明新學校財團法人明新科技大學

學生校外實習教學合作合約書

Minghsin University of Science and Technology

Student Off-Campus Learning Internship Cooperation Contract

立合約書人Signatories：

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

（以下簡稱甲方Hereinafter referred to as Party A )

明新學校財團法人明新科技大學Minghsin University of Science and Technology

（以下簡稱乙方Hereinafter referred to as Party B）

（以下簡稱丙方Hereinafter referred to as Party C)

基於培訓專才，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。

For the purpose of talent cultivation, the following terms are formulated according to the principle of mutual reciprocity to jointly promote learning internship and practice training, and the parties hereby agree to adhere to the terms.

1. 丙方基本資料Party C Information：

|  |  |  |  |
| --- | --- | --- | --- |
| 姓名Name |  | 學號Student Number |  |
| 所系科別Department  |  |
| 就讀學制Program |  |

1. 實習學期/階段Internship Semester：

 第 \_\_ 學期（大學 \_\_\_ 年級、 上/下 學期）

 Semester ＿＿ (Undergraduate year in school \_\_\_\_\_\_; Semester I / II )

 合約起訖時間Contract Period：

＿＿年＿＿月＿＿日~~＿＿年＿＿月＿＿日，共18週

From\_\_\_\_(yy)\_\_(mm)\_\_(dd) to \_\_\_\_(yy)\_ \_(mm)\_ \_(dd); totaling 18 weeks.

1. 實習合作職掌Internship Responsibilities：
2. **甲方：**依中華民國有關勞動法令規定暨教育部相關規定協助學生實習，並負責實習單位分配、報到、實務訓練、指導實習學生之生活言行並協助乙方實習輔導老師進行輔導訪視。

**Party A**: Assists with student internship in accordance with the Republic of China's Labor Standards Act and relevant Ministry of Education regulations, oversees student assignment to and registration with internship units, provides practical training, counsels interns in their everyday words and deeds, and support asisstants in visiting interns.

1. **乙方：**承辦學生實習相關業務及聯繫，得由專業教師偕同熟習學生母語之輔導人員進行負責指導學生校外實習。

**Party B:** Undertakes tasks and liaisons that are relevant to the student internship. Certified teachers and counselors who are familiar with the native language of the interns may jointly counsel the students in their off-campus internship.

1. **丙方：**在實習期間內，其實習時間依甲方之安排，惟不得違反有關勞動法令規定暨教育部相關規定，丙方在實習時間必須遵守甲方之規定服從指導與監督，實習期間按照甲方出缺勤與休補假管理，並愛惜甲方之財物及商譽，丙方實習期間內所得知甲方之營業機密、資訊、或任何形式之資料等，不得洩漏、公開、或以任何方式使他人知悉。

Party C: During the internship period, training schedule shall be arranged by Party A in compliance with the relevant regulations of the Labor Standards Act and the Ministry of Education. During the internship period, Party C shall abide by the regulations, instructions and supervisions set by Party A, and attendance and leave shall be handled according to the regulations of Party A. Party C shall uphold the property and business reputation of Party A, and shall not leak, disclose or reveal in any other manners the business secrets, information or any form of materials to others.

1. 各學期實習主題、對應能力、學分數、學時數Internship topics, required competencies, number of credits and number of class hours for each semester :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 學期Semester | 大＿＿上第 學期 year in school; \_Semester \_ \_\_ | 大＿＿下第 學期 year in school; \_Semester \_ \_ | 大＿＿上第 學期 year in school; Semester \_ \_\_ | 大＿＿下第 學期 year in school; Semester \_ \_\_ |
| 實習課程名稱Title of Internship Course |  |  |  |  |
| 實習主題Internship Topic |  |  |  |   |
| 對應院或系能力Required College or Departmental Competencies |  |  |  |  |
| 實習目標Internship Objectives |  |  |  |   |
| 學分數Number of Credits |  |  |  |  |
| 學時數Number of Class Hours |  |  |  |  |
| 總計＿＿＿＿學分數、＿＿＿＿學時數Total＿＿＿＿Number of Credits,＿＿＿＿Number of Class Hours |
| **註：**四技至多36 學分；二技至多20 學分；二專至多22 學分，一學分至多80小時**Note:** Maximum number of credits for 4-year college of technology is 36 credits; for 2-year college of technology is 20 credits; and for two-year college is 22 credits. Maximum hours for each credit is 80 hours.  |

1. 實習期間及項目內容Internship Duration and Content：

|  |  |
| --- | --- |
| 實習學期/階段Internship Period/Stage | 第＿＿學期（大學＿＿年級、 上 / 下 學期）Semester\_＿Grade＿＿ Semester I / II ) |
| 實習課程名稱Internship Course Title  |  |
| 實習廠商與地點Internship unit and Location |  |
| 每週實習時間Weekly Internship Schedule  |  |
| 實習廠商實習單位Internship Units and Departments  |  |
| 實習環境敘述Description of Internship Environment  |  |
| 實習內容敘述Description of Internship Content | 第＿至＿週：Week ＿ to ＿ | 主題Topic：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿內容Content：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿ |
| 第＿至＿週：Week ＿ to ＿ | 主題Topic：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿內容Content：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿ |
| 第＿至＿週：Week ＿ to ＿ | 主題Topic：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿內容Content：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿ |

1. 實習津貼、費用與其他Internship stipend, expenses and other：
	* 1. 實習津貼Stipend

⃞ 月給津貼(依法不得低於相關勞動法規規範)每月新台幣：\_\_\_\_\_元。

Monthly stipend (Shall not be less than the amount stipulated by the Labor Standards Act) ： NT$\_\_\_\_\_\_/month.

* + - * + 時給津貼(依法不得低於相關勞動法規規範)每小時新台幣：\_\_\_\_\_元。

Hourly stipend (Shall not be less than the amount stipulated by the Labor Standards Act)：NT$\_\_\_\_\_\_\_\_/hour.

* + 1. 獎助學金或其他Scholarships or other:

請說明Please specify：\_\_\_\_\_

* + 1. 固定需於津貼中扣除之費用項目Regular expenses to be deducted from the stipend：

⃞ 健保費Health insurance premium

* + - * + 所得稅Income Tax
				+ 伙食費Meals
				+ 住宿費Accommodation
				+ 交通費Travel
				+ 其他項目Other

請說明Please specify：\_\_\_\_\_

* + 1. 出缺勤津貼管理與計算方式，比照甲方規定辦理。

Management and calculation of stipend for attendance/absences shall be handled in accordance with the regulations of Party A.

1. 膳宿交通提供情況Meal and transportation benefits:
	* 1. 是否提供伙食Are meals provided ?

□是Yes.

□否No.

* + 1. 是否提供住宿Is accommodation provided?

□是Yes.

□否No.

* + 1. 是否提供交通Is transportation provided?

□是Yes.

□否No.

1. 保險事宜：Insurance
	* 1. 實習生報到時，甲方即辦理When students report for their internships, Party A shall begin the process for:

□ 健保Health Insurance.

□ 團體保險Group Insurance.

* 商業保險Commerce Insurance.
* 其他Other

請說明Please specify：\_\_\_\_\_

丙方必須參加乙方辦理之大專校院校外實習學生團體保險。

Party C is required to enroll in Party B's student group insurance for University Off-campus Internship.

1. 實習安全與輔導Internship Safety and Guidance：
2. 甲方實習單位應安排專業實務工作，訂定學習主題、安全防護及教育訓練計畫（包含教育訓練、實習內容、安全衛生、防災逃生、性別平等…等），並指派專人指導，嚴格要求敬業精神與培訓專業實務技能，並適時灌輸「管理實務知識」。

Party A, the internship organization, shall arrange professional tasks for the interns, set the learning topics, and formulate safety and contingency, education and training plans (including education and training, internship content, safety and health, disaster prevention and contingency, gender equality, etc.). Party A shall also designate an instructor, strictly require diligence on the job, cultivate practical professional skills, and when appropriate, instruct interns on " Management Practice ".

1. 甲方應依性騷擾防治法、性別工作平等法及性別平等教育法對丙方具有保護義務，確保實習環境之安全。丙方於實習期間遭受性侵害、性騷擾、性霸凌，爰向甲方或乙方申訴時，甲方、乙方應依法採取立即有效之糾正及補救措施

Party A is obligated to protect Party C in accordance with the Sexual Harassment Prevention Act, the Act of Gender Equality in Employment, and the Gender Equity Education Act, and ensure a safe internship environment. If Party C complains to Party A or Party B of sexual assault, sexual harassment or sexual bullying during the internship period, Party A or Party B shall promptly and effectively adopt corrective and remedial measures in accordance with relevant laws.

1. 丙方於實習期間遭受性侵害、性騷擾、性霸凌時，甲方應立即通知乙方，使乙方得依校安維護通報系統向主管機關通報

If Party C is subjected to sexual assault, sexual harassment or sexual bullying during the internship period, Party A shall immediately notify Party B, and Party B shall report to the competent authorities in accordance with the University's Safety Notification System.

1. 實習訓練期間，如有發生性侵害、性騷擾、性霸凌之情事時，經審查後，乙方依性別平等教育法提請調查時，得請甲方推派代表參與調查會；若由甲方依性別工作平等法進行調查時，亦須邀請乙方代表共同參與調查

In case sexual assault, sexual harassment or sexual bullying happens during the internship period, after reviews, Party B shall investigate it in accordance with the Gender Equity Education Act. Party A shall be invited to send a representative to participate in the investigation. If the investigation is conducted by Party A in accordance with the Act of Gender Equality in Employment, Party A shall likewise invite a representative of Party B to participate in the investigation.

1. 實習期間均由專業教師及實習單位主管擔任指導老師，督導實務實習內容及進行技能指導，並於實習前共同訂定「學生個別實習計畫書」作為丙方實習學習之依據。

During the training period, all advisory roles shall be assumed by certified teachers and the supervisors of the internship unit. The advisors shall supervise the internship content and provide skill-based instructions. In addition, prior to the internship, they shall jointly formulate the Individual Student Internship Proposal with their students as an internship learning reference for Party C.

1. 實習期間乙方安排輔導老師定期赴甲方訪視丙方，每學期至少2次，負責校外實習輔導、溝通、聯繫。若乙方輔導老師未定期訪視，請甲方實習單位主管協助告知。

During the internship period, Party B shall regularly arrange for teacher advisor to visit Party C, at least 2 times per semester, at the site of Party A for off-campus internship counseling, communication and liaison. If the teacher advisor fails to visit regularly, the supervisor of the internship unit of Party A should assist with notification.

1. 丙方表現或適應欠佳時，由甲方知會乙方輔導處理，且經過三方協調決議或經相關會議決議後調整及改善，如有任一方不同意決議結果，得由乙方啟動轉換實習機構或替代方案協助丙方另外取得學分。若有不當行為且情節重大者，將送交乙方之相關實習委員會處理。

If the performance of Party C is unsatisfactory, Party A shall notify Party B for counseling and handling. Improvements and adjustments shall be made following negotiations among all three parties or resolution by relevant meetings. If any one of the parties disagrees on the outcome of the resolution, Party B may initiate a change in internship unit or an alternative program to help Party C fulfill credits.

Misconduct or serious incidents shall be referred to the appropriate internship committee of Party B for handling.

1. 丙方於校外實習期間，不得無故缺席。During the off-campus internship period, Party C is not allowed to take absence or leave without any reasons.
2. 實習若產生爭議，如獲獲改善，丙方得依據實習辦法規定提出申訴。

In case any dispute occurs during the internship period, if without any improvement, Party C may file a complaint in accordance with the regulations of the internship.

1. 實習考核Internship Assessment：
2. 實習期間由甲方用人單位主管及乙方專業實習老師共同協調依實習機構評量、訪視輔導評量、實習報告或其他項目之分配考核占比，並共同評核丙方實習之成績及實習態度表現，最後由乙方輔導老師依上述評核作總結性評量，給予丙方校外實習之最終成績。

During the internship period, the supervisor of the internship unit of Party A and the internship teacher advisor of Party B shall jointly formulate scoring for internship organization assessment, visitation and counseling assessment, internship report and other items.

They shall also jointly evaluate the internship performance and learning attitude of Party C.

1. 丙方若有表現或適應欠佳，並轉換實習機構之情形，丙方成績由前、後實習企業考核成績與替代方案成績依時數加權平均之。

In case Party C has either low performance or weak adaptability, and changes in intership institutions, the grade for Party C shall be based on the weighted average of the evaluation scores in previous and latter internship units and the hours in the alternative program.

1. 丙方於實習期間依規定期限完成「校外實習報告」供系所審查，經評核成績合格者授予學分。

Party C shall complete and submit the Off-campus Internship Report to his/her department for review by the prescribed deadline. Credits shall be given upon review and approval.

1. 甲乙雙方不定期協調檢討實習各項措施，使其實習合作更臻完善。

Both parties A and B shall negotiate and review internship measures from time to time to ensure a sound internship cooperation.

1. 爭議處理Disputes
	* 1. 產生爭議，應由乙方與甲方共同商議爭議改善方案，如未獲改善，丙方得依據相關規定提出申訴，乙方須召開校外實習委員會針對爭議進行協商與處理。

In case of a dispute, Party B and Party A shall jointly discuss the resolution of the dispute. If a resolution cannot be reached, Party C may submit a complaint in accordance with relevant regulations. Party B shall then convene an internship committee meeting to address and negotiate the dispute.

* + 1. 甲方及丙方應依決議進行調整及改善，如有任一方不同意決議結果，則由乙方協助丙方申請轉換實習機構或終止實習。

And Parties A and C shall make adjustments and improvements it in accordance with the resolutions of the meeting. If any one of the parties disagrees with the resolutions, Party B shall assist Party C with changing the internship unit or terminating the internship.

* + 1. 甲方不得給予差別對待或其他不利之處分

Party A shall not practice differential treatment or other disadvantageous treatment.

1. 其他約定事項Other items of agreement
	* 1. 相關輔導機制、成效考核制度、爭議處理、替代方案或其他權利義務，若有未盡周詳之處，將依乙方＿\_\_\_\_\_\_\_\_ 系國際學生產學合作專班校外實習教學實施要點及乙方相關法規辦理。

Any matters pertaining to guidance mechanism, performance evaluation system, disputes management, alternative programs or rights and obligations issues that are not addressed in this Contract shall be handled in accordance with the International Student Industry-academia Cooperation Program Off-campus Internship Implementation Regulations of the *\_\_\_\_\_\_\_\_\_\_\_\_* Department of Party B and other relevant regulations of Party B.

* + 1. 本合約以及相關附件均視為本合約之一部分，與合約條款具完全相同之效力，其他有關實習合作未盡事宜之處，得視實際需要協議後另訂之。

This Contract and its attachments are regarded as part of this Contract, and shall have the same effect as the articles of this Contract. Other matters pertaining to the internship cooperation that are not addressed shall be otherwise negotiated and formulated as needed.

* + 1. 甲方所安排之實習不得要求丙方從事危險與違法行為。若經查證甲方如有違反之事實，乙方得要求限期改善或終止本合約，並得由乙方協助丙方採取相關法律途徑。除以上敘述外，任一方欲提前終止合約，應至少於20日前向另兩方提出及告知。

Internship tasks arranged by Party A shall not require Party C to engage in dangerous or illegal conduct. If Party A is found in violation, Party B may request improvement by a certain deadline or terminate the contract. Party B shall assist Party C with any relevant legal actions. Except for the abovementioned circumstance, any one of the parties wishing to terminate the contract shall submit a notification to the other two parties at least 20 days in advance.

1. 合約訴訟Litigations
	* 1. 本合約書一式參份，甲、乙及丙方各執乙份為憑。

This Contract is in triplicate. Party A, Party B and Party C each holds one copy of the Contract.

* + 1. 本合約書之準據法為中華民國民法、相關勞動法令規定暨教育部相關規定，合約書未盡周詳之處，均以中華民國法令為準則。

The Contract is formulated in accordance with the Republic of China's Civil Code and relevant regulations of the Labor Standards Act and Ministry of Education. Matters not addressed in this Contract shall be handled in accordance with relevant laws of the Republic of China.

* + 1. 因本合約內容涉訟時合意以臺灣 \_\_\_\_\_\_\_\_\_\_\_\_ 地方法院為第一審管轄法院。

The parties agree to use Taiwan's \_\_\_\_\_\_\_\_\_\_\_\_\_\_ District Court as the jurisdictional court of first instance in case of dispute during the period of this Contract.

* + 1. 此合約書若因翻譯版本有所不同，將依中文版為主。

In case of any differences in the translated versions of this Contract, the Chinese version shall prevail.

立合約書人Signatories：

甲方Party A：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

負責人Legal Representative：\_\_\_\_\_\_\_\_\_\_

地址Address：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

統一編號Tax ID：\_\_\_\_\_\_\_\_\_\_

乙方Party B：明新學校財團法人明新科技大學 Minghsin University of Science and Technology

校長President：劉國偉Liu, Kuo-Wei

地址Address：30401新竹縣新豐鄉新興路1號

 No.1 Xinxing Road, Xinfeng Township, Hsinchu County 30401

統一編號Tax ID：46802708

丙方Party C：

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_(簽名且蓋章Please sign and seal).

戶籍地址Permanent Address：

居留證號Resident Certificate Number：

西元Date：　 年*Year* 　 月*Month* 　 日*Day*