

# 長榮大學 學生國內實習合約書 (三方合約)

## Chang Jung Christian University

### Domestic Internships for Students Agreement

#### (Trilateral Agreement)

立合約書人：長榮大學（以下簡稱甲方）與\_\_\_\_（實習機構）\_\_\_\_（以下簡稱乙方）與\_\_\_\_（學生）\_\_\_\_（以下簡稱丙方），三方基於互惠原則，共同推廣校外實習課程與職場實務訓練，促進產學人才培育之連貫性，發揮務實致用的觀念與能力，協議訂定下列事項，共同遵循。

The three parties to the contract: Chang Jung Christian University (hereinafter referred to as Party A) and \_\_\_\_\_ (internship provider) (hereinafter referred to as Party B) and \_\_\_\_\_ (intern student)(hereinafter referred to as Party C), based on the principle of reciprocity as well as to jointly promote off-campus internship courses and workplace practical training, foster the coherence of industry-academia talent cultivation, and exert pragmatic and practical concepts and capabilities, have agreed upon the following matters for joint compliance herewith.

#### 一、 工作職掌

1. 甲方：負責聯繫協調實習有關事項及安排分發學生實習機構，並指派輔導教師負責指導學生專業實務實習。
2. 乙方：負責實習工作單位分配、報到、訓練及輔導實習學生。

#### 1. Responsibility arrangements

(1) Party A: shall be responsible for contacting and coordinating on internship-related matters, arranging and dispatching intern students to internship providers, as well as assigning a mentoring instructor to be in charge of guiding intern students in professional practice and training.

(2) Party B: shall be responsible for the arrangement of work units for internship, as well as reporting for duty, training, and guidance of intern students.

#### 二、 實習相關內容

1. 丙方就讀甲方\_\_\_\_間部\_\_\_\_年制\_\_\_\_\_學系/學程。
2. 本次實習課程名稱為\_\_\_\_\_，實習學分數\_\_\_\_\_學分。

3. 實習期間自 年 月 日至 年 月 日止，預計 小時。

4. 實習薪資或獎勵金

無薪資。

有薪資：時薪\_\_\_\_\_元或每月\_\_\_\_\_元。

獎勵金：\_\_\_\_\_元。

5. 雙方須於實習前\_\_\_\_個月前協議需求條件，且實習時數符合丙方之課程規定與學分配當標準。

6. 實習內容需為學生校內修習課程之延伸。乙方不得隨意更換丙方實習內容，若需調整工作內容須盡速通知甲方進行協議，再行實施。

## 2. Internship-related content

(1) Party C is studying in \_\_\_\_\_-year, (day/night) school, in the \_\_\_\_\_ department / program of Party A.

(2) Internship course: \_\_\_\_\_, internship credits: \_\_\_\_\_.

(3) The internship period starts from \_\_\_\_\_MM \_\_\_\_\_DD \_\_\_\_\_YYYY to \_\_\_\_\_MM \_\_\_\_\_DD \_\_\_\_\_YYYY, with an estimate of \_\_\_\_\_ hours.

(4) Internship salary or incentive pay

Without salary.

With salary: NT\$ \_\_\_\_\_ per hour or NT\$ \_\_\_\_\_ per month.

Incentive pay: NT\$ \_\_\_\_\_.

(5) Both parties shall agree on the requirements and conditions \_\_\_\_\_ months prior to the internship, and the number of internship hours shall conform to Party C's curriculum requirements and credit allocation criteria.

(6) The content of the internship shall be an extension of the on-campus study courses for the intern student. Party B shall not arbitrarily replace the content of Party C's internship. In case of the need to adjust the work content, Party B shall notify Party A at the earliest possible time in order to reach an agreement prior to the implementation thereof.

## 三、 實習保險

1. 合作契約簽訂：為維護學生受教及學習權益，學校辦理校外實習課程時，應與實習機構簽訂合作契約及明定實習內容，並於實習契約書載明實習各項細節及相關配套措施。

2. 實習學生所屬系所應確保並輔導學生修習實習課程。
3. 為確保實習學生校外實習之人身安全，甲方應妥善與實習機構協調，為學生辦理及支應校外實習保險。
4. 如有向學生收取費用之必要性，應注意收取項目之合理性及收取金額之妥適性。
  - (1) 實習保證金：應於學生順利完成實習後全額退費，不得扣抵其他名目。
  - (2) 其他實習相關費用：應於實習契約書或辦法載明，於學生實習前告知，並開立收據備查。
3. Internship insurance

(1) Signing of the cooperation contracts: In order to protect the rights and interests of intern students in receiving their education and learning, Party A shall sign a cooperation contract with the internship provider specifying the content of the internship, as well as clearly stating the various details of the internship and related supporting measures in the internship contract when implementing off-campus internship courses.

(2) The department to which the intern student belongs shall ensure the intern student's taking of the internship course and provide guidance thereof.

(3) In order to ensure the personal safety of the intern student while engaging in off-campus internships, Party A shall properly coordinate with internship providers on taking out and managing off-campus internship insurance for intern students.

(4) If it is necessary to charge intern students some fees, attention shall be paid to the reasonableness of the item to be charged for and the appropriateness of the amount to be charged.

1) Internship deposit: Such a fee shall be refunded in full after the intern student has successfully completed the internship, and shall not be deducted from for other causes.

2) Other internship related expenses: They shall be specified in the internship contract or guidelines, intern students shall be informed thereof prior to the internship, and a receipt for such expenses shall be issued for future reference.

#### 四、 實習契約訂定、變更及終止

1. 契約自甲、乙方訂約日起生效，內容變更或記載事項的增刪，非經雙方同意，不生效力。
2. 契約簽訂時，若發生誤植日期等情事，為避免竄改合約嫌疑，不接受塗改，需重新簽訂。
3. 任一方有違反或未履行本合約任何一條款規定之情事時，他方得以書面或電話進行協調。

#### 4. Establishment, modification, and termination of internship contracts

- (1) The contract shall take effect from the date of the signing of the contract by Party A and Party B. Changes in the content or additions or deletions of recorded items shall not take effect unless they are agreed upon by both parties.
- (2) In case of an error in the date or other items after the contract has been signed, in order to avoid the suspicion of tampering with the contract, the alteration shall not be accepted, and the contract shall require re-signing.
- (3) When either party breaches or fails to perform any of the provisions of this Agreement, the other party may conduct coordination in writing or by telephone.

#### 五、 實習生輔導

1. 實習期間學生均由乙方實習單位主管督導實習實務工作內容，進行技能指導工作。
2. 實習期間甲方定期安排實習指導老師赴乙方訪視實習學生，負責專業實務實習輔導、溝通、聯繫工作。
3. 乙方之工作項目安排不得影響學生健康及安全，不得要求學生協助從事違法行為，乙方如有違反，甲方得逕行終止本合約。
4. 實習期間乙方應給予實習生比照一般從業人員休假制度，依照當月份星期天數排休，並依乙方既有規定供應實習制服或膳食。

#### 5. Mentoring of intern students

- (1) During the internship period, the supervisor of the work unit of Party B shall supervise the practical work content of the internship and provide technical guidance for intern students.
- (2) During the internship period, Party A shall regularly arrange for the internship mentor to visit the intern student at Party B's location in order to provide guidance as well as work on communication and coordination in the professional practice of the internship.
- (3) The work items arranged by Party B shall not affect the health and safety of intern students, and Party B shall not require intern students to assist in illegal acts. In case of violation by Party B, Party A may immediately terminate this Agreement.
- (4) During the internship period, Party B shall provide intern students with leave according to the leave system for its general practitioners, arrange days off according to the number of days and weeks in the

current month, and provide intern uniforms or meals according to Party B's existing rules.

## 六、 實習考核

1. 實習期間由甲方指導老師及乙方實習單位主管共同評核實習成績。乙方應於每學期結束前將實習成績考評表擲交甲方，俾利核算實習成績。
2. 學生表現或適應欠佳時，由乙方知會甲方共同協商處理方式，經輔導未改善者，取消實習資格。
3. 甲方學生上、下班應依乙方規定登錄出勤時間，實習期間請假應事先辦理手續，並經實習主管核准，實習期間曠職視同曠課，曠職逾三天（含）者，乙方得於通知方後提前終止該實習學生之實習。
4. 甲、乙雙方應不定期協調與檢討各項實習成效，期使實習合作更臻完善。

## 6. Internship assessment

- (1) During the internship period, the mentor for Party A and the supervisor of the work unit of Party B shall jointly evaluate the results of the internship. Party B shall hand in the internship assessment report to Party A prior to the end of each semester to facilitate the calculation of internship performance.
- (2) When the intern student's performance or adaptation is unsatisfactory, Party B shall inform Party A thereof in order to jointly work out solutions. If the intern student fails to improve after being mentored, the internship eligibility shall be cancelled.
- (3) The attendance record of Party A's intern students for arriving at and leaving from work shall be registered in accordance with Party B's rules. The application for leave during the internship period shall be proceeded in advance and be approved by the internship supervisor. To be absent from work without leave during the internship period shall be regarded as being absent from school without permission. If the number of days of absence from work without leave amount to three days or more, Party B may terminate the internship of the said intern student in advance after notifying Party A thereof.
- (4) Party A and Party B shall coordinate and review the results of various internships from time to time, so as to make the internship cooperation more perfect.

## 七、 合意管轄

因契約所生之訴訟，甲乙雙方同意以台南地方法院為本案第一審管轄法院，但不得排除民事訴訟法有關法院管轄之規定。

7. Consensus jurisdiction

For the lawsuit arising from this Agreement, both Party A and Party B agree to use the Taiwan Tainan District Court as the competent court of first instance, which however, shall not exclude the application of provisions relating to jurisdiction of courts under the Code of Civil Procedures.

八、 其他事項

本契約如有未盡事宜,依有關法令、習慣及誠信與平等互惠原則公平解決之。

8. Other matters

Any matters not covered in this Agreement shall be resolved fairly in accordance with relevant laws and regulations, customs, as well as the principles of good faith, equality, and reciprocity.

九、 本合約一式四份，甲、乙、丙方及長榮大學職涯發展中心各執乙份存照。

9. This Agreement shall be made in quadruplicate. Party A, Party B, Party C, and the Career Development Center of Chang Jung Christian University shall each retain one copy thereof for future reference.

十、 附則

1. 實習生在實習期間應遵守乙方員工守則，並遵照乙方實習單位負責人之指示與指導。

2. 為顧及乙方之業務機密，甲方之實習學生及指導老師因參加本校外實習課程合作所知悉乙方業務機密，無論於實習期間或實習終了後，均不得洩漏任何第三人或自行加以利用，亦不得將實習內容揭露、轉述或公開發表。

10. Supplementary provisions

(1) Intern students shall abide by Party B's work rules for employees during the internship period, and follow the instructions and guidance given by the person in charge of Party B's work unit for the internship.

(2) In order to take into account Party B's business secrets, both Party A's intern students and mentors shall never disclose Party B's business secrets as known to them out of their participation in the cooperation of the off-campus internship course to any third party or use them by themselves, and shall not disclose, recite, or publish the internship content to the public, regardless of its being during or after the end of the internship period.

**立合約書人 Contracting parties**

甲方：

Party A:

代表人：

Representative:

職稱：

Title:

電話：

Telephone No.:

地址：

Address:

乙方

Party B:

代表人：

Representative:

職稱：

Title:

電話：

Telephone No.:

地址：

Address:

丙方：

Party C:

電話：

Telephone No.:

監護人：

Guardian:

監護人電話

Guardian Phone No.:

MM DD, YYYY