

慈濟學校財團法人慈濟科技大學學生校外實習合約書
Tzu Chi University of Science and Technology Off-Campus Student Internship Contract

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

立合約書人 This contract is entered into by and among :

_____ (學生姓名 full name of student) of _____ (系級 department) (以下簡稱甲方 herein referred to as “Party A”)

_____ (實習機構 complete name of internship institution) (以下簡稱乙方 herein referred to as “Party B”), and

慈濟學校財團法人慈濟科技大學 (學校 complete name of the University) (以下簡稱丙方 herein referred to as “Party C”)

為期高等教育與各相關產業實務結合，培訓專業與實作整合人才，推展校外實習教學與實務訓練之互惠原則，三方協議訂定下列事項，共同遵循。

for the purpose of training all-rounded individuals and integrating higher education with relevant professional and practical domains in the industry, and advancing the principle of reciprocity in off-campus internship and practical training. Now therefore, the Parties, in consideration of the mutual promises, conditions, and covenants contained herein, hereby agree as follows:

一、校外實習合作職掌：

1. 甲方充分了解實習內容與權利義務，並應遵守乙方相關作業規定。
2. 乙方負責工作單位分配、報到、安全教育，並指派專人輔導與考核，依儲備人才精神落實執行實務訓練。
3. 丙方承辦實習相關之業務及聯繫，並指派教師至乙方進行甲方輔導及訪視。

1. Duties and responsibilities:

- (a) Party A fully understands the internship job description and obligations, and agrees to abide by Party B’s operational regulations.
- (b) Party B is responsible for Party A’s work allocation, reporting hours, and safety education, as well as the appointment of designated personnel to mentor and evaluate Party A and the execution of practical training in the spirit of cultivating talents.
- (c) Party C shall undertake all administration and correspondences relevant to the internship, and shall appoint a teacher to Party B to supervise and follow up with Party A.

二、實習合約期限/時數：

自____年__月__日起至____年__月__日止，____週，總時數____小時。

2. Duration of the internship contract/number of hours:

From _____ (DDMMYYYY) to _____ (DDMMYYYY), comprising _____ weeks and a total of _____ hours.

三、實習課程或工作內容：

課程名稱：_____

1. 由丙方提出〔學生實習計畫〕(附件一)。如屬各類專門職業及技術人員考試所定應考資格條件，應符合國家考試規定。
2. 乙方依前項需求，安排職場實習訓練項目或課程，內容應包括：實習項目、實習場所、報到地點、每日實習時間、休息時間、請假規定、成績評核基準等，交予甲方及丙方存查。
3. 乙方所安排之職場實習訓練或內容不得影響甲方健康、安全及違法行為。

3. Internship course or job description:

Course name: _____

- (a) Party C shall provide a “Student Internship Plan” (Appendix A). Where applicable, all professional vocational and technical examination requirements shall comply with national examination regulations.
- (b) In accordance with the above clause 3(a), Party B shall arrange for on-the-job internship training or internship course, which should comprise the following: internship projects, internship venue, reporting location, internship duration for each day, rest time, leave regulations, and performance evaluation baselines, which shall be provided to Party A and Party B for filing reference.
- (c) The on-the-job internship training provided for by Party B shall not impact the health and safety of Party A nor shall they constitute unlawful acts.

四、實習報到：

1. 丙方應於約定日期內，將甲方實習名冊及資料寄達乙方。
2. 乙方指派專人負責甲方實務訓練及輔導，甲方於職場實習期間，應接受乙方指導監督，丙方教師應盡督導甲方之責任。

4. Internship reporting:

- (a) Party C shall provide Party A’s roster and documents to Party B within the agreed timeline.
- (b) Party B shall appoint designated personnel who shall be responsible for training and mentoring Party A; during the internship term, Party A shall accept the guidance and mentorship of Party B, while Party C’s teacher shall supervise Party A to the best of his/her ability.

五、保險/薪資/膳宿提供/交通補助：(依實習型態請勾選)

1. 保險：由丙方辦理校外實習學生團體保險。(學習型)

由乙方辦理甲方實習期間投保勞工保險、全民健康保險加保。(工作型)

2. 薪資：乙方無提供薪資。 乙方有提供薪資，每月/時薪計_____元整。

3. 膳食提供：乙方無提供膳食。 乙方有提供膳食(早餐午餐津貼_____元)。

4. 住宿提供：乙方無提供住宿。 乙方有提供住宿(備註：_____)。

5. 交通補助：乙方無提供交通補助。 乙方有提供交通補助(備註：_____元)。

5. Insurance/Remuneration/Provision of Accommodation and Meals/Transport Subsidy: (Please tick according to internship type)

(a) Insurance:

Party C shall arrange for group insurance for students on off-campus internships. (learning-based internship)

Party B shall arrange for labor insurance as well as national health insurance during Party A's internship term (work-type internship)

(b) Remuneration:

Party B shall not be providing remuneration.

Party B shall be providing remuneration at _____per month/hour.

(c) Provision of meals:

Party B shall not be providing meals.

Party B shall be providing meals (Breakfast Lunch Allowance of NT\$_____).

(d) Provision of accommodation:

Party B shall not be providing accommodation.

Party B shall be providing accommodation (note: NT\$_____).

(e) Transport subsidy:

Party B shall not be subsidizing transport.

Party B shall be subsidizing transport (note: NT\$_____).

六、實習費用或實習指導費

甲方實習期間，丙方不須支付乙方實習費用或實習指導費。

甲方實習期間，丙方應支付乙方實習費用或實習指導費，共新台幣_____元。

6. Internship expenses or mentorship fees

During Party A's internship term, Party C shall not need to pay Party B any internship expenses or mentorship fees.

During Party A's internship term, Party C shall pay Party B internship expenses or mentorship fees amounting to NT\$_____.

七、實習輔導：

1. 甲方實習期間，乙方接受丙方教師定期安排輔導及訪視。
2. 甲方如有不適應之情事者，無論是甲方本身或乙方反應，皆須丙方教師於第一時間與甲方聯繫及輔導，追蹤適應狀況。
3. 甲方如仍有未能適應之情事或乙方有異常情形未改善，丙方教師應協助甲方申請終止實習或轉換至其他合作機構，繼續完成實習課程。
4. 甲方若與乙方產生爭議，應丙方教師即時反應，由丙方教師與乙方共同商議爭議改善方案。如爭議遲未改善，甲方得依乙方申訴機制提出申訴，或由丙方教師協助甲方申請終止實習或轉換至其他合作機構，繼續完成實習課程。

7. Internship Counselling:

- (a) During Party A's internship term, Party B shall agree to Party C's teacher arranging for regular counselling and follow-ups for Party A.
- (b) Should Party A face issues in adapting, regardless of whether the issue is reported by Party A or Party B, Party C's teacher must contact Party A at the first instance and provide counselling, as well as follow up on Party A's situation.
- (c) Should Party A's adaptation issues or Party B's irregularities persist, Party C's teacher shall assist Party A in terminating the internship, or transferring to another institution to complete the internship course.
- (d) Should a conflict arise between Party A and Party B, Party C's teacher shall respond timely and negotiate with Party B on conflict resolution. Should the conflict continue to persist without improvement, Party A shall lodge an appeal through Party B's appeal mechanism. Alternatively, Party C's teacher shall assist Party A in terminating the internship, or transferring Party A to another institution to complete the internship course.

八、實習考核：

1. 甲方實習期間考勤依乙方規定辦理。
2. 實習成績之評定，由乙方及丙方教師共同評核。乙方應於甲方實習結束後，完成實習成績之評定，並開具加蓋單位印信之實習時數證明，逕寄丙方複核。
3. 甲、乙、丙三方不定期協調檢討實習各項措施，期使學生校外實習合作更臻完善。

8. Internship Performance Review:

- (a) The performance evaluation of Party A during the internship shall be conducted based on Party B's regulations.

- (b) The internship scores shall be co-evaluated by Party B and Party C's teacher. Party B shall complete the evaluation after Party A has concluded the internship, and send proof of the internship hours completed, affixed with the seal of the institution, to Party C for review.
- (c) Parties A, B, and C shall arrange to discuss various aspects of the internship from time to time to further refine the off-campus internship model.

九、保密協定：

為顧及乙方之營業秘密，甲方或丙方教師因參加本校外實習合作所知悉乙方之業務機密，無論於實習期間或實習終了後，均不得洩漏予任何第三人或自行加以使用，若發生不當洩漏，洩漏之一方須負損害賠償責任。

9. Confidentiality:

To protect Party B's trade secrets, neither Party A nor Party C shall disclose Party B's proprietary information that is known to them by virtue of participating in this off-campus internship to a third party or for their own use. Should there be unauthorized disclosure of such information, the Party that discloses such information shall be liable for compensation.

十、個人資料保護：

實習期間及結束後，乙方應依個人資料保護法蒐集、處理及利用甲方個人資料，如造成甲方損害，甲方得依法請求損害賠償。

10. Protection of personal data:

During and after the internship term, Party B should only collect, process, and utilize Party A's personal data based on the Personal Data Protection Act. Should Party A suffer any damage as a result, Party A shall seek compensation in accordance with law.

十一、附則

1. 甲方於實習期間，如有未按規定從事實習，有損乙方名譽或其他爭議情事等，乙方得通知丙方協調及處理。經規勸仍無法改善者，經報請丙方同意，乙方並得隨時終止實習，甲方不得異議。
2. 甲方於實習期滿時，應依乙方之結束實習作業程序或離職程序辦妥手續。

11. Supplementary provisions

- (a) During the internship term, should Party A fail to comply with internship regulations and cause damage to Party B's reputation or give rise to disputes, Party B shall notify Party C for the negotiation and handling of the matter. Should Party A's conduct fail to improve after advice and counselling, then, subject to Party C's consent, Party B may terminate the internship at any time, and Party A shall not disagree.

(b) After the internship term has ended, Party A shall comply with Party B's internship conclusion or termination procedures.

十二、其他有關實習合作未盡事宜，依主管機關相關法令及乙丙方相關規定辦理，甲乙丙三方得視實際需要，另以書面合意補充或變更。

12. Other unspecified conditions shall be settled in accordance with the relevant laws as well as relevant regulations of Party B and Party C. Based on actual needs, the three parties may introduce additions or changes to this Contract via written agreement.

十三、本合約書正本一式三份，由甲方、乙方、丙方各執一份存照，以茲信守。

13. This Contract is executed in triplicate, of which, Party A, B, and C, each retains one (1) original copy thereof.

立合約書人 Parties to the Contract :

甲 方 (學生姓名) : (簽章 Signature)

Party A (Full name of student)

身分證號碼 (護照號碼) :

Identification number (Passport number)

法定代理人 (監 護 人) : (簽章 Signature)

Legal representative (Guardian) (學生未成年需簽署 Signatory required if student is not of legal age)

身分證號碼 (護照號碼) :

Identification number (Passport number)

電 話 :

Telephone number

地 址 :

Address

乙 方 :

Party B

代 表 人 : (簽章 Signature)

Representative

統 一 編 號 :

Company Business Administration Number

電 話 :

Telephone number

地 址 :

Address

丙 方：慈濟學校財團法人慈濟科技大學

Party C

代 表 人：

(簽 章 Signature)

Representative

統 一 編 號：

Company Business Administration Number

執 行 單 位：

系 (所)

Implementing Unit

Department of (School of)

聯 絡 人：

Contact person

電 話：

Telephone number

地 址：

Address

中 華 民 國 年 月 日