

113 學年度 義守大學國際商務學系學生校外實習合約書(非僱傭關係版本)

立合約書人：_____公司(以下簡稱甲方)

義守大學

(以下簡稱乙方)

國際商務學系學生_____ (以下簡稱丙方)

依「專科以上學校產學合作實施辦法」規定，採一般型校外實習，甲乙丙三方為單純學習訓練關係(不具僱傭關係)，基於培訓人才，共同推展實習合作教學與實務訓練之互惠原則，協議訂定下列事項，共同遵循。

一、實習合作職責：

甲方：

- (一) 參與校外實習課程規劃，並依學生個別實習計畫提供丙方相關實務訓練，安排實習單位分配、實習時段以進行各種實務技能訓練培育人才。
- (二) 負責丙方實習前之安全講習、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。
- (三) 接受乙方定期實地訪視，並與乙方指派之實習輔導教師共同負責輔導丙方，及參與實習成績考核。

乙方：

- (一) 承辦丙方實習有關業務及聯繫，實習輔導教師負責指導丙方校外實習。
- (二) 依專科以上學校產學合作實施辦法第 6 條成立系級校外實習委員會，並負責校外實習機制相關任務事項。
- (三) 依系科發展及專業核心能力妥善規劃校外實習課程，並於實習前為丙方訂定「學生個別實習計畫」。
- (四) 乙方負責進行甲方實習機構場所環境安全性及實習權益之評估。
- (五) 乙方應指派實習輔導教師，定期赴甲方進行實地訪視及輔導，瞭解丙方學習適應狀況及甲方依實習合約執行之情形，並與甲方共同輔導丙方。

丙方：至甲方所屬單位進行實習時，應遵守甲方內部規定，並接受甲方之實習安排及指導。

二、實習期間及實習時間：

(一)實習期間：自民國_____年_____月_____日至民國_____年_____月_____日止。

(二)實習時間：自_____時_____分開始至_____時_____分結束。(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。但乙方辦理校外實習屬各類專門職業及技術人員考試所訂應考資格條件，不在此限。)

三、丙方校外實習內容、地點、實習課程名稱/學分數及時數：

(一)實習內容為_____。甲方不得要求丙方提供實習內容以外之勞務提供或工作。

(二)實習地點：○○公司(○○縣(市)○○區○○路(街)○○號○○樓)。實習場所以不影響丙方健康及安全之工作環境為原則，並不得要求丙方協助從事違法行為，且非經乙方及丙方同意，不得任意調動實習地點。

(三) 實習課程名稱/學分數: _____ / _____ 學分。

(四) 實習時數 _____ 小時。

四、實習給付及相關福利事項：

(一) 實習給付：☐無 ☐獎學金/ ☐實習津貼，每月 _____ 元。甲方提供之實習給付應全額付予丙方，並以金融機構轉存方式直接匯入丙方帳戶。

(二) 膳食：☐無 ☐免費提供 ☐付費提供，每月 _____ 元。

(三) 住宿：☐無 ☐免費提供 ☐付費提供，每月 _____ 元。

(四) 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。

(五) 其他公司福利：_____

(六) 休息時間及請假規定：由甲乙雙方協議，依丙方個別實習計畫安排及配合實習場域實務訓練所需，議定合理之休息時間及請假規定。如有未盡事宜，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。

五、保險：

☐ 學生實習期間，由甲方為丙方辦理意外傷害險，並提供投保證明。

☐ 學生實習期間，由乙方為丙方辦理意外傷害險及學生平安保險。

☐ 學生實習期間，由丙方辦理意外傷害險及學生平安保險。

六、實習報到：

(一) 乙方於實習前應將丙方報到資料提供予甲方。

(二) 甲方於丙方報到時，應即給予職前安全講習(含實習場所安全防護設備之配置及相關安全措施之規劃)，並派專人指導。

七、實習學生輔導：

(一) 甲方實習單位應提供專業指導、訓練、生活及工作輔導，若丙方表現或適應欠佳時，由甲方知會乙方共同處理，如經乙方評估或丙方反映仍不適應，乙方及丙方得提出終止合約，乙方應安排丙方轉銜至其他實習機構或修習其他替代課程。

(二) 實習期間乙方不定期安排實習輔導教師赴甲方訪視丙方，負責校外實習輔導、溝通、聯繫工作。

八、實習考核：

(一) 由甲方及乙方實習輔導教師共同評量實習成績。

(二) 課程成績評核方式為由甲方就丙方之實習成效予以評分，乙方實習輔導教師得就其訪視結果、實習機構考核丙方之成績、心得報告或自我表現評估等，給予實習課程成績。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。

九、糾紛或爭議處理：

(一) 由甲乙丙三方協商處理，乙方及丙方並得提請系級校外實習委員會處理。

(二) 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。

十、契約生效、終止及解除：

(一) 本合約書自簽署完成之日起生效。

(二) 甲乙丙三方應約定合約終止及解除條件；如甲方違反本合約之約定或有嚴重損害丙方權益情事，乙丙方得要求終止或解除合約，並依法向甲方提出損害賠償。

十一、本合約如有臨時變動或未盡事宜，依專科以上學校產學合作實施辦法等相關規定辦理。

十二、甲乙丙三方因本合約發生訴訟時，同意以臺灣橋頭地方法院為第一審管轄法院。

十三、本合約書一式三份，甲乙丙三方各執一份。

立合約書人：

甲方：

負責人：

職稱：

電話：

地址：

統一編號：

丙方：(學生姓名)

身分證字號：

出生年月日：

戶籍地址：

電話：

緊急聯絡人：

戶籍地址：

電話：

乙方：義守大學

代表人：古源光

職稱：校長

電話：07-6577711

地址：840 高雄市大樹區學城路一段 1 號

統一編號：07927743

執行學生校外實習系所：國際商務學系

聯絡人：拾己宇 主任

聯絡人電話：07-6577711 分機 5801

中 華 民 國 年 月 日

I-SHOU UNIVERSITY
Off-campus Student Internship Agreement without Employment
Relationship in Academic Year XXXX

Parties to this Agreement: _____ (hereinafter referred to as Party A)
I-Shou University (hereinafter referred to as Party B)
_____ of the Department of _____ (hereinafter
referred to as Party C)

Following the Implementation Regulations for Industry-Academia Collaboration of Institutions of Higher Education, Party A, Party B, and Party C establish a relationship that focuses solely on learning and training (without an employment relationship). Based on the principles of talent cultivation and mutual benefit in promoting internship collaboration, teaching, and practical training, all parties agree to abide by the terms and conditions below.

I. Responsibilities and Obligations:

Party A:

1. To assist in planning the off-campus internship course, provide practical training in accordance with Party C's internship plan, assign an internship position, and arrange a schedule for skills development and training;
2. To be responsible for conducting pre-internship safety training, providing necessary safety equipment, and implementing occupational health and safety measures; and
3. To permit Party B to conduct regular on-site visits for intern supervision and work with the designated internship advisors to assist Party C and evaluate Party C's performance.

Party B:

1. To handle all administrative matters and correspondence related to Party C's internship, including assigning internship advisors for student guidance and counseling;
2. To set up an off-campus student internship committee at the department level under Article 6 of the Implementation Regulations for Industry-Academia Collaboration of Institutions of Higher Education and handle all matters related to off-campus student internships;
3. To properly design off-campus internship courses that align with departmental goals and core competencies and draw up a personal internship plan for Party C before the internship begins;
4. To conduct safety and rights assessments of Party A's internship environment; and
5. To assign internship advisors for regular visits to Party A to monitor Party C's progress and Party A's adherence to this Agreement and jointly offer guidance and counseling to Party C with Party A.

Party C: To comply with the internal rules of Party A and follow all work arrangements and instructions during the internship at Party A's premises.

II. Internship Period and Working Hours:

1. Internship Period: From ____ (Year) / ____ (Month) / ____ (Day)
To ____ (Year) / ____ (Month) / ____ (Day).

2. Working Hours: From ____:____ (HH:MM) to ____:____ (HH:MM). Party A and Party B shall consider the practical training needs and the well-being of Party C, arranging daily working hours not to exceed eight and weekly working hours not to exceed forty. In addition, Party C shall not work between 10 p.m. and 6 a.m. every day. However, this restriction is not applicable if Party B's off-campus internships are required to meet eligibility conditions for various professional and technical examinations.

III. Internship Content, Location, Title of the Internship Course & Number of Credits, and Working Hours of Party C:

1. Internship content: _____.
Party A shall not ask Party C to perform services or work outside the scope of the internship.
2. Location: Party A shall provide a work environment that does not jeopardize Party C's health and safety and shall not require Party C to engage in any illegal activities. Furthermore, the internship location shall not be unilaterally changed without the consent of Party B and Party C.
3. The title of the internship course & number of credits: /.
4. Internship hours: ____ hours.

IV. Stipend and Benefits:

1. Stipend: ☐ None ☐ Scholarship ☐ NT\$_____ per month. The stipend provided by Party A shall be paid in full to Party C and directly remitted to Party C's account via financial institution transfer.
2. Meals: ☐ None ☐ Provided free of charge ☐ Provided with an extra charge, NT\$_____ per month
3. Accommodation: ☐ None ☐ Provided free of charge ☐ Provided with an extra charge, NT\$_____ per month
4. Shuttle service/travel allowance: ☐ None ☐ Provided free of charge ☐ Provided with an extra charge, NT\$_____ per month ☐ A travel allowance of NT\$_____ per month
5. Other Benefits:
6. Breaks and Leave Policies: Party A and Party B shall agree upon reasonable breaks and leave policies based on Party C's internship plan and practical training needs at the internship location. Matters not mentioned herein, if any, shall be handled following the applicable labor laws, such as the Labor Standards Act, the Gender Equality in Employment Act, and the Regulations of Leave-Taking of Workers.

V. Insurance:

- ☐ During the internship period, Party A shall arrange accident insurance for Party C and provide proof of insurance.
- ☐ During the internship period, Party B shall arrange accident insurance and student group insurance for Party C.
- ☐ During the internship period, Party C shall arrange accident insurance and student group insurance for himself/herself.

VI. Reporting for Duty:

1. Party B shall provide Party A with the documents about reporting for duty of Party C before the

internship starts.

2. Party A shall give Party C safety training (including the safety equipment and security measures in the work environment) and assign a person to give instructions when Party C reports for duty.

VII. Guidance and Counseling to Interns:

1. The internship provider of Party A shall offer professional instructions, training, guidance, and counseling on everyday life and work. If Party C shows poor performance or difficulty adapting, Party A shall notify Party B to address the issue together. If, following Party B's evaluation or Party C's feedback, Party C is still unable to adapt, Party B and Party C may terminate this Agreement, and Party B shall arrange for Party C to transfer to another internship provider or to take an alternative course.
2. Party B shall have internship advisors visit Party C at Party A's premises at irregular intervals during the internship period. Internship advisors are responsible for off-campus internship guidance and counseling, communication, and correspondence.

VIII. Internship Evaluation:

1. Party C shall be subject to an evaluation by both Party A and the internship advisors of Party B.
2. Party A shall evaluate and score Party C based on the internship performance and outcomes, while the internship advisors of Party B evaluate and score Party C based on their visits, the evaluation results of Party A, and Party C's reflections or self-evaluation report. Interns who pass the evaluation will be awarded credits and may, if needed, receive a written internship certificate.

IX. Disagreement or Disputes:

1. Any disagreement or disputes shall be negotiated and settled amicably by all parties, and Party B and Party C may refer the disagreement or dispute to the competent department-level off-campus student internship committee for settlement.
2. During the dispute resolution process, relevant personnel shall be invited to participate, and labor law experts or scholars may be invited if necessary.

X. Agreement Effectiveness, Termination, and Amendments:

1. This Agreement shall take effect upon signing.
2. Party A, Party B, and Party C shall agree on the terms and conditions for termination and rescission of this Agreement. If Party A violates the terms or conditions of this Agreement or seriously infringes upon Party C's rights, Party B and Party C may request to terminate or rescind this Agreement and seek compensation from Party A according to law.

XI. Any temporary changes to this Agreement or matters not mentioned herein shall be handled in accordance with the applicable laws, including the Implementation Regulations for Industry-Academia Collaboration of Institutions of Higher Education.

XII. In case of any dispute or disagreement arising out of or in connection with this Agreement, all parties agree that Taiwan Ciaotou District Court is the court of first instance.

XIII. This Agreement is made in triplicate, and each party holds one copy thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

Party A:

Representative:

Title:

Tel.:

Address:

Unified Business No.:

Party C: (Student's name)

National ID No. (ARC No.):

Date of Birth:

Permanent Address:

Tel.:

Name of Emergency Contact:

Permanent Address:

Contact Phone No.:

Party B: I-Shou University

Representative: Yuan-Kuang Guu

Title: President

Tel.: 886-7-6577711

Address: No.1, Sec.1, Syuecheng Rd., Dashu Dist., Kaohsiung City 84001, Taiwan (R.O.C.)

Unified Business No.: 07927743

Responsible Department:

Contact Person:

Contact Phone No.:

Date: (Y) / (M) / (D)