**Article 17-1**

A dispatch-requiring entity shall not interview the dispatched worker or undertake any other conduct of appointing a specific dispatched worker before dispatching entity and a dispatched worker sign a labor contract.

If a dispatch-requiring entity violated the preceding paragraph and has received the service of the dispatched worker, the dispatched worker may, within 90 days since the first day that service was provided, express in writing his or her intention to establish a labor contract with the dispatch-requiring entity.

The dispatch-requiring entity shall negotiate with the dispatched worker about the establishment of labor contract within ten days since the first day of receiving the dispatched worker’s intention. If the negotiation has not taken place within ten days or the negotiation has failed, the labor contract shall be established between two parties since the day after the aforesaid ten days have expired. The contract shall contain labor conditions that were in effect during the period that dispatched worker actually worked for the dispatch-requiring entity.

When a dispatched worker expresses his/her intention in accordance with the Paragraph 2, the dispatching entity and the dispatch-requiring entity shall not terminate, demote, reduce wages of; or harm the rights and benefits under the law, contract or norm; or take any unfavorable measure against the dispatched worker.

It shall be invalid if the dispatching entity and the dispatch-requiring entity carry out any of the conduct in the preceding paragraph.

When a dispatched worker signs a labor contract with a dispatch-requiring entity according to Paragraphs 2 and 3, his/her labor contract with the dispatching entity is deemed to be terminated, and the dispatched worker is neither responsible for the minimum service period as required nor for refunding training expenses.

The dispatching entity in the preceding paragraph shall pay the dispatched worker retirement pension or severance pay in accordance with the payment criteria and duration set forth in the Act or the Labor Pension Act.

**Article 63**

Where a contractor's or subcontractor's work site is located within the scope of work site of the original business entity or is provided for by the same, the said original business entity shall supervise the contractor or subcontractor to provide their hired workers with such labor conditions as prescribed in applicable statutes and administrative regulations.

A business entity shall be jointly and severally liable with the contractor or subcontractor for the compensation of occupational accidents caused to workers hired by the contractor or subcontractor for having violated the provisions of the Occupational Safety and Health Act pertaining to obligations which the contractor or subcontractor are required to perform.

**Article 63-1**

When a dispatched worker working at dispatch-requiring entity incurs an occupational accident, the dispatch-requiring entity and the dispatching entity shall be jointly and severally liable for compensation that an employer shall bear in accordance with this Chapter.

If the dispatch-requiring entity or the dispatching entity has already paid for compensation in accordance with the provisions of the Labor Insurance Act or other applicable statutes and administrative regulations, it may claim deduction.

If the dispatch-requiring entity and the dispatching entity violating the provisions of the Act or the Occupational Safety and Health Act shall be jointly and severally liable for the compensation of occupational accidents caused to the dispatched worker.

The compensation paid by the dispatch-requiring entity or dispatching entity in accordance with the Act may be deducted from the payment of compensation for damages arising out of the same accident.

**Article 78**

Employers failing to pay severance pay or pensions in accordance with the criteria or timelines set forth in Article 17, Paragraph 7 of Article 17-1, and Article 55 shall be subject to fines between NT$300,000 and NT$1.5 million and shall be ordered to make the payment within a given period; failure to make payments shall be fined consecutively.

Employers violating Article 13, Paragraphs 1 and 4 of Article 17-1, Articles 26, 50 and 51 or Paragraph 2 of Article 56 shall be subject to fines between NT$90,000 and NT$450,000.