

銘傳大學校外實習合約書(僱傭關係版)

Ming Chuan University Off-Campus Internship Agreement (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」及「勞動基準法」等相關勞動法令規定，採工作型校外實習，由甲方聘任丙方為正式員工(具僱傭關係)，經三方協議訂定條款如下：

Both Party A and Party B, based on the goal of cultivating students' practical skills and enhancing their workplace experience, jointly organize an internship program. In accordance with the "Implementation Regulations for Industry-Academia Cooperation for Higher Education Institutions" and the "Labor Standards Act" and other relevant labor laws, this is a work-based off-campus internship. Party A hires Party C as a formal employee (with an employment relationship). The terms are agreed upon by all three parties as follows:

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，安排實習工作單位分配、工作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 course, and provide students with relevant practical training based on Party C's individual internship plan. Arrange the assignment of internship work units and work schedules to conduct various practical skill training for talent development.
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工作環境安全性及實習權益之評估。
Party B is responsible for evaluating the safety of the work environment at Party A's internship institution and assessing internship rights and interests.
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	實習課程屬性與學分數 Internship Course Type and Credit (必修Mandatory、選修Elective)	實習課程名稱 Internship Course Name
☐ 57462	☐ 必修Mandatory, ____學分credits ☒ 選修Elective, <u>3</u> 學分credits	企業實習
☐ 99982	☐ 必修Mandatory, ____學分credits ☒ 選修Elective, <u>3</u> 學分credits	企業進階實習
☐ 99983	☐ 必修Mandatory, ____學分credits ☒ 選修Elective, <u>3</u> 學分credits	職場實務專題

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

甲方對丙方之實習時間應依勞動相關法令之規定辦理。

Party A shall arrange Party C's internship hours in accordance with the relevant labor laws and regulations.

1. 每日正常實習時間及休息時間Regular daily internship hours and rest periods: 每日正常實習時間不超過8小時，每週不超過40小時The regular daily internship hours shall not exceed 8 hours, and the weekly total shall not exceed 40 hours.

- (1) 每日實習時間Daily Internship Hours

☐固定班Fixed shifts, 每日Daily: 自From ____:____至to ____:____止

☒排班制Rotating shifts:

(a) 自From ____:____至to ____:____止

(b) 自From ____:____至to ____:____止

(c) 自From ____:____至to ____:____止

- (2) 每日實習時間總計Total Daily Internship Hours: 4~8小時hours。

2. 甲方非經乙方及丙方同意不得任意延長實習時間或於休息日、休假日工作。

Party A shall not extend the internship hours or require work on rest days or holidays without the consent of both Party B and Party C.

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 實習薪資及相關福利事項 Internship Salary and Related Benefits

甲方應依法支付丙方薪資，有關薪資計算基準及其他相關福利項目如下，幣額皆以新臺幣支付：

Party A shall pay Party C's salary in accordance with the law. The salary calculation basis and other related welfare items are as follows, with all amounts to be paid in New Taiwan Dollars (NTD)

1. 薪資Salary: 薪資不得低於當年度基本工資規定，倘法定基本工資調升時，甲方應隨之調升丙方薪資。甲方提供之工資應全額予丙方，並以金融機構轉存方式直接匯入丙方帳戶。甲方不得預扣丙方薪資作為違約金或賠償費用。

The salary shall not be lower than the statutory minimum wage for the current year. If the minimum wage is raised, Party A shall adjust Party C's salary accordingly. The salary provided by Party A shall be paid in full to Party C and transferred directly to Party C's account through a financial institution. Party A shall not withhold Party C's salary as a penalty or compensation fee.

□時薪Hourly pay _____元

□月薪Monthly salary _____元

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. 其他勞動權益: 休息時間、休假、例假、休息日及請假等事項，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。

Other labor rights: Matters such as rest time, leave, holidays, rest days, and sick leave should be handled in accordance with the provisions of the Labor Standards Act, the Gender Equality in Employment Act, and the Labor Leave Regulations, among other relevant labor laws.

第9條 保險及退休金Insurance and Retirement Fund

丙方於實習期間，甲方應依相關法規為丙方辦理勞工保險、勞工職業災害保險、就業保險、全民健康保險及提繳勞工退休金，並依規定支付保險費。乙方應為丙方投保教育部辦理之「大專校院校外實習學生團體保險」，或另行辦理具有同等保障之意外傷害保險。保險內容應至少包含：新臺幣200萬元之傷害保險，以及新臺幣5萬元之傷害醫療保險(含門診實支實付與住院日額給付)。保險費由乙方負擔。

During the internship period, Party A shall arrange labor insurance, labor occupational accident insurance, employment insurance, national health insurance, and contribute to the labor retirement fund for Party C in accordance with relevant laws and regulations, and shall pay the insurance premiums as required. Party B shall purchase the Ministry of Education's "Group Insurance for Off-Campus Internship Students of Colleges and Universities" for Party C, or arrange equivalent accident insurance coverage. The insurance policy shall include, at minimum, accident insurance coverage of NT\$2,000,000 and medical coverage of NT\$50,000 (including actual outpatient expenses and daily hospitalization benefits). The insurance premium shall be borne by Party B.

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、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、勞工退休金條例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 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, the Labor Occupational Accident Insurance and Protection Act, the Employment Insurance Act, the Labor Pension Act, and other relevant regulations of the university.

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:國際企業學系四年級____班

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