



校外實習合約書

立合約書人 _____ (以下簡稱甲方)
國立高雄餐旅大學 (以下簡稱乙方) 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，由甲方聘任乙方學生為正式員工(具僱傭關係)，經雙方協議訂定條款如下，乙方實習生名單詳如實習分發名冊。

一、甲方之職責：

- (一) 參與校外實習課程規劃，提供學生相關實務訓練，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。
- (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、相關職業安全衛生措施之規劃及勞工相關權益之說明。
- (三) 接受乙方定期實地訪視，並與乙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。
- (四) 非學校簽訂之實習合作館別，不得分派學生前往實習。
- (五) 依教育部規定應告知工會校外實習人才培育事宜及人數。

二、乙方之職責：

- (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。
- (二) 依系科發展及專業核心能力妥善規劃校外實習課程。
- (三) 乙方負責進行甲方實習機構工作環境安全性及實習權益之評估。
- (四) 乙方應指派實習輔導老師，定期赴甲方進行實地訪視及輔導，瞭解學生學習適應狀況及甲方依實習合約執行之情形，並與甲方共同輔導學生。

三、實習期間：自民國 _____ 年 _____ 月 _____ 日起至民國 _____ 年 _____ 月 _____ 日。

四、實習場所：

- (一) 乙方學生實習地點詳如實習分發名冊。
- (二) 甲方非經乙方學生同意，不得任意調動實習地點。

五、每日實習時間：甲方對學生之實習時間應依勞動相關法令之規定辦理。

- (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八小時，每週不超過四十小時。
- (二) 甲方非經乙方學生同意不得任意延長實習時間或於休息日、休假日工作；境外生不得延長實習時間，且不得於午後十時至翌晨六時之時間內進行。

六、實習薪資及相關福利事項：甲方應依法支付乙方學生薪資，其有關薪資計算基準及其他相關福利項目如下：

- (一) 薪資：每月給付 _____ 元，不得低於當年度基本工資規定。甲方提供之工資應全額予學生，並以金融機構轉存方式直接匯入學生帳戶。甲方不得預扣乙方學生薪資作為違約金或賠償費用。
- (二) 福利：
 1. 宿舍：☐無 ☐免費提供 ☐付費提供，每月 _____ 元。

2. 伙食：☐無 ☐免費提供 ☐付費提供，每餐 元。
3. 交通車/交通津貼：☐無 ☐免費提供 ☐付費提供，每月 元
- ☐交通津貼，每月 元。

(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、性別工作平等法及勞工請假規則等相關勞動法令之規定辦理。

七、保險及退休金：乙方學生於實習期間，甲方應依相關法規為乙方學生辦理勞工保險、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。

八、實習不適應之輔導轉換方式：

實習生於實習期間不適應，應由甲乙雙方共同輔導，如經評估或實習生反映仍不適應，甲乙雙方得議定提前終止該學生之實習，並由乙方協助安排實習生轉銜至其他實習機構或修習其他替代課程。

九、實習爭議協調及處理方式：

(一) 爭議處理協調之單位應為甲方及乙方各系實習輔導小組。

(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。

十、實習成績評核及實習證明發給：甲、乙雙方應依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。

十一、契約生效、終止及解除：

(一) 本契約書自簽署完成之日起生效。

(二) 雙方應約訂契約終止及解除條件；如甲方嚴重損害學生權益，乙方得要求終止或解除合約，並依法向甲方提出損害賠償。

十二、甲乙雙方就本契約有爭執，並進行司法救濟，雙方合意以臺灣高雄地方法院為第一審管轄法院。

十三、本契約未盡事宜，依專科以上學校產學合作實施辦法、勞動基準法、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。

十四、本合約書一式二份，甲、乙雙方各執乙份存照。

立合約書人

甲 方：_____

代表人：_____

地 址：_____

統一編號：_____

乙 方：國立高雄餐旅大學

校 長：_____

地 址：812 高雄市小港區松和路 1 號

統一編號：77495542

中華民國_____年_____月_____日

Off-Campus Internship Agreement

This Agreement is entered into by and between:

_____ (hereinafter referred to as Party A)
National Kaohsiung University of Hospitality and Tourism (hereinafter referred to as Party B)

Pursuant to the “Implementation Regulations Governing Industry-Academia Collaboration for Junior Colleges and Institutions of Higher Education”, the “Labor Standards Act”, and other applicable labor laws and regulations, this off-campus internship shall be conducted in the form of an employment-based internship. Party A shall employ Party B’s students as regular employees (thereby establishing an employment relationship). The terms and conditions are agreed upon by both parties as follows. The list of interns from Party B shall be as specified in the internship assignment roster.

1. Responsibilities of Party A:

- (1) Party A shall participate in the planning of the off-campus internship curriculum, provide students with relevant practical training, and arrange internship unit assignments and internship schedules in order to conduct various practical skills training and cultivate professional talent.
- (2) Party A shall be responsible for providing students with safety orientation prior to the internship, installing safety protection equipment at the internship site, planning relevant occupational safety and health measures, and explaining matters related to labor rights and interests.
- (3) Party A shall accept periodic on-site visits conducted by Party B and, together with the designated faculty advisor appointed by Party B, jointly provide guidance to students and participate in the evaluation of internship performance.
- (4) Students shall not be assigned to internship sites that are not formally contracted internship partner units approved by Party B.
- (5) In accordance with the regulations of the Ministry of Education, the relevant labor union shall be notified of matters concerning the cultivation of off-campus internship talent and the number of participating interns.

2. Responsibilities of Party B:

- (1) In accordance with Article 6 of the “Regulations governing industry–academia cooperation implemented by schools at the junior-college level and above”, Party B shall establish off-campus internship committees at various levels and shall be responsible for matters related to the off-campus internship system.
- (2) Party B shall properly plan off-campus internship courses in alignment with departmental development and core professional competencies.
- (3) Party B shall be responsible for evaluating the environmental safety of Party A’s internship facilities and the protection of interns’ rights and interests.
- (4) Party B shall appoint internship faculty advisors to conduct regular on-site visits and



provide guidance at Party A's facilities, to understand students' learning adaptation and Party A's performance in implementing this Agreement, and to jointly supervise and guide students together with Party A.

3. Internship Period: The internship period shall commence on _____ and end on _____.
4. Internship Location:
 - (1) The internship locations for Party B's students shall be as specified in the Internship Placement Roster.
 - (2) Party A shall not change or reassign the internship location without the prior consent of Party B's students.
5. Daily Internship Hours: Party A shall arrange the internship hours of students in accordance with applicable labor laws and regulations.
 - (1) Regular daily internship hours and rest periods: The regular internship hours shall not exceed eight (8) hours per day and forty (40) hours per week.
 - (2) Party A shall not extend internship hours or require students to work on rest days or other holidays without the prior consent of Party B's students. International students shall not have their internship hours extended and shall not engage in internship activities between 10:00 p.m. and 6:00 a.m. of the following day.
6. Internship Remuneration and Related Benefits: Party A shall pay remuneration to Party B's students in accordance with the law. The standards for remuneration calculation and other related benefits are as follows:
 - (1) Salary: A monthly salary of NT\$ _____ shall be paid, which shall not be lower than the statutory minimum wage for the relevant year. Wages provided by Party A shall be paid in full to the students and directly remitted to the students' bank accounts through financial institutions. Party A shall not make deductions from the students' wages as penalties for breach of contract or as compensation.
 - (2) Benefits:
 1. Accommodation: ☐ Not provided ☐ Provided free of charge
☐ Provided for a fee of NT\$ _____ per month
 2. Meals: ☐ Not provided ☐ Provided free of charge
☐ Provided for a fee of NT\$ _____ per meal
 3. Transportation / Transportation Allowance: ☐ Not provided ☐ Transportation provided free of charge ☐ Transportation provided for a fee of NT\$ _____ per month ☐ Transportation allowance of NT\$ _____ per month
 - (3) Other labor rights and interests: Matters concerning rest periods, leave, regular days off, rest days, and leave-taking shall be handled in accordance with the Labor Standards Act, the Gender Equality in Employment Act, the Regulations of Leave-Taking by Workers, and other relevant labor laws and regulations.
7. Insurance and Pension Contributions: During the internship period, Party A shall, in accordance



with applicable laws and regulations, enroll Party B's students in Labor Insurance, Occupational Accident Insurance, Employment Insurance, National Health Insurance, and shall make contributions to the Labor Pension Fund, and pay the required insurance premiums as stipulated.

8. Guidance and Transfer Arrangements in Cases of Internship Maladaptation:

If an intern experiences difficulty adapting during the internship period, Party A and Party B shall jointly provide guidance and assistance. If, after evaluation or upon the intern's report, the intern is still deemed unable to adapt, Party A and Party B may mutually agree to terminate the internship for the student prior to its scheduled completion. Party B shall then assist the student in transferring to another internship organization or in enrolling in alternative substitute courses.

9. Coordination and Handling of Internship Disputes:

- (1) The units responsible for coordinating and handling disputes shall be the internship guidance groups of Party A and the relevant departments of Party B.
- (2) Relevant personnel shall be convened during the dispute resolution process, and labor law experts or scholars may be invited to participate as necessary.

10. Internship Performance Evaluation and Issuance of Internship Certification: Party A and Party B shall jointly evaluate the student's internship performance and internship report in accordance with the standards prescribed in the internship course plan. Students who achieve a passing evaluation shall be awarded the corresponding academic credits. A written internship certificate may be issued as deemed necessary based on actual circumstances.

11. Effectiveness, Termination, and Rescission of the Agreement:

- (1) This Agreement shall take effect from the date of completion of execution by both Parties.
- (2) The Parties shall agree upon the conditions for termination and rescission of this Agreement. In the event that Party A seriously infringes upon the rights and interests of students, Party B may require termination or rescission of this Agreement and may claim damages from Party A in accordance with applicable laws.

12. In the event of any dispute arising from this Agreement that requires judicial relief, the Parties agree that the Taiwan Kaohsiung District Court shall be the court of first instance with jurisdiction.

13. Any matters not stipulated herein shall be governed by the Implementation Regulations Governing Industry-Academia Collaboration for Junior Colleges and Institutions of Higher Education, the Labor Standards Act, the Labor Insurance Act, the Labor Occupational Accident Insurance and Protection Act, the Employment Insurance Act, the Labor Pension Act, and other applicable laws and regulations.

14. This Agreement is executed in two (2) counterparts, each Party hereto retaining one (1) original for record and reference.



NATIONAL KAOHSIUNG UNIVERSITY
OF HOSPITALITY AND TOURISM
國立高雄餐旅大學

Internship Organization Code:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

Party A:

Authorized Representative:

Address:

Business ID Number:

Party B: National Kaohsiung University of Hospitality and Tourism

President:

Address: No. 1, Songhe Road, Xiaogang District, Kaohsiung City 812, Taiwan

Business ID Number: 77495542

Date: