**中華大學學校財團法人中華大學**

**學生校外實習合約書(僱傭關係版本)**

**Off-campus Student Internship Agreement of Chung Hua University**

 **(The Version of Employment Relations)**

立合約書人

Parties to the Agreement

|  |  |  |
| --- | --- | --- |
| （實習機構）： |  | （以下簡稱甲方） |
| （Internship Provider）： |  | （hereinafter referred to as Party A） |
| （大專校院）： | 中華大學學校財團法人中華大學 | （以下簡稱乙方） |
| （University）： | Chung Hua University  | （hereinafter referred to as Party B） |
| （實習學生）： |  | （以下簡稱丙方） |
| （Student Intern）： |  | （hereinafter referred to as Party C） |

茲甲、乙、丙三方依「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，由甲方聘任乙方學生（即丙方）為正式員工(具僱傭關係)，經三方協議訂定條款如下：

Parties A, B, and C agree that this off-campus student internship program establishes employment relations between Party A and Party C in accordance with “the Implementation Regulations Governing Industry-Academia Cooperation in Junior College or Above” and “Labor Standards Act”. Accordingly, Party A employs Party B’s student, i.e. Party C, as a regular employee. Parties hereto agree tothe following terms and conditions, which shall be observed jointly.

1. 甲方之職責：

The Responsibilities of Party A

1. 參與校外實習課程規劃，並依丙方個別實習計畫提供丙方相關實務訓練，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。

Party A shall participate in planning the off-campus student internship programs of Chung Hua University, and agrees to offer Party C, depending on his or her internship planning, relevant practical training, and to arrange internship work assignments and working hours to help Party C gain a range of required practical training and talent cultivation.

1. 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**。

Party A shall be responsible for holding pre-internship sessions on safety, and installing protective equipment at the internship shite for Party C’s workplace safety and health.

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

Party A agrees to the regular on-site visits paid by the mentors assigned by Party B. Party A and the mentors shall jointly mentor the student intern and appraise the internship performance.

1. 乙方之職責：

The Responsibilities of Party B:

1. 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。

Following Article 6 of "the Implementation Regulations Governing Industry-Academia Cooperation in Junior College or Above," Party C's department, college, and university shall respectively set up an Off-campus Student Internship Committee to take responsibilities for the matters related to the off-campus internship mechanism.

1. 乙方負責進行甲方實習機後工作環境安全性及實習權益之評估。

Party B shall take responsibilities for assessing Party C’s safety in the workplace environments and his/her rights provided by Party A.

1. 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。

Party B shall appoint a mentor related to the internship course, who shall regularly visit Party A’s internship site and mentor Party C so as to grasp his or her learning and adaptation within Party A. The mentor and Party A shall offer mentorship to Party C jointly. In addition, the mentor shall examine Party A’s exercising responsibilities following this Agreement.

1. 丙方之職責：

The Responsibilities of Party C:

1. 應遵守甲乙方有關實習之規定，並注意實習期間學習工作態度與紀律。並接受甲、乙有關人員之輔導及考核，如有違反經輔導仍未改善者，得終止其實習並依相關規定處理。

During the internship term, Party C shall comply with related internship regulations from Party A and Party B, and follow professional ethics such as a correct working attitude and self-discipline. Party C shall accept the mentorship and assessment of his or her performance offered jointly by the internship-related personnel appointed by Party A and Party B, respectively. In the event that Party C has failed to successfully demonstrate improvements after due mentorship, Party C shall accept that the internship may be terminated in accordance with the applicable laws and regulations.

1. 丙方若因病或重大事由無法遵照實習規定時間履行實習應盡義務，須確實依照規定完成請假程序。

In the event that Party C fails to exercise the internship obligations in a timely order in accordance with the internship regulations due to illness or major event, Party C shall comply with the internship regulations to take a leave from the internship.

1. 丙方應遵守「中華大學 學系校外實習實施辦法」規定。

Party C shall comply with the Regulations of Off-campus Student Internship stipulated by the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chung Hua University.

1. **實習期間：**自民國 年 月 日起至民國 年 月 日。

**Internship term:** From \_\_\_\_\_\_\_\_\_\_ (Month) \_\_\_\_\_\_\_\_\_\_ (Day), \_\_\_\_\_\_\_\_\_\_ (Year) to \_\_\_\_\_\_\_\_\_\_ (Month) \_\_\_\_\_\_\_\_\_\_ (Day), \_\_\_\_\_\_\_\_\_\_ (Year)

1. **實習相關內容：**

**Contents of Student Internship**

|  |  |
| --- | --- |
| 1. 實習開課系所：
 |  |
| Department offering internship courses: |  |
| 1. 實習課程名稱/必修選修/學分數
 |  |
| Title of the internship program / mandatory or optional / credit number:  |  |
| 1. 實習類別：□全學年□寒假實習□暑假實習□單一學期實習□學期期間實習
 |
| Type of Internship term：□ an entire academic year □ winter break □ summer break □ an entire semester □ during the semester  |
| 1. 實習場所：□政府機構 □企業機構 □其他機構 □學校附屬機構
 |
| Type of Internship Provider:  □ a government agency □ a business organization□ other organizations □ a university affiliate |
| 1. 實習時數：預計\_\_\_\_\_\_\_\_小時，實際時數以出勤狀況統計之。
 |
| Number of Internship hours: The internship program is expected to be implemented for \_\_\_\_\_\_\_\_ hours. However, the number of internship hours shall be calculated according to Party C’s actual attendance status at the internship site.  |
| 1. 行業別：
 |  |  |
|  Industry: |  |  |
| 1. 機構名稱：
 |  |
| Full Title of the Internship Provider: |  |
| 1. 統一編號：
 |  |
| Unified Business Number: |  |
| 1. 實習工作內容：
 |  |
| Contents of the internship: |  |

1. **實習場所：**

**Internship Site**

1. 實習地點：○○公司(○○縣(市)○○區○○路(街)○○號○○樓)。

 Address of the Internship Site:

1. 甲方非經乙方及丙方同意，不得任意調動實習地點。

Party A must obtain the approval of Party B and Party C before Party A changes the internship site.

1. **每日實習時間：**甲方對丙方之實習時間應依勞動相關法令之規定辦理。

**Daily Internship Hours:** Party C’s internship hours scheduled by Party A shall be bound by

the relevant laws and regulations of the Ministry of Labor.

1. 每日正常實習時間及休息時間：每日正常實習時間不超過八小時，每週不超過四十小時，連續工作每四小時應至少休息三十分鐘：自每日○○：○○起，至○○：○○止，每日實習時間計○○小時。

Typical Internship Hours and Rest Days: Daily and weekly internship hours shall not exceed 8 hours and 40 hours, respectively. The intern shall be permitted to have a break for at least thirty minutes after having worked for four continuous hours.

Daily Internship Schedule: from ○○：○○ to ○○：○○; hours per day in total.

1. 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。**

Without the approval of Party B and Party C, Party A may not extend Party C’s internship hours or require Party C to work on rest days or holidays.

1. **實習薪資及相關福利事項：**

**Internship Salaries and Welfares:**

甲方應依法支付丙方薪資，其有關薪資計算基準及其他相關福利項目如下：

Party A shall pay Party C salaries and provide him or her with welfares in accordance with relevant laws and regulations.

1. 薪資：□每月給付 元/ □每小時給付 元，不得低於當年度基本工資規定。甲方提供之工資應全額予丙方。甲方不得預扣丙方薪資作為違約金或賠償費用。

Internship Salary: Party A will pay □ Monthly payment of \_\_\_\_ NT$ / □ Hourly rate of \_\_\_\_ NT$ as a monthly internship salary to Party C, which shall not be lower than the basic wage regulations for the current year published by the Ministry of Labor. Party A shall provide the full wage amount to Party C. Party A shall not withhold Party C's salary as liquidated damages or compensation.

1. 福利：

Welfares:

1. 宿舍：□無 □免費提供 □付費提供，每月 元。

Accommodation:

□ Not provided □ Provided

□ Provided with NT$ \_\_\_\_\_\_\_ accommodation allowance per month

1. 伙食：□無 □免費提供 □付費提供，每餐 元。

Food:

□ Not provided □ Provided

□ Provided with NT$ \_\_\_\_\_\_\_ food allowance per meal

1. 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

 Shuttle Service/Commuting Allowance:

□ Not provided □ Provided

□ Provided with NT$ \_\_\_\_\_\_\_ commuting allowance per month

1. 其他公司福利：

Other welfares provided by Party A：

1. 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、性別平等工作法及勞工請假規則等相關勞動法令之規定辦理。

Other Labor Rights: Party C’s rest time, days off, official holidays, rest days and leave taking shall be stipulated in accordance with the Labor Standards Act, Act of Gender Equality in Employment, and relevant regulations of labor leave.

1. **保險及退休金：**

**Insurance and Pension:**

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。乙方應為丙方投保校外實習團體意外險，並支付保險費。

During the internship term, Party A shall cover labor insurance, labor occupational accident insurance, employment insurance, national health insurance and labor pension for Party C in accordance with relevant laws and regulations. Party A shall pay insurance premiums according to what is required by law and regulations. Party B shall insure Party C for the off-campus internship group accident insurance and pay the insurance premium.

1. **實習不適應之輔導轉換方式：**

**Internship Transfer due to Poor Adaptation:**

丙方於實習期間不適應，應由雙方共同輔導，如經乙方評估或丙方反映仍不適應， 應由乙方提出終止合約，並安排丙方轉銜至其他實習機構或修習其他替代課程。

In the event of Party C’s poor adaptation to the internship at the site of Party A, both Party A and Party B shall jointly tutor Party C. Where tutoring has failed to result in any improvement, reflected by Party B’s evaluation or Party C’s report, Party B shall terminate this Agreement, and assist Part C in transferring to a new internship provider or taking other alternative courses instead.

1. **實習爭議協調及處理方式：**

**Settlement of Disputes:**

發生實習糾紛或爭議，經實習輔導老師協調未果者，得提交中華大學 學系校外實習委員會商議。

Disputes or controversies arising at the internship site of Party A shall be mediated by the assigned internship mentor. Where no resolutions have been reached, the disputes or controversies shall be submitted to the Off-campus Student Internship Committee of the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for settlement.

(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。)

(Related personnel, or even experts and scholars in the field of labor law when necessary, shall be invited to attend the mediation process.)

1. **實習成績評核及實習證明發給：**

**I****nternship Appraisal and Certificate Issuing**

甲、乙雙方應依丙方實習計畫或實習課程規劃所定標準，就丙方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。

Party A and Party B shall jointly evaluate Party C’s internship performance and internship reports based on the evaluation criteria defined in Party C’s internship planning or the internship curriculum planning. Where Party C has passed the evaluation, he or she shall be awarded credits and issued an internship certificate depending on the actual needs.

1. **契約生效、終止及解除：**

**Agreement Effectiveness, Termination and Rescission**

1. 本契約書自簽署完成之日起生效。

The terms of this Agreement shall become effective as of the date of signature.

1. 三方應約訂契約終止及解除條件；如甲方嚴重損害丙方權益，乙方得要求終止或解除合約，並依法向甲方提出損害賠償。

Party A, Party B, and Party C shall agree on the terms and conditions for terminating or rescinding this Agreement. If Party C claims sever damages to his/her rights caused by Party A, Party B shall require to terminate or rescind this Agreement, and claim damages to Party A pursuant to the relevant laws and regulations.

1. 甲乙丙三方就本契約有爭執，並進行司法救濟，三方合意以臺灣新竹地方法院為第一審管轄法院。

 Shall a dispute over this Agreement arise among Party A, Party B, and Party C, and legal remedies be pursued, Taiwan Hsinchu District Court is agreed to be the court of first instance jurisdiction by all the Parties.

1. 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。

Other internship-related matters not mentioned herein shall be handled pursuant the laws and regulations relevant to “the Implementation Regulations Governing Industry-Academia Cooperation in Junior College or Above”, “Labor Standards Act”, “Labor Insurance Act”, “Enforcement Rules of Labor Occupational Accident Insurance and Protection Act”, “Employment Insurance Act”, and “Enforcement Rules of the Labor Pension Act”.

1. 本合約書一式三份，甲、乙、丙三方各執乙份存照。

This Agreement is made in triplicate, and Parties A, B, and C shall each receive and hold one copy.

用印處

立合約書人

Parties to the Agreement

甲方：

Party A:

負責人：

Superintendent:

地址：

Address:

統一編號：

Unified Business Number:

連絡人：

Contact Person

連絡電話：

Contact number:

乙方：中華大學學校財團法人中華大學

用印處

PARTY B: Chuang Hua University

校長：劉維琪

President: Wei-Chi Liu

地址：30012新竹市東香里五福路二段707號

Address: 707, Sec.2, WuFu Rd., Hsinchu, Taiwan

30012, R.O.C.

統一編號：98274518

Unified Business Number: 98274518

連絡人：

Contact Person

連絡電話：

Contact Number:

丙方：　　　　　　　　　　　　　　　（the Intern’s Signature）

Party C:

身分證號：

ID Number:

連絡電話：

Contact Number

地址：

Address:

中 華 民 國 年 月 日

Date: \_\_\_\_\_\_\_\_\_\_ (Month) \_\_\_\_\_\_\_\_\_\_ (Day), \_\_\_\_\_\_\_\_\_\_ (Year)