

銘傳大學實習課程實習合作契約書(英文版) Ming Chuan University Off-campus Internship Courses Internship Cooperation Agreement (English Version)

立契約書人 Signatories

○○○○股份有限公司 ○○○○Co., Ltd.
(以下簡稱甲方 hereafter referred to as Party A)
銘傳大學 Ming Chuan University
(以下簡稱乙方 hereafter referred to as Party B)
實習學生○○○ Internship Student ○○○
(以下簡稱丙方 hereafter referred to as Party C)

三方基於培訓職場專才，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。

The three parties establish this agreement for cultivation of professional talents in the workplace based on a principle of mutual benefit to promote cooperative internship instruction and practical training.

第1條 實習合作責任

Article 1 Internship Cooperation Responsibility

甲方：負責實習內容分配及報到，並安排學生實習訓練及維護學生實習之安全。

Party A: Handle internship work assignment and report-in for work, arrange workplace training, and be responsible for internship students' safety.

乙方：薦送學生前往甲方機構校外實習，承辦學生實習有關業務及聯繫，實習導師負責指導學生校外實習。

Party B: Send recommended students to Party A's company for off-campus internship and be responsible for student internship affairs and related contact matters. The internship advisor from each department is responsible for student's off-campus internship affairs.

丙方：為乙方所薦送於甲方之學生。丙方應遵守甲方實習規章及乙方實習課程導師、校系所之指導，忠勤服務，努力學習。

Party C: Party C is the recommended student from Party B to Party A. Party C should comply with Party A's internship regulations and accept advice from Party B's internship course advisor and department, complete their duties and learn diligently.

第2條 實習學生資料

Article 2 Internship Student Information (Party C)

學制/班級 Dept. and Class	姓名 Name	學號 Student ID No.	科目代碼/課程名稱 Course	學分數 Course credits	備註 Remarks

第3條 實習內容

Article 3 Internship Period and Content

- (1) 實習期間：西元____年__月__日起至____年__月__日止。丙方於實習期間內實際實習總時數至少_____小時，並應於本實習期間內完成實習。

Internship period is from YY MM DD to YY MM DD. Party C should complete at least a total of _____ hours of work during the internship period.

- (2) 實習職務內容：實習期間之具體學習內容，應由甲丙雙方依據實習目標及實習需求共同擬定之，由甲方安排各種實習課程及技能訓練，實習工作項目安排以不影響丙方健康及安全的工作環境為原則，且不使丙方擔任與實習無關及危險的工作。

Internship duties: The detailed learning items during the internship period should be drafted between Party A and Party C according to the internship goals and needs. Party A arranges various internship courses and skill trainings. The arrangement of internship work projects is based on the principle of not affecting the health and safety of Party C, and Party C is not allowed to undertake work that is irrelevant or dangerous.

第4條 實習地點

Article 4 Internship Location

丙方實際實習地址 Internship address of Party C :

_____。

第5條 實習給付及相關福利事項

Article 5 Internship Compensation and Relevant Benefits

甲方應依下列約定事項辦理：

Party A shall handle relevant matters in accordance with the following set items:

- (一) 實習薪資/給付 Internship salary/ payment :

薪資：薪資發放方式依公司規定辦理，倘法定基本工資調升時，甲方亦應隨之調升丙方薪資。甲方不得預扣丙方薪資作為違約金或賠償費用。

Salary: The payment of salary shall be handled in accordance with the company's regulations. If the statutory hourly base wage is increased, Party A shall increase the salary of Party C accordingly. Party A shall not withhold Party C's wages for liquidation of damages or compensation expenses.

月薪 Monthly salary，新臺幣_____元 NTD。

時薪 Hourly pay，新臺幣_____元 NTD。

實習給付 Internship payment： 獎學金 Scholarship 實習津貼 Internship allowance，請說明 Please specify：

無提供薪資、獎學金、實習津貼 Does not provide salary, scholarship or allowance

- (二) 福利 Benefits：

1. 宿舍 Accommodation： 無 None 免費提供 Provided for free 付費提供 Provided at a monthly rate of，每月_____元 NTD

2. 伙食 Meals： 無 None 免費提供 Provided for free 付費提供，每餐_____元 Provided at _____NTD per meal.

3. 交通車/交通津貼 Shuttle bus/ Transportation allowance： 無 None 免費提供 Provided for free 付費提供，每月_____元 Provided at a monthly rate of _____ NTD
- 交通津貼 Transportation allowance，每月_____元 NTD per month
4. 其他公司福利 Other benefits：(由公司自行填寫 filled in by the Company)

(三) 休息時間及請假規定 Rest time and leave regulations：

由甲乙雙方協議，依學生個別實習計畫安排及配合實習場域實務訓練所需，議定合理的休息時間及請假規定。如甲方與丙方為僱傭關係，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。

Party A and Party B shall agree on reasonable rest time and leave regulations according to the students' individual internship plan arrangements and the practical training needs of the internship field. If Party A and Party C are in an employment relationship, this shall be handled in accordance with the Labor Standards Act, Act of Gender Equality in Employment and Regulations of Leave-Taking of Workers and other relevant labor laws and regulations.

第6條 實習期間保險

Article 6 Insurance during Internship Period

- 甲方應於丙方錄取實習報到時，依相關法令辦理勞工保險及勞工退休金提撥等。Party A shall apply for labor insurance and labor pension in accordance with relevant laws and regulations when Party C reports in for internship.
- 甲方於實習期間應為丙方辦理意外傷害險，其保障內容為：「傷害保險 200 萬元」及「傷害醫療險限額 5 萬元」(含門診實支實付及住院日額給付)。Party A shall apply for accidental injury insurance for Party C during the internship period. The insurance contents are to include: "Injury Insurance of 2 million NTD" and "Injury Medical Insurance with 50,000 NTD limit" (including reimbursement for actual outpatient expenses and hospitalization daily compensation).
- 乙方於實習期間應為丙方投保教育部「大專校院校外實習學生團體保險」。During the internship period, Party B shall insure Party C under the Ministry of Education's "Internship Group Insurance for College and University Students".

第7條 實習時數

Article 7 Internship Hours

- (1) 丙方每日正常實習時間不得超過 8 小時，每週不得超過 40 小時，但得依實習課程之需求必要時延長丙方實習時數，其延長工時之相關費用或補休方式等事宜，如為僱傭關係應遵循實習地點之勞動相關法令規定辦理。
The daily internship hours of Party C cannot exceed 8 hours and weekly hours cannot exceed 40 hours. Party C's internship hours may be extended if necessary in accordance with the needs of the internship course. Related expenses of the extended working hours or compensatory leave should be handled in accordance with the relevant laws and regulations of the internship location.
- (2) 甲方不得讓丙方留置夜間時段(晚間 10 點至翌日清晨 6 點)
Party A shall not allow Party C to stay during nighttime hours (10:00 pm to 6:00 am the next day).

第8條 實習環境

Article 8 Internship Environment

- (1) 甲方應提供不影響丙方健康、安全之工作及場所。
Party A should provide a working environment and assign work content which will not affect Party C's health or safety.
- (2) 甲方負責丙方於實習場所之安全防護，配置各項安全設備並規劃安全措施。
Party A is responsible for the safety protection in Party C's internship location, which needs to be equipped with necessary safety equipment and planned safety measures.
- (3) 丙方依甲方管理規則使用甲方所提供之場所。
Party C is to use the premises provided by Party A in accordance with Party A's management rules.

第9條 實習輔導機制

Article 9 Internship Advising System

甲方：負責丙方工作分配、報到及訓練。

Party A: Responsible for Party C's work assignment, report-in and training.

乙方：承辦丙方實習有關業務及聯繫，實習導師負責指導丙方校外實習。

Party B: Responsible for Party C's internship-related affairs and contact matters, and the internship advisor is responsible for guiding Party C's off-campus internship.

- (1) 甲方實習單位應安排專業實務工作，依甲乙雙方共同擬訂之教育訓練計畫指派企業導師指導，嚴格要求敬業精神與培訓專業實務技能。

Party A's internship unit shall arrange professional practical work, assign corporate mentor to guide intern according to the education and training plan jointly stipulated by both parties, strictly require professionalism and train in professional practical skills.

- (2) 甲方所安排之工作不得要求丙方協助從事危險、違法之行為。甲方如有違反，乙方得逕行終止本契約並通知丙方，丙方與甲方實習關係亦告終止。

The work arranged by Party A shall not require Party C to engage in dangerous or illegal acts. If Party A violates this, Party B may terminate this contract and notify Party C; the internship relationship between Party C and Party A will be terminated.

- (3) 實習期間，乙方實習導師得視需求定期或不定期赴甲方訪視丙方或電話訪問實習狀況，負責校外實習輔導、溝通、聯繫工作，協助解決丙方學習與適應問題，惟乙方應於訪視前告知甲方，且如有妨礙甲方營業疑慮時，甲方得拒絕之。

During the internship period, the internship advisor of Party B may visit Party A on a scheduled or unscheduled basis to check Party C's internship status in person or by telephone, and carry out responsibilities for off-campus internship counseling, communication and connections, and assist in solving Party C's learning and adaptation issues. Party A should be informed before the visit by Party B, and if there is any concern that a visit will hinder Party A's business, Party A may refuse it.

- (4) 非經乙方事前書面同意，甲方不得將丙方轉介服務其他單位。

Without prior written consent of Party B, Party A shall not refer Party C to other units for services.

第10條 實習成績評核及實習證明發給

Article 10 Internship Performance Evaluation and Internship Certificate Issuance

甲、乙雙方應依丙方實習計畫或實習課程規劃所定標準，就學生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 both evaluate student intern's performance in accordance with the standards set by Party C's internship program or internship curriculum plan. Those students who pass the evaluation will be awarded credits, and written internship certificates may be issued to students based on actual needs.

第11條 實習不適應之輔導轉換方式

Article 11 Counseling and Internship Alternatives in Cases of Not Adapting to an Internship

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

If Party C does not adapt to the internship work during the internship period, both other parties shall jointly counsel the student. After being evaluated by party B or reported by party C, if it is still unsuitable, party B should terminate the contract and arrange for party C to transfer to another internship entity or take alternative courses.

第12條 實習爭議協調及處理方式

Article 12 Internship Dispute Settlement and Handling

(1) 甲、乙雙方應約訂爭議處理協調之單位_____。(可約定由校外實習委員會或校內單位處理)

Party A and Party B agree on _____ as the dispute settlement and coordination unit. (Can be agreed to be handled by the Off-campus Internship Committee or an on-campus unit).

(2) 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。

In the dispute handling process, relevant personnel should be invited to participate, and if necessary, labor-related legal experts and scholars may be invited to the meeting.

第13條 管轄暨補充規定

Article 13 Jurisdiction and Supplementary Provisions

三方就本契約有爭執時，三方合意以臺灣士林地方法院為第一審管轄法院。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、規定辦理。

Should the three parties have disputes over this contract, the three parties hereby submit and consent to the jurisdiction of Shih-Lin District Court. Matters not covered in this contract shall be handled in accordance with relevant laws and regulations such as the Procedures for Industry-academia Collaboration of Junior Colleges and Institutions of Higher Education, the Labor Standards Act, the Labor Insurance Act, Labor Occupational Accident Insurance and Protection Act, the Employment Insurance Act, and the Labor Pension Act.

第14條 契約收執

Article 14 Contract Custody

本契約書正本一式叁份，甲、乙、丙方各執一份為憑。

There shall be three original copies of this agreement; each Party shall retain one copy.

立契約書人

Signatories

甲 方(實習企業)：〇〇〇〇股份有限公司

Party A (Internship Enterprise): _____ Co.,Ltd

代表人：

Representative:

職 稱：

Title:

地 址：

Address:

乙 方(實習學校)：銘傳大學

Party B (Internship School): Ming Chuan University

代表人：沈佩蒂

Representative: Shen, Pei-Di

職 稱：校長

Title: President

地 址：臺北市中山北路五段 250 號

Address: 250 Zhong Shan North Road, Section 5, Taipei 111, Taiwan

丙 方(實習學生):

Party C (Internship Student):

班級:

Class:

學號:

Student ID No.:

西元 年 月 日
 YYYY MM DD

※備註(上合約書用印簽呈時，請刪除這個備註)：

1. 合約書第五條「實習薪資/給付」及第六條「實習期間保險」，須至少勾選一項。
2. 如要修改本校實習合約書公版內容或採用公司提供之實習合約書，需於合約書內載明實習學生實習期間保險之投保單位及保險類型。
3. 合約書用印公文請會簽【前程規劃處】及【法務處】。
4. 學生完成實習後，敬請系所將實習資料(實習合約書及考評表)依實習課程開課學年度上傳至系所校務資料庫。