

113 學年度 義守大學國際商務學系學生校外實習合約書(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」及「勞動基準法」等相關勞動法令規定，採工作型校外實習，由甲方聘任丙方為正式員工(具僱傭關係)，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。(甲方對丙方之實習時間應依勞動相關法令之規定辦理，每日正常實習時間不得超過八小時，每週不超過四十小時。甲方非經乙方及丙方同意不得任意延長實習時間或於休息日、休假日工作。)

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：_____。
- (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、實習薪資及相關福利事項：

(一)薪資：新臺幣(以下同)_____元/每月。不得低於當年度基本工資規定。甲方提供之工資應全額付予丙方，並以金融機構轉存方式直接匯入丙方帳戶。甲方不得預扣丙方薪資作為違約金或賠償費用。

(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)其他勞動權益：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。

五、保險及退休金：

丙方於實習期間，甲方應依相關法規為丙方辦理勞工保險、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。丙方實習期間之意外傷害險及學生平安保險，由乙丙雙方協議辦理方式。

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、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。

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：拾已宇 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 with 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 and the Labor Standards Act, Party A appoints Party C as a full-time employee (with an employment relationship) in an employment-based off-campus internship, and 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). (Following the

applicable labor laws, daily working hours shall not exceed eight, and weekly working hours shall not exceed forty. Party A shall not unilaterally extend the internship period or require work on rest days or holidays without the consent of Party B and Party C.)

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

1. Internship content: _____
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: NT\$ _____ per month. The stipend shall not be lower than the minimum wage set for the current year. 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. Party A shall not withhold Party C's stipend as a penalty or compensation.
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. Other labor rights: Breaks, regular days off, regular leave, rest days, and leave of absence 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 and Retirement Pension:

During the internship period, Party A shall, under the applicable laws, enroll Party C in labor insurance, labor occupational accident insurance, employment insurance, and national health insurance, as well as contribute to Party C's labor pension account. Party A shall also pay the required insurance premiums in compliance with these laws. The arrangement of accidental injury insurance and student group insurance for Party C during the internship period shall be negotiated and determined through mutual agreement between Party B and Party C.

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, the Labor Standards Act, the Labor Insurance Act, the Labor Occupational Accident Insurance and Protection Act, the Employment Insurance Act, and the Labor Pension Act.

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)