**新南向國際專修班暨境外學生校外實習契約書**

**New Southbound International Specialized Program and Overseas Student Off-Campus Internship Contract**

**立契約書人(Parties)：**

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| --- | --- | --- |
| **學　　校University** | 德明財經科技大學Takming University of Science and Technology | (以下稱甲方)(Party A) |
| **實習機構Partner Institution** |  | (以下稱乙方)(Party B) |
| **實習學生*****(請簽中文名與本名)*****Student** ***(Please sign your Chinese name and real name)*** |  | (以下稱丙方)(Party C) |

為加強產業與學術交流，落實教學與實務並重，使學生得以透過實作學習以提升就業能力。甲、乙雙方本於互惠之原則，共同進行實習課程之安排與訓練，丙方本於實習課程之旨參與實務學習，並經參方協議訂立共同遵守條款如下：

To enhance industry-academy exchanges, implement both teaching and practices to allow students to improve their employment abilities through practical learning. Based on the principle of mutual benefits, Party A and Party B jointly carry out the arrangements and training for internship courses, and Party C participates in learning through practices for the purpose of the internship course and the clauses negotiated and established between the three parties for joint observation are as follows:

**契約起迄期間及實習地點　Contract Period and Internship Venue**

1. 本契約起訖期間為：西元\_\_\_\_\_\_年\_\_\_\_\_\_月\_\_\_\_\_\_日起至\_\_\_\_\_\_年\_\_\_\_\_\_月\_\_\_\_\_\_日止。實習地點為 。

Clause 1 The period of the contract is from \_\_\_\_\_\_to \_\_\_\_\_\_, and the internship venue is at \_\_\_\_\_\_.

**工作職掌及學習守則　Job scope and Academic Regulations**

1. 甲方 系，負責聯繫協調實習有關事項及安排分發丙方至實習單位，並指派輔導教師及熟悉學生來源國語言之專責人員負責輔導丙方之實習。

Clause 2 The Department of [\*] of Party A is responsible for contacting and coordinating matters related to the internship, arranging the distribution of Party C to the internship department, assigning a guidance counselor and a dedicated person who is familiar with the language of the student’s country to provide guidance for Party C’s internship.

乙方負責聯繫協調實習有關事項及指派輔導業師輔導丙方實習，分發實習之地點及實作學習之事務依甲乙雙方協議辦理。

Party B is responsible for contacting and coordinating matters related to the internship and assigning a mentor to provide guidance for Party C’s internship; affairs related to the venue of the internship distribution and practical learning shall be arranged according to the agreements between Party A and Party B.

丙方經甲乙雙方說明已瞭解實作學習課程之內容、津貼與權利義務，並應遵守甲方之分發、輔導，乙方交付之實作學習及遵守乙方之工作守則並注意安全，如有任何問題應即向甲方之輔導教師及乙方之輔導業師反應。

Party C understands the content, allowance, rights, and obligations of the practical learning course after the description provided by Party A and Party B and shall comply with the distribution and guidance of Party A, the practical learning delivered by Party B, and the working rules of Party B, and be aware of safety. If there is any problem, Party C shall immediately reflect to the guidance counselor of Party A and the mentor of Party B.

**實習內容與時數　Internship Content and number of hours**

1. 本契約實習課程相關約定如下：

Clause 3 Agreements related to the internship course under the contract are as follows:

* 1. **實習課程　Internship Course**

專業實習(一)課程(必/選修，上學期9學分)

Professional Internship (I) course (mandatory/selective, 9 credits in the first semester)

專業實習(二)課程(必/選修，下學期9學分)

Professional Internship (II) course (mandatory/selective, 9 credits in the second semester)

* 1. **實習課程起迄日期及地點**

依本契約第一條，如有異動應以書面協議及通知，乙方非經甲方及丙方同意，不得任意調動實習地點。

**The start and end dates of the internship course** are subject to Clause 1 of the contract. Any change shall be agreed upon and notified in writing, and Party B may not change the internship venue at will without consent from Party A and Party C.

* 1. **實習內容　Internship Content**

甲方應提供系所教育之核心能力予乙方，甲乙雙方共同安排實作學習及訓練課程，並應與丙方在學所學之核心能力有關，丙方經甲乙雙方之說明已瞭解並同意實習課程之內容，以及應遵守乙方之工作安全守則。乙方應注意實習場域之安全及風險管控，並遵守相關安全、職場法令及負責丙方實習前之安全講習。

Party A shall provide the core ability of the education of the department to Party B. Party A and Party B shall jointly arrange the practical learning and training course, which shall be related to the core abilities learned by Party C in school. Party C understands and agrees with the content of the internship course after the description of Party A and Party B and shall comply with the rules of work safety of Party B. Party B shall be aware of the safety and risk control of the internship field, comply with relevant safety and workplace laws and regulations, and be responsible for the safety lecture before the internship of Party C.

* 1. **實習時數　Internship Hours**

每學期應提供實作學習18週且每週至少24小時（432小時），上下學期單獨計算。實習期間每日實習(含工讀)總時數不得超過8小時，每週實習(含工讀)總時數不得超過40小時，並嚴禁學生於晚上十點至早晨六點間實習。

Each semester should include 18 weeks of practical, hands‑on learning, with a minimum of 24 hours per week (432 hours total), and the first and second semesters shall be calculated separately. During the internship period, the total hours of daily internship (including part-time jobs) shall not exceed six 8 hours; the total hours of weekly internship (including part-time jobs) shall not exceed 40 hours; students are forbidden to have internships between 10 p.m. to 6 a.m.

* 每日自ＯＯ：ＯＯ起，至ＯＯ：ＯＯ止，每日實習時間計ＯＯ小時
* From\_\_\_ to \_\_\_each day, and the daily internship hours are \_\_\_\_\_\_hours
* 如因丙方每日實習時間不同，詳如附件一
* If the daily internship hours of Party C are different, please refer to Attachment 1 for details
* 如因職務需要採用排班，則以不違反「新南向產學合作國際專班規範」之規定下進行排班
* If shifts are required for duties, the shift arrangement shall not violate the “Regulations for the New Southbound Industry-Academy Cooperation International Specialized Program”

實作學習應包含教育訓練及實務學習，實習時數如遇不可抗力事變致有需要變更丙方時數者，甲乙雙方得以書面協議及通知後副知丙方，丙方有異議時得向甲乙雙方反應，甲方或乙方應儘速處理及回覆之。

Practical learning shall include education, training, and learning through practice. For internship hours, if the number of hours of Party C is required to be changed due to force majeure, Party A and Party B may agree upon and notify in writing and the notify Party C. Party C may reflect to Party A and Party B if he/she has any dissenting opinion, and Party A or Party B shall process and respond as soon as practicably

* 1. **實習守則　Internship Code**

丙方經甲乙雙方說明已瞭解應遵守乙方安排之實習實作，準時參與實習、不遲到、早退，並依乙方之服裝儀容規定穿著，並遵守各項工作規定及接受指導，請假時應經乙方授權之主管同意，非經同意不得任意停止或轉換實習單位，亦不得有損害乙方商譽及甲方校譽之情形。

Party C understands that he/she shall comply with the internship practices arranged by Party B after the description of Party A and Party B, participate in the internship on time without being late or leaving early, dress himself/herself according to the clothing and appearance requirements of Party B, comply with the work requirements and accept guidance. When taking leave, Party C shall receive consent from a supervisor authorized by Party B. Party C may not stop or change the internship department without any consent and may not harm the goodwill of Party B or the reputation of Party A.

**實習報到　Internship Registration**

1. 甲方或乙方應指示及通知丙方實習之報到時間、地點及應備事項，乙方應於丙方報到時即指派專人指導，丙方接獲通知後應遵守指示及通知並進行報到，丙方有不為或遲延報到時，乙方應即通知甲方輔導。

Clause 4 Party A or Party B shall provide the instruction and notice to Party C regarding the registration time, venue, and items to be prepared for the internship. Party B shall assign a dedicated person for guidance upon the registration of Party C. After receiving the notice, Party C shall comply with the instructions and notice for registration. If Party C fails to register or delays the registration, Party B shall immediately notify Party A to provide guidance.

甲方於實習前應檢核丙方之居留證及工作許可函正本無誤(如附件三)；丙方報到時應攜帶前述文件供乙方查驗。於丙方工作許可期限屆至前，甲乙雙方應協助丙方辦理展延。

Before the internship, Party A shall verify the original Alien Resident Certificate (ARC) and work permit letter (as shown in Attachment 3) of Party C. Party C shall bring the above-mentioned documents for registration to be verified by Party B. Before the expiry of Party C’s work permit, Party A and Party B shall assist Party C in applying for the extension.

**實習津貼　Internship Allowance**

1. 實習津貼經甲乙雙方向丙方說明，並經丙方瞭解後，參方約定實習津貼以金融機構轉帳方式直接匯入丙方專屬帳戶。若乙方有與丙方另行簽屬工讀合約之事實，依「新南向產學合作國際專班學生實習及工讀規範」之規定，實習津貼及工讀薪資需分類入帳，不得逕以同一筆薪資總數名義匯入學生帳戶。

Clause 5 After Party A and Party B explain the internship allowance to Party B and the understanding of Party C, the three parties agreed that the internship allowance shall be directly remitted into Party C’s account through financial institution transfers. If Party B otherwise enters into a part-time job contract with Party C, the internship allowance and part-time job salaries shall be accounted for separately according to the “Internship and Part-time Job Regulations for Students of the New Southbound Industry-Academy Cooperation International Specialized Program” and they shall not be remitted into the student’s account in a single entry of salaries at once.

* + - 實習津貼參照勞動部公告之基本工資，參方約定每月實習津貼為新台幣\_\_\_\_\_\_\_\_\_元。
		- The internship allowance referred to the basic wages announced by the Ministry of Labor, and the three parties agreed that the monthly internship allowance is NT$[\*].
		- 實習津貼參照勞動部公告之基本工資，參方約定每小時實習津貼為新台幣\_\_\_\_\_\_\_\_\_元。
		- The internship allowance referred to the basic wages announced by the Ministry of Labor, and the three parties agreed that the internship allowance per hour is NT$[\*].

**保險及福利　Insurance and Welfare**

1. 依教育部之規範，甲方應為丙方投保大專校院校外實習學生團體保險；乙方為丙方投保全民健康保險。

Clause 6 According to the specifications of the Ministry of Education, Party A shall purchase the university and college student group insurance for off-campus internships for Party C, and Party B shall enroll the National Health Insurance for Party C.

1. 膳宿及交通部分，甲乙雙方已向丙方說明，經丙方瞭解後，參方約定：

Clause 7 For meals, accommodation, and transport, after Party A and Party B explain to Party C and the understanding of Party C, the three parties agreed as follows:

* 乙方未為丙方提供住宿、交通車/交通津貼及伙食。
* Party B does not provide accommodation, transport vehicle/transport allowance, or food to Party C
* 乙方為丙方提供：🞎 住宿(或津貼)　🞎 交通車(或津貼)　🞎伙食(或津貼)。
* Party B provides: 🞎 Accommodation (or allowance) 🞎 Transport Vehicle (or allowance)

🞎 Food (or allowance) to Party C

**實習學生輔導　Intern Guidance**

1. 甲方應與乙方共同協商訂定「實習個別訓練計畫」，甲方應為丙方指定輔導教師及熟悉越語之專責人員；乙方應為丙方指定輔導業師。甲乙雙方應為丙方進行實習內容之說明及輔導，促使丙方瞭解實習之內容。甲方應指定輔導教師負責丙方之實習輔導、溝通及聯繫，並進行實地訪視，乙方應予配合。乙方指定之輔導業師負責丙方之實作輔導、溝通，及於丙方表現欠佳、適應不良或其他異常情形時，應知會甲方共同輔導，丙方經輔導欠佳，乙方得予通知甲方後辭退，或丙方因故提出轉職之申請，甲方應於輔導後協助丙方進行轉職。丙方轉職後甲乙雙方視為終止契約，但乙方尚有其他實習學生不在此限。

Clause 8 Party A and Party B shall jointly negotiate and establish the “individual intern training plan.” Party A shall appoint a guidance counselor and a dedicated person who is familiar with Vietnamese for Party C. Party B shall appoint a mentor for Party C. Party A and Party B shall carry out the explanation and guidance of the internship content for Party C to allow Party C to understand the content of the internship. Party A shall appoint a guidance counselor to be responsible for the internship guidance, communication, and contact of Party C and on-site visits, and Party B shall cooperate. The mentor appointed by Party B is responsible for the practical guidance and communication of Party C, and he/she shall notify Party A of joint guidance when Party C has poor performance, poor adaptation, or other anomalies. If Party C has poor performance after the guidance, Party B may dismiss Party C after notifying Party A. If Party C submits a transfer application due to other reasons, Party A shall assist Party C in the transfer after guidance. After the transfer of Party C, it shall be deemed the termination of the contract between Party A and Party B; however, this shall not apply to the circumstances in which Party B has other interns.

甲方依實習課程計畫每學期排定丙方返校，以及年度之實習成果發表會議，乙方及丙方應予配合。

Party A arranges for Party C to return to the school each semester according to the internship course program and the annual internship achievement meeting, and Party B and Party C shall cooperate.

**實習安全之維護　Maintenance of internship safety**

1. 乙方應確保實習環境之安全，依性騷擾防治法、性別平等工作法及性別平等教育法對丙方具有保護義務。丙方於實習期間遭受性騷擾，爰向乙方或甲方申訴時，乙方或甲方應依法採取立即有效之糾正及補救措施。丙方於實習期間遭受性侵害、性騷擾、性霸凌時，乙方應立即通知甲方，使甲方得依校安維護通報系統向主管機關通報。實習訓練期間，如有發生性侵害、性騷擾、性霸凌之情事時，經審查後，甲方依性別平等教育法提請調查時，應請乙方推派代表參與調查會；若由乙方依性別平等工作法進行調查時，亦須邀請甲方代表共同參與調查。

Clause 9 Party B shall ensure the internship environment. According to the Sexual Harassment Act, Act of Gender Equality in Employment, and Gender Equity Education Act, Party B bears the protection obligations for Party C. During the internship period, if Party C is sexually harassed and files a complaint to Party B or Party A, Party B or Party A shall immediately adopt effective correction and remedial measures according to the law. If Party C suffers from sexual assault, sexual harassment, or sexual bullying during the internship period, Party B shall immediately notify Party A to allow Party A to report to the competent authority based on the campus safety maintenance reporting system. During the period of internship training, if sexual assault, sexual harassment, or sexual bullying occurs, when Party B submits the case for investigation according to the Gender Equity Education Act after a review, it shall require Party B to assign a representative to participate in the investigation meeting. If Party B carries out the investigation according to the Act of Gender Equality in Employment, it shall invite the representative of Party A to jointly participate in the investigation.

**實習申訴機制　Internship Complaint System**

1. 依勞動部所訂「勞動教育促進綱領」，為保障丙方勞動權益，乙方如有工會，應告知工會實習人才培育事宜及人數。

Clause 10 According to the “Labor Education Improvement Guiding Principles,” to protect the labor interests of Party C, if Party B has a labor union, it shall inform the labor union of the internship talent cultivation matters and the number of persons.

1. 丙方與乙方如因實習糾紛或有爭議情事，依教育部之規定應給予丙方申訴之機會，甲方得商請乙方到校參加各級校外實習委員會，甲方與乙方得各自推派代表1員及共同推舉代表1員與會，進行申訴討論時應有法律專家在場，如未為推舉或無法共同推舉，由甲方校外實習委員會聘任之校外法律專家充之。

Clause 11 If Party C and Party B have any internship disputes or arguments, a complaint opportunity shall be granted to Party C according to the requirements of the Ministry of Education. Party A may invite Party B to the school to participate in different levels of off-campus internship committee meetings. Party A and Party B may assign a representative, respectively, and jointly assign one representative to participate in the meetings, and there shall be a legal professional in place for the discussions of the complaint. If no assignment or joint assignment is made, the external legal professional employed by the off-campus internship committee of Party A shall be in place.

**實習考核及證明　Internship Evaluation and Certification**

1. 丙方於實習期間表現或適應欠佳，乙方應知會甲方共同輔導協商處理，經輔導仍未改善者，乙方得予通知甲方後辭退或經甲方取消丙方之實習資格。

Clause 12 If Party C has poor performance or adaptation during the internship period, Party B shall notify Party A of joint guidance, negotiation, and process. If no improvement is made after the guidance, Party B may dismiss Party C after notifying Party A or cancel the internship qualification through Party A.

甲乙雙方應定期考核丙方之實習情形，並於每學期實習結束前共同考核丙方之實習成效及進行評分，考評之方式及給分比例依甲方之評核規定辦理，乙方應予配合。丙方應依甲、乙方之考評規範繳交實習週報、實習心得報告及遵守職場規範，並應參加期末之實習成果發表。

Party A and Party B shall regularly perform the evaluation of Party C’s internship and jointly perform the evaluation of the internship achievements and rating of Party C before the end of the internship of each semester; the evaluation method and scoring ratio shall be subject to the evaluation requirements of Part A, and Party B shall cooperate. Party C shall submit the weekly internship report and internship feedback report according to the evaluation specifications of Party A and Party B and participate in the internship achievement presentation at the end of the semester.

甲、乙雙方向丙方說明，並經丙方瞭解，基於實習為學習之性質，乙方不得以其業績額度要求，為丙方考核之唯一標準。

After Party A and Party B explain to Party C and the understanding of Party C, Party B may not adopt the requirements for the performance as the sole standard for the evaluation of Party C as the internship is in the nature of learning.

乙方應依各系之規範，按月或於學期結束前提供甲方關於丙方之工時證明，實習結束後，甲方或乙方應協議發給丙方實習證明，實習證明之格式依甲方之規定辦理。

Party B shall provide the certificate of working hours of Party C to Party A monthly or before the end of the semester according to the specifications of different departments. After the end of the internship, Party A or Party B shall agree on the issuance of an internship certificate to Party C, and the format of the internship certificate shall be subject to Party A’s requirements.

**智慧財產權之權利歸屬　Attribution of Intellectual Property Rights**

1. 經甲乙雙方向丙方說明，參方約定如後：

Clause 13 After Party A and Party B explain to Party C, the three parties agreed as follows:

* 丙方因實習工作所衍生之智慧財產權，不論其形式，若無事前協議，則均歸屬於乙方所有。如需申請者，甲方或丙方應配合辦理。
* Intellectual property rights derived from the internship of Party C, regardless of the form, shall be attributed to Party B if there is no prior agreement.
* 丙方因實習工作所衍生之智慧財產權，依其形式，歸屬於乙、丙方共同所有。
* Intellectual property rights derived from the internship of Party C shall be jointly owned by Party B and Party C based on the form.
* 丙方因實習工作所衍生之智慧財產權，不論其形式，歸屬於乙方所有。
* Intellectual property rights derived from the internship of Party C shall be attributed to Party B regardless of the form.
* 丙方因實習工作所衍生之智慧財產權，依其形式，歸屬於丙方所有。
* Intellectual property rights derived from the internship of Party C shall be attributed to Party C based on the form.

**資訊及個人資料之保護　Protection of information and personal data**

1. 甲、乙雙方及丙方，於履行本契約應踐行資訊及個人資料之保護，如發現有資訊安全或個人資料外洩之虞，應立即採取必要之防制措施，並即時通報以協助進行相關處理程序，防範或防止損害之擴大。

Clause 14 Party A, Party B, and Party C shall implement the protection of information and personal data when performing the contract. If there is any concern of information security or personal data leakage, necessary control measures shall be adopted immediately, and immediate reports shall be made to assist in relevant handling procedures, control, or the prevention of the expansion of damages.

乙方為辦理實習合作事項倘需蒐集丙方之個人資料，應依個人資料保護法規定將丙方之個資權益事項踐行告知義務，甲方應協助丙方知悉，若乙方因本契約而有必要蒐集、處理與利用丙方法定代理人之個人資料時，亦應取得其書面同意。甲、乙雙方向丙方說明，並經丙方瞭解，於履行本契約期間，為履行本契約義務而取得前述個人資料時，應依法善盡嚴守保密責任，非經合法授權不得洩露與第三人知悉或任意移作他用。

If Party B is required to collect the personal data of Party C to organize the internship cooperation matters, it shall fulfill the informing obligations for the personal data rights and interests of Party C according to the Personal Data Protection Act, and Party A shall assist in Party C for acknowledgment. If Party B is required to collect, process, and use the personal data of the legal representative of Party C due to the contract, it shall also obtain written consent. After Party A and Party B explain to Party C and the understanding of Party C, when obtaining the abovementioned personal data for fulfilling the obligations under the contract during the period of the performance of the contract, the confidentiality responsibilities shall be strictly kept according to the law, and such data shall not be leaked to any third party for acknowledgment or use at will without any legal authorization.

**保密義務　Confidentiality Obligation**

1. 甲乙丙參方因履行本契約實習課程知悉之業務機密，包含但不限於一方或ㄧ方客戶之資料，非經同意，無論於履約期間或履約終了後，均不得洩漏予任何第三人或自行加以使用，亦不得將實習內容揭露、轉述或公開發表。甲方依教育部實習手冊之規範辦理實習成果發表，應以書面通知乙方，丙方於實習心得發表時應注意業務機密之保護，必要時丙方之內容得經乙方要求審視後發表。

Clause 15 For business secrets acknowledged by Party A, Party B, and Party C due to the performance of the internship course under the contract, including but not limited to the data of one party or customers of one party, they shall not be leaked to any third party or be used during the contract performance period or after the end of the contract performance without any consent, and the internship content shall not be disclosed, transcribed, or published. When Party A organizes the internship achievement presentation according to the requirements of the internship handbook of the Ministry of Education, it shall notify Party B in writing. Party C shall be aware of the protection of business secrets during the presentation of internship feedback, and the content of Party C may be published after being reviewed by Party B as required when necessary.

**損害賠償　Damage Compensation**

1. 甲、乙雙方向丙方說明，並經丙方瞭解，於履行本契約期間，丙方因學習訓練活動造成乙方不法侵害，限於故意或重大過失所致，負賠償責任。

Clause 16 After Party A and Party B explain to Party C and the understanding of Party C, if Party C causes any illegal infringement to Party B due to learning and training activities during the period of contract performance, limited to intentional or material mistakes, it shall be responsible for compensation.

**實習期滿職務交代　Handover of duties at the end of the internship**

1. 甲、乙雙方向丙方說明，並經丙方瞭解，於履行本契約期滿應將業務上所掌管之文件、資料、圖表、物品、財產等歸還於乙方，並辦妥職務交代相關手續，丙方於履行本契約期間對於乙方提供實習中所須應用之器材及物品，如因故意或重大過失致有毀損或致乙方權益受損者，丙方應負賠償責任，乙方並得予書面通知甲、丙方終止本實習契約。

Clause 17 After Party A and Party B explain to Party C the understanding of Party C, documents, data, chats, items, and properties held by Party C for business shall be returned to Party B upon the expiry of the contract period, and procedures related to the handover of duties shall be performed. Regarding tools and items required for the internship provided by Party B, if there is any damage or harm to the rights and interests of Party B due to intentional or material mistakes of Party C during the performance period of the contract, Party C shall be responsible for the compensation, and Party B may notify Party A and Party C in writing of the termination of the internship contract.

**權利讓與　Right Transfer**

1. 本契約之權利義務，非經甲乙丙參方書面同意，不得轉讓。

Clause 18 Rights and obligations of the contract may not be transferred without the written consent of Party A, Party B, and Party C.

**其他約定　Other Agreements**

1. 於履行本契約時，不得違反法令強制或禁止規定、公共秩序及善良風俗，並應遵循主管機關訂定之相關法令規定。

Clause 19 No party shall violate the enforcement or prohibition requirements under laws and regulations, public order, or good morals when performing the contract, and the parties shall comply with relevant laws and regulations established by the competent authority.

依「新南向產學合作國際專班規範」之規定，學生實習時數已達每週40小時之上限，不得再與學生簽訂工讀合約，以免違反主管機關訂定之相關法令規定。

According to the requirements of the “Regulations for the New Southbound Industry-Academy Cooperation International Specialized Program,” if the internship hours of a student reach the limit of 40 hours weekly, no part-time job contract shall be entered into with the student to avoid the violation of relevant laws and regulations established by the competent authority.

為達議約經濟性，本契約標的之實習課程為開放性契約，乙方得於容納實習訓量之原則下，在履約期間接受甲方之轉職學生，或丙方之離職，並仍依本契約為主約，甲、乙雙方應以書面或公函（如附件二）合意增修本契約關於丙方之資料，即學生轉離時，於附件一之備考欄填註離職期日，學生轉入時於前揭附件增列丙方姓名資料，並註明起迄日期，從而以附加附件之方式逕行換約，毋庸再訂新約。有關校外實習課程未盡事宜，甲、乙雙方向丙方說明，並經丙方瞭解，得視產業需求、情事變更以書面協議後合意修定，並副知丙方。

To achieve the negotiation economy, the internship course of the contract target is an open contract. Party B may accept transfer students of Party A or the resignation of Party C during the contract performance period under the principle of available internship volume, and the contract shall remain as the main contract. Party A and Party B shall agree upon the addition or amendments to the data of Party C in the contract in writing or with an official letter (as shown in Attachment 2). That is, when the student is transferred, mark the resignation date in the remark column in Attachment 1, add the name and data of Party C when a student is transferred in, and mark the start and end dates so as to change the contract through additional attachments without establishing a new contract. For unaddressed matters of the off-campus internship course, after Party A and Party B explain to Party C and the understanding of Party C, they may be amended or established in writing subject to the industry requirements and changes in circumstances, and a carbon copy shall be provided to Party C.

**實習回饋問卷　Internship feedback questionnaire**

1. 乙方同意於實習課程結束後，應配合參酌丙方之表現，以及丙方應同意依實習情形，填寫甲方所指定之滿意度調查問卷，以為課程改進之參考。丙方亦配合請家長填寫甲方指定之滿意度調查問卷，以提供甲乙雙方修正實習課程之參考。

Clause 20 Party B and Party C agreed to fill out the satisfaction survey questionnaire designated by Party A with reference to the performance of Party C and based on the internship status, respectively, after the end of the internship course to serve as the reference for the improvement of the course. Party C also cooperates and requires his/her parents to fill out the satisfaction survey questionnaire designated by Party A to serve as the reference for Party A and Party B to revise the internship course.

**留任管理　Retention Management**

1. 甲、乙雙方向丙方說明，並經丙方瞭解，參方約定如後：

Clause 21 After the explanation of Party A and Party B to Party C and the understanding of Party C, the three parties agreed as follows:

* 畢業後留任，實習年資併計。
* Stay after graduation, and the internship seniority is included in the calculation.
* 畢業後留任，留任年資重新起算。
* Stay after graduation, and the retention seniority shall be counted as new.
* 其他：視畢業當時市場環境及學生表現而訂。
* Others: Establish subject to the market environment and the student’s performance at the time of graduation.

**契約修訂及合約終止　Contract Amendment and Contract Termination**

1. 甲、乙雙方向丙方說明，並經丙方瞭解，於履行本契約期間本契約及其附件之修訂，應經甲乙雙方以書面方式為之並副知丙方，否則不生效力。

Clause 22 After the explanation of Party A and Party B to Party C and the understanding of Party C, the amendments to the contract and its attachments during the period of the contract shall be made between Party A and Party B in writing, and a carbon copy shall be sent to Party C, or else the amendments shall be deemed invalid.

甲、乙雙方向丙方說明，並經丙方瞭解，除本契約另有約定外，一方欲提前終止某一方之約定，至少應於一週以前書面通知他方。

After the explanation of Party A and Party B to Party C and the understanding of Party C, except for otherwise agreed in the contract, if one party intends to terminate an agreement with another party, it shall notify the other party in writing one week ahead.

**契約構成　Contract Constitution**

1. 本契約條款、相關附件及書面協議合意修正之文件，均為本契約之一部分，構成完整契約。

Clause 23 The clauses of the contract, relevant attachments, and documents for the consensus of the amendments to the written agreement are a part of the contract and constitute the complete contract.

**準據法及契約爭議之處理　Governing Law and the handling of contract disputes**

1. 本契約如有未盡事宜或對內容之解釋產生疑義，影響契約之履行時，甲乙雙方已向丙方說明，並經丙方瞭解，應本於平等互惠及誠信原則，共同協議解決，其協議內容亦為本契約之一部分。本契約之準據法為中華民國民法、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法令及教育部主管機關之函釋。

Clause 24 If there is any unaddressed matter or any suspicion on the explanation of the content that affects the performance of the contract, Party A and Party B have explained to Party C, and Party C understood that the principles of equality, mutual benefits, and ethics shall be adopted to jointly negotiate for a solution, and the content of the negotiation also forms a part of the contract. The governing laws of the contract are the laws of the Republic of China, Industry Cooperation Regulations Above Junior College, Labor Standards Act, Labor Insurance Act, Labor Occupational Accident Insurance and Protection Act, Employment Insurance Act, Labor Pension Act, other laws and regulations, and letter interpretations of the Ministry of Education and competent authorities.

**合意管轄　Consent Jurisdiction**

1. 因本契約所生事項涉訟時，參方合意以臺灣臺北地方法院為第一審管轄法院。

Clause 25 If litigations are involved due to matters derived from the contract, the three parties agreed that the Taiwan Taipei District Court shall be the governing court for the first trial.

**契約執存　Contract Preservation**

1. 本契約書正本壹式參份，由甲乙丙參方各執壹份為憑，丙方之契約正本得以各系之公告為憑。

Clause 26 The contract is made the triplet, and Party A, Party B, and Party C shall each keep one for future reference. The original contract of Party C may be made through the announcement of the department.

**立契約書人　(Parties)　：**

|  |  |
| --- | --- |
| 甲　方(Party A): | 德明財經科技大學 (Takming University of Science and Technology) |
|  |  |
| 代表人 (Representative): | 校長　李志宏(President Li, Chih-Hung) |
|  |  |
| 地　址 (Address): | 臺北市內湖區環山路一段56號 (No. 56, Sec. 1, Huanshan Rd., Neihu Dist., Taipei City. ) |
|  |  |
| 統一編號(Unified Business No. ): | 03812501 |
|  |  |
| 聯絡人 (Visiting Instructor): |  |
|  |  |
| 聯絡電話(Tel. ): | (02)2658-5801 分機ext.0000 |

|  |  |
| --- | --- |
| 乙　方 (Party B): |  |
|  |  |
| 代表人 (Representative): |  |
|  |  |
| 地　址 (Address): |  |
|  |  |
| 統一編號 (Unified Business No. ): |  |
|  |  |
| 聯絡人 (Visiting Instructor): |  |
|  |  |
| 聯絡電話 (Tel. ): |  |

|  |  |
| --- | --- |
| 丙　方(Party C): |  |
|  |  |
| 實習學生姓名(Name): | *(請簽中文名及本名)**(Please sign the Chinese name and the real name)* |
|  |  |
| 地　址 (Address): | 臺北市內湖區環山路一段56號 (No. 56, Sec. 1, Huanshan Rd., Neihu Dist., Taipei City. ) |
|  |  |
| 聯絡人 (Visiting Instructor): | 德明財經科技大學 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_系 (Department of of Takming University of Science and Technology) |
|  |  |
| 聯絡電話 (Tel. ): | (02)2658-5801 分機ext. 0000 |

中華民國 年 月 日

(Date)　　ＹＹＹＹ　　MM　　DD

**附件一 　Attachment 1**

**附件一：**丙方實習學生名冊及簽章冊List of interns and signature book of party C

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 學系Department | 學號Student No. | 姓名Name | 學生（丙方）簽章Student (party C) signed | 備考Remarks |
| oooooo系ooo Department | D10617000 | 蔡oo |  |  |
| oooooo系ooo Department | D10617000 | 蔡oo |  |  |
| oooooo系ooo Department | D10617000 | 魏00 |  |  |
| Total合計 |  o 人person  |

註：建議將全學年、上學期、下學期實習學生分別造冊，表格請自行延伸、多餘之表格請刪除（人數多請列附件）

Note: It is recommended to compile separate lists for internship students for the entire academic year, the first semester, and the second semester. Please extend the form as needed and delete any extra forms. (Please attach a form if there are many students.)

**附件二 　Attachment 2**

**附件二：實習學生實習起迄時間、地點、時數、津貼一覽表**

**Attachment 2: Overview of the Start/End Time, Venue, Hours, and Allowance for the Internship of the Student**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 學系Department | 學號Student No. | 姓名Name | 實習起迄時間Start/End Time | 實習地點Internship Venue | 實習時數Internship Hours | 實習時間Internship Time | 實習津貼Internship Allowance | 備考Remarks |
| OOOO系Department of [\*] | D1XXXXXXX | ooo | 年 月 日起至 年 月 日 止From [\*] to [\*] | oo分行[\*] Branch | 每學期實習時數為648小時，上下學期單獨計算。每天最多實習8小時。每週最多實習40小時。The internship hours for each semester are 648 hours, and the hours are calculated separately for the first and second semesters.The internship shall be up to 8 hours per day.The internship shall be up to 40 hours per week. | 每日自ＯＯ：ＯＯ起，至ＯＯ：ＯＯ止，每日實習時間計ＯＯ小時。From [\*] to [\*] each day; [\*] hours of internship per day. | 新台幣 00000 元/月新台幣 00000 元/時NT$[\*]/monthNT$[\*]/hour |  |

註：實習學生每人一份合約

Note: Each student shall have one contract for the internship

**附件三 　Attachment 3**

**德明財經科技大學 OO系　函**

**Letter from the Department of [\*] of Takming University of Science and Technology**

地址：台北市內湖區環山路一段五十六號

Address: No. 56, Sec. 1, Huanshan Rd., Neihu Dist., Taipei City.

聯絡人：ooo老師

Contact: Teacher [\*]

聯絡電話：02-26585801分機

Tel.: 02-26585801 ext. [\*]

電子信箱：mmm @takming.edu.tw

E-mail: mmm @takming.edu.tw

受文者：如配當表

Addressee: As per the allocation table

發文日期：中華民國000年0月00日

Issue date: [\*]

發文字號：oo字第0000000000號

Issue No.: [\*]-Zi No. [\*]

速別：普通件

Urgency: General

密等及解密條件或保密期限：普通

Confidentiality level and decryption conditions or confidentiality period: General

附件：契約修正附件（異動學生名冊）

Attachment: Amendment attachment to the contract (changed student list)

**主旨**：檢送實習契約「修正學生名冊」乙份，請惠予併同主契約存查。

Subject: An “amended student list” of the internship contract is enclosed; please keep it with the main contract for future reference.

**說明：　Description:**

1. 貴我雙方約定，於貴公司容納實習訓量之原則下，在履約期間接受我方之轉職學生，或實習學生離職時，仍依約定之契約為主約，貴我雙方同意以書面或公函之方式修正本契約關於實習學生之資料，其增產學合作經濟及便利性。

Based on our agreements and under the principle of the available internship volume of the Company, when accepting our transfer students or when internship students resign during the contract performance period, the contract agreed upon shall remain as the main contract, and we have agreed to amend the data on internship students of the contract in writing or through official letters, which improved the industry-academy cooperation economy and convenience.

1. 為落實學生輔導及適性發展，實習學生有轉離到職之情形，本契約附件學生名冊有配合修正之必要，請惠併主契約存查。

To implement student consultation and adaptive development, there are transfers, resignations, and arrival of internship students, and it is necessary to amend the student list in the attachment of the contract; please keep the list with the contract for future reference.

正本：如配當表

Original: As per the allocation list

副本：德明財經科技大學00系

Duplicate: Department of [\*] of Takming University of Science and Technology

**系主任　Department Chair**

丙方實習學生異動及簽章冊

List of Party C Internship Students and Signature/Seal

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 學系Department | 學號Student No. | 姓名Name | 學生（丙方）簽章(本名及中文名)Signature and seal of the student (Party C)(real name and Chinese name) | 備考Remarks |
|  |  |  | (簽名)(Signature) | 109年0月0日離職Resigned on [\*] 2020 |
|  |  |  | (簽名)(Signature) | 109年0月0日轉職報到Transferred and reported to work on [8] 2020 |
| 合計Total |  離職 人、轉職報到 人[\*] persons resigned, and [\*] persons transferred and reported to work |

註：請惠予併主契約留存，替代換約。

Note: Please keep with the main contract to replace contract exchanges.

丙方轉職實習學生實習起迄時間、地點、時數、津貼一覽表

Overview of the Start/End Time, Venue, Hours, and Allowance for the Internship of the Party C Student

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **學系****Department** | **學號****Student No.** | **姓名****Name** | **實習起迄時間****Start/end time of the internship** | **實習地點****Internship venue** | **實習時數****Internship hours** | **實習時間****Internship time** | **實習津貼****Internship allowance** | **備考****Remarks** |
|  |  | ABCDE | 年 月 日起至 年 月 日 止From [\*] to [\*] |  | 至少648小時18週且每週至少24小時At least 648 hours for 18 weeks and at least 24 hours for each week | 每日自ＯＯ：ＯＯ起，至ＯＯ：ＯＯ止，每日實習時間計ＯＯ小時。From [\*] to [\*] each day, and the internship time is [\*] hours per day. | 月薪　Monthly salary　新台幣 元/月NT&[\*]/month時薪　Hourly salary新台幣 元/時NT$[\*]/hour獎助金　Scholarship and grant　新台幣 元/月NT&[\*]/month以學習為主，參方約定無實習津貼。Mainly focus on learning, and the three parties agreed that there is no internship allowance. | 無實習津貼時，請學生簽名When there is no internship allowance, the student shall sign |
| 合計： 人Total: [\*] persons |

註：建議將全學年、上學期、下學期實習學生分別造冊，表格請自行延伸、多餘之表格請刪除

Note: It is recommended to make the list for the full school year, the first semester, and the second semester separately. Please add the chart and delete the additional chart.附件三：實習學生應備文件檢核表

Attachment 3: Checklist for Documents for Internship Students

|  |  |  |
| --- | --- | --- |
| **編號****No.** | **文件名稱****Document** | **正確無誤請打勾****Check if there is no error** |
| 1 | 居留證　ARC　證號：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| 2 | 工作許可函正本　Original work permit letter　證號：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_有效期限至\_\_\_\_\_年\_\_\_\_月\_\_\_\_日Valid until [\*] |  |

檢核人(請簽名或蓋章)：

Inspector (please sign or affix a seal):

附件四：返校日調查表

Attachment 4: School Return Checklist

|  |
| --- |
| **請於可返校時日打勾****Check on the time/date available for returning to the school** |
| 星期一 □上午 □下午Monday □ Morning □ Afternoon星期二 □上午 □下午Tuesday □ Morning □ Afternoon星期三 □上午 □下午Wednesday □ Morning □ Afternoon星期四 □上午 □下午Thursday □ Morning □ Afternoon星期五 □上午 □下午Friday □ Morning □ Afternoon |

乙方檢核人(請簽名或蓋公司章)：

Inspector of Party B (please sign or affix the corporate seal):