

國立中央大學 海外實習合約書
Overseas Internship Agreement of National Central University

立合約書人 _____ (實習企業) (以下稱甲方)

_____ **國立中央大學** _____ (以下稱乙方)

_____ (實習學生) (以下稱丙方)

Signee _____ (The Company)

_____ **National Central University** _____ (The University)

_____ (The Intern)

為培養學生實務技能，增進其職場實務經驗，並提升其就業競爭力，甲、乙、丙三方特協議下列條款，以資共同遵守：

The Company, the University and the Intern shall be bound by the following agreement (hereafter referred to as “the Agreement”), for the purpose of enhancing the student’s hands-on ability.

一、訂定本契約之目的：

- (一)協助實習生儘早了解職場之運作狀況，學習適應企業內之組織文化和工作氣氛，縮短步入職場所需摸索時間。
- (二)協助實習生以學習者、實務工作者和企業的立場，培養思考、發問和評論的能力。
- (三)帶領實習生於有興趣的領域中進行探索及接觸，並嘗試在理論和實務工作上相互驗證及配合，達到「做中學，學中做」的成效以養成就業能力。
- (四)培養實習生正確的工作態度、職場倫理，以及增強專業認同感。

Article 1. The Purpose of the Agreement

- (a) To allow the Intern to understand the operations of the workplace in advance, thus allowing earlier learning of and adapting to the organizational culture and working atmosphere within the Company, thereby shortening the exploration process after the intern started working.
- (b) To help the Intern to develop the ability to think, ask and comment as a learner, worker and as a part of a company.
- (c) To guide the Intern to explore and discover their field of interest, while try to establish mutual verification and collaboration between theory and execution, thus giving rise to working ability of “doing when learning, learning when doing”.
- (d) To establish a correct working attitude, a set of workplace ethics and an enhanced sense of professional identity of the Intern.

(三)丙方

1. 得自行辦理意外保險，保險費用由丙方自行負擔。
2. 在甲方企業督導指導下，執行與實習相關工作內容，並遵守專業倫理守則。
3. 實習期間應遵守甲方相關規定，準時出席、不早退。
4. 實習期間請假者，應依甲方相關規範辦理請假事宜，並補足實習時數。
5. 實習期間未經報准，不得任意放棄實習作業中途返國。如實習期限未滿，因特殊或緊急事故須放棄實習返國者，需報請甲方及乙方並獲乙方同意，且返國費用均須自理。
6. 實習期間因可歸責於丙方之事由，致實習機構人員或財物受有損害，丙方應與其保證人負連帶賠償責任。
7. 實習期間應讓甲方企業督導及乙方督導單位、乙方老師了解實習之情形及所遭遇之困難。
8. 實習結束前，應完成甲方所交辦之所有事項，並完成相關資料的移交工作。
9. 凡於實習期間任意中途停止者，本階段實習視同放棄，將不予計分亦不補貼機票。
10. 丙方入出境許可、護照及實習國（或地區）簽證之申請，應自行辦理之。

Article 5. The Responsibility of the Company, the University and the Intern

(a) The Company

1. Apply the following insurance for the Intern: _____
2. Select and recommend senior employees as the company supervisor.
3. Notify the University and the Intern of the safety instruction of the workplace along with information about related locations; dangerous work assignments should be avoided when assigning job for the Intern.
4. The recommended supervisor should provide tutorship to the Intern, either individually or as a part of a group.
5. During the term of internship, the Company should allow a faculty member or other agent of the University to visit the location of the internship (and when necessary, allow communication via telephone as well), in order to understand the condition of the Intern, thereby assisting the Intern to ensure a better internship experience.
6. Provide the Intern with necessary housing during the term of internship, _____ (fill in housing details here).
7. Provide the Intern with a monthly internship allowance of (currency) (amount) (with taxes deducted).
8. In the event that the Intern finished the term of internship of ___ months, the Company should reimburse the Intern with (currency) (amount) for airline ticket expenses (reimbursement is issued upon the provision of an invoice).
9. Food and Commuting Allowance (filled in by the Company):
 - (1) Food: Provided with _____ Not Provided
 - (2) Commuting: Provided with _____ Not Provided
10. Termination of the Internship Agreement: The Company may not assign the Intern to illegal activities; in the event that the Company violated any articles herein, the University may terminate the Agreement and the working relations between the Company and the Intern unilaterally, and the Company will not be reimbursed for any losses.

(b) The University

1. Provide the Intern with travelling insurances.
2. Hold internship introduction fairs, accept applications from firms, coordinate the process and make the final confirm.
3. A faculty member of the University should provide tutorship for the Intern before, during or after the internship.
4. A faculty member of the University should assign in detail and review internship assignments for the Intern, while instruct the Intern accordingly.
5. Assign (Personnel from the Company in charge of the internship) to assist in tutoring the oversea interns, provide the interns with proper assistance and assist in communication with the Company.

(c) The Intern

1. Additional insurances are allowed at the Intern's expense.
2. Execute and intern on related work assignments under the supervision of the Company while following professional ethics.
3. Comply with related regulations from the Company during the term of internship; attend in a timely order and refrain from leaving early.
4. In the event that the Intern takes a leave from the internship during the term, the related leave procedures of the Company should be applied, and the internship hours vacancy should be filled up at a later time.
5. Unauthorized abandonment of assignments and return to Taiwan is forbidden during the term of internship; any specific or emergency events that require the Intern to abandon the internship and return to Taiwan during the term of internship would require notifying the Company and the University, and the University's approval must be obtained before the return; all expenses that may arise during the return trip are to be at the Intern's expense.
6. In the event that properties or personnel in the location of internship are damaged due to causes that can be attributed to the Intern, the Intern and their guarantor would be held responsible for the reimbursement of the damage.
7. During the term of internship, the Intern should allow the supervisors from the Company and the University, as well as the faculty member of the University to understand the situation of the internship, along with any difficulties faced.
8. Before the end of the internship, the Intern should finish all work assignments from the Company as well as any transferring work of related data.
9. In the event that the internship is discontinued, the internship is considered abandoned by the Intern, and the credit as well as the airline ticket allowance are forfeited.
10. The preparation of the landing permission(s), visa(s) and passport required for entering the Country where the internship occurs should be done by the Intern.

六、實習作業(丙方)

(一)實習作業包括：1 實習週誌 2 實習心得總報告

(二)若甲方企業督導或乙方老師認為有必要依實習內容調整實習作業時，可依實際需要另訂之。

(三)實習週誌須每週按時繳交，實習心得總報告則應於實習結束後一週內繳交。若期間有特定要求者，則依甲、乙方規定處理之。

Article 6. Internship Assignment (The Intern)

1. The internship assignments include: (a) the weekly reports; (b) the final report for internship.

2. In the event that the supervisor of the Company or the faculty member of the University found it necessary to adjust the assignment, a new set of assignments can be issued accordingly.
3. The weekly reports should be turned in every week in a timely order, while the final report should be turned in within a week after the end of the internship. In the event that there should be a specific requirement for the deadlines arise, the regulations from the Company and/or the University should prevail.

七、評鑑與考核

- (一)實習成績將由乙方之師長及甲方之企業督導共同評定。
- (二)甲方企業督導將以丙方之學習態度、專業知能、實習報告、出勤考核作為考核之依據。
- (三)乙方師長應以學生實習週誌及實習心得總報告內容等各項進行綜合評分。
- (四)甲方企業督導評核佔實習成績_____%，乙方老師評核佔實習成績_____%。
(由乙方填寫)
- (五)乙方實習生實習期滿且成績及格者，得向乙方申請核發實習證書。

Article 7. Evaluation and Assessment

1. The score of the internship are given by the faculty member of the University and the supervisor of the Company.
2. The supervisor of the Company should assess the Intern according to their learning attitude, professional knowledge, intern report and attendance.
3. The faculty member of the University should assess the Intern according to their weekly report and final report.
4. The assessment by the supervisor from the Company should take up ____% of the final score, while the assessment by the faculty member from the University should take up ____%.
5. Interns from the University who has finished internship with a passing score are entitled with the right to request internship certification from the University.

八、實習爭議申訴流程

- (一)丙方因校外實習所受乙方之懲處、其他措施或決議，認為違法或不當，致損害其權益者，得依乙方學生申訴評議辦法向學生申訴評議委員會提出申訴。
- (二)丙方認為甲方對於實習內容之管理措施或處理情形不當，致損害其權益者，得向乙方提出申訴。乙方應邀請甲方、丙方及有關單位共同協商解決，並將協商後之解決方案送請乙方學生實習委員會備查。
- (三)若甲方違法侵害丙方之權益，則由合約簽訂單位依合約內容進行協調，並依據相關法律規定進行協助。

Article 8. Appeals for Internship Disputes

1. The Intern can file an appeal to the Student Grievance Committee in accordance with student grievance standards of the University in the event that the Intern perceive the University's inappropriate or illegal penalties, other measures or decisions related to the overseas internship which infringe the rights and interests of Intern.
2. The Intern can file an appeal to the University in the event that they perceive the Company's management, other measures or decisions are inappropriate and infringe the rights and interests of Intern. The University should then invite the Company, the Intern and other related bodies to negotiate for a solution, and the solution should be submitted to the Student Internship Committee of the University for future reference.
3. In the event that the Company has illegally damaged the rights of Intern, the signees of related agreements should coordinate with one another in accordance with the Agreement, and should assist in accordance with related laws.

九、本契約書如有未盡事宜或應變更事項，得經甲、乙、丙參方隨時以書面協議補充或變更之。

Article 9: In the event that the Agreement contains unsettled affairs or articles that should be amended, the Company, the University and the Intern may amend, notify, or supplement this Agreement, provided that the other Party's written consent to any such amendment, modification or supplement is obtained.

十、本合約書之準據法依行為地之法律，如有未盡之處，依中華民國法律補充之。

Article 10. The laws of the place where the act was performed shall govern this agreement; in the event that there are still unsettled affairs, these should be supplemented by the law of the Republic of China.

十一、其他詳細規範如實習辦法說明。本契約書一式三份，三方各執一份為憑，自簽署日起生效。

Article 11. Other detailed regulations are described in the internship standards. The Agreement is copied in triplicate, with the Company, the University and the Intern each holding one copy for future reference; The term of this Agreement shall become effective as of the date of signature.

十二、本契約當事人簽署本契約之英文版本附有中文翻譯為參考。若中文翻譯與英文版本有不一致之處，應以英文版本為準。

Article 12. This Agreement is executed in the English language with a Chinese translation hereof solely for reference. In the event of any discrepancy between the English text and the Chinese translation hereof, the English text shall prevail.

立約人
Signees

甲 方： (實習企業)
代表人：

地 址：
統一編號：
The Company: (The firm providing internship)
Representative:
Address:
Uniform Number:

乙 方：國立中央大學

代表人：周景揚 校長

地 址：320 桃園市中壢區中大路 300 號

統一編號：45002931

執行單位：學務處職涯發展中心

負責人：陳思妤 主任

The University: National Central University

Representative: Principal Jing-Yang Jou

Address: 300, Zhongda Rd., Zhongli District, Taoyuan City 320, Taiwan, R.O.C.

Uniform Number: 45002931

Executing Body: Career Center, Office of Student Affairs

Director: Szu-Yu Chen

丙 方(學生)：

身分證字號：

戶籍地址：

The Intern (Student):

ID Number:

Registration Address:

丙方保證人(法定代理人)：

身分證字號：

戶籍地址：

The Guarantor of the Intern (Guardian):

ID Number:

Registration Address:

西元 年 月 日

Date of Signature: _____