

弘光科技大學
學生校外實習合約書
HUNGKUANG University
Cooperative Education / Internship Agreement

立合約書人：_____ (實習機構) (以下簡稱甲方)

弘光科技大學 (以下簡稱乙方)

This document establishes an agreement between _____
(Name of Business) (hereinafter referred to as “A”) and HUNGKUANG University (hereinafter referred to as “B”).

雙方為培訓實務專才，共同推展實習合作教學與實務實習訓練之互惠原則，協議訂定下列事項，共同遵循。

The purpose of this agreement is to promote clear and precise understanding of the objectives of the cooperative education program among the participants aiming to help students accomplish their learning objectives based upon planned work experience and to promote cooperative education and internship training so as to benefit all participants. To fulfill the objectives, A agrees to offer employment for interns from B, who agree to accept such employment subject to the following terms and conditions.

一、實習合作職掌：

- (一) 甲方依相關法令提供乙方學生實習工作機會，並負責學生實習工作單位分配、報到、訓練及輔導實習學生。
- (二) 乙方承辦學生實習有關業務及聯繫，各系專業教師負責指導學生校外實習。

A. Responsibilities:

1. A agrees to offer students from B employment to gain their working experience under law and related regulations and therefore agrees to be responsible for interns' work assignments to different areas that are related to their program of study, their reports to the job, and offering students required training, job supervision and other necessary guidance for their employment.
2. B agrees to be responsible for arrangements related to students' internship and coordinating communication among participants. To fulfill these responsibilities, B also agrees to assign teachers from students' program of study to provide guidance for their internship.

二、合約期限：

- (一) 實習期間自_____年_____月_____日至_____年_____月_____日止，共計_____週。
- (二) 每週實習時數：_____小時，共計實習總時數：_____小時。
- (三) 前項實習時數之分配，每日不得超過八小時，且不得安排於午後六時至翌晨八時之時間內，每週並不得超過四十小時。繼續實習工作四小時，至少應有三十分鐘之休息。每七日中應有二日之休息。內政部所定應放假之紀念日、節日、勞動節

及其他中央主管機關指定應放假之日，均應予休息。

(四) 學生實習工作如屬勞動部指定適用彈性工時之行業，經學生同意後，得依勞動基準法之規定另行約定實習時數之分配，不適用前項之約定。

B. Period of Internship:

1. The internship starts from the _____ day of _____, 20____ and ends with the _____ day of _____, 20____. In total, it takes _____ weeks.
2. Each week contains _____ hours. The total internship duration is _____ hours.
3. The distribution of previous mentioned internship hours cannot be over 8 hours each day. Also, the working shift cannot be from 6:00 pm to 8:00 am. Besides, the working hours cannot exceed 40 hours per week. If the student interns continue working for 4 hours, they should have a break for at least 30 minutes. The student interns should have 2 days off every 7 days. Moreover, they should be off on the public holidays announced by the Ministry of the Interior, including anniversary, holiday, Labor's Day, and other holidays designated by other central authorities
4. If the organization that the student interns work for is applied to the flexible working hours industries designated by the Ministry of Labor, upon the consent of the students, the working hours can be scheduled differently from the previous item by following the regulations of the Labor Standards Act.

三、校外實習工作項目及名額：

- (一) 實習工作項目安排以不影響學生健康及安全的工作環境為原則。
- (二) 須以專業實務知能學習為主，具體學習內容與進程如附件「實習課程大綱」。
- (三) 實習合作系別、實習工作項目、實習名額及薪資/獎助學金如附件「實習機構基本資料表」。

C. Number of positions and job descriptions:

1. Jobs assigned to student interns are limited to the ones whose working environment is not hazardous to students' health and safety.
2. Jobs assigned to student interns should be mainly on professional and practical skills learning. The specific learning content and progress can be referred to the attachment of "Internship Course Syllabus".
3. The academic departments in participation of this cooperative education program, types of the internship jobs, number of student interns, amounts of compensation and scholarships are specified in the attached form of "Form for Internship Provider".

四、實習報到：

- (一) 乙方於實習前將實習學生名單及報到資料送達甲方。
- (二) 甲方於學生報到時，應即給予職前訓練，並派專人指導。

D. Check-in to the Internship Provider:

1. B is required to provide A the list of interns and information needed for students' Check-in for work in time for internship.
2. Upon interns' Check-in for work, A is required to provide pre-internship training and designate a supervisor for each and every student intern at work.

五、實習待遇

- 乙方實習生於甲方實習期間，甲方應按月發給新台幣_____元之月薪／津貼
- 乙方實習生於甲方實習期間，甲方應按時發給新台幣_____元之時薪／津貼
- 甲方無需負擔學生實習薪資；惟甲方可視學生表現優良時，酌予提供獎助學金或相關助學金，新台幣_____元

(上開薪資或獎助學金以金融機構轉存方式直接發給乙方實習生)。

無

E. Pay

- While the student interns from B are working in A during internship period, A should pay each month the monthly salary / allowance NTD _____
- While the student interns from B are working in A during internship period, A should pay each month the hour pay / allowance NTD _____
- A does not need to pay the student interns salary. In the case that a student intern has excellent performances, A will offer scholarship or grant to the student interns for NTD_____.
- None

六、膳宿

1. 是否提供伙食：是（提供：_____）；否。
2. 是否提供住宿：是（提供：_____）；否。

F. Accommodation

1. Does A provide meals? Yes (_____ is provided); No.
2. Does A provide lodging? Yes (_____ is provided); No.

七、保險：

- (一) 甲方支給實習學生薪資／津貼，於學生報到時，依相關法規辦理勞工保險、健保等事宜，並按相關法規規定負擔保險費。甲方未履行本項義務致使乙方實習生所生損失應負賠償之責。
- (二) 甲方未支給實習學生薪資／津貼，無須另辦保險。
- (三) 乙方負責辦理學生團體保險及校外實習學生團體保險。

G. Insurance:

1. A pays the student interns salary or allowance. Upon their Check-in at work, students should be provided with required labor insurance and health insurance by A according to related law and regulations. Also, A has to pay for the insurance fee according to related laws and regulations. If A does not fulfill this responsibility and therefore cause the student interns any loses, A has to be responsible for the compensation.
2. A does not pay the student interns salary or allowance, so A does not need to provide insurance for them.
3. Students' group safety insurance and off-campus internship students' group insurance are considered the responsibility of B.

八、實習生輔導：

- (一) 實習期間，每位學生由甲方指派具備必要專業知能與實務經驗人員擔任督導或輔導人員，協助實務知識與技能的學習、生活適應及相關問題的解決。
- (二) 實習期間，乙方定期安排輔導老師赴甲方訪視實習學生，負責專業實務實習輔導、溝通、聯繫與協調工作。
- (三) 甲方所安排之工作不得要求學生協助從事違法行為。如有違反，乙方得逕行終止本合約。

H. Supervision and Guidance:

1. During the internship, A will assign someone with professional knowledge and practical experiences to be the supervisor or advisor for each student intern. The supervisor or adviser will assist the student intern with learning practical knowledge and skills, as well as life adaptation and resolution of related issues.
2. During the internship, B is required to assign teacher advisors to visit A to provide student interns with professional guidance, coordination and communication services.
3. No illegal activities should be involved in the work assigned to interns by A. If any illegal activity is found within the interns' assigned duties, B is entitled to terminate this agreement immediately.

九、實習考核：

- (一) 實習期間，由甲方主管、督導或輔導人員及乙方輔導老師共同評核實習成績。甲方應於每學期結束前，將實習成績考評表擲交乙方，俾利核算實習成績。
- (二) 學生表現或適應欠佳時，由甲方知會乙方處理，乙方則依實習不適應之輔導、轉換機制辦理，若經輔導未改善且情節嚴重者，得取消實習資格並協助安排轉換合作機構。
- (三) 學生於實習期間，對甲方所安排之相關工作事宜，認為違法、不當或違反本合約書之約定，以致損害其自身權利或利益時，得向乙方提出申訴，乙方則依實習學生校外實習申訴機制辦理，若經處理而未獲改善，得依實習合約進行解約並協助安排轉換合作機構。
- (四) 實習學生於實習期間請假，須向甲方指定督導或輔導人員辦理，並依乙方校外實習相關規定進行請假。
- (五) 實習結束後，乙方得視需要向甲方申請開具實習學生「實習證明書」。
- (六) 甲、乙雙方不定期協調檢討實習各項措施，期使實習合作更臻完善。

I. Evaluation:

1. Student interns' performance will be evaluated by both the head of the department, the supervisor or the advisor of A and the teacher advisor of B. The supervisor of A will be asked to send the internship evaluation report to B for the final performance evaluation.
2. If a student intern's performance is poor or fails to adapt to the internship work, A is supposed to inform B to take advisory actions or provide additional guidance. If the poor performance remains and the circumstances are serious, the internship can be subject to termination. Meanwhile, B will have to assist the student to exchange to another cooperation organization.
3. During the internship, if students consider the work assigned by A is illegal, inappropriate,

or against the regulations of this agreement and therefore causes them some damages of personal rights and benefits, they can lodge a complaint to B. B will handle the issue following the student practicum complaint mechanism. If the situation is not improved, B can terminate the internship agreement and assist the students to exchange to another cooperation organization.

4. On the issue of leave application, a student intern has to apply to his/her supervisor or advisor for a leave, meanwhile he/she has to follow the internship regulations on leave from B.
5. Once the internship is finished, B can ask A to issue “Internship Certificate” for the interns on request.
6. A and B agree to coordinate meetings to review all aspects of the cooperative education program to improve the internship program.

十、職災補償

- (一) 甲方支給乙方實習學生薪資／津貼，乙方於甲方實習期間，若乙方實習生因遭遇職業災害而致死亡、殘廢、傷害或疾病時，甲方應依勞動基準法第七章職災補償、勞工保險條例或其他法令規定予以補償，已由甲方支付費用補償者，甲方得予抵充之。
- (二) 甲方未支給乙方實習學生薪資／津貼，乙方於甲方實習期間，若乙方實習生因遭受意外傷害事故，以致身故、殘廢、需要門診或住院治療者，由保險公司依照保險契約約定給付保險金，並由乙方承辦人員偕同保險公司人員處理意外保險理賠之相關事宜。

J. Compensation on occupational accidents

1. A pays the student interns from B salary or allowance. During internship period, if the student interns suffer from occupational accidents which cause death, disabilities, injuries, or diseases, A should be responsible for compensation according to Labor Standards Act, Chapter 7 Compensation on occupational accidents, Labor Insurance Act or other related law or regulations. If A has paid expense as compensation, it can be taken as a replacement.
2. A does not pay the student interns from B salary or allowance. During internship period, if the student interns from B suffer from accidents which cause injuries, death, or disabilities and need to go to the doctor or stay in hospital for treatment. The insurance company will pay for the insurance benefit payments according to the insurance contract. And the undertaker of B will deal with the insurance claim issues together with the personnel from the insurance company.

十一、附則：

- (一) 附件：「實習機構基本資料表」及「實習課程大綱」。
- (二) 本合約所有相關附件均視為本合約之一部分，具合約條款完全相同之效力，其他未盡事宜，甲乙雙方得視實際需要協議後，另訂之。
- (三) 本合約書之準據法為中華民國民法、勞動基準法等相關法令，合約書未盡周詳之處，均以中華民國法令為準則。
- (四) 甲、乙雙方因本合約內容涉訟時，雙方同意以台灣台中地方法院為第一審管轄法院。

K. Additional Articles

1. Attachment: "Form for Internship Provider" and "Internship Course Syllabus".
2. All the attachments are parts of the agreement per se, which have the same effects as all the agreement articles. Any matter uncovered can be added if both parties of this agreement regard it necessary and reach an agreement from their negotiations.
3. This agreement is reached based on the Civil Code and Labor Standards Law of the Republic of China, Taiwan. All the matters not specifically included in this agreement will be based on the laws and regulations of R.O.C.
4. If any legal action regarding the content of this agreement is taken, both parties agree that the trial court or the court of first instance will be Taichung District Court in Taiwan.

十二、本合約書一式二份，甲、乙雙方各執乙份存照。

L. The agreement has the same form in duplicate. Each party holds one copy for reference.

立合約書人

Parties in Agreement

甲 方 Party A (Company Seal)
代 表 人 Representative: (CEO Seal)
職 稱 Position:
電 話 Telephone:
地 址 Address:

乙 方 Party B HUNGKUANG University (University Seal)
代 表 人 Representative: Huang, Yueh-Guey (President Seal)
職 稱 Position: President
電 話 Telephone: 886-4-26318652
地 址 Address: No. 1018, Sec. 6, Taiwan Boulevard, Shalu District, Taichung City 43302,
Taiwan (R.O.C.)

中華民國 年 月 日

FM-20590-022
表單修訂日期：106.12.07
保存期限：3年

弘光科技大學
實習機構基本資料表
HUNGKUANG University
Form for Internship Provider

機構名稱 Company					
負責人 Representative		統一編號 Company TAX ID			
聯絡人 Coordinator		職稱 Position			
電話 Telephone		傳真 FAX			
地址 Address					
E-mail					
機構簡介 Co. Introduction					
年營業額 Revenue		員工人數 No. of Employees			
休假/補休方式 Time Off Policy / Compensatory Leave Policy					
其他說明 Other Info					
實習期間 Period of Internship : ___ day of ____, 20__ to ___ day of ____, 20__					
實習系別 Department	工作項目 Job Specifications	名額 No.	薪資/獎助學金 Stipend/Scholarship	需求條件/備註 Requirements / Notes	總實習時數/人 Total Hours/People

附件 實習課程大綱