# 吳鳳學校財團法人吳鳳科技大學國際學生校外實習合約書

# Off-Campus Internship Agreement for International Students WuFeng University

範本

學 校 The School:吳鳳學校財團法人吳鳳科技大學

WuFeng University

(Hereinafter referred to

as Party A)

(以下簡稱乙方)

(以下簡稱甲方)

(Hereinafter referred to

as Party B)

(以下簡稱丙方)

(Hereinafter referred to

as Party C)

立合約人: Signee

合作機構 Company:

實習學生 The Interning Student:

為促進國際文教交流,強化學校與產(企)業界鏈結,三方基於互惠原則,共同推展實習合作教學與實務訓練,提升學生務實致用之觀念與能力,建立教育夥伴關係,擴展教育資源,特協議訂定下列事項, 共同遵循。

In order to promote international cultural and educational exchange and strengthen the connection between the university and industry, the three parties, based on the principle of mutual benefit, jointly agree to implement internship-based cooperative education and practical training. This aims to enhance students' practical knowledge and abilities, establish educational partnerships, and expand educational resources. The parties hereby agree to the following terms, which they shall jointly abide by.

## 一、實習工作職掌 Internship Duties and Responsibilities:

#### (一) 甲方 Party A:

1. 負責學生實習相關業務及聯繫,指派與實習課程相關之專業輔導老師負責學生校外實習 之輔導工作;並偕同熟悉學生來源國語言之專責輔導人員,協助學生(丙方)專業實務 實習。

Responsible for handling matters related to student internships and maintaining communication; appoint professional instructors related to the internship courses to provide guidance for students' off-campus internships; and, together with dedicated counselors who are familiar with the students' home country languages, assist the students (Party C) in their professional practical training.

2. 甲方各系應提出實習之目標與實習內容等實習需求,由乙方依據甲方實習需求,安排各種實習課程及技能訓練,並共同訂定「學生個別實習計畫書」,規劃實習期程、實習目標(能力)、訓練主題、對應之專業課程與學分數等,作為學生實習課程學習之依據。 Each department of Party A shall propose the objectives and content of the internship as well as other internship requirements. Based on these requirements, Party B shall arrange various internship courses and skills training, and jointly develop the "Individual Student Internship Plan," which outlines the internship schedule, objectives (competencies), training topics, corresponding professional courses, and credits, serving as the foundation for the students' internship learning.

3. 實習期間甲方應定期安排輔導教師赴乙方訪視實習學生,每學期至少2次,負責校外實 習輔導、溝通、聯繫工作。

During the internship period, Party A shall regularly assign instructors to visit Party B to observe and support the internship students at least twice per semester, and shall be responsible for off-campus internship guidance, communication, and coordination.

4. 參與校外實習課程之學生(丙方),甲方均為其投保「大專校院校外實習學生團體保險」, 預算由甲方籌措支應。

For students (Party C) participating in off-campus internship courses, Party A shall provide "Group Insurance for Off-campus Internship Students of Colleges and Universities," with the budget arranged and covered by Party A.

# (二) 乙方 Party B:

- 1. 乙方同意為丙方之實習職場,並賦予丙方應有之權益及實習場所之安全防護。
  Party B agrees to serve as the internship workplace for Party C and shall provide Party C with the entitled rights and interests as well as ensure safety protection at the internship site.
- 負責學生(丙方)實習單位分配、報到、訓練、指導及協助輔導實習學生;並協助學校 (甲方)實習輔導老師進行輔導訪視。

Responsible for the assignment, onboarding, training, guidance, and assistance in mentoring the student (Party C) at the internship unit; and for assisting the school (Party A) internship instructors in conducting guidance and visits.

3. 乙方應與甲方配合,針對丙方之本職學能規劃適合之專業實務實習內容,訂定學習主題 及教育訓練計畫,舉辦各種勞工教育、在職訓練及集會,嚴格要求敬業精神與培訓專業 實務技能,並有專責實習指導人員帶領實習及在職技能訓練,以增進丙方之就業能力與 經驗。

Party B shall cooperate with Party A to design suitable professional practical internship content for Party C based on their academic competencies, establish learning themes and training plans, organize various labor education programs, on-the-job training, and meetings, strictly require professional work ethics, and cultivate practical professional skills. Dedicated internship supervisors shall lead the internships and on-the-job skills training to enhance Party C's employability and experience.

4. 應告知工會校外實習人才培育事宜及人數。

The labor union shall be informed about matters regarding the cultivation of off-campus internship talent and the number of participants.

## (三) 丙方 Party C:

- 1. 依照甲方及乙方共同擬訂之實習計畫,參與實習課程。
  Party C shall participate in the internship program in accordance with the internship plan jointly developed by Party A and Party B.
- 丙方於實習期間不得無故缺席,並須遵守乙方之規定。其實習時間依合作機構之安排, 惟不得違反教育部相關規定。

Party C shall not be absent without valid reasons during the internship period and must comply

with the regulations of Party B. The internship schedule shall follow the arrangements of the cooperating organization, but must not violate relevant regulations set by the Ministry of Education.

3. 丙方應謙和、誠實、謹慎、主動、積極從事工作;未確實遵守或履行乙方之要求者,乙方得視實際情況通知甲方和丙方,並協調終止或解除丙方之實習契約。
Party C shall perform their work with humility, honesty, diligence, initiative, and enthusiasm; if Party C fails to properly comply with or fulfill the requirements of Party B, Party B may, based on the actual situation, notify Party A and Party C, and coordinate the termination or cancellation of Party C's internship agreement.

# 二、實習期間 Internship Period:

頁首只	明间 Internship Period ·
(-)	本實習合約期間最長為一學期,起訖時間以 18 週為上限;每學分至多實習 80 小時。 The duration of this internship contract shall be no longer than one semester, with a maximum of 18 weeks; each credit corresponds to a maximum of 80 internship hours.
(=)	實習期間 Internship Period: 自民國年月日至民國年月日,丙方已充分瞭解本合約為特定性工作定期契約,前項期限屆滿時,契約當然終止。 From the year month day of the Republic of China calendar to the year month day of the Republic of China calendar, Party C fully understands that this contract is a fixed-term contract for specific work, and the contract will naturally terminate upon expiration of the aforementioned period.
(三)	每週校外實習課程均應於週一至週五之日間排課為限,並應於固定時間執行,每週天;每週實習時間計 à小時。 Off-campus internship courses shall be scheduled only on weekdays (Monday to Friday) during daytime hours and must be conducted at fixed times, days per week; with a total of internship hours per week.
	每日正常實習時間依下列原則安排進行。The regular daily internship hours shall be arranged and conducted according to the following principles:  1. □週一;□週二;□週三;□週四;□週五,
	每日小時,□上午:自:起,至:止;□下午:自:起,至:止。 □ Monday; □ Tuesday; □ Wednesday; □ Thursday; □ Friday Dailyhours, □ Morning: from:to: □ Afternoon: from:to:

Daily hours, Morning: from : to : ; Afternoon: from

to\_\_\_:\_\_\_.

- (四) 乙方不得利用實習學生(丙方)留置到夜間加班、輪班,或從事無關專業能力表現之情事。 Party B shall not require internship students (Party C) to stay for night shifts, overtime, rotating shifts, or engage in tasks unrelated to their professional skills.
- 三、參與實習課程對象與學分、實習津貼及福利 Internship Participants, Credits, Stipends, and Benefits:

<b>(</b> -)	參與實習課程對象	Internship Participants:						
	(系別 Department)_	系別 Department)/(班級 Class)						
, ,	實習課程名稱/學分 Credits	>數 Internship Course Name / Credit Hours:	<u>/</u> 學分					
		_日,以匯款方式給予丙方。 On the day of each month, Party C shall receive payment via b	ank transfer.					
[	□月計 Monthly::	新臺幣	·					
[	□時計 Hourly:	新臺幣元/時 gf the Minimum NT\$ per hour	_					
(四)	乙方企業提供 Provi	ided by Party B's Company:						
	<ol> <li>I. 膳食: □無 □免費提供 □付費提供,每餐新臺幣元。         Meals: □ None Provided free of charge Provided for a fee of NT\$per meal.</li> <li>宿舍: □無 □免費提供 □付費提供,每月新臺幣元。         Dormitory: □ None Provided free of charge Provided for a fee of NT\$per month.</li> </ol>							
	Shuttle Service: [ month. 交通津貼:□無	□免費提供 □付費提供,每月新臺幣元。 □ None Provided free of charge Provided for a fee of NT\$ □ ,□每月新臺幣元。 Illowance: □ None □ NT\$ per month.	per					
	4. 其他公司福利:	Benefits:						

#### (五) Others:

 實習期間之交通,丙方應自行負責,實習單位(乙方)得視工作實際需要,提供相關經費 補助或其他必要協助。

During the internship period, Party C shall be responsible for their own transportation. Party B may provide relevant financial subsidies or other necessary assistance depending on the actual work needs.

2. 若丙方發生職業災害時,甲乙雙方應協助依實際狀況進行保險給付申請及津貼補償。 In the event that Party C suffers an occupational injury, Parties A and B shall assist in applying for insurance benefits and compensation allowances according to the actual situation.

## 四、實習項目 Internship Items:

- (一)實習主要培育目標能力,應與實習學生在校所學專長領域相關或有助於所屬專長領域學習。 The main training objectives of the internship should be related to or help develop the student's area of expertise studied at school.
- (二)實習項目安排以不影響學生健康及安全的實習環境為原則,且不使學生擔任非相關及危險性的工作。

Internship arrangements should be based on the principle of not affecting the student's health and safety, and students should not be assigned unrelated or hazardous work.

### 五、實習安全 Internship Safety:

(一) 合作機構(乙方)於學生報到時,應即給予職前教育訓練,包含實習內容、安全衛生、防災逃生等,並派專人指導。

Upon student check-in, the cooperating organization (Party B) shall provide pre-employment training, including internship content, occupational safety and health, disaster prevention and evacuation, etc., and assign dedicated personnel to provide guidance.

(二)乙方不得令學生(丙方)從事危險、違法之實習活動。乙方如有違反,甲、丙方得逕行終止本合約,丙方學生與乙方實習關係亦告終止。

Party B shall not require students (Party C) to engage in dangerous or illegal internship activities. If Party B violates this, Parties A and C may terminate this contract immediately, and the internship relationship between Party C and Party B will also be terminated.

(三) 乙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、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 B has a duty to protect Party C in accordance with the Sexual Harassment Prevention Act, Gender Equality in Employment Act, and Gender Equality Education Act, ensuring a safe internship environment. If Party C suffers sexual assault, sexual harassment, or sexual bullying during the internship and files a complaint to Parties A and B, both Parties A and B shall promptly take effective corrective and remedial actions according to the law.

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

If Party C experiences sexual assault, sexual harassment, or sexual bullying during the internship, Party B shall immediately notify Party A, so that Party A can report the incident to the competent authorities via the school safety maintenance reporting system.

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

During internship training, if incidents of sexual assault, sexual harassment, or sexual bullying occur and are under investigation, Party A may request Party B to assign representatives to participate in the investigation meetings according to the Gender Equality Education Act. Likewise, if Party B conducts an investigation under the Gender Equality in Employment Act, representatives

from Party A must also be invited to participate jointly in the investigation.

#### 六、輔導機制 Counseling Mechanism:

(一)實習期間每位學生均由甲方各系輔導教師及實習單位(乙方)實習指導人員,督導實務實習工作內容及進行技能指導工作,並以「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 shall be supervised in their practical internship work and skill guidance by the counseling instructors from Party A's respective departments and the internship supervisors from Party B. The "Individual Student Internship Plan" shall serve as the basis for the student's internship work and learning

(二)生活及心理輔導:乙方應與甲方配合,共同負責丙方實習期間之生活輔導、考核及實習成績之評定,與問題解惑。

Life and Psychological Counseling: Party B shall cooperate with Party A to jointly be responsible for providing life counseling, evaluation of internship performance, and resolving related issues for Party C during the internship period.

(三)實習期間,丙方之實習表現或適應欠佳與異常時,由乙方知會甲方實習負責單位共同協商, 並依學校規定處理。經輔導未改善者,學校(甲方)經校定程序審核通過後,得協助轉換 至新合作機構繼續完成實習,必要時,甲、乙雙方得協議終止學生之實習;若行為不當且 情節重大者,將送交學校(甲方)之學生校外實習委員會處理。

During the internship, if Party C's performance or adaptation is poor or abnormal, Party B shall notify the responsible internship unit of Party A for joint discussion and handle the situation according to school regulations. If no improvement is made after counseling, the school (Party A), after the established procedures and approval, may assist in transferring the student to a new cooperating organization to continue the internship. If necessary, Parties A and B may agree to terminate the student's internship. In cases of serious misconduct, the matter will be referred to the school's (Party A) Off-campus Internship Committee for handling.

(四) 依前款輔導程序後,如欲提前終止學生(丙方)之實習,應至少於10日前向另一方之聯絡人或輔導人員提出及告知。

Following the counseling procedures mentioned above, if there is a desire to terminate the student's (Party C's) internship early, notice must be given to the contact person or counselor of the other party at least 10 days in advance.

## 七、實習考核 Internship Assessment:

(一)實習學生成效考核中,實習機構評量、訪視輔導評量及實習報告等三項評核,考核占比由 學校(甲方)與合作機構(乙方)雙方共同協調訂於「學生個別實習計畫書」。

The evaluation of internship student performance shall consist of three components: assessment by the internship organization, evaluation by the visiting and guiding instructors, and the internship report. The weighting of these assessments shall be jointly coordinated by the school (Party A) and the cooperating organization (Party B) and specified in the "Individual Student Internship Plan.".

(二) 實習期間由乙方主管及甲方實習輔導教師共同評核實習成績,最後由甲方輔導老師依前述

三項評核作總結性評量,給予學生(丙方)校外實習的最終成績。

During the internship, the supervisor from Party B and the internship counseling instructor from Party A shall jointly evaluate the internship performance. Ultimately, the counseling instructor from Party A will provide the final off-campus internship grade for the student (Party C) based on the three assessments mentioned above.

- (三) 丙方表現或適應欠佳時,轉銜後成績由前、後實習企業考核分數依時數加權平均之。
  If Party C's performance or adaptation is unsatisfactory, the final grade after transfer shall be calculated by the weighted average of the evaluation scores from both the previous and new internship organizations, weighted by hours.
- (四) 學生於實習期間依規定期限完成「校外實習報告」,由甲方輔導教師及乙方單位主管共同評核。實習結束後,由乙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」。 During the internship, students must complete the "Off-campus Internship Report" within the prescribed period, which shall be jointly evaluated by Party A's counseling instructor and Party B's unit supervisor. Upon completion of the internship, Party B shall issue a "Certificate of Internship Hours" stating the name of the internship unit for students who have completed the internship.

## 八、爭議處理 Dispute Resolution:

(一) 丙方若與乙方有相關權益保障糾紛,由學校(甲方)輔導教師、所屬學術單位或業務管理單位,與合作機構共同商議改善方案,如未獲改善,甲方須召開校外實習委員會進行協商與處理。乙方與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,則由甲方協助丙方申請轉換實習機構或終止實習。

If Party C has any disputes related to rights and interests with Party B, the school (Party A)'s counseling instructors, affiliated academic units, or administrative units shall discuss improvement plans together with the cooperating organization. If no improvement is made, Party A shall convene the Off-campus Internship Committee to negotiate and handle the matter. Parties B and C shall implement adjustments and improvements according to the committee's resolution. If either party disagrees with the resolution, Party A shall assist Party C in applying to transfer to another internship organization or terminate the internship.

(二)實習若產生爭議,如未獲改善,學生(丙方)得依據實習相關辦法規定,向校外實習委員會提出申訴。

If disputes arise during the internship and are not resolved, the student (Party C) may file a complaint with the Off-campus Internship Committee according to relevant internship regulations.

- (三) 乙方若明確違反合約書或相關法令之規定,甲方應協助丙方採取相關法律途徑。
  If Party B clearly violates the contract or related laws and regulations, Party A shall assist Party C in taking appropriate legal actions.
- (四) 處理爭議、申訴期間,乙方不得給予丙方差別對待或其他不利之處分。
  During the handling of disputes and complaints, Party B shall not discriminate against or impose any unfavorable treatment on Party C.
- (五) 因本合約內容涉訟時,合意以台灣嘉義地方法院為第一審管轄法院。
  In the event of litigation involving the contents of this contract, both parties agree that the Chiayi

District Court in Taiwan shall have jurisdiction as the court of first instance.

# 九、附則 Supplementary Provisions:

(一)實習期間相關輔導(含轉銜)機制、成效考核制度、爭議處理、替代方案或其他權利義務, 若有未盡問詳之處,依甲方相關法規辦理。

If there are any incomplete details regarding internship-related counseling (including transfers), performance evaluation systems, dispute resolution, alternative plans, or other rights and obligations during the internship period, they shall be handled in accordance with the relevant regulations of Party A.

(二)本合約所有以及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。為求三方權益之保障,合約需加蓋騎縫章。

This contract and all its attachments shall be regarded as part of this contract and have the same legal effect as the contract terms. To protect the rights and interests of all three parties, the contract must be stamped with overlapping seals across pages.

(三)為顧及乙方之業務機密,丙方及輔導教師因參加本實習課程所知悉乙方之業務機密,無論 於實習期間或實習終了後,均不得洩漏與任何第三人或自行加以使用,亦不得將實習內容 揭露、轉述或公開發表。

To protect Party B's business confidentiality, Party C and the counseling instructors shall not disclose, use for personal benefit, reveal, retransmit, or publicly publish any business secrets of Party B that they learn of during or after the internship, nor disclose the internship content.

- (四) 丙方同意甲、乙兩方使用個資,惟均應遵守個資法之規定。
  Party C agrees that Parties A and B may use their personal data, but must comply with the Personal Data Protection Act.
- (五) 本合約書若因翻譯版本有所不同,將依中文版為主。
  In case of any discrepancies between the translated versions and the Chinese version of this contract, the Chinese version shall prevail.
- (六)本合約書一式參份,經三方充分審閱後簽署時生效,並由三方各執正本乙份以資信守。本 合約如有未盡事宜,概依教育部推動實習課程之相關法令;或經三方視實際需要,協議後 另訂之。

This contract is made in three original copies and shall take effect upon signature by all three parties after thorough review. Each party shall keep one original copy as evidence of compliance. For matters not covered in this contract, relevant laws and regulations promoted by the Ministry of Education regarding internship programs shall apply; or matters may be separately agreed upon by the three parties as needed.

#### 立合約書人 Parties to the Contract

甲 方:吳鳳學校財團法人吳鳳科技大學

Party A: WuFeng University 負責人:校長 蔡宏榮

Representative: President Tsai, Hung-Jung

地 址:621 嘉義縣民雄鄉建國路二段 117 號

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統一編號:66024658

Unified Business Number: 66024658

114年06月23日學生校外實習委員會議訂定

乙 方 Party B:				
代表 人 Representative:				
公司地址 Company Address:				
實習地點 Internship Location:				
統一編號 Unified Business Number:				
	and the second	(= 4)		
丙方 Party C (實習學生 Internship Student):	(簽章 Signature	,		
法定監護人或導師 Legal Guardian or Advisor:	,		-年齡者,	
或法定監護人或導師簽署 If Party C is under the legal age, a	ı parent, legal guar	rdian, or a	dvisor must	sign.
居留證號 Resident Certificate Number:				
聯絡地址 Contact Address:				
聯絡電話 Contact Phone Number:				
	中華民國_	年	月	日
Republic of C	hina (R.O.C.)	_ year	_ month	day