**銘傳大學學生境外實習合約書**

**Ming Chuan University Overseas Internship Agreement**

|  |  |  |  |
| --- | --- | --- | --- |
| 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 | 銘傳大學 | （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） |

甲乙雙方基於培訓具備國際視野之專業人才，共同辦理境外實習課程，以提供丙方專業技能之境外訓練與實習機會，協議訂定下列事項，共同遵循。

The Parties A and B, aiming to cultivate professional talents with an international perspective, jointly organize an overseas internship program to provide Party C with opportunities for professional skill training and overseas internship. The following terms and conditions are hereby agreed upon and adhered to by all parties

* + 1. **合約期限Contract Duration：**

三方履行權利義務期間以實習期間：

自From\_\_\_\_\_年Year\_\_\_\_月Month\_\_\_\_日Day起至to\_\_\_\_\_年Year\_\_\_\_月Month\_\_\_\_日Day。

* + 1. **甲方辦理事項Responsibilities of Party A**

1. 甲方應依據乙方的實習需求，協助安排相關的技能培訓課程。

Party A shall assist in arranging relevant skill training courses based on the internship needs of Party B.

1. 甲方應協助乙方實習輔導教師至海外合作廠商訪視輔導學生。

Party A shall assist Party B's internship supervising teacher in visiting overseas partner companies to guide students.

1. 甲方應針對實習期間適用法律之保障、保險、薪資及交通食宿等事項載明於本契約，並協助乙方辦理行前說明會提供相關資訊。

Party A shall specify in this contract matters related to the applicable legal protections during the internship period, insurance, salary, transportation, accommodation, and other relevant issues, and shall assist Party B in organizing a pre-departure briefing to provide relevant information.

1. 實習期間應協助乙方針對丙方進行生活管理，並提供緊急事件(故)處理。

During the internship period, Party A shall assist Party B in managing the living conditions of Party C and provide assistance in handling emergency situations.

1. 實習期間丙方若有適應不良之情況，應告知乙方目前丙方實習狀況並共同協商處理；如經輔導後情況仍未改善，必要時將協助乙方終止實習，並進行實習機構轉換或安排返國。

If Party C experiences any difficulties adapting during the internship, Party A shall inform Party B of Party C's current internship situation and collaborate to find a solution. If the situation does not improve after counseling, Party A shall assist Party B in terminating the internship, transferring the internship institution, or arranging for return to the home country if necessary.

1. 丙方若屬當地國勞動法令所規範之對象，甲方即有義務提供符合法律之保障，並依相關規定投保、申報及負擔相關稅額或提撥退休金等。

If Party C is subject to labor laws of the host country, Party A has the obligation to provide legal protection, and shall insure, report, and bear the relevant taxes or contributions for retirement funds as required by the regulations.

* + 1. **乙方辦理事項Responsibilities of Party B**

1. 乙方應研擬實習教學內容，訂定學習主題及教育訓練等實習計畫，提供甲方相關資料並共同規劃相關實施細節。

Party B shall design the internship curriculum, set learning topics, and create training plans, providing relevant information to Party A and jointly planning the implementation details.

1. 乙方應為丙方主動爭取合法且合理的勞動條件，並讓丙方確實瞭解其權利及義務。

Party B shall actively negotiate for legal and reasonable labor conditions for Party C and ensure that Party C fully understands their rights and obligations.

1. 實習期間應確實監督及瞭解丙方實習情況，並在甲方的協助下辦理訪視、輔導與考核。

During the internship, Party B shall supervise and understand Party C's progress, and, with the assistance of Party A, conduct visits, guidance, and assessments.

1. 實習期間應指定專責單位負責海外實習，並確保與甲方建立良好的聯繫溝通管道。

During the internship, Party B shall designate a responsible unit for overseas internships and ensure good communication channels are established with Party A.

* + 1. **丙方辦理事項Responsibilities of Party C**

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。

As a student recommended by Party B to undertake the internship at Party A, Party C 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.

1. 丙方應於出國前確實瞭解乙方規劃境外實習課程之定位、目的與甲方安排的實習內容。

Party C shall thoroughly understand the objectives, purpose, and details of the overseas internship course arranged by Party B, as well as the internship content arranged by Party A, before departing for the internship.

1. 丙方應遵守實習當地國的法律規定以確保自身安全。

Party C shall comply with the laws and regulations of the host country to ensure their own safety.

1. 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 | **實習課程屬性及學分數**  Internship Course Type and Credit  **(必修**Mandatory**、選修**Elective**)** | **實習課程名稱**  Internship Course Name |
| **25410** | □必修Mandatory，\_\_\_\_學分credits  ◼︎選修Elective，\_\_3\_\_學分credits | **實習（英）Internship** |
|  | □必修Mandatory，\_\_\_\_學分credits  □選修Elective，\_\_\_\_學分credits |  |
|  | □必修Mandatory，\_\_\_\_學分credits  □選修Elective，\_\_\_\_學分credits |  |

* + 1. **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.

* + 1. **實習場所Internship Location**

1. 實習地點Internship location(Address)

\_\_\_\_國家Country\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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.

* + 1. **實習時間與休假Internship Hours and Leave**

1. 每週實習天數及休假日Weekly internship days and rest days：\_\_\_\_天days；\_\_\_\_天days
2. 丙方實習時數以當地基本工作時數為原則Party C's internship hours shall be based on the local standard working hours，每週工作with a principle of \_\_\_\_小時hours per week。
3. 實習時間Internship hours

□固定班Fixed shifts，每日Daily：自From \_\_\_\_：\_\_\_\_至to \_\_\_\_：\_\_\_\_止，休息with a break of \_\_\_\_分鐘minutes

□排班制Rotating shifts：

1. 自From \_\_\_\_：\_\_\_\_至to \_\_\_\_：\_\_\_\_止，休息with a break of ○○分鐘minutes
2. 自From \_\_\_\_：\_\_\_\_至to \_\_\_\_：\_\_\_\_止，休息with a break of ○○分鐘minutes
3. 自From \_\_\_\_：\_\_\_\_至to \_\_\_\_：\_\_\_\_止，休息with a break of ○○分鐘minutes
4. 休假制度：依照甲方休假制度辦法，並依規定申請。Leave system: As per Party A’s leave policies, and applications should be made in accordance with regulations.
   * 1. **實習給付及相關福利事項Internship Compensation and Relevant Benefits**

如下列事項，除不適用者，所有項目皆必須填寫The following items must be completed, except where not applicable。

所有項目金額以All amounts are to be paid in \_\_\_\_幣支付currency。

1. 實習薪資/給付Internship salary/ payment

□時薪 Hourly pay\_\_\_\_\_\_\_元。；□月薪 Monthly salary\_\_\_\_\_\_\_元。

丙方實際支領薪資應符合當地國最低薪資的保障，並以金融機構轉存方式直接支付給丙方。實習待遇如有變動，需經甲乙丙三方同意，始得為之。The actual salary received by Party C should comply with the minimum wage protection of the host country and be directly paid to Party C through a financial institution transfer. If there are any changes to the internship compensation, they must be agreed upon by Party A, Party B, and Party C before being implemented.

□實習津貼 Internship allowance：\_\_\_\_\_\_\_元

□無提供薪資、實習津貼 Does not provide salary or allowance

1. 加班費Overtime pay：\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_ \_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_ \_\_ \_\_

若超過合約規定的工作時數，丙方應要求比照當地國勞動法令另支付加班費或以符合法令規定之調休或有薪休假方式進行補償。If the working hours exceed the contracted hours, Party C should request overtime pay according to the labor laws of the host country, or compensation through lawful methods such as compensatory time off or paid leave as per local regulations.

1. 薪資支付日期Salary payment date： \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_ \_\_ \_
2. 福利Benefits：
3. 宿舍Accommodation：□無None □免費提供Provided for free □付費提供，每月Provided at a monthly rate \_\_\_\_\_\_\_ 元。
4. 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。
5. 伙食Meals：□無None □免費提供Provided for free □付費提供，每餐Provided at each meal \_\_\_\_\_\_\_ 元。
6. 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。
7. 其他公司福利Other company benefits：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* + 1. **保險Insurance**

1. 乙方於實習期間應為丙方投保教育部「大專校院校外實習學生團體保險」。

Party B shall enroll Party C in the "Ministry of Education’s Group Insurance for College Students in Off-Campus Internships" during the internship period.

1. 甲方於實習前應協助丙方辦理符合當地國規定之相關保險(如勞工保險、醫療保險)。Party A shall assist Party C in securing insurance that complies with the regulations of the host country (such as labor insurance, medical insurance) before the internship begins.

保險投保項目Insurance coverage items include：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. **實習不適應之輔導轉換方式Counseling and Transition Plan for Internship Incompatibility**

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 faces difficulties during the internship, Party A and Party B should provide joint counseling. If, after evaluation by Party B or feedback from Party C, it is determined that Party C is still not adapting, Party B shall propose to terminate the contract and arrange for Party C to transition to another internship institution or take alternative courses.

* + 1. **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.

1. 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.

1. 若因本合約未能履行或履行不周所生之爭議糾紛，甲乙丙三方同意本誠信原則先行協調，協調未果得解除本契約。

In the event of a dispute arising from the failure to perform or improper performance of this contract, all three parties—Party A, Party B, and Party C—agree to first engage in good-faith negotiations. If the negotiations are unsuccessful, the contract may be terminated.

* + 1. **實習成績評核Internship Performance Evaluation**

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。

Both Party A and Party B shall jointly assess the intern's performance and internship report based on the standards set in the "Student Off-Campus Internship Individual Internship Plan" or internship course outline for Party C. Upon successful evaluation, credits will be awarded to Party C.

* + 1. **補充規定Supplementary Provisions**

本合約所有相關附件均視為合約之一部分，具合約條款完全相同之效力，其他有關實習合作未盡事宜，甲乙丙方三方得視實際需要協議後，另訂之。

All relevant attachments to this contract are considered an integral part of the contract and have the same binding effect as the contract's terms. Any other matters related to the internship cooperation not covered by this agreement may be further negotiated and addressed by the three parties as needed.

* + 1. **契約生效及收執Effective Date and Receipt of Agreement**
  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.

* 1. 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

實習機構合約書用印章

Enterprise's Seal for Contract Signing

Signatories

甲 方Party A：

負責人Company Representative：

地 址Address：

乙 方Party B：銘傳大學Ming Chuan University

學校關防

School's Seal for Contract Signing

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

丙 方Party C：

班級Class：

學號Student ID：

\_\_\_\_\_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. 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.

1. 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.

1. 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.