中臺科技大學實習合約書範本（僱傭關係三方版本）

Central Taiwan University of Science and Technology Internship Agreement (employment relationship-tripartite)

114.04.30修訂

Revised 2025.04.30

合約書編號Contract number：

立合約書人Contracting Parties：

(大專校院Name of School) 中臺科技大學

Central Taiwan University of Science and Technology
 （以下簡稱甲方hereinafter referred to as Party A）

 (合作機構Cooperating Entity)

 （以下簡稱乙方hereinafter referred to as Party B）

 (實習學生Intern Student)
（以下簡稱丙方hereinafter referred to as Party C）

甲乙雙方共同辦理校外實習教育事宜，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，採工作型校外實習(除從事學習訓練外，並有勞務提供或工作事實)，由乙方聘任丙方為正式員工(具僱傭關係)，經三方共同協議訂定條款如下：

Party A and Party B jointly organize the off-campus internship training program in accordance with the "Regulations Governing the Implementation of Industry-College Cooperation in Junior Colleges or Institutions of Higher Education" and the "Labor Standards Act" and other relevant labor laws and regulations, off-campus job internships are adopted (in addition to engaging in learning and training, there are also labor services or works as facts), Party B hires Party C as a regular employee (with an employment relationship), and the terms are as follows through a joint agreement between the three parties:

一、甲方之職責Responsibilities of Party A：

（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。

Establish Off-campus Internship Committees at all levels in accordance with Article 6 of "Regulations Governing the Implementation of Industry-College Cooperation in Junior Colleges or Institutions of Higher Education” and be responsible for the tasks related to the off-campus internship operations.

（二）依系科發展及專業核心能力妥善規劃校外實習課程（課程名稱 / 學分），並於實習前為丙方訂定「學生個別實習計畫」。
Properly plan off-campus internship courses (course titles/credits) in accordance with departmental development and professional core competencies and formulate a "student internship plan" for each of Party C before the internship takes place.

（三）甲方負責進行乙方實習機構工作環境安全性及實習權益之評估。

Party A is responsible for evaluating the safety of the working environment and the rights and interests of the interns at Party B’s internship location.

（四）甲方應指派實習輔導老師，定期赴乙方進行實地訪視及輔導，瞭解丙方學習適應狀況及乙方依實習合約執行之情形，並與乙方共同輔導丙方。

Party A shall assign an intern consultation to visit and counsel Party B regular on-site visits to learn about Party C's learning and adaptation status and Party B's implementation of the internship contract, and jointly consult Party C with Party B.

（五）乙方有業務相關問題需由甲方協助時，甲方應推薦適當之教授、學者提供建議與協助。

When Party B encounters business-related issues requiring assistance from Party A, Party A shall recommend appropriate professors or scholars to provide advice and assistance.

二、乙方之職責Responsibilities of Party B：

（一）參與校外實習課程規劃，並依學生個別實習計畫提供丙方相關實務訓練，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，如乙方設有工會，則乙方應告知工會校外實習人才培育事宜及人數。

Participate in the planning of off-campus internship courses and provide relevant practical training for Party C according to the individual internship plans of students and arrange the assignment of internship work units and working hours to conduct various practical skills training and cultivation. If Party B has a labor union, it should be informed of the cultivation of off-campus interns and the number of personnel.

（二）負責丙方實習前之安全講習、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 lectures before the internship of Party C, the configuration of safety protection equipment in the internship site, and the planning of related occupational safety and health measures.

（三）接受甲方定期實地訪視，並與甲方指派之專責輔導教師共同負責輔導丙方，及參與實習成績考核。

Open to Party A's regular on-site visits, and jointly be responsible for consulting Party C together with the dedicated consultation assigned by Party A and participate in the internship performance assessment.

（四）乙方非經甲方及丙方同意，不得任意調動實習單位。

Party B shall not arbitrarily transfer the internship unit without the consent of Party A and Party C.

三、丙方之職責Responsibilities of Party C：

（一）遵守乙方之指導與監督、系所實習相關規定以及甲方實習規範。

Comply with the guidance and supervision of Party B, the relevant regulations of the Department's internship and the internship specifications of Party A.

（二）遵守乙方人事及工作管理規則，並確實注意資訊安全及業務上保密。

Comply with Party B's personnel and work management rules, and pay attention to information security and business confidentiality.

1.實習時間屆滿，丙方應依國家法令及乙方規定，將業務上所掌管之文件、資料、圖表、物品、財產等歸還乙方，並辦妥手續，經乙方同意後始得離職。丙方違反前開規定者，應賠償乙方因此所受之一切損害。

When the internship period expires, Party C shall return all documents, data, charts, items, properties, etc., managed during the business to Party B in accordance with national laws and regulations and the regulations of Party B, and complete the procedures. Party C may resign only after obtaining the consent of Party B. Party C shall compensate Party B for all damages incurred due to violation of the aforementioned regulations.

2.丙方同意於實習期間為職務上或職務有關之發明、創作、專利權、著作權、營業機密或其他智慧財產權等，若無事前協議，則均歸屬乙方；如需申請者，丙方應配合辦理。

Party C agrees that during the internship period, any inventions, creations, patent rights, copyrights, trade secrets, or other intellectual property rights related to their duties or duties belong to Party B unless otherwise agreed in advance. If applications are needed, Party C shall cooperate in the process.

四、實習期間Internship period：

自民國 年 月 日起至民國 年 月 日(時數: )。

from dd/mm/yyyy to dd/mm/yyyy(hours).

五、實習場所Internship location：

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

Location:

Name of entity:

Street Address:

District:

City:

（二）乙方非經甲方及丙方同意，不得任意調動實習地點。

Without the consent of Party A and Party C, Party B shall not arbitrarily change the internship location.

六、每日實習時間Internship Hours：

乙方對丙方之實習時間應依勞動相關法令之規定辦理。

Party B's internship hours for Party C shall be conducted in accordance with 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8小時，每週不超過40小時：自每日OO：OO起，至OO：OO止，每日實習時間計OO小時。

Daily normal work and break hours: The normal work hours shall not exceed eight hours a day, and the weekly limit shall not exceed forty hours a week: from OO:OO every day to OO: OO every day, the work hours are counted as OO hours.

（二）乙方非經甲方及丙方同意不得任意延長實習時間或於休息日、休假日工作。

Party B shall not arbitrarily extend the internship work hours or assign any work on off-duty days or holidays without the consent of Party A and Party C.

七、實習薪資及相關福利事項Internship salary and benefits：

乙方應依法支付丙方薪資，其有關薪資計算基準及其他相關福利項目如下：

Party B shall pay Party C’s salary in accordance with the laws. The relevant salary calculation basis and other related welfare and benefits are as follows:

（一）薪資：每□月/□時/□日給付 元，不得低於當年度基本工資規定。乙方提供之工資應全額予丙方，並以金融機構轉存方式直接匯入丙方帳戶。乙方不得預扣丙方薪資作為違約金或賠償費用。

Salary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NTD$ per □month/□hour/□day, which shall not be lower than the minimumwage in according with the regulations of the current year. The wages provided by Party B shall be fully paid to Party C and shall be transferred directly to Party C's account by wire transfer between financial institutions. Party B shall not withhold Party C's salary as liquidated damages or compensation.

（二）福利Benefits：

1.宿舍：□無 □免費提供 □付費提供，每月\_\_\_\_\_\_\_元。

Dormitory: □None □Free □Available for a fee, \_\_\_\_\_\_\_\_ per month.

2.伙食：□無 □免費提供 □付費提供，每餐\_\_\_\_\_\_\_元。

Meals: □None □Free □Available for a fee, \_\_\_\_\_\_\_\_ per meal.

3.交通車/交通津貼/生活津貼：□無 □免費提供 □付費提供

□交通津貼，每月\_\_\_\_\_\_\_元 □生活津貼，每月\_\_\_\_\_\_\_元。

Shuttle/car allowance: □None □Free of charge □Available for a fee

□Transportation allowance, \_\_\_\_\_\_ per month □living allowance, \_\_\_\_\_\_\_ per month.

4.公司福利：□無/□有，\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_。

Other company benefits: □None /□Yes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

（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、性別平等工作法及勞工請假規則等相關勞動法令之規定辦理。

Other labor rights: matters such as breakhours, vacations, holidays, off-duty days, and personal leaves shall be handled in accordance with relevant labor laws and regulations such as the Labor Standards Act, Act of Gender Equality in Employment, and Regulations of Leave-Taking of Workers.

八、保險及退休金Insurance and Pension：
丙方於實習期間，乙方應依相關法規為丙方辦理勞工保險、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。甲方應為丙方投保校外實習團體意外險，並支付保險費。

During Party C's internship, Party B shall provide labor insurance, labor occupational accident insurance, employment insurance, national health insurance and labor pension for Party C in accordance with relevant laws and regulations and pay insurance premiums in accordance with regulations. Party A shall insure Party C for off-campus internship group accident insurance and pay for the insurance premium.

1. 實習內容Internship content:

實習期間依甲、乙雙方協調教學目標、實習內容等實習需求，依教學訓練計畫或實習護照安排各種實習課程及技能訓練課程，並應考量實務訓練所需及維護個人身心健康，不得非法利用實習學生留置到夜間加班、輪班，或從事無關專業能力表現之事情。

During the internship period, based on the coordinated teaching objectives and internship requirements of both Party A and Party B, various internship courses and skills training courses shall be arranged according to the teaching training plan or internship passport. It shall also take into account the practical training needs and maintain the personal physical and mental health. It is prohibited to illegally require interns to work overtime at night, on shifts, or engage in activities unrelated to professional competence.

十、實習不適應之輔導轉換方式

Counseling and conversion methods for those who find the internship unsuitable：

（一）丙方於實習期間不適應，應由甲乙雙方共同輔導，如經甲方評估或丙方反映仍不適應，應由甲方提出終止合約，並安排丙方轉銜至其他實習機構或修習其他替代課程。

Shall Party C find the internship unsuitable during the terms, both Party A and B should jointly counsel Party C. Shall Party A considers after evaluation and/or Party C continue find it unsuitable, Party A should propose to terminate the contract and arrange for Party C to transfer to another internship institution or study in other places or alternate courses.

（二）乙方所安排之實習內容不得要求丙方協助從事違法行為。乙方如有違反，甲方得逕行終止本合約，乙方與丙方勞動關係亦告終止。

The internship content arranged by Party B shall not require Party C to conduct any illegal activities. Shall Party B violate, Party A may directly terminate this contract, and the labor relationship between Party B and Party C shall also be terminated.

 十一、實習爭議協調及處理方式Arbitration and handling of internship disputes：

（一）三方約訂爭議處理協調之單位為甲方實習委員會。

It is agreed by all three Parties that the dispute settlement and arbitration is handled by Party A's Internship Committees.

（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 resolution process, relevant personnel shall be invited to participate, and if necessary, labor-related legal experts and scholars may be invited to attend the meeting.

十二、實習成績評核及實習證明發給

Internship performance evaluation and internship certificate issuance：

甲乙雙方應依學生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，並得視實際需要發給書面實習證明。

Party A and Party B shall jointly evaluate the internship performance of Party C and the content of the internship report according to the standards set by the student internship plan or the internship course plan. Those who pass the evaluation will be awarded credits and may be issued a written internship competition certificate according to actual needs.

十三、合約生效、終止及解除Effectiveness, termination, and rescission of the contract：

（一）本合約書自簽署完成之日起生效。

This contract will come into effect on the date of execution of signing.

（二）三方應約訂合約終止及解除條件；如乙方嚴重損害丙方權益，甲方得要求終止或解除合約，並依法向乙方提出損害賠償。

The three parties shall agree on the conditions for the termination and rescission of the contract; if Party B seriously damages the rights and interests of Party C, Party A may request the termination or rescission of the contract and claim damages to Party B according to law.

十四、甲乙丙三方就本合約有爭執，並進行司法救濟，三方合意以臺灣臺中地方法院為第一審

管轄法院。

Shall Party A, Party B, and Party C have any disputes over this contract and seek judicial relief, it is agreed by the three Parties to use Taiwan Taichung District Court as the court of first instance jurisdiction.

十五、本合約未盡事宜，依專科以上學校產學合作實施辦法、勞動基準法、性別平等教育法、

性別平等工作法、性騷擾防治法、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 regulations such as the Regulations governing the Implementation of Industry-College Cooperation in Junior Colleges or Institutions of Higher Education, Labor Standards Act, Gender Equity Education Act, Act of Gender Equality in Employment, Sexual Harassment Prevention Act, Labor Insurance Act, Labor Occupational Accident Insurance and Protection Act, Employment Insurance Act, Labor Pension Act etc.

十六、本合約書一式三份，甲、乙、丙三方各執乙份存照。

This contract is made in triplicate, and Party A, Party B, and Party C each hold one copy for record.

立合約書人Contracting Parties:

甲方Party A：中臺科技大學Central Taiwan University of Science and Technology

校長President：

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電話Telephone：(04)22391647

統一編號Unified Tax ID：52006808

乙方Party B：

負責人Representative：

地址Address：

電話Telephone：

統一編號Unified Tax ID：

丙方Party C：

系級Department and academic year：

學號Student ID：

身分證字號(居留證或統一證號) Identification ID：

電話Telephone：

住址Address：

西元 年 月 日

Date: \_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_