**國立高雄科技大學職場實習合約書**

**National Kaohsiung University of Science and Technology**

**Workplace Internship Contract**

**【職場實習工作型】**

**【Work Type Workplace Internship】**

立合約書人Parties to this Contract：

學校單位　　　　　　　　　： 國立高雄科技大學 (以下簡稱甲方)

Institution of Higher Education：National Kaohsiung University of Science and Technology（hereinafter referred to as Party A）

實習（事業）單位Company： (以下簡稱乙方)（hereinafter referred to as Party B）

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

本合約基於培訓專業人才，共同推展實習合作教學與實務訓練之互惠原則，丙方至乙方實習係以學習為主要目的，除從事學習訓練外，並有勞務提供或工作事實，丙方於實習機構之身分認定，兼具學生及勞工身分，屬職場實習工作型，甲乙丙三方協議訂定下列事項，以資遵循：

This Contract is drafted between Party A and Party B to train technical professionals and jointly promote internship-related cooperative teaching and practical training based on the principle of mutual benefit. The primary objective of this contract internship of Party C interning at Party B is learning. In addition to engaging in learning and training, interns shall provide labor or work. The positions of Party C in the internship agency are as a student and a worker. This is a work type workplace internship. The following agreement items stipulated by Party A, Party B and Party C shall accordingly be complied with:

一、實習合作職掌Internship cooperation job

甲方：辦理丙方實習相關業務，且所屬學術單位之各系所專業教師負責指導丙方職場實習。

Party A：Undertakes internship-related business and contact for Party C. Professional teachers of each department/ institute of affiliated academic unit are responsible for guiding workplace internship of Party C.

乙方：提供丙方學生實習項目分配、報到、訓練及協助輔導實習丙方之職場知能，實習內容安排以不影響丙方健康及安全的實習環境為原則，同時應負責提供安全防護設備與管理措施。

Party B：Provides Party C with internship assignments, reporting, and training, while helping to teach Party C workplace knowledge, ensuring the health and safety of Party C at work, providing protective equipment, and implementing control measures.

丙方：遵守甲方實習法規、系所實習相關規定以及乙方實習規範，依規定時間出勤，虛心接受指導，精進實作技能，遵守職場倫理，保護業務機密，並與學校輔導老師保持聯繫，注意職場安全及交通安全。

Party C：Complies with internship regulations and departmental internship rules of Party A and internship guidelines of Party B, works within the specified time, humbly accepts guidance, improves practical skills, follows work ethics, ensures confidentiality, keeps in touch with the guidance teacher, and pays attention to workplace and road safety.

二、合約期限及實習時間Contract period and intern time

（一）實習期間自Internship period is from＿＿年＿＿月＿＿日(yyyy/mm/dd)至to＿＿年＿＿月＿＿日止(yyyy/mm/dd)，每日＿8＿小時hours per day，每週40小時hours per week.。

（二）實習時間、休息時間、請假、例假及休息日規定等不得違反勞動相關法規。

Intern time, rest time, leave, weekends, holidays, and rest days shall not violate labor-related regulations.

（三）乙方非經甲、丙方同意不得任意延長實習時間或要求丙方於休息日、休假日工作。

Without the consent of Party A and Party C, Party B shall not arbitrarily extend the internship time or require Party C to permit to work on rest days or holidays.

三、實習職稱及內容Internship Title and Description

（一）實習職稱Internship Title：＿＿＿＿＿＿＿

（二）實習內容Internship Description：＿＿＿＿＿＿＿

（三）實習課程名稱Internship Course Name：＿暑期實習＿

（四）實習類別Internship Type：■暑期實習Summer　□寒期實習Winter　□專案實習Project

□學年實習Academic-Year　□學期實習Semester

四、實習場所 Internship Site

（一）實習地點Internship Location：＿＿＿＿＿＿＿＿公司Company

（實習地址Internship Address：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿）。

（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 transfer the internship location.

五、實習報到Internship reporting

（一）甲方於實習開始前一週將丙方相關資料寄達乙方。

Party A shall send the information about Party C to Party B one week prior to the start of the internship.

（二）乙方於丙方報到時，應即給予職前安全衛生訓練，並派專人指導。

When Party C reports in, Party B shall provide job safety training and assign a designated person to guide Party C.

六、薪資給付方式Salary payment method

（一）實習薪資/津貼Internship salary/allowance

□每月給付新臺幣Payment of NT$＿＿＿＿元each month

（包含Including□員工勞保自付額Labor Insurance Deductible、□員工健保自付額National Health Insurance Deductible、□伙食津貼Meal Allowance、□其他Others：＿＿）

□每時給付新臺幣Payment of NT$＿＿＿＿元per hour

（包含Including□勞保自付額Labor Insurance Deductible、□健保自付額National Health Insurance Deductible、□伙食津貼Meal Allowance、□其他Others：＿＿）

□其他Other：＿＿＿＿（請註明please specify)

（二）薪資給付以Salary shall be paid using（金融機構轉存financial institution transfer／現金cash／ ＿＿＿＿）方式直接發給丙方directly to Party C，乙方不得預扣丙方薪資作為違約金或賠償費用Party B shall not withhold Party C’s salary as liquidated damages or compensation。

（三）若有延長工時給付，則依勞動基準法等相關規範辦理。

For overtime pay, the process is according to the Labor Standards Act.

七、膳宿與福利Accommodations and benefits

（一）住宿Accommodation：□無No□供宿(免費) Yes(free)

□供宿Yes（需自付pay NT$\_\_\_\_元/月per month）

□外宿補貼Accommodation Allowance（NT$\_\_\_\_元/月per month）。

（二）伙食Allowance：□無No □供膳Yes（一日\_\_餐meals per day）

□伙食補貼Meal Allowance（NT$\_\_\_\_\_\_\_元/月per month）。

（三）交通車Shuttle Service/交通津貼Transportation Allowance：

□無None □免費提供Provided Free of Charge □付費提供Provided with Fee（\_\_\_\_元/月per month）□交通津貼Transportation Allowance（\_\_\_\_元/月per month）

|  |
| --- |
| （四）提供福利Benefits provide：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿。 |

八、保險Insurance

（一）甲方應於丙方報到前辦理意外及醫療保險，意外保險保額至少為新臺幣200萬意外保險及新臺幣5萬元醫療險。

Party A shall provide Party C with health and accident insurance prior to their reporting for work. The insurance amount should be at least NT$ 2 million for accident insurance and NT$ 50,000 for medical insurance.

（二）丙方報到時，乙方應即辦理勞工保險、健保及提撥勞工退休金，另得為丙方投保勞動基準法所定職業災害補償額度之商業意外保險或雇主補償責任保險。

When Party C reports for duty, Party B shall immediately provide Party C with labor insurance, health insurance, labor pension, and business accident insurance or employer’s liability insurance for occupational accident compensation as stipulated by the Labor Standards Act.

九、實習學生輔導Intern student guidance

（一）丙方實習期間，由甲方及乙方實習輔導老師，共同督導實務實習內容及進行技能指導工作，並以「個別實習計畫」為依據。

During the internship period, Party C shall be supervised by the guidance teachers of Party A and Party B regarding the internship work content and technical skills. The supervision and guidance shall be according to the Individual Internship Plan.

（二）乙方實習單位應安排職前訓練課程、專業實務學習，並指派專人指導，嚴格要求敬業精神與培訓專業實務技能。

Party B’s internship unit shall arrange for pre-work training and practical professional training, and assign designated guidance personnel to cultivate professionalism and practical skills in interns.

（三）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，丙方與乙方勞動關係亦告終止。

The internship tasks arranged by Party B shall not require Party C to assist in illegal activities. If Party B violates this clause, Party A can terminate this Contract and the labor relationship between Party C and Party B shall be terminated.

（四）實習期間甲方應安排輔導老師赴乙方訪視丙方，負責實習輔導、溝通、聯繫工作。

During the internship period, Party A shall arrange for guidance teachers to visit Party B and Party C. These guidance teachers shall be responsible for internship guidance, communication, and contact.

（五）丙方表現欠佳時，由乙方知會甲方輔導處理，經輔導未改善者得予終止實習。

If Party C's performance is unsatisfactory, Party B shall notify Party A for counseling. If there is no improvement after counseling, the internship may be terminated.

（六）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 has difficulty adapting during the internship period, Parties A and B shall jointly provide support. If, following Party A's assessment or based on feedback from Party C, adaptation remains an issue, Party A shall arrange for Party C to transfer to another internship institution or enroll in an alternative course.

（七）丙方於機構學習期間遭性騷擾時，其申訴之提出及認定，依性別平等工作法 、性別平等教育法及相關法令規定辦理。

If Party C is sexually harassed during the internship period at the internship agency, the appeal proposal and judgment shall be processed according to the Act of Gender Equality in Employment, the Gender Equity Education Act, and other related regulations.

（八）丙方於機構學習期間之學習機會、內容、成績評量待遇或獎學金之給予，遭實習機構因性別或性傾向而有差別待遇時，申訴之提出及認定，依性別平等教育法規定辦理。

If the learning opportunity, content, performance evaluation, or grant provision provided by the internship agency during the internship period was biased because of gender or sexual orientation, the appeal and judgment process for this matter shall be according to the Gender Equity Education Act.

十、實習考核Internship assessment

（一）實習期間由甲方及乙方實習輔導老師共同評核實習成績，並填妥「實習成績考核表」。

During the internship period, Party A and Party B’s internship guidance teachers shall co-evaluate each intern’s performance and fill out an Internship Performance Evaluation Form.

（二）丙方表現或適應欠佳時，由乙方知會甲方輔導處理，經輔導未改善者得予終止實習。

When Party C shows poor performance or adaptability, Party B shall notify Party A to counsel Party C. If Party C does not improve after counseling, the internship can be terminated.

（三）甲乙雙方不定期協調檢討實習各項措施，期使實習合作更臻完善。

Both parties shall conduct irregular discussions regarding internship measures to improve the internship cooperation.

十一、附則Supplementary provisions

（一）丙方不適應之輔導轉換方式與實習爭議處理方式，概依甲方實習相關法規辦理。

Counseling and transfer for Party C who cannot adapt, and handling of internship disputes shall be according to Party A’s internship-related rules.

（二）本合約所有相關附件均視為本合約之一部分，具合約條款完全相同之效力，其他有關實習合作未盡事宜，甲乙丙三方得視實際需要協議後，另訂之。

Attachments related to this Contract are perceived as part of this Contract, and are as valid as this Contract’s articles. If required, all three parties can set additional clauses after negotiations for matters related to this internship, but not covered by this Contract.

（三）本合約配合勞動部「勞動教育促進綱領」規定，乙方若有成立工會，應告知工會產學合作人才培育事宜及人數。

This Contract is in line with the regulations of “Labor Education Promotion Program” of Ministry of Labor. If Party B forms a labor union, it shall notify the labor union of matters of talents cultivation of industry-academy cooperation and the number of people.

（四）本合約書之準據法為中華民國民法、專科以上學校產學合作實施辦法、勞動基準法、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，合約書未盡周詳之處，均以中華民國法令為準則。

This Contract is governed by the Republic of China Civil Code, Implementation Regulations Regarding Industry-Academy Cooperation at Junior Colleges and Institutions of Higher Education, Labor Standards Act, Labor Insurance Act, Labor Occupational Accident Insurance and Protection Act, Employment Insurance Act, and Labor Pension Act. For matters not covered by this Contract, follow the relevant Republic of China laws and regulations.

（五）甲乙丙三方因本合約內容涉訟時，三方合意以臺灣高雄地方法院為第一審管轄法院。

If litigation occurs among Party A, Party B and Party C due to the content of this Contract, all three parties agree to use the Taiwan Kaohsiung District Court as the court of first instance.

十二、本合約書一式三份，甲乙丙三方各執乙份為憑。

This Contract is made in triplicate. Party A, Party B and Party C shall each keep a copy as proof.

**立合約書人** Parties to this Contract

甲　方（Party A）：國立高雄科技大學（National Kaohsiung University of Science and Technology ）

代表人（Representative）： 楊慶煜 校長（President）

系所單位主管（Department supervisor）： 工業設計 系（Department） 宋毅仁 主任（Chair）

地　址（Address）：高雄市三民區建工路415號（No.415, Jiangong Rd., Sanmin Dist., Kaohsiung City）

統一編號（Tax ID number）：76014406

乙　方（Party B）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

負責人（Responsible person）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

地　址（Address）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

統一編號（Tax ID number）：

丙　方 （Party C）：（簽章Signature）

身份證字號（ID Number）：

戶籍地址（Household Registration Address）：

法定代理人（Legal Representative）：（簽章Signature）

（丙方未滿18歲須有法定代理人簽署）

(The legal representative is required to sign this Contract if Party C is under 18 years of age.)

西元 　　年　 　　月　　 　日

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(yyyy/mm/dd)