

國立中興大學學生校外實習合約書(非僱傭關係版本)

立合約書人 (合作機構)_____ (以下簡稱甲方) 共同辦理校外實習教育事宜
(大專校院) 國立中興大學 (以下簡稱乙方)

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，甲方與乙方學生為單純學習訓練關係(不具僱傭關係)，經雙方協議訂定條款如下：

一、甲方之職責：

- (一)參與校外實習課程規劃，並依學生個別實習計畫提供學生相關實務訓練，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)負責學生實習前之安全講習、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，並與乙方指派之專責輔導教師共同負責輔導學生，及參與實習成績考核。

二、乙方之職責：

- (一)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。
- (二)依系科發展及專業核心能力妥善規劃校外實習課程，並於實習前為學生訂定「學生個別實習計畫」。
- (三)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。
- (四)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，瞭解學生學習適應狀況及甲方依實習合約執行之情形，並與甲方共同輔導學生。

三、實習期間：自民國____年____月____日起至民國____年____月____日。

四、實習場所：

- (一)實習地點：○○公司(○○縣(市)○○區○○路(街)○○號○○樓)。
- (二)甲方非經乙方及學生同意，不得任意調動實習地點。

五、每日實習時間：甲乙双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(但學校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)：自○○：○○起，至○○：○○止，計○○小時。

六、實習給付及相關福利事項：甲方應依下列約定事項辦理：

- (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予學生，並以金融機構轉存方式直接匯入學生帳戶。
- (二)福利：
 1. 宿舍：無 免費提供 付費提供，每月____元。
 2. 伙食：無 免費提供 付費提供，每餐____元。
 3. 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。
 4. 其他公司福利：

(三)休息時間及請假規定：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。

七、保險：乙方學生於實習期間，乙方應為學生投保校外實習團體意外險，並支付保險費。

八、實習不適應之輔導轉換方式：實習生於實習期間不適應，應由雙方共同輔導，如經乙方評估或實習生反映仍不適應，應由乙方提出終止合約，並安排實習生轉銜至其他實習機構或修習其他替代課程。

九、實習爭議協調及處理方式：

(一)雙方應約訂爭議處理協調之單位學位學程校外實習委員會。(可約定由校外實習委員會或校內單位處理)

(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、實習成績評核及實習證明發給：甲、乙雙方應依學生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。

十一、契約生效、終止及解除：

(一)本契約書自簽署完成之日起生效。

(二)雙方應約訂契約終止及解除條件；如甲方嚴重損害學生權益，乙方得要求終止或解除合約，並依法向甲方提出損害賠償。

十二、甲乙雙方就本契約有爭執，並進行司法救濟，雙方合意以臺灣臺中地方法院為第一審管轄法院。

十三、本契約未盡事宜，依專科以上學校產學合作實施辦法等相關規定辦理。

十四、本合約書一式二份，甲、乙雙方各執乙份存照。

立合約書人

甲 方：

負責人：

地 址：

統一編號：

乙 方：中興大學

校 長：

地 址：台中市 402 南區興大路 145 號

統一編號：52024101

中華民國____年____月____日

**International PHD Program in Taiwan and Transcultural Studies,
National Chung Hsing University
Cooperative Education / Internship Agreement**

The document establishes an agreement between (Name of Business) (hereinafter referred to as “A”) and National Chung Hsing University (hereinafter referred to as “B”). In order to jointly organize off-campus internship education matters, in accordance with the "Implementation Measures for Industry-Academia Cooperation in Colleges and Higher Education Institutions," a general type of off-campus internship is adopted. The students from Party A and Party B are in a purely learning and training relationship (without an employment relationship). The terms are agreed upon by both parties and are as follows:

I. Responsibilities of Party A

1. Party A participates in the planning of off-campus internship courses, and provides students with relevant practical training according to their individual internship plans. Additionally, Party A should arrange internship units and periods in order to cultivate talents with various practical skills.
2. Party A is responsible for pre-internship safety training, configuration of safety and protective equipment at the internship site, and planning of related occupational safety and health measures for students from Party B.
3. Party A should accept regular on-site visits from Party B and jointly assist in counseling students with the dedicated counseling teacher designated by Party B, as well as participate in the internship performance evaluation for students.

II. Responsibilities of Party B

1. Party B should establish all levels of off-campus internship committees in accordance with *Article 6 of the Implementation Rules for Industry-University Cooperation between Colleges and Higher Vocational Schools*, and the committee should be responsible for tasks related to the off-campus internship matters.
2. Party B plans the off-campus internship courses appropriately according to the development and core professional abilities of departments, and formulates the "individual student internship plans" for students before the internship.
3. Party B has to evaluate the environmental safety of the internship site of Party A

and the rights and interests of the internship.

4. Party B shall assign an internship counseling teacher to regularly visit Party A to assess students' learning and adaptation status, as well as the implementation of the internship contract conducted by Party A, in order to jointly counsel the students with Party A.

III. Number of internship quota: _____; Name of students: _____

IV. Period of internship

The internship starts from YYYY/MM/DD, and ends at YYYY/MM/DD.

V. Internship location

1. Address: _____
2. Party A shall not arbitrarily change the internship location without the consent of Party B and the student.

VI. Daily internship hours

Party A and Party B should consider the practical training needs and maintain personal physical and mental health. The daily internship hours should not exceed 8 hours.

VII. Internship allowances and related welfare matters

Party A shall handle the following agreed matters as bellows:

1. Payments: No; Scholarship / Internship allowance \$ _____
2. Welfare:
 - (1) Accommodation provided: No; Free of charge; Provided for a fee: \$ _____ per month.
 - (2) Meals provided: No; Free of charge; Provided for a fee: \$ _____ per meal.
 - (3) Shuttle bus / Transportation allowance: No; Free of charge; Provided for a fee: \$ _____ per time.
 - (4) Other welfare:

3. Rest time and leave of absence regulations:

Both parties shall agree on reasonable rest time and leave regulations based on the individual student internship plan and in accordance with the practical training needs of the internship site.

VIII. Insurance

During the internship period, Party B has to take the responsibility to insure the student with a group accident insurance for off-campus internships and pay the insurance premium.

IX. Counseling and alternative approaches for coping with difficulties during the internship

If the student intern encounters adaptation difficulties during the internship period, both Parties A and B should provide guidance and assistance. Party B shall propose to terminate the contract and re-arrange other possible institutes/farms/enterprises etc., or suggest alternative way for students to complete internship, if the student intern's situation is still not improved after assessment by Party B.

X. Coordination and handling procedures for internship disputes

1. Both Parties should agree on a dispute resolution coordination unit which could be the external internship committee or an internal unit of the school.
2. In the process of resolving dispute, relevant personnel should be invited to participate, and if necessary, labor-related law experts and scholars could be invited to attend.

XI. Evaluation and issuance of internship certificate

Both Party A and Party B shall co-evaluate the student's performance and oral/written report based on the regulation in the internship plan or internship program. The academic credits would be granted to students who meet the evaluation criteria. If necessary, the internship certificate may be issued.

XII. Contract effectiveness, termination, and rescission

1. This contract will enter into effect from the date of completion of signing.
2. Both Parties shall agree on the conditions for termination and rescission of the

contract. If the rights and interests of the student intern are severely harmed by Party A, Party B may request the termination or rescission of the contract and demand compensation from Party A in accordance with the law.

XIII. This agreement herein shall be governed by the laws of the R.O.C. (Taiwan).

XIV. In case of any disputes arising from this contract, and requirement of judicial remedies, both Parties agree that the Taichung District Court in Taiwan shall have jurisdiction as the court of first instance.

XV. Matters not covered by this contract shall be handled in accordance with relevant regulations, such as the *Implementation Measures for Industry-Academia Cooperation in Colleges and above*.

XVI. This contract is made in duplicate, with one copy held by each Party.

Parties in Agreement

Party A: (Company Seal)

Representative: (CEO Seal)

Address:

Unified Business Identifier:

Party B: National Chung Hsing University (University Seal)

Representative: (President Seal)

Address: 145 Xingda Rd., South Dist., Taichung City 40227, Taiwan (R.O.C.)

Unified Business Identifier: 52024101

Date: YYYY/MM/DD