

# 實習合作契約書

## Internship Cooperation Agreement

立契約書人

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (以下簡稱甲方) (hereafter referred to as A)

銘傳大學 Ming Chuan University (以下簡稱乙方) (hereafter referred to as B)

茲因甲方同意為乙方校外實習機構，並由乙方實習計畫之學生至甲方營業處協助處理相關作業事宜，經雙方同意訂定契約，遵循條款如下： Whereas A has agreed to be an external internship institution for B's students acting as intern(s) to assist with A's operational matters. Both parties agree to sign this Agreement with the following terms:

- 第一條 契約期間與實習名額 **Period of Agreement and Internship Quota**  
契約期間自民國 (以下同)     年    月    日起至     年    月    日止，提供     實習名額。 This Agreement shall be valid from MM/DD/YY to MM/DD/YY for     internship students.
- 第二條 實習內容 **Content**
- 甲方指示之工作內容為     相關作業，乙方實習學生應受甲方之工作監督與指揮。 The internship content instructed by A shall be related to     , and B's students shall accept A's supervision and instruction.
  - 乙方之實習學生應隨時保持作業場所之整潔。 B's students shall keep the working place neat and clean all the time.
- 第三條 實習地點 **Venue**  
甲方指示之營業處或辦公場所 Working place shall be determined by A.
- 第四條 實習時間與時數 **Time and Hours**  
實習期間之實際工作時間由甲方與實習學生在符合相關勞動法規前提下自行約定，但應符合乙方實習時數之最低時數120小時規定。實習學生應主動且明確告知甲方目前修業狀況與實際可參與實習時間。 The internship time during the internship period shall be discussed and determined by A and B's students in accordance with the relevant labor laws and regulations. However, the internship hours shall meet the minimum 120 hours required by B. Internship students shall take the initiative to inform A about their study status and the time for participating in the internship.
- 第五條 實習期間保險 **Insurance**  
由甲方為實習學生投保100萬以上意外險。 A shall provide at least one million NTD accident insurance coverage for B's internship students.
- 第六條 實習成果 **Performance**

甲方於實習結束後，應提供乙方實習學生之實習表現相關資料。並同意協助乙方之實習指導老師定期或不定期前往甲方訪視了解實習學生之實習狀況。 A shall provide the relevant data related to B's student internship performance after the internship, and assist B's advisor in scheduled and unscheduled visits at A to understand the work status of internship students.

#### 第七條 特約事項 Special Covenant

- (一) 甲方應確保其工作場所之安全性，參與實習學生因執行甲方指示之工作致本人或第三人傷亡等損害，概由甲方負責。 A shall ensure the security of the working venue and be responsible for any injury to interns or any third person incurred while on the job as directed by A.
- (二) 甲方於實習學生報到時，應即給予職前訓練，並派專人指導。 A shall provide pre-job training and have a specially assigned person to instruct internship students when they report for work.
- (三) 參與實習學生若有違反保密合約、未依規定參與實習、確有不適任之情形、  
違反甲方監督管理或有其他足以造成甲方損害之情形者，得隨時終止實習。 During the internship period, in case of any violations related to confidentiality, internship regulations or any inappropriate behavior on the part of internship students that impairs A, A may at any time suspend the internship of the dishonored intern.
- (四) 非經乙方事前書面同意，甲方不得將參與實習學生轉介服務其他單位。 A shall not transfer B's internship students to any other institution without prior written approval from B.
- (五) 基於平等互惠原則，乙方應協助甲方 ❶ 遴選表現優良之同學前往實習、❷ 協助甲方辦理校園徵才、❸ 提供校內相關設備，配合辦理各項研習活動。

Based on the principles of fairness and mutual benefit, B shall assist A in:

- 1) selecting outstanding students to participate in internship,
- 2) campus recruiting,
- 3) providing relevant facilities for holding workshops or any related activities.

#### 第八條 智慧財產權 Intellectual Property Rights

- (一) 本契約所產生之智慧財產權或技術成果由雙方共同持有。 All intellectual property rights and technological achievements created under this internship Agreement shall be possessed by both parties.
- (二) 本契約所獲致之成果於申請智慧財產權時，授權甲方負責辦理。 For any intellectual property rights created under this internship Agreement to file this application, the parties agree to authorize A to file the application.

#### 第九條 合約終止或解除 Termination or Rescission

甲乙雙方應立即將對方交付之所有文件資料、影本及手抄本返還，並不得自行或提供非合約當事人使用上述文件。 In case of or termination or rescission of this Agreement, both A and B shall immediately return all related documents, copies and hand-written copies to the other party; the abovementioned materials shall not be used by either party or other people not involved in this Agreement.

第十條 違約責任 Breach Liability

任一方違反本契約之約定，除本契約另有約定外，經他方限期催告仍未改善者，他方得以書面終止或解除本契約並請求損害賠償。 If either party breaches this Agreement, except otherwise set out in this Agreement, and fails to improve within the specific time after being asked, the other party may terminate or rescind this Agreement in writing and request compensation.

第十一條 管轄暨補充規定 Jurisdiction and Supplements

本約未盡事宜，經雙方同意後得以書面協議補充之，或依中華民國法律之相關規定辦理；如有爭執時，應以台灣士林地方法院為第一審管轄法院。 Any matters not covered in this Agreement may be agreed upon by both parties by putting into writing Agreement, or shall be dealt with in accordance with the relevant regulations of laws of the Republic of China. In case of any dispute or controversy that arises, the parties hereby submit and consent to the jurisdiction of Shih-Lin District Court.

第十二條 契約收執 Custody

本契約書正本壹式兩份，甲乙雙方各執壹份為憑。 There shall be two original copies of this Agreement, and each party shall retain one copy.

立約人

甲 方：XXXXXXXXXXXXXXXXXXXXXXXXXXXX

乙 方：銘傳大學

代表人：XXXXXXXXXXXXXXXXXXXXXXXXXXXX

代表人：沈佩蒂

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統一編號：XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Party A:

Party B: Ming Chuan University

Representative:

Representative: Shen, Pei-Di

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