed service fee during extended suspensions of the Agreement. 3. A variety of reasons could lead to a

on leave for ☐ _____ days ☐_____ months consecutively or for a cumulative total of ☐ _____ days ☐_____ weeks in a month, the Client may unilaterally terminate this Agreement. 4. In the event that the Child is infected with chickenpox, enterovirus, or another highly contagious or notifiable infectious disease and must be quarantined at home: ☐ The Provider shall issue a full refund for the period of the suspension of service. ☐ The Provider shall issue a partial refund of (_____%) starting from the _____th day of the suspension.	suspension of service, including sickness and overseas trips. The Client and the Provider may negotiate ad hoc refund terms in the event of extraordinary circumstances. 4. Children are more susceptible to infectious diseases than adults. Therefore, a child who is infected (or suspected of being infected) with chickenpox, enterovirus, or other contagious or notifiable infectious diseases shall be quarantined at home, and the Client shall be entitled to a refund.
VI. Visitation 1. The Client may make a request to visit the Child during the period of service, which the Provider may not refuse without just cause. 2. The Client's visitation shall not cause a negative impact on either the Child's or the Provider's daily routines.	1. As a courtesy, the Client should make a phone call to the Provider before each visit. 2. In principle, the Client is allowed to visit the Child at any time, but extended or frequent visits or visitation at odd hours could have a negative impact on the Provider's daily routine. Therefore, certain restrictions on visitation may be put in place. 3. The Client may negotiate with the Provider to extend visitation hours or increase the frequency of visitation in the event of an emergency or other extraordinary circumstances.
VII. Emergencies 1. Should the Child become subject to an acute or serious illness or accident, the Provider shall immediately administer emergency care/treatment, seek medical assistance, and notify the following emergency contact(s) designated by the Client: (1) Name: _____; relationship with the Child: _____; phone number: _____ (2) Name: _____; relationship with the Child: _____; phone number: _____ (3) Name: _____; relationship with the Child: _____; phone number: _____ 2. In the event that none of the emergency contacts can be reached in a timely manner, the Provider shall administer the necessary care/treatment in the Child's best interest while continuing to attempt to reach the emergency contacts indicated in the preceding paragraph. 3. In principle, if the Child should become subject to an acute disease, serious illness, or emergency during the period of service, the Child shall be transported to the nearest medical institution by ambulance or another emergency vehicle. For non-acute sickness requiring medical attention, the Child shall be taken to a hospital specified by the Client (see Childcare Client Health Evaluation Form). In the event that no hospitals have been specified by the Client or that the specified hospital refuses to treat the Child, the Caretaker may transport the Child to another hospital.	1. The Client should provide accurate telephone numbers for the emergency contacts to ensure that they can be reached. An emergency contact may be the Child's legal guardian or a family member. Please provide several alternatives to ensure that the Provider can reach an emergency contact in a timely manner in case of an emergency. 2. Parents should specify a hospital that the Child has regularly attended as the designated hospital as it will have on file the Child's comprehensive medical record, which is conducive to accurately diagnosing and treating the Child in case of an emergency. 3. The Client may specify additional emergency contacts and/or hospitals if necessary. 4. To ensure that the Child receives timely medical assistance, if the specified hospital is outside of the service range of the ambulance, the Child may be transported to a different medical institution designated by the competent emergency response authority.
VIII. Provider's responsibilities 1. The Provider shall consider the Child's best interest as the top priority and concentrate on providing childcare services. 2. The Provider shall enter into an agreement in writing with the parents, guardians, or other people looking after Child.	1. The Provider shall comply with Articles 4, 9, and 11 of the *Registration and Management Regulations for Family Childcare Services Agencies*. 2. The Provider should take out public accident liability insurance and general liability

3. The Provider shall keep the Child and their family's personal information confidential except where the Provider has their express permission to disclose such information or where such disclosure to the competent authority is required by law. 4. The Provider shall receive at least 18 hours of in-service training each year. The in-service training shall include more than 8 hours of basic life support training every two years. 5. The Provider shall undergo a physical examination at least once every two years. 6. The Provider shall take out liability insurance prior to the period of service. 7. The Provider and any persons who reside with them in the same household shall not commit or have any of the following circumstances, or the Provider shall be disqualified from practice: (1) They have violated Article 2, Paragraph 1 of the *Sexual Assault Crime Prevention Act*, Article 25 of the *Sexual Harassment Prevention Act*, the *Child and Youth Sexual Transaction Prevention Act*, or the *Child and Youth Sexual Exploitation Prevention Act* and have been punished with deferred prosecution or found guilty. However, people aged below 18 and who violate Article 227 of the *Criminal Code* shall be exempt from the above stipulation. (2) They have violated the *Narcotics Hazard Prevention Act* and have been punished with deferred prosecution or found guilty. (3) They have committed one of the acts described in any subparagraph of Article 49 of the *Protection of Children and Youths Welfare and Rights Act*, as verified by the competent authority. (4) They have engaged in unlawful or inappropriate behavior resulting in a significant impact on the interests of the Child, as verified by the competent authority. (5) There is tangible evidence indicating that they might hurt the Child, or they have been disqualified from providing childcare services by the competent authority. (6) They have been placed under statutory guardianship or assistantship which is still in force. (7) They were the perpetrator of domestic violence and have been punished with deferred prosecution or have been found guilty of the crime in the most recent five-year period. A. The determination of <u>item five of this subparagraph</u> shall be carried out by the competent municipal or county (city) authority, which shall commission a review panel made up of <u>qualified physicians</u>, child and youth welfare specialists, <u>and</u> other relevant scholars and experts. However, if a competent authority determines a preclusion to be extinct, the Provider may continue to offer childcare service in their home in accordance with the same Act. B. The Provider shall be held solely liable for any harm caused to the Child for failure to disclose any of the conditions described above. 8. The Provider shall keep a daily record of the Service and shall provide a copy of the record to the Client.	insurance before the start of the Service to cover bodily injury, death, or loss/damage of property due to an accident occurring to the insured during the insurance period. In case of damage, the insurance company shall be liable for compensation according to law, and when a payout claim is made, the insurance company shall be responsible for compensating the insured. 3. To prevent cross infection between children who are highly susceptible to infectious diseases, the Provider may ask that the Child remain home if the Child catches an infectious disease.

9. To safeguard the health of the Child, the Provider may suspend the service if they have more than one child in their charge and one of the children becomes ill due to a notifiable infectious disease. 10. The number of children under the Provider's care shall not exceed the limit set forth in Article 7 of the *Registration and Management Regulations for Family Childcare Services Agencies*.	
IX. Client responsibilities 1. The Client shall duly notify the Provider of the Child's medical, genetical, or special conditions and allergies, including allergies to food and medication (see Childcare Client Health Evaluation Form). The Provider is not liable for consequences resulting from the Client's failure to do so. 2. The Client shall give the Provider clear instructions as to the Child's physiological and mental health and shall provide the corresponding medication and equipment (with instructions of use included). The Client shall be solely liable for any harm caused to the Child due to the Client's failure to do so. 3. The Client shall be responsible for getting the Child vaccinated or taking the Child to the clinic. In case of an emergency, the Provider may, with the Client's consent, perform the aforementioned duties on the Client's behalf, with the associated transportation costs and healthcare bills borne by the Client. During the period of service, the Client shall entrust the Child's Children Health Handbook with the Provider. 4. After each visit of outpatient clinic, the Client shall duly notify the Provider of post-care instructions. In the event that the Provider takes the Child to a doctor's visit, the Provider shall duly notify the Client of post-care instructions. 5. The Client shall read and sign on the daily service record prepared by the Provider in order to keep track of the conditions of the Child. 6. The Client's relationship to the Child is _____, and the Client hereby certify that they have parental rights to or guardianship over the Child. Should there be a change in the Client's relationship to the Child, the Provider shall be notified immediately. 7. The Client may not disclose the Provider's personal information to unrelated third parties. 8. The Client shall provide the Provider with powdered milk, diapers, and other daily supplies (including _____) or negotiate with the Provider to handle the supplies in another manner. 9. The Client shall give the Provider prior notice before requesting a suspension. 10. The Client shall request a suspension of the Service should the Child contract a statutory infectious disease.	1. Parents must duly notify the Provider of the Child's medical conditions and needs so as to facilitate the Provider's services, prevent harm to the Child, and minimize the possibility of disputes. 2. Diseases not listed in the Agreement may be indicated in the appropriate fields. 3. The Client shall certify their relationship to the Child.
X. Termination and extension of the Agreement 1. Either party may unilaterally terminate this Agreement if the other party commits a major breach of contract or a major default attributable to the said party. 2. Either party may unilaterally terminate this Agreement if the other party fails to make the necessary improvements by the given deadline after an improvement notice following a non-major breach.	Matters related to refunds shall be subject to the refund standards set forth by the competent city/county government.

3. This Agreement may be terminated due to circumstances unattributable to either party hereto following a fruitless mediation by the competent city/county authority (or a professional mediation organization commissioned by such an authority) in the administrative region where the Provider's registered address is located 4. Upon termination of this Agreement, the Provider shall return all remaining supplies provided by the Client. 5. Upon termination of this Agreement, the Provider shall issue a refund for services not rendered if the termination is attributed to the Provider. 6. The Provider shall issue a prorated refund for terminating the Agreement within the probationary period. Either party may terminate this Agreement after the probationary period by providing a one-month notice, except in the event that the other party commits a breach of contract. The Client may not request a refund for terminating this Agreement without a prior one-month notice when the Provider has no fault.	
XI. Dispute resolution and management 1. Both parties hereto agree to resolve any dispute arising from this Agreement in good faith. The Client may request mediation convened by the competent city/county authority (or a professional mediation organization commissioned by such an authority) in the administrative region where the Provider's registered address is located. 2. Should either party request mediation with the competent township (or city/district) office, the other party must collaborate in the proceedings.	
XII. Jurisdiction Both parties agree to have the Taiwan _____ District Court serve as the court of first instance for any litigation arising from this Agreement. However, the regulations for small-claims proceedings set forth in the *Code of Civil Procedure* shall still apply.	1. According to Article 24 of the *Code of Civil Procedure*, the parties may, by agreement, designate a court of first instance to exercise jurisdiction. However, the jurisdiction of small claims proceedings may not be changed. 2. Small claims proceedings apply to claims with a monetary value of no greater than NT$100,000. Summary proceedings shall apply to claims with a monetary value of no greater than NT$500,000. Both types of proceedings shall have the same binding force as regular proceedings.
XIII. Supplementary provisions 1. 2. 3.	The two parties hereto may make amendments to the preceding articles directly or include additional provisions under this Article to address the actual conditions of the Service.
XIV. This Agreement shall be executed in duplicate, with the parties hereto each retaining one original copy.	

Client: (National ID:) **Household registration** address: **Mailing address:** Tel: Provider: (National ID:) **Household registration** address: **Mailing address:** Tel: Date:	1. The Signatories shall be the same as indicated in the main text of this Agreement. 2. After signing, a paging seal shall be applied to the edge of each page of the document to prevent tampering.

Childcare Client Health Evaluation Form

Name of the Child: _____ Nickname: _____ 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: _____

1. To ensure quality service and facilitate the Provider's performance of their duties, the Client is advised to provide the following information:
   Health conditions:
   (1) Allergies: ☐ No ☐ Yes: _____
   (2) Allergy type: ☐ Food: ☐ Medication:
   ☐ Animal: ☐ Pollen ☐ Dust mite ☐ 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) Instructions to Provider:
   (5) Dietary restrictions: ☐ No ☐ Yes:
   (6) History of surgery: ☐ No ☐ Yes, illness: _____; instructions to Provider: _____
   (7) Other health conditions:
2. Vaccinations: ☐ To be arranged by the parents ☐ Other:
3. Medical assistance: ☐ The Provider shall notify the parents, who will take the Child to a hospital.
   ☐ The Provider must notify the parents before taking the Child to a hospital even in the event of an emergency.
   ☐ Other
4. ☐ Designated hospital(s):
   (1) _____ Address: _____ Tel: _____
   Attending physician:
   (2) _____ Address: _____ Tel: _____
   Attending physician:
   (3) _____ Address: _____ Tel: _____
   Attending physician:

☐ Unspecified

5. The Client must duly inform the Provider of the Child's pre-existing conditions (if any) and provide instructions in the event of an emergency. The Provider is not liable for any acute illnesses or other illnesses, accidents, or circumstances not attributable to the Provider themselves.
6. Additional instructions to Provider:

Signatures of the parents:

Date:

1. The Founder shall not be an employee or consultant of the Company, grantee, or other people knowing Mr. Hitzik.

2. The Founder shall keep Mr. Hitzik informed on the Company's business and financial matters and provide Mr. Hitzik the Founder Stock Share ownership information on a timely basis, and a reasonable access to the Founder's property, books and records, as requested by Mr. Hitzik.