

〈附件二〉提案簡報

(請於競賽網站下載提案簡報格式)

註：

- (1) 檔案格式限 PDF，限10MB 以內，尺寸16：9。
- (2) 簡報設計模板不限於使用執行單位提供之樣板，惟內容架構及呈現順序請勿更動，並於簡報封面標示出題企業名稱及參賽新創企業名稱。
- (3) 若參賽2道題目之新創企業，仍需交付2份檔案。
- (4) 參賽新創企業可另行提供 6 分鐘內解題方案之影片說明供審查委員酌參。
(以觀看連結方式放置於簡報內)。

〈附件三〉智慧財產權授權聲明書

智慧財產權授權聲明書

_____(參賽新創企業)參與《2024綠色科技新創競賽》(以下簡稱本競賽)，茲同意就下列智慧財產權及比賽相關肖像權，授權予出題企業、主辦及執行單位利用，內容如下：

1. 參賽提案之著作權或專利權等智慧財產權權益，歸屬於提出該參賽提案之參賽新創擁有。本競賽主辦單位及執行單位鼓勵出題企業與參賽新創企業進行不限於任何形式之後續合作，參賽新創擁有自行運用其參賽提案於公開展示、重製、**改作、印製及商品開發販售及再授權他人等權利。**
2. 參賽新創同意無償授權主辦單位及執行單位得就其提出之參賽提案，於任何本競賽之宣傳網站、文宣、報導等相關公開版面上使用，且得以不限地區、無償、永久且不可撤銷、公開之形式使用。參賽新創企業亦同意授權主辦單位及執行單位得以各種合法正當播映管道、印刷方式、現有及日後發明之方式或媒介呈現內容之全部或部分(包括但不限於以重製、改作、修飾、公開展示、公開傳輸、公開播送等方式使用參賽提案)，並可公開發表，且無須再通知或經參賽新創企業審核同意。
3. 參賽新創企業同意無償授權主辦單位及執行單位，得以各種合法正當播映管道、印刷方式、現有及日後發明之方式或媒介呈現參賽提案內容之全部或部分(包括但不限於重製、改作、修飾、公開展示、公開傳輸、公開播送等方式使用參賽提案)，並可公開發表，且無須再通知或經參賽新創企業審核同意。
4. 參賽新創企業同意授權主辦單位及執行單位，以及主辦單位及執行單位指定執行本競賽之業務人員於競賽期間**安排攝影、錄影**，並得基於競賽宣傳用途之目的重製、編輯、公開展示、公開播送、公開傳輸等利用該攝影著作及視聽著作中參賽新創企業與其團隊人員之肖像及聲音，參賽新創企業與其團隊人員同意不對主辦單位、執行單位及其合法再授權之對象主張人格權。
5. 參賽新創企業擔保授權之標的，並未侵害第三人之著作權或其他權利。主辦單位或執行單位若因利用授權標的涉及第三人之著作權或其他權利致第三人向主辦單位或執行單位主張權利時，參賽新創企業應依據主辦單位或執行單位要求之方式出面協助解決，並應賠償主辦單位或執行單位因此所遭受之一切損害，

包括但不限於損害賠償費、律師費、訴訟費用、差旅費或和解金。

立同意書人：|

(公司大小章及代表人簽章)|

2024 年|_____|月|_____|日

〈附件四〉 保密同意書

保密同意書

茲緣於_____ (以下稱「接受方」) 參與《2024綠色科技新創競賽》(以下稱「本競賽」)，於本競賽期間有知悉或可得知悉或持有之機密資訊，為保持其秘密性，接受方同意恪遵本保密同意書(以下稱「本同意書」)下列各項規定，若有違反，機密資訊所有人(包括參賽新創企業及出題企業，以下稱「揭露方」)得向接受方請求因此所受之損害及追究接受方洩密之刑責，如因而致第三人受有損害者，接受方亦應負賠償責任：

第一條 本同意書所稱「機密資訊」係指基於參與本競賽之目的，揭露方告知或提供接受方之商業上、技術上未公開之資訊，惟該資訊以書面方式揭露時應已標明「機密」、「限閱」或類似用語，或以口頭方式揭露時應於五日內以書面指明其屬機密資訊。

第二條 下列資訊不屬於本同意書所指機密資訊之範疇：

- (一) 接受方於本同意書簽署前業已知悉或取得之資訊；
- (二) 於揭露後已為公眾所知悉，或非因可歸責接受方之事由而致公開之資訊；
- (三) 接受方自第三方合法知悉或取得之資訊；及
- (四) 由接受方獨立開發獲致之資訊。

第三條 接受方對於機密資訊應嚴守保密之義務，非經揭露方事前書面同意，不得以任何方式使第三人知悉或持有任何機密資訊，且不得於本競賽目的以外為自己或第三人之利益利用機密資訊。

第四條 為參與本競賽之目的，接受方得將機密資料揭露予其代表人、董事、經理人、代理人、受僱人或顧問等必要知悉之人(以下稱「必要人員」)，惟接受方應確保其必要人員就揭露方之機密資訊負與本同意書相同之保密義務，且其必要人員之保密義務不因離職、與接受方間之法律關係終止或停止參與本競賽而失其效力。

第五條 接受方得依法院或政府機關之命令提交機密資訊，惟其應立即通知揭露方並採取必要之保護措施。

第六條 本同意書自底頁所載日起生效，且於本競賽結束或中止辦理後，接受方於本同意書下之保密責任仍應有效存續。

第七條 本同意書以中華民國法律為準據法。因本同意書所生或與本同意書相關之任

何爭議，接受方同意以臺灣臺北地方法院為第一審管轄法院。

第八條 本同意書一式貳份，接受方及執行單位各執存一份。

(請填寫以下資訊並用印公司大小章)

接受方：|

統一編號：|

代表人：|

地址：|

2024 年 | 月 | 日

〈附件五〉個人資料提供同意書

經濟部中小及新創企業署、台北市電腦商業同業公會 蒐集個人資料告知事項暨個人資料提供同意書

您好，

感謝參與由經濟部中小及新創企業署(以下簡稱本署)因「企業新創共創發展計畫」及「亞灣新創鏈結發展計畫」(以下簡稱本計畫)委託台北市電腦商業同業公會(以下簡稱執行單位)辦理之活動。因應個人資料保護法及相關個人資料保護規定，在向您蒐集個人資料之前，依法告知下列事項，當您勾選「我同意」，表示已閱讀、瞭解並同意接受本同意書之所有內容：

1. 蒐集目的及類別：為提供本署或執行單位辦理內部作業管理、通知聯繫、訊息發布、問卷調查、相關統計分析之蒐集目的，而須獲取您下列個人資料類別：單位名稱、姓名、身分證字號、職稱、電話 / 分機、Email、聯繫(公司)地址、肖像(包含照片及動態影像)。
2. 個人資料利用之期間、地區、對象及方式：除涉及國際業務或活動外，將提供本署或執行單位於中華民國領域，於上述蒐集目的之必要合理範圍內加以利用至前述蒐集目的消失為止。
3. 當事人權利行使：依據個人資料保護法第 3 條，您可向本署或執行單位請求查詢或閱覽、製給複製本、補充或更正、停止蒐集 / 處理 / 利用或刪除您的個人資料。
4. 不提供個人資料之權益影響：如您不提供或未提供正確之個人資料，或要求停止蒐集 / 處理 / 利用 / 刪除個人資料、服務訊息的取消訂閱，本署或執行單位將無法為您提供蒐集目的之相關服務。
5. 各項通知服務、相關訊息之停止寄送，可透過訊息內容提供之取消訂閱連結通知。您可於上班時間聯繫計畫執行單位之服務窗口(電話：(02)2577-4249#546、hello@startupterrace.tw)，就違反本個資聲明事項之行為進行反映。

個人資料之同意提供

1. 本人確已閱讀並瞭解上述告知事項符合個人資料保護法及相關法規之要求，並勾選「我同意」授權經濟部中小及新創企業署於所列目的之必要合理範圍內，蒐集、處理及利用本人之個人資料，及將此同意書提供予經濟部中小及新創企業署留存及日後查證使用。 我同意 我不同意
2. 本人確已閱讀並瞭解上述告知事項符合個人資料保護法及相關法規之要求，並勾選「我同意」授權台北市電腦商業同業公會於所列目的之必要合理範圍內，蒐集、處理及利用本人之個人資料，及將此同意書提供予台北市電腦商業同業公會留存及日後查證使用。
我同意 我不同意

立同意書人(線上填報之參賽新創企業成員簽名)：

2024 年 | 月 | 日

參賽企業若任一企業成員屬經濟部
中小及新創企業署之公職人員或關
係人者，應填具【附件六】公職人
員及關係人身分關係揭露表。

〈附件六〉公職人員及關係人身分關係揭露表

公職人員利益衝突迴避法第14條第2項 公職人員及關係人身分關係揭露表

【A.事前揭露】：本表由公職人員或關係人填寫

(公職人員或其關係人與公職人員服務之機關團體或受其監督之機關團體為補助或交易行為前，應主動於申請或投標文件內據實表明其身分關係)

※交易或補助對象屬公職人員或關係人者，請填寫此表。非屬公職人員或關係人者，免填此表。

表1：

參與交易或補助案件名稱：	案號：	(無案號者免填)
本案補助或交易對象係公職人員或其關係人：		
<input type="checkbox"/> 公職人員(勾選此項者，無需填寫表2)		
姓名：	服務機關團體：	職稱：
<input type="checkbox"/> 公職人員之關係人(勾選此項者，請繼續填寫表2)		

表2：

公職人員：	姓名：	服務機關團體：	職稱：
關係人(屬自然人者)：	姓名		
關係人(屬營利事業、非營利之法人或非法人團體)：	名稱	統一編號	代表人或管理人姓名
關係人與公職人員間係第3條第1項各款之關係			
<input type="checkbox"/> 第1款	公職人員之配偶或共同生活之家屬		
<input type="checkbox"/> 第2款	公職人員之二親等以內親屬	稱謂：	
<input type="checkbox"/> 第3款	公職人員或其配偶信託財產之受託人	受託人名稱：	
<input type="checkbox"/> 第4款 (請填寫abc欄位)	a.請勾選關係人係屬下列何者： <input type="checkbox"/> 營利事業 <input type="checkbox"/> 非營利法人 <input type="checkbox"/> 非法人團體	b.請勾選係以下何者擔任職務： <input type="checkbox"/> 公職人員本人 <input type="checkbox"/> 公職人員之配偶或共同生活之家屬。姓名： <input type="checkbox"/> 公職人員二親等以內親屬。親屬稱謂：(填寫親屬稱謂例如：兒媳、女婿、兄嫂、弟媳、連襟、妯娌) 姓名：	c.請勾選擔任職務名稱： <input type="checkbox"/> 負責人 <input type="checkbox"/> 董事 <input type="checkbox"/> 獨立董事 <input type="checkbox"/> 監察人 <input type="checkbox"/> 經理人 <input type="checkbox"/> 相類似職務：
<input type="checkbox"/> 第5款	經公職人員進用之機要人員	機要人員之服務機關：	職稱：
<input type="checkbox"/> 第6款	各級民意代表之助理	助理之服務機關：	職稱：

填表人簽名或蓋章：

(填表人屬營利事業、非營利之法人或非法人團體者，請一併由該「事業法人團體」及「負責人」蓋章)

備註： |

填表日期：2024年 | 月 | 日

此致機關：經濟部中小及新創企業署

※公職人員及關係人身分關係揭露表-填表說明：

- 1.請先填寫表1，選擇補助或交易對象係公職人員或關係人。
- 2.補助或交易對象係公職人員者，無須填表2；補助或交易對象為公職人員之關係人者，則須填寫表2。
- 3.表2請填寫公職人員及關係人之基本資料，並選擇填寫關係人與公職人員間屬第3條第1項各款之關係。
- 4.有其他記載事項請填於備註。
- 5.請填寫參與交易或補助案件名稱，填表人即公職人員或關係人請於簽名欄位簽名或蓋章，並填寫填表日期。

※相關法條：

公職人員利益衝突迴避法

第2條

本法所稱公職人員，其範圍如下：

1. 總統、副總統。
2. 各級政府機關(構)、公營事業總、分支機構之首長、副首長、幕僚長、副幕僚長與該等職務之人。
3. 政務人員。
4. 各級公立學校、軍警院校、矯正學校校長、副校長；其設有附屬機構者，該機構之首長、副首長。
5. 各級民意機關之民意代表。
6. 代表政府或公股出任其出資、捐助之私法人之董事、監察人與該等職務之人。
7. 公法人之董事、監察人、首長、執行長與該等職務之人。
8. 政府捐助之財團法人之董事長、執行長、秘書長與該等職務之人。
9. 法官、檢察官、戰時軍法官、行政執行官、司法事務官及檢察事務官。
10. 各級軍事機關(構)及部隊上校編階以上之主官、副主官。
11. 其他各級政府機關(構)、公營事業機構、各級公立學校、軍警院校、矯正學校及附屬機構辦理工務、建築管理、城鄉計畫、政風、會計、審計、採購業務之主管人員。
12. 其他職務性質特殊，經行政院會同主管府、院核定適用本法之人員。
13. 依法代理執行前項公職人員職務之人員，於執行該職務期間亦屬本法之公職人員。

第3條

本法所定公職人員之關係人，其範圍如下：

1. 公職人員之配偶或共同生活之家屬。
2. 公職人員之二親等以內親屬。
3. 公職人員或其配偶信託財產之受託人。但依法辦理強制信託時，不在此限。
4. 公職人員、第一款與第二款所列人員擔任負責人、董事、獨立董事、監察人、經理人或相類似職務之營利事業、非營利之法人及非法人團體。但屬政府或公股指派、遴聘代表或由政府聘任者，不包括之。
5. 經公職人員進用之機要人員。
6. 各級民意代表之助理。

前項第六款所稱之助理指各級民意代表之公費助理、其加入助理工會之助理及其他受其指揮監督之助理。

第14條

公職人員或其關係人，不得與公職人員服務或受其監督之機關團體為補助、買賣、租賃、承攬或其他具有對價之交易行為。但有下列情形之一者，不在此限：

1. 依政府採購法以公告程序或同法第一百零五條辦理之採購。
2. 依法令規定經由公平競爭方式，以公告程序辦理之採購、標售、標租或招標設定用益物權。
3. 基於法定身分依法令規定申請之補助；或對公職人員之關係人依法令規定以公開公平方式辦理之補助，或禁止其補助反不利於公共利益且經補助法令主管機關核定同意之補助。
4. 交易標的為公職人員服務或受其監督之機關團體所提供，並以公定價格交易。
5. 公營事業機構執行國家建設、公共政策或為公益用途申請承租、承購、委託經營、改良利用國有非公用不動產。
6. 一定金額以下之補助及交易。

公職人員或其關係人與公職人員服務之機關團體或受其監督之機關團體為前項但書第一款至第三款補助或交易行為前，應主動於申請或投標文件內據實表明其身分關係；於補助或交易行為成立後，該機關團體應連同其身分關係主動公開之。但屬前項但書第三款基於法定身分依法令規定申請之補助者，不在此限。

前項公開應利用電信網路或其他方式供公眾線上查詢。

第一項但書第六款之一定金額，由行政院會同監察院定之。

第18條

違反第十四條第一項規定者，依下列規定處罰：

1. 交易或補助金額未達新臺幣十萬元者，處新臺幣一萬元以上五萬元以下罰鍰。
2. 交易或補助金額新臺幣十萬元以上未達一百萬元者，處新臺幣六萬元以上五十萬元以下罰鍰。
3. 交易或補助金額新臺幣一百萬元以上未達一千萬元者，處新臺幣六十萬元以上五百萬元以下罰鍰。
4. 交易或補助金額新臺幣一千萬元以上者，處新臺幣六百萬元以上該交易金額以下罰鍰。

前項交易金額依契約所明定或可得確定之價格定之。但結算後之金額高於該價格者，依結算金額。

違反第十四條第二項規定者，處新臺幣五萬元以上五十萬元以下罰鍰，並得按次處罰。

Attachment 2: Proposal Presentation

(Please download the proposal presentation format from the Greentech Startup Challenge website)

Note:

- (1) File format is limited to be PDF (under 10MB); screen ratio must be 16:9.
- (2) Presentations are not limited to the template provided by the implementer. However, the presentation structure and order must not be altered. Indicating the name of the topic-proposing company and the name of the participating startup on the cover slide.
- (3) If the startup is addressing two topics, two separate files must be submitted.
- (4) Participating startups may also provide a 6-minute or less video presentation of the solution for evaluation committee members' consideration. (The video link must be included in the presentation).

Attachment 3: Intellectual Property Rights Authorization and Declaration Form

Intellectual Property Rights Authorization and Declaration Form

_____ (Participating Startup), in participating in the 2024 Greentech Startup Challenge Competition (below, the “competition”), hereby agrees to grant authorization to the topic-proposing companies, organizer, and implementer to utilize the following intellectual property rights and related image rights in relation to the competition:

1. The copyright, patent rights, and other intellectual property rights to the participation proposals belong to the participating startup that submitted the proposal. The competition organizer and implementer encourage subsequent collaboration between the topic-proposing companies and participating startups in any form. Each participating startup has the right to use its proposal(s) for public display, reproduction, adaptation, printing, product development, sales, and sublicensing to others.
2. The participating startup agrees to authorize the organizer and implementer to use, without charge, the participating proposal submitted by said startup in/on any promotional websites, promotional materials, reports, and other related public platforms. The organizer and implementer may also use such proposals in an unlimited, permanent, irrevocable, and public manner, at no charge.
3. The participating startup also agrees to authorize the organizer and implementer to present the content, in whole or in part, through any legal, legitimate broadcasting channels, printing methods, existing and future invention methods or media (including, but not limited to, reproduction, adaptation, modification, public display, public transmission, public broadcasting, etc.), as well as publicly disclose and publish with no further notice given nor additional consent gained from the participating startups.
4. The participating startup agrees to authorize the organizer and implementer, as well as the organizer’s and implementer’s personnel designated to execute competition tasks to arrange for photography and filming during the course of the competition. They may also reproduce, edit, publicly display, publicly broadcast, publicly transmit, and use portrayals of the participating startup and its team members’ images and voices appeared in said photographic works and audio-visual works for promotional purposes. The participating startup and its team members agree not to assert personality rights against the organizer, implementer, or any legally reauthorized third parties.
5. The participating startup guarantees that the subject matter so authorized does not infringe upon the copyright or other rights of third parties. If the organizer or implementer are claimed against by third parties due to use of the authorized subject matter involving the copyright or other rights of third parties, the participating startup shall assist in resolving the matter as required by the organizer/implementer. The participating startup shall also compensate the organizer/implementer for any damages incurred as a result, including but not limited to compensation fees, legal fees, litigation expenses, travel expenses, and settlement fees.

Consenting party: |
(Company major and minor seals and representative's signature) |

2024 (Year)/_____(Month)/_____(Day)

Attachment 4: Confidentiality Consent Form

Confidentiality Consent Form

Whereas _____ (below, the “Recipient”) is participating in the 2024 Greentech Startup Challenge Competition (below, the “competition”), and during the term of the competition, may have access to or possess confidential information, in order to maintain the confidentiality of such information, the Recipient agrees to abide by the provisions of this Confidentiality Consent Form (below, the “Consent Form”). In the event of a breach, the owners of the confidential information (including participating startups and topic-proposing companies; below, the “Disclosing Parties”) may request damages from the Recipient and pursue legal action against the Recipient for breach of confidentiality. If any third party suffers damages as a result, the Recipient shall also be liable for compensation.

Article1 : The term “Confidential Information” referred to in this Consent Form shall mean commercially or technically non-public information disclosed by the Disclosing Party to the Recipient for the purpose of participating in the competition. However, such information shall be labeled as “Confidential”, “Restricted”, or similar language when disclosed in writing, or if disclosed orally, shall be specified in writing within five days to be Confidential Information.

Article2 : The following information does not fall within the scope of Confidential Information as referred to in this Consent Form:

- (1) Information known or obtained by the Recipient before signing this Consent Form;
- (2) Information that becomes publicly known after disclosure, or information that is disclosed not due to any causes attributable to the Recipient;
- (3) Information lawfully known or obtained by the Recipient from a third party;
- (4) Information independently developed by the Recipient.

Article3 : The Recipient has a strict obligation to maintain the confidentiality of the Confidential Information. Without prior written consent from the Disclosing Party, the Recipient shall not in any way disclose or provide any Confidential Information to any third party, and shall not use the Confidential Information for its own benefit or the benefit of any third party, except for competition purposes.

Article4 : For purposes of participating in the competition, the Recipient may disclose Confidential Information to its representatives, directors, managers, agents, employees, and consultants who need to know such information (below, “Necessary Personnel”). However, the Recipient shall ensure that its Necessary Personnel have the same confidentiality obligation stipulated in this Consent Form toward the Disclosing Party’s Confidential Information. The confidentiality obligations of the Necessary Personnel shall remain effective even after their resignation, termination of legal relationship with the Recipient, or cessation of competition participation.

Article5 : The Recipient may disclose Confidential Information in accordance with a court or government agency order; however, the Recipient shall immediately notify the Disclosing Party and take necessary protective measures.

Article6 : This Consent Form shall become effective from the date stated at the bottom of the page; it shall remain valid even after the conclusion or cessation of the competition, and the Recipient’s confidentiality obligations under this Consent Form shall remain in force.

Article7 : This Consent Form shall be governed by the laws of the Republic of China (Taiwan). With

any disputes arising from or related to this Consent Form, the Recipient agrees that they shall be subject to the jurisdiction of the Taiwan Taipei District Court as the court of first instance.

Article 8 : This Consent Form shall be executed in duplicate, with one copy held by the Recipient and one copy held by the implementer.

(Fill in the following information and affix the company's major and minor seals)

Recipient: |
Unified Business Number: |
Representative: |
Address: |

2024 (Year)/_____(Month)/_____(Day)

Attachment 5: Personal Information Provision Consent Form

Small and Medium Enterprise and Startup Administration (SMESA) and Taipei Computer Association (TCA)

Notice and Consent Form for Collection of Personal Information

Greetings,

Thank you for participating in this activity organized by Small and Medium Enterprise and Startup Administration (SMESA), Ministry of Economic Affairs under the Project of Development for Corporate Startup Engagement and the Project of facilitating startup growth in Startup Terrace Kaohsiung (below, the “Project”), entrusted to Taipei Computer Association (below, the “implementer”). In compliance with the Personal Data Protection Act and other regulations related to personal data protection, we are informing you of the following before collecting your personal data. By checking “I agree”, you indicate that you have read, understood, and agreed to the entirety of this consent form:

1. Purpose and Categories of Collection: In order to provide for the SMESA’s/implementer’s internal operational management, notifications/contacts, message dissemination, questionnaires/surveys, and related statistical analysis, the following categories of your personal data must be collected: Organization name; full personal name; ID number; job title; telephone/extension; email address; contact (company) address; and images (including photos and dynamic images).
2. Duration, Region, Recipients, and Methods of Personal Data Utilization: Except for international business or activities, the personal data provided will be utilized by the SMESA or implementer within the territory of the Republic of China (Taiwan), in a necessary and reasonable scope for the aforementioned purposes until the expiration of the collection purposes mentioned above.
3. Exercise of Individual Rights: In accordance with Article 3 of the Personal Data Protection Act, you may make a request with the SMESA or implementer to inquire/review, provide copies of, supplement/correct, cease collection/processing/utilization of, or delete your personal data.
4. Impact of Not Providing Personal Data: If you do not provide personal data, provide incorrect personal data, request cessation of collection/processing/utilization or deletion of personal data, or unsubscribe from service messages, the SMESA or implementer will be unable to provide you with services related to the collection purposes.
5. To stop notification services and related messages, use the unsubscribe link provided in delivered messages. During office hours, you can reach the project implementing organization’s contact personnel (phone (02) 2577-4249 #546, hello@startupterrace.tw) to report any violations of this personal data statement.

Consent to Provide Personal Data

1. I hereby confirm that I have read and understood the above notifications that comply with the requirements of the Personal Data Protection Act and related regulations. I hereby check “I agree” to authorize Small and Medium Enterprise and Startup Administration (SMESA), Ministry of Economic Affairs to collect, process, and utilize my personal data within the necessary and reasonable scope for the purposes listed, and to provide this consent form to the SMESA for retention and future verification purposes. I agree I do not agree
2. I hereby confirm that I have read and understood the above notifications that comply with

the requirements of the Personal Data Protection Act and related regulations. I hereby check “I agree” to authorize Taipei Computer Association (“TCA”) to collect, process, and utilize my personal data within the necessary and reasonable scope for the purposes listed, and to provide this consent form to the TCA for retention and future verification purposes.

I agree **I do not agree**

Consenting party (Signature of participating startup member who filled out the form online):

2024 (Year)/_____(Month)/_____(Day)

If any member of the participating company is a public servant or related person of Small and Medium Enterprise and Startup Administration, Ministry of Economic Affairs, they must fill out Attachment 6: Disclosure Form for Public Servants and Related Persons.

Attachment 6: Disclosure Form for Public Servants and Related Persons

Act on Recusal of Public Servants Due to Conflicts of Interest, Article 14, Paragraph 2

Disclosure Form for Public Servants and Related Persons

A. Prior Disclosure: This form is to be filled out by public servants and related persons.

(From the Act: “The public servant or [their] related person and the organ with which the public servant serves or the organs under [their] supervision shall disclose their identity or relationship in the application forms or tender submissions voluntarily, before rendering the subsidy or [transactions]”.)

NB: If the transaction or subsidy recipient is a public servant or related person, fill out this form. If not, this form is not required.

Section 1:

Name of Transaction or Subsidy:	Case Number: (Not applicable if there is no case number)
The recipient of this subsidy or transaction is a public servant or related person:	
<input type="checkbox"/> Public Servant (if selected, Form 2 need not be filled out)	
Name: Organization: Title:	
<input type="checkbox"/> Person Related to Public Servant (if selected, continue filling out Form 2)	

Section 2:

Public Servant:			
Full Name: Organization: Title:			
Related Person (a natural person): Full Name			
Related Person (a profit-seeking enterprise, non-profit-seeking juristic person, or non-juristic entity):			
Name		Company registration code	
Full Name of Representative or Administrator			
	The relationship between the related person and the public servant falls under the relationships specified in the Act on Recusal of Public Servants Due to Conflicts of Interest, Article 3, Paragraph 1		
<input type="checkbox"/> Subsection 1	“The spouse of a public servant or the family members living together with the public servant.”		
<input type="checkbox"/> Subsection 2	“Relatives of the public servant by the second degree of kinship.”	Type of relationship:	
<input type="checkbox"/> Subsection 3	“Trustees of the trust property consigned by the public servant or [their] spouse.”	Name of trustee:	
<input type="checkbox"/> Subsection 4 (Fill in fields a, b, and c)	a. Check which of the following the related person is:	b. Check which of the following holds the position: <input type="checkbox"/> The public servant himself or herself.	c. Check the position title: <input type="checkbox"/> CEO <input type="checkbox"/> Director

	<input type="checkbox"/> Profit-seeking enterprise <input type="checkbox"/> Non-profit-seeking juristic person <input type="checkbox"/> Non-juristic entity	<input type="checkbox"/> The spouse of a public servant or the family members living together with the public servant. Name: <input type="checkbox"/> Relative of the public servant by the second degree of kinship. Type of relationship: (Fill in type of relationship, e.g., daughter-in-law, son-in-law, sister-in-law, brother-in-law, etc.) Full Name:	<input type="checkbox"/> Independent director <input type="checkbox"/> Supervisor <input type="checkbox"/> Manager <input type="checkbox"/> Equivalent position:
<input type="checkbox"/> Subsection 5	“Key confidential persons recruited from public servants”	Key confidential person’s organization: Title:	
<input type="checkbox"/> Subsection 6	“[Assistants] of elected representatives of democratic bodies and works at all levels”	Assistant’s organization: Title:	

Signature or seal of person filling out this form: |

(If the person filling out the form belongs to a profit-seeking enterprise, non-profit-seeking juristic person, or non-juristic entity, then the Business Entity and the Responsible Person must affix their seals.)

Remarks: |

Date: 2024 (Year)/|(Month)/|(Day)

Submitted to: Small and Medium Enterprise and Startup Administration, Ministry of Economic Affairs

NB: Instructions for completing the Disclosure Form for Public Servants and Related Persons:

1. Start by filling out Section 1. Indicating whether the subsidy or transaction involves a public servant or related person.
2. If the subsidy or transaction involves a public servant, Section 2 need not be filled out; however, if the subsidy or transaction involves a public servant’s related person, Section 2 must be completed.
3. In Section 2, provide the basic information of public servant and related person. Select the relationship between the related person and the public servant, as described in the Act on Recusal of Public Servants Due to Conflicts of Interest, Article 3, Paragraph 1.
4. If there are any additional remarks, add them in the designated section.
5. Fill in the Name of Transaction or Subsidy. The public servant or related person filling out the form must sign or affix his or her seal in the signature field and indicate the date of completion.

NB: Related regulations:

Act on Recusal of Public Servants Due to Conflicts of Interest

Article 2

The term “Public Servant” referred to in this Act means the following persons:

1. President and Vice President of the R.O.C.;
2. Heads, deputy heads, chiefs of staff, deputy chiefs of staff, and equivalents of the government agencies (entities) at all levels as well as headquarters and branches of the state-owned enterprises;
3. Administrative officers;
4. Presidents and vice presidents of public schools, military and police academies/schools, and reformatory schools, and heads and deputy heads of entities affiliated with them, if any;
5. Elected representatives of democratic bodies and works at all levels;
6. Directors, supervisors and equivalents representing the government or the state-owned shares in private juristic entities;
7. Directors, supervisors, heads, CEOs and equivalents of public juristic entities;
8. Chairmen of the board, CEOs, secretary-general and equivalents of the juristic entities donated by governments;
9. Judges, prosecutors, war-time military judges, enforcement officers, judicial associate officers, and prosecutor investigators;
10. Chief officers and deputy chief officers above the rank of colonel in the military agencies (entities) at all levels;
11. Chief officers in charge of public works, civil engineering management, urban planning, ethics, accounting, audit and procurement of governments and agencies (entities) at all levels, state-owned entities, public schools, military/police academies/schools, reformatory schools and affiliated entities thereof at all levels;
12. Other personnel authorized by the Executive Yuan together with the competent governments/ministries to apply the Acts due to the special nature of their functions.

The persons who perform functions on behalf of the public servants referred to in the preceding paragraph pursuant to laws shall be identified as the public servants defined herein when they perform said functions.

Article 3

The term “related persons of a public servant” referred to in the Act is hereby defined as follows:

1. The spouse of a public servant or the family members living together with the public servant.
2. Relatives of the public servant by the second degree of kinship.
3. Trustees of the trust property consigned by the public servant or [their] spouse, unless it refers to the compulsory trust required by laws.
4. Any profit-seeking enterprise, non-profit-seeking juristic person and non-juristic entity in which the public servant and the persons specified in above subparagraph 1 and 2 hold the post as CEO, director, independent director, supervisor, manager or equivalents, unless they are the representatives appointed or selected by the government entities or state-owned shareholders or retained by the government entities.
5. Key confidential persons recruited from public servants.
6. [Assistants] of elected representatives of democratic bodies and works at all levels.

The assistants referred to in the preceding subparagraph 6 mean the state-financed assistants of elected representatives of democratic bodies and works at all levels, or their

assistants enrolled into the assistant association and other assistants under supervision by them.

Article 14

A public servant and [their] related persons shall not conduct transactions such as subsidizing, selling, leasing, contracting, or other transactions conducted with consideration with the organ with which the public servant serves or the organs under [their] supervision, unless in any one of the following circumstances:

1. The procurement carried out by public notice under the Government Procurement Act or pursuant to Article 105 of the same Act;
2. The property right in interest created for the procurement, sale by tender, lease by tender or tender solicitation carried out by public notice in a fair competitive manner pursuant to laws;
3. Subsidy requested in the legal capacity under laws; the subsidy to the public servant's related person in an open and fair manner pursuant to laws, or the subsidy which might be against the public interest if it is prohibited and is granted subject to the competent authority's approval;
4. The subject matter of the transaction is provided by the organ with which the public servant serves or the organs under [their] supervision, and traded at the official price;
5. The lease, acquisition, discretionary management, improvement and utilization of national non-public real estate requested by the state-owned enterprise in order to execute the national construction projects or public policies, or for the purpose of public welfare;
6. The subsidy and transaction under the specific amount.

The public servant or [their] related person and the organ with which the public servant serves or the organs under [their] supervision shall disclose their identity or relationship in the application forms or tender submissions voluntarily, before rendering the subsidy or engaging in the service referred to in the subparagraphs 1–3 of the preceding Paragraph. Upon rendering the subsidy or engaging in the service, the organ (organization) shall disclose [their] identity and relationship altogether voluntarily, unless the subsidy is requested in the legal capacity pursuant to laws as referred to in the subparagraph 3 of the preceding Article.

The disclosure referred to in the preceding paragraph shall be accessible by the public online or in any other manner.

The specific amount referred to in the subparagraph 6 of Paragraph 1 shall be determined by the Executive Yuan together with the Control Yuan.

Article 18

Those in violation of Paragraph 1 of Article 14 herein shall be punished in the following manners:

1. For the transaction amount not more than [NT\$]100 thousand, a penalty between [NT\$]10 thousand and 50 thousand shall be imposed.
2. For the transaction amount more than [NT\$]100 thousand but not more than 1 million, a penalty between [NT\$]60 thousand and 500 thousand shall be imposed.
3. For the transaction amount more than [NT\$]1 million but not more than 10 million, a penalty between [NT\$]600 thousand and 5 million shall be imposed.
4. For the transaction amount more than [NT\$]10 million, a penalty between [NT\$]6 million and the amount of the transaction shall be imposed.

Said transaction amount is defined according to a contract or a verifiable price, provided that where the post-settlement amount is higher than the original amount, the settlement amount shall apply.

Those in violation of Paragraph 2 of Article 14 herein shall be imposed a penalty of between [NT\$]50 thousand to 500 thousand, and may be fined per violation.