

海外實習合約書

Contract of International Internship Program

景文科技大學

Jinwen University of Science and Technology

(以下稱甲方)

(hereinafter referred to as Party A)

公司名稱

(以下稱乙方)

(hereinafter referred to as Party B)

實習學生姓名

(以下稱丙方)

(hereinafter referred to as Party C)

甲乙雙方約定合作培育國際專業人才，提供甲方之學生(丙方)強化實務專業能力，實踐應用理論、習得職場經驗、建立正確工作態度與職業倫理的實習機會，為明確三方之權利、義務、責任關係，各方承諾共同遵守下列各項條款：

Both parties (Party A & Party B) agree to cooperate with each other to cultivate professionals and provide the students from Party A with extracurricular skills training and internship opportunities. In order to clarify the rights and obligations of tripartite, each party commits to abide by the following provisions:

第一條 甲、乙雙方組成系級校外實習課程輔導小組；由乙方企業業師代表暨甲方系主任、實習指導老師共同組成之，除定期召開協調會外，並視需要隨時集會。

Article 1. The two parties A and B organize a group of instructors to practice internships outside the Faculty level, including the Business Representatives, the Dean, and the interns. In addition to the regular meeting time, the supplementary group of interns outside the Faculty level may meet when necessary.

第二條 系級校外實習課程輔導小組之任務如下：

Article 2. The Off-campus internship counseling faculty group has the following tasks:

(一)校外實習課程之規劃與推動。

(1) Planning and implementation of the internship program.

(二)確認實習合作機構與實習機會之評估結果及選定。

(2) Appraisal and selection of coporations providing internship opprtunities.

(三)擬訂校外實習合約及學生實習計畫內容之檢核及確認。

(3) Writing the internship contract and evaluating feasibility of internship program.

(四)協調、處理學生及實習合作機構申訴、爭議及意外事件。

(4) Dealing with students' complaints and arbitrating disputes between Party B and Party C.

(五)處理、安排學生實習期滿前終止實習、實習不適應輔導與轉換、轉銜課程機制。

(5) Dealing problems of internship, including termination of contract, transferring to different corporation, etc.

(六)追蹤處理及檢討學生實習輔導訪視結果。

(6) Dealing problems coming from on-site visiting and inspection.

(七)學生緊急事故、工安職災、勞動權益之檢討。

(7) Review of emergency, accident and labor rights.

(八)其他學生權益保障相關事項。

(8) All other problems concerning students' rights and interests.

第三條 甲方設立校級校外實習委員會，執行下列事項：

Article 3. Party A shall establish an off-campus Internship Council conducting the following tasks:

(一)督導合作機構之評估及選定。

(1) Appraisal and selection of collaborative institutes.

(二) 書面契約之檢核及確認。

(2) Writing the contract and evaluating its feasibility.

(三) 實習成效之評估及督導學生申訴、爭議及意外事件之處理。

(3) Dealing with students' complaints and arbitrating disputes between Party B and Party C.

(四) 督導學生實習期滿前終止實習之處理。

(4) Supervise students for early termination of contract.

(五) 督導與合作機構訂定學生個別實習計畫。

(5) Supervise Party B and C to set up the plan for internship.

(六) 督導實習輔導訪視之落實。

(6) Supervise the implementation of on-site inspection.

(七) 其他學生權益保障相關事項。

(7) All other problems concerning students' rights and interests.

第四條 參與課程學習對象、結業學分、實習津貼、勞工保險、生活津貼及福利

Article 4. Subjects involved in the internship process, completed academic numbers, internship allowances, labor insurance, living allowances and benefits.

(1). 系別/學制/姓名 (Department / Bachelor / Name) :

_____/_____/_____

(2). 實習課程名稱/學分數 (Internship programs / Credits) :

_____/_____學分(Credits)

(3) 實習津貼計算(Internship allowance calculation) :

☐月計 (Monthly meter) ☐週計 (Weekly meter) ☐時計 (Hourly hour)

新臺幣: _____元(NT \$)

US / _____\$

(4) 乙方企業提供(Items provided by Party B) :

☐勞工保險 (Labor insurance) ☐生活津貼 (Living allowance)

☐膳食(Meals) ☐員工宿舍(Dormitory) ☐通勤交通 (Transportation)

(5) 參與校外實習課程之學生(丙方)，甲方均為其投保「大專院校校外實習學生-團體意外險」相關經費、預算由甲方籌措支應。

International students (Party C) participating in internships outside the school will be estimated by Party A and support the costs related to "Unified accident insurance for students when practicing outside the school".

第五條 實習契約效期

Article 5. Duration of Internship Contract

自 (Start on) _____年 (year) _____月 (month) _____日 (day) 起至 (to) _____年 (year) _____月 (month) _____日 (day) 止 (end on) 。

共計 total _____個月 month / 週 week，預計實習時數 (hours estimated) _____小時 hours。

第六條 訓練、實習項目

Article 6. Training and practice topics

乙方實施實習課程內容及相對應能力培育目標，應符合甲方專業發展及教學之目標；丙方參與課程應將實習訓練主題、主要學習項目等資料填載於「學生校外實習工作計畫表」中，由

實習輔導老師、主管共同指導、評核。

The content of internship conducted by Party B and the corresponding training objectives must be in line with the educational objectives and professional development of the program of Party A. Party C participating in the internship must complete the information on internship topics and internship content primarily on the "Student's internship planning table" and evaluated by the internship instructor and the internship manager.

第七條 甲方之職責

Article 7. Responsibilities of Party A

(一)負責約束其選派之實習學生(丙方)，切實遵守乙方所安排實習單位工作及規定。

(1) Responsible for constraining the selected intern students (Party C) and earnestly abide by the work and regulations of the internship units arranged by Party B.

(二)針對實習學生之本職學能協助乙方研擬實習相關教學，監督及瞭解學生實習情形，協助學生實習期間之生活輔導與問題解惑並提供成績考核資料。

(2) For the study of students during their internship, Party A is responsible for assisting Party B in researching and planning related to internship teaching, monitoring and understanding the internship situation, Help students consult issues in life and answer as well as provide assessment information during the internship.

(三)甲方應辦理實習前講習，由系主管、實習輔導教師、企業雇主、業師或其他校外專門人員，向實習學生實施行前輔導座談。

(3) Party A needs to hold a pre-work seminar for Party C with all relevant officials present to answer question ensuing.

(四)應定期巡迴輔導或電話聯繫實習企業(乙方)，以瞭解並協助學生(丙方)處理實習狀況及學習問題。全學年之實習，實習輔導老師應親赴實習單位輔導學生至少2次。

(4) Contact Party B in person or by telephone to realize the situations of Party C in internship. Home teachers of Party A need to visit Party C twice within two semesters at least.

(五)丙方若因實習單位不適應，須先告知甲方實習輔導老師，並由輔導教師於各系實習輔導小組會議中說明並通過後，始得另覓新實習單位。

(5) If party C for the reason of the inappropriate internship, then firstly notify the internship instructor of Party A, the internship instructor will report to the guiding group to practice the Faculty and after approved new find new units.

(六)評閱學生實習計畫作業或報告及實習成績。

(6) Review students' plans or reports and internship achievements.

第八條 乙方之職責

Article 8. Responsibilities of Party B

(一)實習期間，乙方負責丙方之學習督導管理及考核；丙方校外實習成績由乙方單位主管與甲方實習輔導教師共同評核，並填報「學生校外實習成績評分表」。

(1) During the internship, Party B is in charge of inspecting and managing the students' internship (Party C); off-campus internship results are assessed by the unit manager of Party B and the internship instructor of Party A, and filled in "Evaluation table of students' internship achievements."

(二)針對丙方之本職學能，安排各種實習課程及技能訓練，唯不使學生擔任非相關及危險性的工作。

(2) Arrange job opportunities for students, but any irrelevant and dangerous work should be excluded.

(三)實習期間，乙方應保證對丙方實踐第四條所列各項實習津貼、勞工保險、生活津貼及學生福利等義務；如有變動，應由三方重新議定。

(3) During the internship, Party B must ensure the support, labor insurance, living support and welfare for students as well as other obligations stated in Article 4 of the internship C. It must be agreed by all the three parties if there are fluctuations.

(四)實習期間丙方有任何違反乙方規定之情事時，乙方應立刻與甲方實習輔導教師聯繫，同

對丙方進行輔導。

(4) During the internship, Party B must ensure the support, labor insurance, living support and welfare for students as well as other obligations stated in paragraph 3 of the internship C. It must be agreed by the three parties through negotiation if there are fluctuations.

(五)其他有關實習事項，比照企業人事章程辦理，但不得違反當地勞動基準法之規定。

(5) All the other regulations concerning internship can be managed individually by each corporation, but they should not violate the local government laws.

第九條 丙方之職責

Article 9. Responsibilities of Party C

(一)校外實習為正式課程，丙方具有本校學生與實習機構實習生之雙重身分，除遵守學校既有之所有規定外，並須遵守乙方之工作規定。

(1) Internship is part of regular courses. As a student of Party A, and an intern of party B, Party C is obliged to follow rules and regulations published by Party A and Party B.

(二)本契約第五條所列預計實習時數，丙方需於規定期間內完成。

(2) The number of practice hours is estimated in Article 5 of this Contract, Party C must be completed within the specified time.

(三)丙方在實習受訓期間必須遵守乙方之規定及服從指導與監督，並愛惜乙方之財物及商譽，如有違犯者，乙方得告知甲方，甲方應視情節之輕重依校規給予處分，乙方並得終止本合約，請求損害賠償。

(3) Party C during the internship must comply with the regulations and comply with the instructions and supervision of Party C, and must respect the property and reputation of Party B. If there are violators, the party B may notify Party A, Party A will consider the aggravation and penalties of the school. Party B may terminate the contract and claim.

(四)丙方於實習期間內所得知乙方之營業機密、資訊或任何形式之資料等，不得洩漏、公開或以任何方式使他人知悉，但其已為公眾或該他人所知悉者不在此限。丙方違反前述保密義務時，其法定監護人應連帶對乙方負損害賠償責任。

(4) Party C must not disclose business secrets, materials or any information of Party B to the public during the internship, but it is not limited to those already known to the public or others. When Party C violates the aforementioned confidentiality obligations, its legal guardian shall be jointly and severally liable for damages to Party B.

(五)丙方應依規定辦理申請工作許可後，於工作證有效期間方可參與。

(5) Party C must comply with the regulations after applying for a work permit, while the valid working card is eligible to participate.

第十條 實習環境

Article 10. Practicing conditions & environments

乙方應提供安全衛生之實習課程及場所，並給予實習學生充分的職場安全教育訓練並遵照當地勞工組織公布之勞工安全作業要點實施。

Party B must provide places and training courses for safe sanitation, and education to fully train students to practice workplace safety as well as to comply with the main contents of the local labor council published in the labor safety ordinance.

第十一條 實習學生成效考核：

Article 11. Evaluation of students:

(一) 實習學生(丙方)請休假部份，依甲、乙方相關規範辦理。

(1) The fact that the interns apply for leave shall comply with the relevant provisions of Party A and Party B.

(二) 乙方應定期考核學生實習成效，經考核成效不佳確實不能勝任實習工作者，經實習輔導小組評估後得終止實習。

(2) Party B must assess the internship results of the students periodically, if the student has a poor performance, and the results are not qualified, after passing the evaluation of the internship group outside the school, internship ended.

(三) 實習單位、參與實習學生於實習課程完畢後之回饋意見或滿意度調查，甲方得作為學校未來規劃或提升實習課程成效之依據。

(3) Feedback or questionnaire of satisfaction level of interns, students who practice after finishing the course will be the basis for Party A to use for planning or improving internship effectiveness.

第十二條 爭議處理

Article 12. Handling disputes

發生實習糾紛或爭議，經實習輔導老師協調未果者，得提交實習輔導小組商議。實習爭議衍生之法律爭議糾紛，於法院訴訟時，同意以台北地方法院為第一審管轄法院，並適用中華民國法律解決。

If there is an internship dispute or dispute, if the internship tutor is not coordinated, you may submit an internship counseling group to discuss. In the case of a court dispute, the dispute over the dispute arising from the internship dispute was agreed to be the first instance court of the Taipei District Court and applicable to the Republic of China law.

第十三條 本合約自簽署完成之日起生效，至實習期滿或雙方終止合約後失其效力。如有未盡事宜，除依「景文科技大學學生校外實習要點」規定外，可提交校級校外實習委員會商議修訂並增訂之。

Article 13. This contract is effective on the date of signing, and will be ineffective at the end or the early termination of internship. Missing information can be found in Rules and Regulation of Internship issued by JUST, and school internship committee is entitled to adding or deleting clauses as required.

第十四條 甲方各系與乙方實習機構間就校外實習之辦理，不得有實務訓練所需費用以外之報酬、回饋金或佣金予對方之約定。

Article 14. Off-campus internships between faculties and Party B may not have remuneration, bonuses or commissions in addition to the necessary funds for training.

第十五條 如發生颱風、地震等天災或因疫病流行、戰爭、罷工等非屬任一方可預期或控制之不可抗力因素或因政府禁令，或政府頒布新法令必須遵行等無法歸責於任一方之事故，甲方得延遲履行或終止本契約，且不負任何損害與賠償之責任。

Article 15. In the event of natural disasters such as typhoons, earthquakes, epidemics, wars, strikes and other force majeure factors that are not foreseeable or controlled by any party, or due to government bans or new laws issued by the government that must be complied with, and other accidents that cannot be attributable to any party, Party A may delay the performance or terminate this contract, and shall not be liable for any damages or compensation.

第十六條 實習期間，遇颱風或其他不可抗拒之災害，停課、停實習以乙方實習機構所在地之縣、市政府宣布為準。

Article 16. During the internship, if having a storm or force majeure accidents, having to leave school or take an internship, they must comply with the notice of the district administration and the city government where the internship of Party C is located.

第十七條 本合約壹式參份，甲、乙、丙三方各執壹份。本合約如有未盡事宜，得經雙方協議修訂之。

Article 17. This contract is divided into three copies: Party A, Party B, and Party C each party keeps one copy. If not mentioned in this contract, it can be amended through mutual agreement.

甲方： 景文科技大學

Party A: Jinwen University of Science and Technology

代 表 人： 校長

Act on behalf of the party: Principal

校 址： 新北市新店區安忠路 99 號

Address: No.99, Anzhong Rd., Xindian Dist., New Taipei City 23154, Taiwan, Republic of China.

系 主 任 department head：

TEL：866 2 8212 2000 分機

實習輔導老師 Intern tutor：

TEL：866 2 8212 2000 分機

乙方：

Party B：

負 責 人 Person in Charge：

公司地址 Company address：

實習地點、部門 Intern location, department：

統一編號 Company Tax ID：

聯絡電話 Contact phone：

丙方： _____ 實習學生

Party C Student name _____

法定監護人： _____（丙方未滿二十歲，須父母或法定監護人簽署）

Legal guardian(Party C is under the age of 20 and must be signed by a parent or legal guardian)

聯絡地址 Contact Address：

聯絡電話 Contact phone：

中華民國

年

月

日