

銘傳大學校外實習合約書(非僱傭關係版)
Ming Chuan University Off-Campus Internship Agreement
(Non-Employment Relationship Version)

立合約書人 Signatories	實習機構Enterprise	(以下簡稱甲方) hereafter referred to as Party A
	學校School	(以下簡稱乙方) hereafter referred to as Party B
	實習學生Student	(以下簡稱丙方) hereafter referred to as Party C

甲乙雙方基於培養學生實務技能，增進其職場實務經驗，共同辦理實習課程。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，甲方與丙方學生為單純學習訓練關係(不具僱傭關係)，經三方協議訂定條款如下：

The Parties, A and B, aim to enhance students' practical skills and workplace experience by jointly implementing an internship program. In accordance with the Procedures for Industry-Academia Collaboration of Junior Colleges and Institutions of Higher Education, this internship adopts the general off-campus internship model, establishing a purely educational and training relationship between Party A and Student C (non-employment relationship). The following terms are agreed upon by all three parties:

第1條 甲方之職責 **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。
Participate in the planning of the off-campus internship program and, based on Student C's individual internship plan, provide relevant practical training. Arrange internship unit assignments and schedules to facilitate various practical skill training and talent cultivation.
2. 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。
Be responsible for the safety briefing for students before the internship, arranging safety protective equipment at the internship site, and planning relevant occupational safety and health measures.
3. 甲方應協助乙方實習輔導教師進行訪視、輔導丙方及參與實習成績考核。
Party A should assist Party B's internship advisor in conducting visits, providing guidance to Party C, and participating in the internship performance evaluation.

第2條 乙方之職責 **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。
In accordance with Article 6 of the Implementation Guidelines for Industry-Academia Cooperation of Higher Education Institutions, establish off-campus internship committees at all levels and be responsible for tasks related to the off-campus internship mechanism.
2. 依系科發展及專業核心能力妥善規劃校外實習課程，並於實習前為丙方訂定「學生個別實習計畫」。
Properly plan the off-campus internship courses according to the development of the department and professional core competencies, and establish an "Individual Internship Plan for Students" for Party C before the internship.
3. 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。
Party B is responsible for assessing the safety of Party A's internship facility environment and evaluating the internship rights and benefits.
4. 乙方應指派實習輔導教師，赴甲方進行訪視及輔導，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 should assign an internship advisor to visit Party A, provide guidance, understand Party C's learning adaptation status, and assess the implementation of the internship contract by Party A. Party B and Party A will jointly guide Party C.

第3條 丙方之職責及實習課程資料 **Party C's Responsibilities and Internship Course Information**

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

Party C, as a student recommended by Party B to undertake the internship at Party A, shall comply with Party A's internship regulations and follow the guidance of Party B's internship course instructor, as well as the guidance of the relevant department or school, while serving diligently and striving to learn.

2. 此實習認列之實習課程資料

The internship course information for the recognized internship program.

課程科目代碼 Internship Course Code	實習課程屬性 & 學分數 Internship Course Type and Credit (必修Mandatory、選修Elective)	實習課程名稱 Internship Course Name
	☐ 必修Mandatory, ____學分credits ☐ 選修Elective, ____學分credits	
	☐ 必修Mandatory, ____學分credits ☐ 選修Elective, ____學分credits	
	☐ 必修Mandatory, ____學分credits ☐ 選修Elective, ____學分credits	

第4條 實習期間Internship Period

自From ____年Year ____月Month ____日Day起至to ____年Year ____月Month ____日Day。

第5條 實習場所Internship Location

1. 實習地點Internship location:

縣(市) County/City ____區District ____路(街) Street ____號Building Number ____樓Floor。

2. 甲方非經乙方及丙方同意，不得任意調動實習地點。

Party A shall not change the internship location without the consent of both Party B and Party C.

第6條 每日實習時間Daily Internship Hours

甲乙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8小時，每週實習時間，不得超過40小時，且不得於午後10時至翌晨6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)。Party A and Party B shall consider the requirements of practical training and the need to safeguard personal physical and mental health when scheduling internship hours. Daily internship hours shall not exceed 8 hours, and weekly internship hours shall not exceed 40 hours. Furthermore, no internships shall be conducted between 10:00 PM and 6:00 AM (except for internships conducted by the school that meet the eligibility criteria for various professional and technical examinations).

1. 每日實習時間Daily Internship Hours: 自From ____: ____至to ____: ____止
2. 每日實習時間總計Total Daily Internship Hours: ____小時hours。

第7條 實習項目Internship Tasks

實習項目依甲、乙、丙三方共同訂定之「銘傳大學學生校外實習個別實習計畫」內容辦理。

The internship items shall be handled in accordance with the content of the "Student Off-Campus Internship Individual Internship Plan," which is jointly established by Party A, Party B, and Party C.

第8條 實習給付及相關福利事項 Internship Stipend and Related Benefits

甲方應依下列約定事項辦理, 幣額皆以新臺幣支付 The Party A shall comply with the following provisions, with all amounts paid in New Taiwan Dollars (NTD):

1. 實習給付 Internship Stipend

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。

The stipend provided by Party A shall be paid in full to the student and directly deposited into the student's account via a financial institution.

☐ 無 None

☐ 實習津貼 Internship allowance, 每月 _____ 元 per month。

2. 福利 Benefits:

(1) 宿舍 Accommodation: ☐ 無 None ☐ 免費提供 Provided for free ☐ 付費提供, 每月 Provided at a monthly rate _____ 元。

(2) 水電、瓦斯費 Utilities and Gas Fees: ☐ 無 None ☐ 免費提供 Provided for free ☐ 付費提供, 每月 Provided at a monthly rate _____ 元。

(3) 伙食 Meals: ☐ 無 None ☐ 免費提供 Provided for free ☐ 付費提供, 每餐 Provided at each meal _____ 元。

(4) 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 provided at a monthly rate of _____ 元; ☐ 交通津貼 Transportation allowance, 提供每月 provided at a monthly rate of _____ 元。

(5) 其他公司福利 Other company benefits:

3. 休息時間及請假規定 Rest Periods 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。

Rest periods and leave regulations shall be determined by mutual agreement between Party A and Party B, based on the individual internship plan for the student and in alignment with the practical training requirements of the internship location.

第9條 實習保險 Internship Insurance

丙方於實習期間, 乙方應為丙方投保「大專校院校外實習學生團體保險」, 依系級「校外實習實施細則」規定支付保險費。

During the internship period, Party B shall procure "Off-Campus Internship Group Insurance for College and University Students" for Party C and pay the insurance premium in accordance with the provisions of the departmental "Off-Campus Internship Implementation Guidelines."

第10條 實習不適應之輔導轉換方式 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。

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11條 實習爭議協調及處理方式 Internship Dispute Settlement and Handling

1. 甲、乙雙方應約定爭議處理協調之單位:系級校外實習輔導委員會。
Both Party A and Party B shall agree on the unit responsible for handling disputes: The Department-level Off-campus Internship Guidance Committee.
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12條 實習成績評核及實習證明發給 Internship Performance Evaluation and Internship Certificate Issuance

甲、乙雙方應依丙方「銘傳大學學生校外實習個別實習計畫」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。

Both Party A and Party B shall evaluate Party C's internship performance and internship report based on the standards set in Party C's "Student Off-Campus Internship Individual Internship Plan" or internship course plan. Students who pass the evaluation will be awarded credits, and if necessary, a written internship certificate may be issued.

第13條 管轄暨補充規定 Jurisdiction and Supplementary Provisions

1. 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。
Should the three parties have disputes over this contract, the three parties hereby submit and consent to the jurisdiction of Shih-Lin District Court.
2. 本契約未盡事宜, 依專科以上學校產學合作實施辦法及本校相關法規等相關法令等相關規定辦理。
Matters not covered in this contract shall be handled in accordance with the "Procedures for Industry-Academia Collaboration of Junior Colleges and Institutions of Higher Education" and relevant laws, regulations, and the university's policies.

第14條 契約生效、終止及解除 Effectiveness, Termination and Rescission of contract

1. 本契約書自簽署完成之日起生效。
This contract shall take effect from the date of its signature.
2. 除本契約書另有約定外, 甲方如有其他嚴重影響學生實習權益, 乙方亦得逕行書面終止或解除契約並尋求法律途徑解決。
Unless otherwise agreed in this contract, if Party A has any other serious impact on the students' internship rights, Party B may also terminate or terminate the contract in writing and seek legal solutions.

第15條 契約收執 Receipt of Agreement

本合約書一式三份, 甲乙丙方三方各執乙份存照。

This contract is made in triplicate, with one copy held by each of Party A, Party B, and Party C for reference.

立合約書人
Signatories

甲 方Party A:
負責人Company Representative:
地 址Address:
統一編號Tax ID Number:

乙 方Party B:銘傳大學Ming Chuan University
校 長President:李選士 Dr. Lee, Hsuan-Shih
地 址Address:111臺北市中山北路五段 250 號No. 250,
Section 5, Zhongshan North Rd., Shihlin District,Taipei
City 111
統一編號Tax ID Number:29902801

丙 方Party C:
班級Class:
學號Student ID:

實習機構合約書用印章
Enterprise's Seal for Contract Signing

學校關防
School's Seal for Contract Signing

____年____月____日
Year / Month / DAY

※備註Note (簽請合約書用印時, 請刪除這個備註To be deleted when the contract is signed and sealed):

1. 依教育部113年12月3日來函說明(發文字號:1132303690), 外籍學生參與實習課程赴校外實習, 「學校與廠商的實習契約」與「學生個人與廠商的工讀契約」必須明確區隔, 學生於同一廠商從事校外實習課程及工讀活動, 每週總時數不得逾40小時, 且學生每日實習及工讀總時數不得超過8小時, 且結束時間不得超過晚上10點。

According to the Ministry of Education's correspondence dated December 3, 2024 (Document No. 1132303690), the "Internship Agreement between the School and the Employer" and the "Work-Study Contract between the Student and the Employer" must be clearly distinguished for foreign students participating in off-campus internship programs. Students engaging in both off-campus internships and work-study activities with the same employer shall not exceed a total of 40 hours per week. Additionally, the combined daily hours for internships and work-study activities must not exceed 8 hours, and the activities must end no later than 10:00 PM.

2. 學系簽請實習合約書用印時, 會簽【法務處】及【前程規劃處】。

When academic departments apply for the signing and sealing of internship agreements, they must obtain joint approval from the Legal Affairs Office and the Career Planning Office.

3. 如要修改本校實習合約書公版內容或採用實習合作機構提供之實習合約書, 依本校實習辦法第六條之規定, 需於合約書內載明實習時間、實習地點、實習課程名稱、學分數、實習項目、職前訓練、實習保險、輔導內容、考核方式、不適應輔導、爭議處理及合約生效、終止與解除等約定事項, 需經法務處審核後始能簽請實習合約書用印。

If modifying the standard version of the university's internship agreement or adopting an internship agreement provided by the cooperative institution, in accordance with Article 6 of the university's Internship Regulations, the agreement must specify the internship duration, location, course name, credit hours, internship tasks, pre-job training, internship insurance, guidance details, evaluation methods, counseling for maladjustment, dispute resolution, and terms for the agreement's effect, termination, and cancellation. The agreement must be reviewed by the Legal Affairs Office before signing and sealing.

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。

After students complete their internships, departments are requested to upload internship materials (including the internship agreement and evaluation forms) to the departmental academic affairs database according to the academic year in which the internship course was offered.