中臺科技大學實習合約書範本（非僱傭關係二方版本）

Central Taiwan University of Science and Technology Internship Agreement

 (no employment relationship-two parties)

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）

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」，採一般型校外實習，乙方與甲方學生為單純學習訓練關係（不具僱傭關係），經雙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 ", off-campus general internships are adopted. Party B and Party A’s students are in a purely learning and training relationship (no employment relationship), and the terms are as follows through a joint agreement between the both 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），並於實習前為學生訂定「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 student 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，瞭解學生學習適應狀況及乙方依實習合約執行之情形，並與乙方共同輔導學生。

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

（六）督導學生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。

Supervise students to comply with the guidance and supervision of Party B, the relevant regulations of the Department's internship and the internship specifications of Party A.

（七）督導學生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。

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

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學生相關實務訓練，安排實習單位分配、實習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 and provide relevant practical training for students 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.

（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規劃。

Responsible for the safety lectures before the internship of students, 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學生，及參與實習成績考核。

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

三、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: ).

四、實習場所Internship location：

（一） 實習地點：○○公司（○○縣/市○○區○○路/街○○號○○樓）

Location:

Name of Entity:

Street Address:

District:

City:

（二） 乙方非經甲方及學生同意，不得任意調動實習地點。

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

五、每日實習時間Internship Hours：

甲乙方應考量實務訓練所需及維護個人身心健康，安排每日實習時間不得超過8小時，每週實習時間，不得超過40小時，且不得於午後十時至翌晨六時之時間內進行（但學校辦理校外實習屬各類專門職業及技術人員考試所訂應考資格條件，不在此限）：自○○:○○起，至○○:○○止，計○○小時。

Party A and Party B shall consider the practical needs of the training and the balance of personal and physical health. The daily training hours shall not exceed eight hours, and weekly training hours shall not exceed forty hours, and shall not be carried out between 10:00 p.m. and 6:00 a.m. (Except for, however, where the school's off-campus internship meets the eligibility requirements for various professional occupations and technical personnel examinations.): from ○○:○○ to ○○:○○, the work hours are counted as ○○ hours.

六、實習給付及相關福利事項Internship salary and benefits：

乙方應依下列約定事項辦理Party B shall conduct the following matters as agreed：

（一）實習給付：□無□獎學金/□實習津貼，每□月/□時/□日 元。乙方提供之實習給付應全額予學生，並以金融機構轉存方式直接匯入學生帳戶。

Internship allowance: □None; or if any, □Scholarship/□Internship allowance, \_\_\_\_\_\_\_\_\_\_NTD$ per □month/□hour/□day. The internship allowance provided by Party B shall be fully paid to students and shall be directly transferred to students’ account by wire transfer between financial institutions.

（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/Living allowance: □None □Free of charge □Available for a fee □Transportation allowance, \_\_\_\_\_ per month □living allowance, \_\_\_\_\_ per month.

4.其他公司福利：□無/□有， 。

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

（三）休息時間及請假規定：由甲乙雙方協議，依學生個別實習計畫安排及配合實習場域實務訓練所需，議定合理的休息時間及請假規定。

Regulations of break hours and personal leave: A reasonable requirement of break hours and leave shall be agreed upon by both Party A and Party B, according to the individual internship plan arrangement of students and the practical training needs of the internship site

七、保險Insurance：

學生實習期間，甲方應為學生投保校外實習團體意外險，並支付保險費。

During students’ internship, Party A shall insure students for the off-campus internship group accident insurance and pay for the insurance premium.

八、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.

九、實習不適應之輔導轉換方式

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

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

Shall students find the internship unsuitable during the terms, both Party A and B should jointly counsel students. Shall Party A considers after evaluation and/or students continue find it unsuitable, Party A should propose to terminate the contract and arrange for students 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學生協助從事違法行為。乙方如有違反，甲方得逕行終止本合約。

The internship content arranged by Party B shall not require students to conduct any illegal activities. Shall Party B violate, Party A may directly terminate this contract.

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

（一）雙方約訂爭議處理協調之單位為甲方實習委員會。

It is agreed by both 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.

十一、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，就學生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 students 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.

十二、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）雙方應約訂合約終止及解除條件；如乙方嚴重損害學生權益，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 both parties shall agree on the conditions for the termination and rescission of the contract; if Party B seriously damages the rights and interests of students, Party A may request the termination or rescission of the contract and claim damages to Party B according to law.

十三、甲乙雙方就本合約有爭執，並進行司法救濟，雙方合意以臺灣臺中地方法院為第一審管轄法院。

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

十四、本合約未盡事宜，依專科以上學校產學合作實施辦法、性別平等教育法、性別平等工作法、性騷擾防治法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, Gender Equity Education Act, Act of Gender Equality in Employment, Sexual Harassment Prevention Act etc.

十五、本合約書一式二份，甲、乙雙方各執乙份存照。

This contract is made in duplicate, Party A and Party B 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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乙 方Party B：

負責人Representative：

地 址Address：

電 話Telephone：

統一編號Unified Tax ID：

西元 年 月 日

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