

附表 D-1

【僱傭關係版本】

D-1 Attached

【Employment Relationship Version】

吳鳳學校財團法人吳鳳科技大學校外實習合約書

WuFeng University / Internship Agreement

立合約人	(合作機構) (Company)	(以下簡稱甲方) (hereinafter referred to as "A")	共同辦理校外實習教育事宜 Jointly handle off-campus internship education
Signee	吳鳳學校財團法人吳鳳科技大學 WuFeng University	(以下簡稱乙方) (hereinafter referred to as "B")	

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，雙方基於培訓專業人才，共同推展校外實習課程教學與實務訓練之互惠原則，採工作型校外實習，由甲方聘任乙方學生為正式員工(具僱傭關係)，經雙方協議訂定條款如下：

In accordance with the relevant labor laws and regulations such as the Implementation Measures for Industry-University Cooperation in Colleges and Universities, the Labor Standards Act, based on the reciprocal principle of training professionals and jointly promoting the teaching and practical training of off-campus internship courses. The two parties adopt work-oriented off-campus internships, and A hires B's student as a regular employee (with an employment relationship), and the terms are as follows:

一、校外實習工作職掌：

Off-campus Internship Job Responsibilities:

- 甲方(A)：(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 off-campus internship courses to provide students with practical training relevant to their individual internship plans. Coordinate the assignment of internship work units and schedule work hours for various practical skills training, aiming to cultivate talented individuals.
- (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。
Responsible for the safety seminar before the internship, the configuration of safety protective equipment in the internship site and the planning of relevant occupational safety and health measures.
- (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。
Accept regular on-site visits from B, and be jointly responsible for tutoring students and participating in internship performance assessment with the dedicated tutor assigned by B.
- (四) 應告知工會校外實習人才培育事宜及人數。
The company shall inform the trade union about the cultivation of off-campus internship and the number of students.
- 乙方(B)：(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。

According to Article 6 of the Implementation Measures for Industry-University Cooperation in Colleges and Universities. Establish off-campus internship committees at all levels and be responsible for tasks related to the off-campus internship mechanism.

- (二) _____系：負責學生實習相關業務及聯繫，並派任輔導教師負責學生校外實習之輔導工作。

_____Department: Responsible for the business and contact related to student internship, and assign tutors to be responsible for the tutoring of students' off-campus internship.

1. 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」。

Properly plan off-campus internship courses according to the development of the department and professional core competencies, and formulate individual internship plans for students before the internship.

2. 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。

Responsible for the evaluation of the safety of the A's working environment and internship rights.

3. 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。

An internship tutor should be assigned by B, and the tutor needs to regularly visit A for on-site visits and counseling to understand the student's learning adaptation and Party A's implementation in accordance with the internship contract, and work with A to guide the student.

- 二、實習期間：自民國_____年_____月_____日起至民國_____年_____月_____日。

Period of Internship: The internship starts from the _____ day of _____, 20____ and ends with the _____ day of _____, 20____.

- 三、實習場所：

Internship Place:

- (一) 實習地點：_____公司(_____縣(市)_____區_____路(街)_____號_____樓)。

Location: _____Company(_____County(City)_____District_____Road(Street)_____ (number) _____Floor)。

- (二) 甲方非經乙方及學生同意，不得任意調動實習地點。

A shall not arbitrarily transfer the internship location without the consent of B and the student.

- 四、每日實習時間：甲方對學生之實習時間應依勞動相關法令之規定辦理。

Daily Internship Time: Party A's internship time for students shall be handled in accordance with the provisions of labor-related laws and regulations.

- (一) 每日正常實習時間及休息時間：每日正常實習時間不超過八小時，每週不超過四十小時：自每日_____：_____起，至_____：_____止，每日實習時間計_____小時。

Daily Normal Internship Time and Rest Time: Normal internship time shall not exceed 8 hours per day, and not more than 40 hours per week: from _____ to _____ per day, and the daily internship time shall be counted as _____ hours.

- (二) 甲方非經乙方及乙方學生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 arbitrarily extend the internship period or work on rest days or holidays

without the consent of Party B and Party B's students.

五、實習薪資及相關福利事項：甲方應依法支付乙方學生薪資，其有關薪資計算基準及其他相關福利項目如下：

Internship Salary and Related Benefits: Party A shall pay Party B's student salary according to law, and its relevant salary calculation basis and other relevant welfare items are as follows:

- (一) 薪資：每月給付_____元，不得低於當年度基本工資規定。甲方提供之工資應全額予學生，並以金融機構轉存方式直接匯入學生帳戶。甲方不得預扣乙方學生薪資作為違約金或賠償費用。

Salary: Monthly payment_____, not less than the basic salary of the year. The salary provided by A shall be paid to the student in full and directly remitted to the student's account by way of transfer by financial institution. A shall not withhold B's student salary as liquidated damages or compensation expenses.

- (二) 福利：

Welfare:

1. 宿舍：☐無 ☐免費提供 ☐付費提供，每月_____元。

Dormitory: ☐None ☐Free ☐Paid for _____per month.

2. 伙食：☐無 ☐免費提供 ☐付費提供，每餐_____元。

Meals: ☐None ☐Free ☐Paid for _____per meal.

3. 交通車：☐無 ☐免費提供 ☐付費提供，每月_____元。

Transportation: ☐None ☐Free ☐Paid for _____per month.

交通津貼：☐無，☐每月_____元。

Transportation Allowance: ☐None，☐Paid for _____per month.

4. 其他公司福利：

Other Company Benefits: _____.

- (三) 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規定辦理。

Other Labor Rights: Matters such as rest periods, vacations, regular leaves, rest days, and leave shall be handled in accordance with the provisions of relevant labor laws and regulations, such as the Labor Standards Act, the Gender Work Equality Act, and the Labor Leave Rules.

六、保險及退休金：

Insurance and Pensions:

乙方學生於實習期間，甲方應依相關法規為乙方學生辦理勞工保險、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。乙方應為學生投保校外實習團體意外險，並支付保險費。

During the internship period of B's students, A shall handle labor insurance, labor occupational accident insurance, employment insurance, national health insurance and labor pension for B's students in accordance with relevant laws and regulations, and pay insurance premiums according to regulations. B shall insure the student with off-campus internship group accident insurance and pay the insurance premium.

七、實習學生輔導：

Internship Student Tutoring:

- (一) 甲方實習單位應安排專業實務工作，訂定學習主題及教育訓練計畫，並指派專人指導，嚴格要求敬業精神與培訓專業實務技能，並適時傳授管理實務知識。

A's internship unit shall arrange professional practical work, formulate learning topics and education and training plans, and assign special personnel to guide them. A shall strictly require professionalism and training professional practical skills, and impart management practical knowledge for student in a timely manner.

- (二) 實習期間每位學生均由各系輔導教師及實習單位主管擔任指導教師，督導實務實習工作內容及進行技能指導工作，並共同訂定「學生個別實習計畫書」，作為學生實習工作學習之依據。

During the internship period, each student is supervised by the tutor of each department and the supervisor of the internship unit to supervise the content of the practical internship work and carry out skill guidance, and jointly formulate the student's individual internship plan as the basis for the student's internship work and learning.

- (三) 實習期間乙方應定期安排輔導教師赴甲方訪視實習學生，負責校外實習輔導、溝通、聯繫工作。

During the internship period, B shall regularly arrange tutors to visit A and visit the intern students, and be responsible for off-campus internship counseling, communication and contact.

- (四) 實習不適應之輔導轉換方式：實習期間，甲方應通知乙方實習適應不良與異常學生之實習與出勤狀況，由甲乙雙方共同輔導及協商處理方式。如情況無法改善，必要時，甲乙雙方得協議終止學生之實習，並由乙方安排實習生轉銜至其他實習機構或修習其他替代課程。

Method for Inappropriate Internship Counseling Conversion: Throughout the internship period, A is responsible for informing B about the internship and attendance status of the students with maladaptation and abnormality, A and B shall jointly counsel and negotiate the handling method. If the situation cannot be improved, if necessary, A and B may agree to terminate the student's internship, and B will arrange for the intern to transfer to other internship institutions or take other alternative courses.

八、實習爭議協調及處理方式：

Internship Dispute Coordination and Handling:

- (一) 實習學生若與甲方有相關權益保障糾紛，由乙方輔導教師、所屬學術單位或業務管理單位，與實習機構儘速進行協調與處理，協調若無結論將送校外實習委員會進行評定。

If the intern student has a dispute with A related rights and protection, B's tutor, academic unit or business management unit shall coordinate and handle it with the internship institution as soon as possible. If the coordination is inconclusive, it will be sent to the off-campus internship committee for evaluation.

- (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。

In the dispute handling process, relevant personnel shall be invited to participate. Experts and scholars in labor-related law may be invited to attend the meeting in necessary.

九、實習考核：

Internship Performance Evaluation:

- (一) 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成績，經評核成績合格者授予學分。

A and B shall jointly evaluate the results according to the standards set by the student's internship plan or internship course plan, and according to the student's internship performance and the content of the internship report. Credits will be awarded to those who pass the Performance evaluation.

(二) 實習期間考勤依甲方規定考核。

Student's attendance during the internship shall be assessed in accordance with A's regulations.

(三) 學生於實習期間依規定期限完成「校外實習報告」，由教師、主管共同評核。

During the internship period, students shall complete the off-campus internship report according to the prescribed period, which is jointly evaluated by teachers and supervisors.

(四) 實習結束後，由甲方為完成實習學生開具載明實習單位名稱之「實習時數證明書」。

After the internship, A will issue a certificate of internship hours showing the name of the internship unit for the students who have completed the internship.

(五) 甲乙雙方不定期協調檢討實習各項措施，期使實習合作更臻完善。

A and B coordinate and review various internship measures from time to time, hoping to improve the internship cooperation.

十、契約生效、終止及解除：

Contract Effectiveness, Termination, and Rescission:

(一) 本契約書自簽署完成之日起生效。

This Agreement shall enter into force on the date of its completion.

(二) 甲方所安排之工作不得要求學生協助從事違法行為。甲方如有違反，乙方得逕行終止本合約，乙方學生與甲方勞動關係亦告終止。

The work arranged by A shall not require students to assist in illegal acts. If A violates the contract, B may terminate this contract, and the labor relationship between B's students and A will also be terminated.

(三) 實習期間，甲方如有嚴重損害學生權益，乙方得要求終止或解除合約，並依法向甲方提出損害賠償。

During the internship, A seriously damages the students rights, B may request to terminate or cancel the contract, and claim damages to A according to law.

十一、附則：

Supplementary Provisions:

(一) 附件：學生個別實習計畫書。

Attachment: Individual internship plan for students.

(二) 本合約所有相關附件均視為本合約之一部分，具合約條款完全相同之效力，其他有關實習合作未盡事宜，甲乙雙方得視實際需要協議後，另訂之。

All relevant appendices to this Agreement shall be deemed to be part of this Agreement and shall have the same effect as the terms of the Agreement. For other matters not covered by the internship cooperation, both parties may agree on it according to actual needs.

(三) 本合約書未盡事宜，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、就業保險法及勞工退休金條例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 Implementation Measures for Industry-University Cooperation between Junior College and Above, the Labor Standards Act, the Labor Insurance Regulations, the Labor Occupational Accident Insurance and Protection Act, the Employment Insurance Act, and the Labor Pension Regulations.

(四) 甲、乙雙方因本合約內容涉訟時，雙方合意以台灣嘉義地方法院為第一審管轄法

院。

When A and B are involved in litigation due to the contents of this contract, A and B agree to use the Chiayi District Court of Taiwan as the court of first instance.

十二、本合約書一式二份，甲、乙雙方各執乙份存照。

This contract shall be made in duplicate, A and B shall each keep a copy.

立合約書人 Parties in Agreement

甲方(Party A)：_____

負責人(Representative)：_____

地址(Address)：_____

統一編號(Government Uniform Invoice number)：_____

乙方(Party B)：吳鳳學校財團法人吳鳳科技大學 WuFeng University _____

代表人(Representative)：校長 蔡宏榮 President Tsai, Hung-Jung _____

地址(Address)：621 嘉義縣民雄鄉建國路二段 117 號
117, Sec 2, Chiankuo Rd, Minhsiung, Chiayi County 62153, Taiwan, R.O.C.

統一編號(Government Uniform Invoice number)：66024658 _____

中華民國_____年_____月_____日
Date: _____

本案實習學生或其法定代理人已詳閱並同意本合約書約定事項，簽署如下頁

The intern student or his/her legal representative in this case has read and agreed to the matters stipulated in this contract and signed the following page

本人將自民國____年____月____日起至民國____年____月____日進行校外實習課程，且已詳閱並同意校外實習合約書約定事項。

I will conduct off-campus internship courses from the date _____ to the date _____, and I have read and agreed to the matters stipulated in the off-campus internship contract.

實習生姓名(Intern Name)：_____ (簽章 Signature)

戶籍地址(Address)：_____

聯絡電話(Phone)：_____

中華民國____年____月____日

Date:_____

(未達法定成年年齡之實習學生，需請法定代理人簽署。)

(Interns under the age of majority are required to have their legal representative sign it.)

Legal Representative

法定代理人姓名(Intern Name)：_____ (簽章 Signature)

戶籍地址(Address)：_____

聯絡電話(Phone)：_____

中華民國____年____月____日

Date:_____