(Revised on 4, 29, 2022)

Minghsin University of Science and Technology

Off-Campus Internship Agreement

(Agreement between the University, the Internship Host Institution, the Intern)

**明新學校財團法人明新科技大學校外實習合約書範本(三方合約版本)**

Internship Host Institution (hereinafter referred to as “the Institution”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Minghsin University of Science and Technology (hereinafter referred to as “the University”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the student (hereinafter referred to as “the Intern”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_agree to cooperate on matters related to the off-campus internship.

(合作機構)\_ （以下簡稱甲方）

立合約書人 (大專校院)………….. （以下簡稱乙方）共同辦理校外實習教育事宜

(實習學生)………….. （以下簡稱丙方）

To develop talents and facilitate the learning and training of students taking the internship courses in accordance with the Regulations for Industry-University Collaboration, the University and the Institution agree as follows: Interns from the University in addition to learning and training shall provide labor services to or work for the Institution in compliance with the Labor Standard Act and relevant labor laws and regulations during the internship period.

依「專科以上學校產學合作實施辦法」，基於培訓專才，推展實習課程教學與實務訓練之原則，經雙方協議訂定條款如下。實習期間乙方學生於甲方機構有從事學習訓練以外之勞務提供或工作事實者，並應符合「勞動基準法」等相關勞動法令規定：

1. The Institution’s Responsibility**甲方之職責**:
   1. The Institution shall participate in planning the off-campus internship curriculum, provide interns with practice and training according to each intern’s internship plan, assign interns to its department to work, and arrange interns’ work schedule for practice and training. 參與校外實習課程規劃，並依學生個別實習計畫提供學生相關實務訓練，安排實習工作單位分配、工作時段以進行各種實務技能訓練培育人才。
   2. Before starting the internship, the Institution shall provide interns with a safety workshop, inform interns the location of the safety and protective equipment at the work site, and establish measures related to occupational safety and hygiene.

負責學生實習前之安全講習、實習場所安全防護設備之配置及相關職業安全衛生措施之規劃。

* 1. The Institution shall accept the University to regularly visit the work site and will work jointly with the internship supervisor assigned by the University to coach interns and assessing interns’ performance.

接受乙方定期實地訪視，並與乙方指派之專責輔導教師共同負責輔導學生，及參與實習成績考核。

1. The University’s Responsibility**乙方之職責**:
2. According to Article 6 of the Regulations for Industry-University Collaboration, the University shall set up an off-campus internship committee to be in charge of matters related to the off-campus internship.

依專科以上學校產學合作實施辦法第6條成立各級校外實習委員會，並負責校外實習機制相關任務事項。

1. The University shall develop its off-campus internship courses based on students’ career development and professional core competence. The University shall also establish an internship plan for each intern before he/she starts the internship.

依系科發展及專業核心能力妥善規劃校外實習課程，並於實習前為學生訂定「學生個別實習計畫」。

1. The University shall assess work environment safety and interns’ rights at the Institution.

乙方負責進行甲方實習機構工作環境安全性及實習權益之評估。

1. The University shall assign an internship supervisor to regularly visit and coach interns working at the Institution. The internship supervisor shall learn about interns’ learning and adaptation as well as the Institution’s fulfillment of its obligations under the Agreement. The supervisor and the Institution shall jointly coach the interns.

乙方應指派實習輔導老師，定期赴甲方進行實地訪視及輔導，瞭解學生學習適應狀況及甲方依實習合約執行之情形，並與甲方共同輔導學生。

1. The Intern Needs to Comply with the Following Rules **丙方實習準則**:

The Intern shall comply with the internship rules and be guided by the manager at the Institution as well as the internship supervisor from the University during the internship. Any trade secrets, information, or data in any form acquired by the Intern during the internship shall not be revealed, made public, or known by others by any way.

丙方應遵守實習相關規範，並於實習期間接受甲方實習單位主管及乙方輔導老師之指導。丙方實習期間內所得知甲方之營業機密、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。

1. Intern Profile **實習學生資料**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Name | Student Number | Program | Department | Off-Campus Internship Course | | | Total credits |
|  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 姓名 | 學號 | 就讀  學制 | 所系科別 | 校外實習課程名稱 | | | 總學 分數 |
|  |  |  |  |  |  |  |  |

1. Work Site**實習場所**:
2. Internship location

Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Institution shall acquire the University’s and the intern’s consent before changing the intern’s work site.
   1. 實習地點：○○公司(○○縣(市)○○區○○路(街)○○號○○樓)。
   2. 甲方非經乙方及學生同意，不得任意調動實習地點。
2. Work Hours and Job Description**實習時間及訓練內容:**

Considering the training and practice requirement as well as interns’ physical and mental health, the Institution and the University shall limit the work hour to no more than eight hours a day and no more than 40 hours per week during the internship. Moreover, interns are not allowed to work from 10:00 pm to 6:00 am the next day (unless it is part of the requirement of a professional exam or technician exam associated with the off-campus internship launched by the University). For students taking a work-type off-campus internship, the Institution shall manage their work hours according to the Labor Standards Act and relevant regulations.

甲乙方應考量實務訓練所需及維護個人身心健康，安排每日實習時間不得超過八小時，每週實習時間，不得超過四十小時，且不得於午後十時至翌晨六時之時間內進行(但學校辦理校外實習屬各類專門職業及技術人員考試所訂定應考資格條件，不在此限)。如採工作型校外實習者，甲方對學生之實習時間應依勞動相關法令之規定辦理。

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Internship Period  (DD/MM/YY - DD/MM/YY) | Minimum  Number of Internship Hours | Internship Job Description |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 姓名 | 實習期間  (年/月/日~年/月/日) | 最低實習時數 | 實習訓練內容 |
|  |  |  |  |

1. Internship Renumeration and Other Benefits **實習給付、實習薪資及相關福利事項**:
   1. Internship pay (non-employment) 實習給付(非僱傭關係):

□None □Scholarship / □Allowance; NTD \_\_\_\_\_\_\_ per month

The Intern shall receive the full pay from the Institution for the internship, and the pay shall be directly deposited into his/her account through bank transfer.

□無 □獎學金/□實習津貼，每月　 　元。甲方提供之實習給付應全額予學生，並以金融機構轉存方式直接匯入學生帳戶。

* 1. Internship salary (employment) 實習薪資(具僱傭關係):

The salary shall be no less than the stipulated minimum basic wage of that year. The Intern shall receive the full salary from the Institution for the internship, and the salary shall be directly deposited into his/her account through bank transfer. The Institution shall not withhold the intern’s salary for liquidated damages or compensations. 不得低於當年度基本工資規定。甲方提供之工資應全額予學生，並以金融機構轉存方式直接匯入學生帳戶。甲方不得預扣乙方學生薪資作為違約金或賠償費用。

1.□Monthly salary: NTD \_\_\_\_\_\_\_ per month

2.□Hourly wage: NTD \_\_\_\_\_\_\_ per hour

1.□月薪，每月　 　元。

2.□時薪，每小時　 　元。

* 1. Benefits 福利:

1. Dormitory: □ None　□ Free　□ Paid: NTD \_\_\_\_\_ per month
2. Meals: □ None　□ Free　□ Paid : NTD \_\_\_\_\_ per meal
3. Transportation / Commuting allowance: □ None　□ Free　□ Paid: NTD \_\_\_\_\_ per month

□ Commuting allowance: NTD \_\_\_\_\_ per month

1. Other benefits:
2. 宿舍：□無　□免費提供　□付費提供，每月　　　元。
3. 伙食：□無　□免費提供　□付費提供，每餐　　　元。
4. 交通車/交通津貼：□無　□免費提供　□付費提供，每月　　　元

□交通津貼，每月　　　元。

1. 其他公司福利：
   1. Breaks and leaves 休息時間及請假規定: The University and the Institution shall agree on the intern’s break time and rules for taking a leave of absence based on the intern’s internship plan and the requirement of the training or practice at the work site. For work-type off-campus internship, the intern’s breaks, paid leaves, holidays, days off, and leaves of absence shall be in compliance with the Labor Standards Act, Act of Gender Equality in Employment, Regulations of Leave-Taking of Workers, and other labor-related laws and regulations.

由甲乙雙方協議，依學生個別實習計畫安排及配合實習場域實務訓練所需，議定合理的休息時間及請假規定。如採工作型校外實習者，其休息時間、休假、例假、休息日及請假等事項，應依勞動基準法、性別工作平等法及勞工請假規則等相關勞動法令之規定辦理。

1. Insurance **保險**: The Institution shall provide the intern with a group casualty insurance for their off-campus internship. For the work-type off-campus internship, the Institution shall cover the intern from the University with the labor insurance, the labor occupational accident insurance, the employment insurance, and the national health insurance. The Institution shall also contribute to the intern’s labor pension plan and pay for the insurance according to the stipulation.

應為學生投保校外實習團體意外險，並支付保險費。如採工作型校外實習者，甲方應依相關法規為乙方學生辦理勞工保險、勞工職業災害保險、就業保險、全民健康保險及提繳勞工退休金，並依規定支付保險費。

1. Coaching and Transferring Interns with Maladaptation **實習不適應之輔導轉換方式**:

Interns experiencing maladaptation during the internship shall be coached by the University and the Institution jointly. If the University found from the assessment or if the intern still reflects maladaptation, the University shall ask to terminate the agreement and either arrange and transfer the intern to another institution to continue the internship or to replace the internship by another course.

實習生於實習期間不適應，應由甲乙雙方共同輔導，如經乙方評估或實習生反映仍不適應，應由乙方提出終止合約，並安排實習生轉銜至其他實習機構或修習其他替代課程。

1. Handling Disputes from Internship **實習爭議協調及處理方式**:
2. Any disputes between the University and the Institution should be handled by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (The University and the Institution may agree to have such disputes handled by the off-campus internship committee or an internal division of the University.)
3. When handling such a dispute, the related parties shall be invited to be involved, and if necessary, labor law specialists and experts will be invited to join the meeting.
   1. 甲乙雙方應約訂爭議處理協調之單位 。(可約定由校外實習委員會或校內單位處理)
   2. 爭議處理過程，應邀集相關人員參與，必要時得邀集勞動相關法律專家學者與會。
4. Internship Performance Evaluation and Certification Issuance **實習成績評核及實習證明發給**: According to the intern’s internship plan or the standard of the internship course, the University and the Institution shall grade the intern’s performance based on his/her job performance and internship report. The Intern with a passing grade shall receive the credits and an internship completion certificate if required.

甲、乙雙方應依學生實習計畫或實習課程規劃所定標準，就學生實習表現及實習報告內容共同評核實習成績，經評核成績合格者授予學分，並得視實際需要發給書面實習證明。

1. Effectiveness, Termination, and Rescission of Agreement **契約生效、終止及解除**:
2. The Agreement shall take effect from the date of signature by the three parties.
3. The University and the Institution shall comply with the termination and rescission provisions of the Agreement. If the Institution seriously breaches the intern’s rights, the Institution shall request the Agreement to be terminated or rescinded and claim for liquidated damages against the Institution.
   1. 本契約書自簽署完成之日起生效。
   2. 甲乙雙方應約訂契約終止及解除條件；如甲方嚴重損害學生權益，乙方得要求終止或解除合約，並依法向甲方提出損害賠償。
4. The University and the Institution agree that Taiwan Hsinchu District Court shall be the exclusive jurisdiction to resolve any dispute arises due to the Agreement between the two parties and to provide judicial remedies.

甲乙雙方就本契約有爭執，並進行司法救濟，雙方合意以臺灣新竹地方法院為第一審管轄法院。

1. Matters not covered by the Agreement shall be handled according to the Regulations for Industry-University Collaboration, Labor Standards Act, Labor Insurance Act, Labor Occupational Accident Insurance and Protection Act, Employment Insurance Act, Labor Pension Act, and relevant laws and regulations.

本契約未盡事宜，依專科以上學校產學合作實施辦法、勞動基準法、勞工保險條例、勞工職業災害保險及保護法、就業保險法及勞工退休金條例等相關法令等相關規定辦理。

1. In witness whereof, the three parties hereto have caused this Agreement to be signed and executed in triplicate as of the day and year below written, each party retaining one copy thereof, respectively.

本合約書一式二份，甲、乙及丙方各執乙份存照。

The Institution:

Person in Charge:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Administration Number:

The University: Minghsin University of Science and Technology

President:

Address: No.1, Xinxing Rd., Xinfeng Township, Hsinchu County

Business Administration Number: 46802708

The Intern: (Signed and sealed)

ID Number:

Date of Birth:

Registered Address:

Legal Agent/Guardian/Parent: (Signed and sealed)

ID Number:

Registered Address:

Date:

**甲　方**：

負責人：

地　址：

**統一編號(立案字號)**：

**乙　方**：明新學校財團法人明新科技大學

校 長：

地　址：新竹縣新豐鄉新興路1號

統一編號：46802708

**丙　方**： (簽名且蓋章)

身分證字號：

出生年月日：

戶籍地址：

**法定代理人/監護人/家長**： (簽名且蓋章)

身分證字號：

戶籍地址：

中華民國　 　　年　 　　月　 　　日