## Miaoli International Ceramics Award 2025 Call for Entries Guidelines

## I. Purpose

The Miaoli County Government aims to expand the creative horizons of ceramic art and foster international cultural exchange. Serving as a platform for ceramic creation and cultural dialogue, the Miaoli Ceramics Art Festival is now in its tenth edition. The curatorial theme of this year's festival is "Outside of Possible," which also serves as the conceptual core of the 2025 Miaoli International Ceramics Award (MICA 2025). This competition invites participants to reconsider the expressive possibilities of ceramics—challenging conventional understandings of the material and exploring new forms of expression. Through MICA 2025, we hope to create new opportunities for the development of contemporary ceramics in Taiwan and present a more open and diverse vision of ceramics, bridging tradition and future.

## II. Organizers

- 1. Guiding Organization: Hakka Affairs Council.
- 2. Organizer: Miaoli County Government.
- 3. Executive Organize: Cultural and Tourism Bureau, Miaoli County.
- 4. Sponsors: Miaoli County Hang-Jia Tea Ceremony Culture Foundation; Mr. Lin Kuang-Ming, Chairman of Concord Tile Company, Indonesia.

## III. Eligibility

- 1. Submissions are open to all, regardless of nationality or age. Participants are encouraged to respond to this year's curatorial theme from diverse perspectives.
- 2. The competition features two categories: Art and Functional Ware. Each participant may submit to only one category, with up to three works. All entries must be created by the participant after January 1, 2022.
- 3. All submissions will be reviewed for eligibility by the executive organizer. If a submission does not meet the requirements, the participant will be notified to make corrections. Corrections must be completed within three days of notification; failure to do so will result in disqualification.

## IV. Call for Entries

1. Entries are divided into two categories: "Arts" and "Functional Ware".

## (1) Arts Category

This category highlights the diversity of ceramic expression and the spirit of cross-disciplinary integration. Submissions may take the form of objects, sculptures, installations, video works, or other formats, allowing for material experimentation and interdisciplinary exploration that challenges the possibilities of ceramics in contemporary art contexts. We encourage the use of a variety of ceramic forms, techniques, and firing methods. Participants are free to combine multiple materials and modes of expression; however, ceramics must be the core medium or conceptual focus of the work, in line with the competition's emphasis on ceramic media.

## (2) Functional Ware Category

This category focuses on the continuation and contemporary interpretation of ceramics as functional everyday objects. Creators are encouraged to approach their work from a lifestyle perspective, considering the interaction between object and user, and addressing aspects such as material, function, form, tactility, and usage context. Entries may consist of single pieces or series, but must be functional and demonstrate a reimagined role of utilitarian ceramics within contemporary culture. While the choice of materials is not restricted, ceramics must be the primary medium, comprising at least 60% of the overall composition, in line with the competition's theme and emphasis on ceramic media.

2. For both categories, the combined dimensions (length + width + height) of each entry must not exceed 300 cm, including any base or accessories. The total weight must not exceed 100 kg, also including base and accessories, to ensure smooth handling during review and exhibition. Works that are editioned or mass-produced will not be considered distinct entries if they differ only by minor modifications or partial adjustments.

## V. Competition Procedure

The competition will be conducted in two stages: a preliminary review and a final review. No registration fee is required. Details are as follows:

### 1. Preliminary Review based on Images or Video

## (1) Registration Methods and Schedule

Participants may register either online or via paper-based registration. The registration period is open from now until **Friday**, **September 5**, **2025**. All entries must be submitted and uploaded through the system by the deadline. Paper-based applicants are required to provide accompanying digital images of their submissions.

## (2) Online Registration

- A. Participants must complete the registration form and entry description via the registration system, and upload images or videos of the submitted works along with a copy of their identification document. Before submitting, participants must read and agree to the Consent Form for the Use of Personal Data, the Disclosure Form for Public Servants and Related Persons, and the Affidavit, and confirm their agreement in the system to complete the submission.
- B. The online registration link will be announced soon on the official website of the Cultural and Tourism Bureau, Miaoli County.
- C. The deadline for online registration is 23:59 (GMT+8) on Friday, September 5, 2025. The official submission time will be based on the system's record of a successful upload. Late submissions will not be accepted under any circumstances.

## (3) Paper-based Registration

- A. Submit the completed registration form, entry description, and signed copies of the Consent Form for Use of Personal Data, Disclosure Form for Public Servants and Related Persons, and Affidavit.
- B. Store image files of the submitted works on a USB flash drive, and clearly label the drive with your name. File format must comply with the specifications outlined in the guidelines.

C. Place all printed materials and the USB flash drive together in an envelope, and either deliver in person or send by post to:

No. 50, Zizhi Road, Miaoli City, Miaoli County 360 (Cultural Resources Section, Cultural and Tourism Bureau, Miaoli County). Please clearly mark the envelope with:

"Registration for the 2025 Miaoli International Ceramics Award + [Participant's Name]"

D. All mailed and in-person submissions must arrive by 5:00 PM on Friday, September 5, 2025. Late submissions will not be accepted. Please note that postmarks will not be accepted as proof of timely submission.

### (4) Supplementary Submission Regulations

If additional materials are required following the review, the organizing unit will notify the participant to complete the submission within three days. Failure to provide the required materials by the deadline, or submission of materials that do not comply with the requirements, will result in disqualification. For any questions regarding the registration system, please contact the competition's designated liaison. Should the review process identify any deficiencies or omissions in the submitted materials, the organizing unit shall notify the participant to provide the necessary documents within three days. Failure to submit the required materials within the prescribed timeframe, or submission of materials that fail to meet the competition's stipulated requirements, shall result in disqualification. For any inquiries concerning the registration system, please contact the designated competition liaison.

#### (5) Image and Video Submission Guidelines

A. For static works, participants must provide five images of the entry taken from different angles. Backgrounds should be clean and compositions clear. Please ensure the images effectively represent the work. Each image file should be named using the title of the work.

- B. For entries in the Arts category, the five required images must include: one front view, one left view, one right view, one detail photo, and one photo of the artist with the work. For entries in the Functional Ware category, the required images must include: one front view, one left view, one right view, one detail photo, and one usage scenario photo.
- C. All image files must be in JPEG format, with a resolution of 300 dpi, and a file size no larger than 5 MB each.
- D. Video files must be in MP4 or MOV format. The recommended resolution is 1920×1080 (Full HD), and the minimum resolution is 1280×720 (HD). Each video should not exceed 10 minutes in length or 1 GB in file size. Additionally, three static images of the work are required.
- E. The author's name or any other identifying marks must not appear in any images, video contents, or file names. Violations will result in disqualification or rejection of the submission.
- F. If a video work advances to the final review stage, participants are required to provide their own playback device and display setup. Detailed playback instructions and operation guidelines must be submitted along with the entry. The organizer will not supply additional playback hardware or special installation equipment, nor will it be responsible for adjusting video formats or playback settings. To ensure playback quality and safety, participants should verify the stability of their device in advance and coordinate exhibition requirements with the organizer.

### (6) Announcement of Preliminary Review Results

A. The preliminary review results will be announced on Monday, September 15, 2025, on the official website of the Cultural and Tourism Bureau, Miaoli County, and the Miaoli Ceramics Museum's Facebook page. Selected participants will also be notified individually. If a selected participants does not receive notification within five days of the announcement, they are advised to check the results proactively and contact the organizer. Failure to initiate contact and complete the final submission will be considered a forfeiture of eligibility.

- 2. The final review will be conducted by evaluating the physical works.
  - (1) Submission Schedule
    - A. Works selected for the final review must be delivered to the designated location between September 16 and October 12, 2025, from 9:00 AM to 4:00 PM. Participants who fail to submit their works within the specified timeframe will be regarded as having forfeited their eligibility for the final review.
    - B. Participants may either deliver the works in person or entrust a third-party logistics provider to handle the delivery. If opting for third-party shipping, please ensure all international import/export procedures, customs declaration, clearance, payment, and related operations are completed in advance, and confirm that the works arrive safely by the specified deadline. Failure to meet the deadline due to incomplete procedures, missing documents, or other reasons will be regarded as forfeiture of final review eligibility. All related costs and expenses will be borne by the participant.
    - C. For in-person delivery, it is recommended to contact the designated receiving unit in advance to coordinate the delivery time, facilitating proper receipt and processing.
    - D. If the delivered works do not match correspond to the images submitted during the preliminary review, they will be considered non-compliant, and the organizer reserves the right to reject them.

#### (2) Transportation and Packaging

Please ensure that the submitted works are properly packaged using appropriate materials and securely placed inside a protective outer box (a wooden crate is recommended). A condition report, unpacking and assembly instructions, and display guidelines must be included. If the work is damaged during transportation due to inadequate packaging, the participant shall bear full responsibility. Additional relevant regulations will be announced separately.

### (3) Results Announcement and Award Ceremony

The final review results will be announced on the opening day of the exhibition, followed by an award ceremony during the opening event. The exhibition is scheduled to open in November 2025, and the exact date will be announced later.

#### 3. Return of Works

#### (1) Return of Non-Selected Works

- A. Upon receiving notification, participants must collect their works at the Miaoli Ceramics Museum within the designated time period. If the participant is unable to collect the works in person, a representative may do so on their behalf by presenting a signed letter of authorization along with valid identification.
- B. If the works are not collected within the deadline or the authorization process is incomplete, the organizer reserves the right to dispose of the works at its discretion without further notice. Any costs incurred from storage or disposal shall be borne by the participant.

#### (2) Return of Works after Exhibition

- 1. After the exhibition concludes, the executing unit will notify participants to arrange for the return of their works. Participants may collect their works in person or authorize an agent to do so, provided a signed letter of authorization and relevant identification.
- 2. If the participant chooses to commission a shipping company for the return, they must coordinate with the logistics provider and bear all associated costs, including packaging, shipping, customs procedures, and applicable fees. The organizer will not be held responsible for any loss or damage occurring from the time the work leaves the museum until it arrives at its destination. Participants are advised to arrange insurance independently.
- 3. For overseas participants, the Miaoli Ceramics Museum will commission a professional logistics company to assist with return shipping and will offer subsidies for packaging, transportation, and related fees. Detailed arrangements will be announced separately.

(3) All details, schedules, and notifications related to the return process will be announced by the Miaoli Ceramics Museum. Participants are responsible for staying informed and following all instruction accordingly.

## VI. Insurance

- 1. Participants are responsible for the packaging, transportation, and insurance of their works during both the submission and return processes, and shall bear all related expenses. It is recommended that participants arrange insurance prior to shipment to ensure the safety of their works during transportation.
- 2. Participants shall bear full responsibility for any damage to the work incurred during transportation, from dispatch to arrival at the location designated by the Museum. The same applies to the return period after the exhibition ends. As the delivery and return phases are not covered by the organizer's insurance, participants are strongly advised to carefully assess the risks and consider purchasing insurance accordingly.
- 3. Participants must ensure that their works are properly packaged using a sturdy, protective outer container and securely fixed in place. Any damage resulting from inadequate packaging during transportation shall be the sole responsibility of the participant.
- 4. Upon arrival at the designated location, the organizer will conduct an inspection of the works. If improper packing methods, lack of unpacking labels, or loose securing is identified, and damage to the work is discovered during unpacking, the organizer will notify the participant. However, such damage shall not be covered under the insurance policy.
- 5. The organizer will arrange insurance coverage for works that have arrived successfully and been confirmed to be free of damage upon inspection. Insurance coverage begins after the work is unpacked and verified by the museum and continues until the exhibition concludes and the work's removal from the venue.
- 6. The insurance coverage encompasses the period from the final review and exhibition preparation through the exhibition itself and the pre-departure stage before the works are returned. By default, each work will be insured up to a maximum value of NT\$200,000. Should a participant wish to insure the work for a higher amount, any additional premium exceeding the default coverage must be borne by the participant.

- 7. The insured amount represents the maximum compensation limit rather than a guaranteed payout. In the event of damage, the actual compensation shall be determined through an independent third-party assessment based on the extent of the damage sustained.
- 8. The insurance company reserves the right to determine compensation based on current market references, the background of the work, and the extent of the damage. In the case of a total loss claim, specific conditions must be met: the work must be completely destroyed, irretrievably lost due to theft, or irreparable by any means. A formal assessment report must be submitted to support the claim.
- 9. Damages resulting from natural disasters such as earthquakes or other force majeure events, or those caused by participant-related factors such as structural instability, fragile materials, or improper installation, are not covered by this insurance.
- 10. In the event of an insurance claim, the organizer will process the claim according with the insurance company's regulations. In principle, restoration will be prioritized as the primary course of action.

## VII. Awards and Recipient Obligations

#### 1. Awards

- (1) Gold Award: One winner each from the Arts and Functional Ware categories will be awarded NT\$250,000, a certificate, and a trophy.
- (2) Silver Award: One winner each from the Arts and Functional Ware categories will be awarded NT\$150,000, a certificate, and a trophy.
- (3) Bronze Award: One winner each from the Arts and Functional Ware categories will be awarded NT\$50,000, a certificate, and a trophy.
- (4) Hang-Jia Tea Ceremony Culture Foundation Special Award: One winner from the Functional Ware category; awarded NT\$200,000, a certificate and a trophy.
- (5) Merit Award: Five winners each from the Arts and Functional Ware categories will be awarded a certificate.
- (6) Selected Works: Several entries from each the Arts and Functional Ware categories will be awarded a certificate.
- (7) The number of recipients for each award may be adjusted or withheld at the discretion of the judge committee based on the overall quality of entries. To ensure fairness and balance in the competition, each participant may receive awards for a maximum of two works.

### 2. Award Recipient Obligations

- (1) Winners must comply with the relevant tax regulations of the Republic of China. All prize amounts are stated in New Taiwan Dollars. For prizes exceeding NT\$20,000, a 10% tax will be withheld for domestic winners, and a 20% tax will be withheld for foreign winners.
- (2) Gold Award-winning works will be collected by the organizer. Ownership and copyright (economic rights) shall belong to the organizer, and the works may be used for exhibitions, publications, digital displays, and educational promotion.
- (3) Silver Award and Hang-Jia Tea Ceremony Culture Foundation Special Award-winning works will be collected by the sponsoring organization. Ownership and copyright (economic rights) shall be jointly held by the organizer and the sponsor, and the works may be used for public promotion and non-profit reuse.
- (4) Other awarded and selected works will be returned after the exhibition by the executing unit. Participants agree that the organizer may use their entry materials and images of their works free of charge for non-profit purposes such as research, photography, publication, websites, and media promotion.
- (5) Winners are deemed to have agreed to the archiving of their works as outlined in the competition guidelines and to cooperate with any related authorization or handover procedures.

## VIII. Exhibition and Award Ceremony

- 1. Exhibition Period: Selected works will be on display from November 22, 2025, to January 4, 2026.
- 2. Exhibition Venue: Miaoli Ceramics Museum (Address: No. 352, Guan Nan Village, Gongguan Township, Miaoli County 36347, Taiwan).
- 3. Award Ceremony: The list of award recipients will be officially announced on the exhibition opening day (November 22, 2025), with the award ceremony to be held on the same day. Detailed timing will be announced separately.
- 4. Exhibition Catalogue: Each winners of the Merit Award or higher will receive five copies of the official exhibition catalogue. Other selected participants will receive two copies each.

## IX. Contact Information

1. Hong Yi Communication Co., Ltd./Mr. Tu

Phone: +886-37-356936; Fax: +886-37-352178

Email: hong.e356936@msa.nihet.net

2. Cultural and Tourism Bureau, Miaoli County/Cultural Resources Section/Ms. Chang

Phone: +886-37-233121, ext. 113/118; Fax: +886-37-236059

Email: sibyl@mlc.gov.tw; cchang@mlc.gov.tw

## X. Important Notes and Dispute Resolution

1. All individuals who complete the registration process for this competition are deemed to have read, understood, and agreed to abide by all the regulations outlined in these guidelines.

- 2. To avoid registration failure due to system errors or unforeseen circumstances, participants are advised to complete the registration procedure early. For online registrations, the successful upload timestamp will serve as the official submission time. For paper-based registrations, the postmark will not be accepted as proof of submission. Late submissions will not be accepted under any circumstances.
- 3. Submitted works must comply with the categories specified in the guidelines. Works entered for the final review must be identical to those submitted during the preliminary review, with no additions, deletions, replacements, modifications, or adjustments to components. During the evaluation and exhibition period, works may not be withdrawn, replaced, or relocated. Without the organizer's written consent, they may not be submitted to other competitions or public exhibitions at the same time. Violations of the above conditions will result in disqualification, and the organizer reserves the right to reject the submission, return the work, or cancel the participant's eligibility for the final review or award.
- 4. The organizer and its authorized parties retain the right to use the selected and awarded works within a reasonable scope free of charge. Permitted uses include, but not limited to, teaching, research, exhibition, photography, translation, publicity, publication, public broadcasting and transmission, and web posting. These rights may be exercised without limitation on frequency or method of public usage, and without requiring further consent or additional compensation to the participants.

- 5. If any of the following circumstances apply to the submitted works, the organizer reserves the right to cancel the participant's entry or award qualification, publicly announce their names, and prohibit them from participating in the competition for the next three years. The organizer also reserves the right to pursue legal liability and recover awarded prizes and prize money:
  - (1) Plagiarism, impersonation, misappropriation, or any violation of copyright laws.
  - (2) Works that have previously been selected or awarded (including as finalists) in any other domestic or international competitions or exhibitions.
- 6. If a participant's actions or remarks damage the reputation of the organizer or its executing units, the organizer reserves the right to pursue legal accountability.

## XI. Organizer's Statement

The organizer reserves the right to amend, revise, suspend, or supplement any part or all of this prospectus and the competition. In the event of any ambiguity or dispute regarding the contents of this prospectus, the organizer retains the right of final interpretation. Any matters not specified herein may be supplemented and announced as necessary.

# Cultural and Tourism Bureau, Miaoli County Consent Form for Use of Personal Data

In accordance with the definition of Article 2 of the Personal Data Protection Act, the Bureau hereby informs you of the following matters prior to the collection of your personal data:

- 1. The Bureau will collect your personal data for the purposes of assisting in the production of exhibition materials, certifications, albums, publications, directories, competitions, and related printed content.
- 2. The personal data collected, processed, and used by the Bureau includes: your name, phone number, national ID number, date of birth, address, and email.
- 3. The duration, territory, recipients, and methods of the Bureau's processing and use of personal data are as follows.
  - (1) Duration: For the period necessary to fulfill the purposes for which the personal data is retained.
  - (2) Territory: Within the territory of Taiwan, and limited to the scope necessary to achieve the specified purposes.
  - (3) Recipients: Entities or individuals legally required to provide or receive personal data in connection with the exhibition.
  - (4) Methods: Stored, processed, and used in written form or via telephone.
- 4. According to Article 3 of the Personal Data Protection Act, you have the following rights with respect to your personal data held by the Bureau:
  - (1) To request access to or review of your personal data.
  - (2) To request copies, supplements, or corrections of your personal data.
  - (3) To request the cessation of collection, processing, use, or deletion of your personal data.
  - (4) Contact number: 037-233121 (service hours: 9:00 AM 4:00 PM).
- 5. When providing the aforementioned personal data, you may choose not to provide or to provide incomplete information. However, this may result in the Bureau being unable to assist you in the production of exhibition materials, certifications, albums, publications, directories, competitions, and related printed content.

You have thoroughly	read and understood	the content of	of this consent	form and ag	ree to its terms
by signing below.					

Signature of Consenting Party:	(Signature required
Digitation of Components Larry.	(218110010101001001

#### Attachment 2

# Cultural and Tourism Bureau, Miaoli County Agreement Form

- 1. I confirm that all information submitted for the competition is true and accurate, and I agree to comply with all provisions of the guidelines. In case of any violation, the organizing unit reserves the right to disqualify me from awards, selection, and exhibition, and to reclaim any prizes or remuneration.
- 2. I assume full legal responsibility for any materials, resources, or image files used in my work that may involve copyright or intellectual property rights.
- 3. I agree that the organizing unit may collect, process, and use the personal data provided in this form for purposes related to administrative execution of this exhibition, including printing, publication, academic research, educational outreach, publicity, and marketing.
- 4. Submission to the 2025 Miaoli International Ceramics Award (MICA 2025) shall be deemed as agreement to the terms of this agreement form.

Participant:			(Signature)
Date:	Year	Month	Day

#### Attachment 3

Number
(filled by the organize)

## 2025 Miaoli International Ceramics Award

## **Participant Information Form**

Category of Entry	☐ Creation Ceramics ☐ Practical Utensil Ceramics (Entries with no category selected will not be reviewed)				tries with no	
Name		English Name			Gender	<ul><li>□ Male</li><li>□ Female</li><li>□ Other</li></ul>
Mailing Address					Date of Birth	
ID Number	(Passport No. / ARC	No.)			Nationality	
Contact	Contact Phone	(Mobile)				
Information	E-mail					
Participant Resume	(List up to 10 profess	sional experienc	ees)			
Copy of Identification Document	(Front side of identification document copy)		(Back sid	de of identificatio	n document copy)	

XPlease complete the form in a legible font, as the information will be used for review and award catalogue purposes. Any omissions or unclear entries will be handled by the organizing unit, and no objections will be accepted.

Number (filled by the organize)

## 2025 Miaoli International Ceramics Award

## **Preliminary Selection Work Form**

Work		Work		
		Artwork		
Artwork Title		Title		(Required)
(Chinese)		(English)		
	3D Work Dimensions L	ength Width		
	Height (cm) Dimensions mus	t be provided for		
	each individual piece;			
Artwork	<b>Overall Display Dimensions</b>	Length		
	Width Height (cm)		Materials Used	
Specifications				
	Work Video Format			
	Video Duration Minute	s Seconds		
Number of	. Total		Work Price	
Pieces in the	pieces a Weight	of	(Maximum	
Set	set Work	Kilograms	NT\$200,000)	
Artwork Descri	option (within 200 words)			
	puon (munin 200 moras)			

<sup>\*</sup>Please complete the form in a legible font, as the information will be used for review and award catalogue purposes. Any omissions or unclear entries will be handled by the organizing unit, and no objections will be accepted.

## Attachment 5

Number (filled by the organize)

## 2025 Miaoli International Ceramics Award

## **Final Selection Work Form**

Work			Work		
Artwork Title			Artwork		
			Title		(Required)
(Chinese)			(English)		
	3D Work Dimensi	ions Length	h Width		
	Height (cm) Dimer	nsions must be p	provided for		
	each individual pie	ce;			
Artwork	Overall Display D	imensions	Length		
Specifications	Width Height (	cm)		Materials Used	
Specifications					
	Work Video Form	nat			
	Video Duration	Minutes	Seconds		
Number of		Total		Work Price	
Pieces in the	pieces a	Weight of	77'1	(Maximum	
Set	set	Work	Kilograms	NT\$200,000)	
Artwork Descri	iption (within 200	words)			
Images of the V	Vork				

<sup>\*\*</sup> Please complete the form in a legible font, as the information will be used for review and award catalogue purposes. Any omissions or unclear entries will be handled by the organizing unit, and no objections will be accepted.

## 2025 Miaoli International Ceramics Award Works Return Authorization

I, the undersigned (hereinafter referred to as "I"), due to personal reasons, am unable to personally retrieve my submitted work from the Miaoli Ceramics Museum. I hereby authorize the following agent to handle all matters related to the return of my work on my behalf.

1. Information	on of Participant (Cli	ent):	
Name		Title of Work	ζ
Contact Phone		National ID number/Passport Number/ARC No	
Mailing Address			
2. Information	on of Authorized Rep	presentative	
Name		National ID number/Passport Number/ARC No	
Contact Phone		Mailing Address	S
I hereby author to the "2025 I returned after procedures and accurate. I accurate Participant (Cl	Miaoli International Ce the exhibition from the d responsibilities in full	ramics Award" that he Miaoli Ceramion I. I hereby confirm that for any falsehood (Signature).	
			rization letter along with the original
		_	fication when retrieving the work.
Attachment 7			

## Article 14, Paragraph 2 of the Public Servants Conflict of Interest Avoidance Act **Disclosure Form for Public Servants and Related Persons**

(Before engaging in subsidy applications or transactions with the agency or organization where a public servant or their related persons serve, or with agencies or organizations under their supervision, the public servant must proactively disclose their identity relationship truthfully within the application or bidding documents If, upon review, you confirm that none of the following situations apply, please proceed to sign in the signature field.)

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	ıa			

Name of Transaction or Subsidy Case:	Case Number:	(Leave blank if not applicable)
The party receiving the subsidy or entering into the transaction is	s a public servant or the	eir related person:
□ Public servant themselves (If this item is checked, Form 2 does	not need to be completed)	
Name:Agency/Organization:Title:		
□ Related person of the public servant (If this item is checked	l, please proceed to complet	te Form 2)

#### Ta

able 2:						
Public ser	vant:					
Name:	Name:Agency/Organization:Title:					
person Rel	ated person (natural person)	: Name				
Related pe	erson (profit-making busines	s, non-profit	legal person or non-l	egal entity):		
Name	e Business ID numbe	rRepr	esentative or manager	r's name		
	Relationship to Public Serva	ant: Check the	applicable item under	Article 3, Paragraph 1:		
□ Item 1	Spouse or cohabiting family mo	ember of the pu	ıblic servant			
□ Item 2	Relative within the second deg of the public servant	ree of kinship	Title:			
□ Item 3	Trustee of property held in trust by the		Trustee name:			
	public servant or their spouse					
□ Item 4	a. Please check the type of	b. Please check	who holds the position:	c. Please check the position		
(Please	related person:	□ Public serv	ant themselves	title held:		
complete	☐ Profit-making business	□Spouse or c	ohabiting family	□ Responsible person		
sections a, b,	□ Non-profit legal person	member of the public servant.		□ Director		
and c below)	☐ Unincorporated	Name:		☐ Independent director		
	organization	☐ Relative within the second degree		□ Supervisor		
		of kinship of the public servant.		□ Manager		
		Relationship title:(Fill in		☐ Similar position:		
		the relationship title, e.g., daughter-in-law, son-in-law, elder brother's wife,				
			ther's wife, wife's sister's			
			sband's brother's wife)			

		Name:
□ Item 5	Key personnel employed by the public servant	Service agency of confidential personnel: Title:
□ Item 6	Assistants to elected representatives at all levels	Service agency of assistants: Title:

Signature or seal of the person filling out the form:

(If the person filling out the form is a <u>person from profit-making business</u>, <u>non-profit legal person</u>, <u>or unincorporated organization</u>, <u>please also have the "business legal entity" and "responsible person" seal)</u>

Remarks:			
Date:	Year	Month	Day
To the Ag	ency:		

#### **XInstructions for filling out the form:**

- 1. Please fill out Form 1 first, and indicate whether the subsidy or transaction party is the public servant or a related person.
- 2. If the subsidy or transaction party is the public servant themselves, Form 2 is not required; if it is a related person of the public servant, Form 2 must be completed.
- 3. Please complete the basic information of the public servant and related person in Form 2, and select which type of relationship under Article 3, Paragraph 1 applies.
- 4. Please enter any additional information in the remarks section.
- 5. Please provide the name of the transaction or subsidy case. The person filling out the form (i.e., the public servant or related person) must sign or affix their seal in the signature field and indicate the date of completion.

#### **\*Relevant legal provisions:**

Public servants Conflict of Interest Avoidance Act

Article 2

The public servants referred to in this law are defined as follows:

- 1. President and Vice President.
- 2. Heads and deputy heads, chiefs of staff and deputy chiefs of staff, and other personnel holding equivalent positions in government agencies at all levels and in the headquarters or branches of public enterprises.
- 3. Political appointees.
- 4. Principals and vice principals of public schools at all levels, military and police academies, and correctional schools; and, for those with affiliated institutions, the heads and deputy heads of such institutions.
- 5. Elected representatives of public representative bodies at all levels.
- 6. Directors, supervisors, and other persons holding equivalent positions who represent the government or public shareholding in private legal entities funded or subsidized by the government.
- 7. Directors, supervisors, heads, chief executives, and other persons holding equivalent positions in public legal entities.
- 8. Chairpersons, chief executives, secretaries-general, and other persons holding equivalent positions in foundations subsidized by the government.
- 9. Judges, prosecutors, military judges during wartime, administrative enforcement officers, judicial officers, and prosecutorial officers.
- 10. Commanding and deputy commanding officers of military organizations and units at the rank of colonel and above.

- 11. Supervisory personnel responsible for public works, construction management, urban and rural planning, ethics, accounting, auditing, or procurement in government agencies at all levels, public enterprises, public schools, military and police academies, correctional schools, and affiliated institutions.
- 12. Other personnel with special job duties as determined applicable by the Executive Yuan in consultation with the competent authorities.

Individuals acting on behalf of the aforementioned public servants in performing their duties shall also be deemed public servants under this Act during the period of such proxy.

#### Article 3

The term related persons of public servants as defined in this Act refers to:

- 1. The spouse of the public servant, or family members living with the public servant.
- 2. Relatives of the public servant within the second degree of kinship.
- 3. Trustees of property placed in trust by the public servant or their spouse. However, this does not apply to mandatory trusts handled in accordance with the law.
- 4. The public servant, or any person listed in Items 1 and 2, who serves as a responsible person, director, independent director, supervisor, manager, or holds a similar position in a for-profit enterprise, non-profit legal entity, or unincorporated organization. However, this does not apply to those appointed, selected, or hired by the government or public shareholding entities.
- 5. Confidential personnel employed by the public servant.
- 6. Assistants to elected representatives at all levels.

The term "assistants" as referred to in the preceding item includes public-funded assistants to elected representatives at all levels, assistants who have joined the assistant union, and other assistants under their command and supervision.

#### Article 14

Public servants or their related persons shall not engage in subsidies, sales, purchases, leases, contracts, or other transactions involving consideration with agencies or organizations in which the public servant serves or over which the public servant exercises supervision. However, this shall not apply under any of the following circumstances:

- 1. Procurement conducted in accordance with the Government Procurement Act through public announcement procedures or under Article 105 of the same Act.
- 2. Procurement, sale by tender, lease by tender, or tender for establishing usufruct rights, conducted by means of fair competition and public announcement procedures as prescribed by law or regulation.
- 3. Subsidies applied for based on legal status as permitted by law; or subsidies granted to related persons of public servants in a public and fair manner as provided by law; or subsidies which, if denied due to conflict of interest, would harm the public interest and have been approved by the competent authority under the applicable subsidy regulations.
- 4. Transactions involving goods or services provided by the agency or organization in which the public servant serves or which the public servant supervises, provided such transactions are conducted at government-set prices.
- 5. Applications by public enterprises to lease, purchase, manage under commission, or improve the use of state-owned non-public real estate for purposes of national development, public policy, or public interest.
- 6. Subsidies and transactions under a specified monetary threshold.

Before engaging in any of the subsidy or transaction acts specified in subparagraphs 1 to 3 of the preceding paragraph, public servants or their related persons shall proactively disclose their identity relationship in the application or tender documents. After such subsidy or transaction is established, the agency or organization concerned shall proactively make public the said identity relationship. However, this does not apply to subsidies applied for based on legal status as provided under subparagraph 3 of the preceding paragraph.

The disclosure referred to in the preceding paragraph shall be made available for public online access via telecommunications networks or other means.

The monetary threshold referred to in subparagraph 6 of paragraph 1 shall be determined by the Executive Yuan in conjunction with the Control Yuan.

#### Article 18

Anyone who violates Paragraph 1 of Article 14 shall be subject to the following penalties:

1. Where the transaction or subsidy amount is less than NT\$100,000, a fine of no less than NT\$10,000 and no more than NT\$50,000 shall be imposed.

- 2. Where the transaction or subsidy amount is NT\$100,000 or more but less than NT\$1,000,000, a fine of no less than NT\$60,000 and no more than NT\$500,000 shall be imposed.
- 3. Where the transaction or subsidy amount is NT\$1,000,000 or more but less than NT\$10,000,000, a fine of no less than NT\$600,000 and no more than NT\$5,000,000 shall be imposed.
- 4. Where the transaction or subsidy amount is NT\$10,000,000 or more, a fine of no less than NT\$6,000,000 and no more than the amount of the transaction shall be imposed.

The transaction amount referred to in the preceding paragraph shall be determined based on the price specified in the contract or a determinable price. However, if the amount upon settlement exceeds such price, the settlement amount shall apply.

Anyone who violates Paragraph 2 of Article 14 shall be subject to a fine of no less than NT\$50,000 and no more than NT\$500,000, and may be penalized for each instance of violation.