**中華醫事科技大學學生校外實習合約書**

實習機構(Company)： 中文 （以下簡稱甲方)

英文  (Party A)

立合約書人：學校單位(School) ：中華醫事科技大學 （以下簡稱乙方）

(Among)  Chung Hwa University Of Medical Technology (Party B)

實習學生(Student) ： 中文 (如附件1\_) （以下簡稱丙方）

英文 (As attachment 1\_)  (Party C)

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，三方協議訂定下列事項，共同遵循。

*Based on the training of professionals, we will jointly promote the principle of reciprocity of internship cooperation teaching and practical training. The tripartite agreement sets the following matters and follows them together.*

* + 1. **實習合作職掌(Duties of Internship Cooperation)：**

甲方管理部門：參與課程規劃、實習職務分配、報到、訓練及協助輔導實習學生之生活言行。

*Party A’s administration department: Participate in the planning of the program, assignment of internship duties, reporting and training procedures and assistance and guidance of interns’ lives, statements and conducts.*

乙方：承辦學生實習有關業務、課程規劃及聯繫，各系專業教師負責指導學生校外實習。

*Party B: Handle activities, program planning and contacts related to student internship. Specialized teachers in each department are responsible for directing students to their internships.*

丙方：在實習期間內，其工作時間依甲方之安排，惟不得違反相關規定，丙方在受訓時間必須遵守甲方之指導與監督，並愛惜甲方之財物及商譽。

*Party C: Follow Party A’s arrangements about working hours during the internship period, provided that they are not in breach. Party C shall comply with Party A rules and follow its direction and supervision during the training period and shall duly maintain Party A’s properties and goodwill.*

* + 1. **實習課程(Semester-based Off-Campus Internship)：**

|  |  |  |  |
| --- | --- | --- | --- |
| 系別/學制  (Department/School System) | 班級/年級  ( Class/grade) | 課程名稱  ( Program ) | 學分數  ( Academic Score) |
| 系別/學制  Department/School System | 班級/年級  Class/grade | 課程名稱  Program | 學分 |

實習課程規劃如附件2 (Major Course Sequence As Attachment 2)

* + 1. **實習期間及工作環境與內容(Internship Period, Environment and Scope of Work)**

1. 實習期間：108年XX月XX日至109年XX月XX日止。

星期三:8:00-17:00 (12:00-13:00 休息)

星期四:8:00-17:00 (12:00-13:00 休息)

星期五:8:00-12:00

*The internship period is from 09 September, 2019 to 11 January, 2020.*

*Wednesday: 8:00-17:00 (12:00-13:00 rest)*

*Thursday: 8:00-17:00 (12:00-13:00 rest)*

*Friday: 8:00-12:00*

1. 實習時數：每週 XX 小時。

*Internship time: XX hours per week.*

1. 實習地點:

*Internship Location:*

1. 由甲方視公司需要規劃安排與實習生所學相關之課程，進行之實習工作以不影響學生健康及安全的工作環境為原則。

*Party A will plan and arrange internship work based on the company’s needs and the interns’ studies, in a work environment that does not jeopardize the student’s health and safety in principle.*

1. 甲方所安排之實習內容應依相關法律規定，不得要求學生協助從事危險、違法行為。甲方如有違反，乙方得逕行終止本合約，丙方與甲方勞動關係亦告終止。

*The internship arranged by Party A shall be consistent with applicable laws. The student shall not be asked to assist with or engage in any dangerous or illegal act. Party B may terminate this agreement forthwith in case of any breach by Party A, upon which the employment relationship between Party C and Party A shall also terminate.*

1. 甲方應確保實習工作內容與工時依個別實習計畫執行。如有調整實習內容，應徵得乙方之同意，同時副知丙方**。**

*Party A shall ensure that the scope of work and the work hours of the internship shall be consistent with the individual internship plan. If it is necessary to change the scope or work hours of the internship, it shall acquire Party B’s consent and a notice shall be given to Party C.*

1. 合作機構(甲方)應依性騷擾防治法、性別工作平等法及性別平等教育法對學生(丙方)具有保護義務，確保實習環境之安全。學生(丙方)實習期間遭受性侵害、性騷擾、性霸凌、爰向學校(乙方) 、合作機構(甲方)申訴時，學校(乙方) 、合作機構(甲方)應依法採取立即有效之糾正及補救措施。

*The partner institution (Party A) shall have a protection obligation for students (Party C) in accordance with the Sexual Harassment Prevention Law, the Gender Work Equality Law and the Gender Equality Education Law to ensure the safety of the internship environment.* *When a student (Party C) is subjected to sexual assault, sexual harassment, sexual bullying, squatting to the school (Party B), or the partner institution (Party A) during the internship, the school (Party B) and the partner institution (Party A) shall take immediate and effective action according to law. Corrective and remedial measures.*

1. 學生(丙方)實習期間遭受性侵害、性騷擾、性霸凌時，合作機構(甲方)應立即通知學校(乙方) ，使學校(乙方)得依校安維護通報系統向主管機關通報。

*When a student (Party C) suffers sexual assault, sexual harassment or sexual bullying during the internship, the partner institution (Party A) shall immediately notify the school (Party B) so that*

*the school (Party B) can notify the competent authority according to the school security maintenance notification system.*

1. 實習訓練期間，如有發生性侵害、性騷擾、性霸凌之情事時，經審查後，學校(乙方)以性別平等教育法提請調查時，得請合作機構(甲方)推派代表參與調查會，若由合作機構(甲方)依性別工作平等法進行調查時，亦需邀請學校(乙方)代表共同參與調查。

*During the training period, if there is sexual assault, sexual harassment or sexual bullying, after the examination, the school (Party B) will ask the partner institution (Party A) to send representatives to participate in the investigation.If the cooperative institution (Party A) conducts an investigation according to the Gender Equality Law, it is also necessary to invite representatives of the school (Party B) to participate in the investigation.*

* + 1. **實習報到(Commencement of Internship)：**

1. 甲方於學生報到時，應即提供安全衛生之實習內容及場所進行職前安全講習，並派專人指導。

*Upon commencement, Party A shall immediately provide a scope of internship that is consistent with safety and health requirements and a location for pre-job safety workshop, with guidance from dedicated personnel.*

1. 乙方於實習前一週通知丙方，應按時報到並確實遵守實習機構之職場規範。

*Party B shall give one-week prior notice to Party C about the commencement of the internship and the duty to comply with the workplace regulations of the employer.*

* + 1. **實習薪資或津貼(Internship Salary or Allowance)：**

□無薪資，

□No salary will be provided/tidak ada gaji yang akan diberikan.

□有津貼：以 時/月 薪計，每 時/月 給付新台幣 元。(須依政府核定基本工資或相關法規調整，惟平均每周實習時數不足20小時者，實習津貼得以實際出勤依比例計算發放。)

□ *Allowance will be provided on hr./m. pay. NT$ will be paid per month. (Subject to change based on minimum wage approved by the government or applicable laws)。*

* + 1. **膳宿(Meals and Lodging)：**

1.是否提供伙食：□是，說明：自付每餐XX元、□否。

*Whether meals are provided:* □ *Yes, NT$ XX per meal at the student’s cost □ No.*

2.是否提供住宿：□是，說明： 、□否。

*Whether lodging is provided: □Yes: 、□No.*

* + 1. **保險(Insurance)**

1.實習生報到時，甲方依需要另外辦理 □勞保、□健保、□意外險、□其他:\_\_\_\_\_\_\_。

*Upon commencement of the internship, Party A can additionally arrange as needed □Labor insurance* □*Health insurance □Accident insurance □Others: .*

2. 實習生在校外實習課程期間，乙方應為每位學生投保「大專院校校外實習學生團體保險」。

*Students during the off-campus internship, Party B shall insure each student the "College Student Internship Student Group Insurance"*

* + 1. **實習學生輔導(Assistance to Student):**

1. 甲方實習單位應安排專業實務工作，訂定學習主題及教育訓練計畫，並指派專人指導，培訓專業實務技能。

*Party A’s internship unit shall arrange professional practical tasks, establish a learning theme and educational training program, assign dedicated staff to provide guidance and training professional practice skills.*

1. 實習期間丙方均由乙方專業老師: 及甲方實習單位主管: 擔任指導老師，共同規劃校外實習工作內容並督導實務實習內容及進行技能指導、工作態度、生活與心理輔導，做為學生工作學習之依據。

*During the internship period, the specialized teachers (Part B)*:  *and the executive of the internship unit (Part A)*: *shall serve as his/her advisors (Part C) to plan the scope of internship tasks together and to supervise the practical work of internship, providing technical guidance, guidance about work attitude and personal and psychological counseling, serving as the basis for the student’s work and learning.*

1. 實習期間乙方一學期安排兩次輔導老師赴甲方訪視實習學生，負責校外實習輔導、溝通、聯繫工作。

*During the internship period, Party B shall arrange twice a semester visits by school advisors to the student at Party A’s premises, who are responsible for guidance, communication and contact for the field internship.*

1. 合作機構(甲方)認為學生(丙方)實習表現不良者，由學校(乙方)校外實習負責單位依學校規定處理。

*The partner institution (Party A) believes that the student (C Party) internship performance is not handled by the school (Party B) off-campus internship unit in accordance with the school regulations.*

1. 學生表現或適應欠佳時，由甲方知會乙方學生所屬系所輔導處理，經輔導未改善者轉介其他實習單位或提前終止契約。

*If the student’s performance or adaptation is unsatisfactory, Party A shall give notice to the Party B’s department/school of for assistance and handling. If the situation is not improved following assistance, the student will be transferred to another internship unit.*

1. 欲提前終止學生(丙方)之實習，應至少於10日前向另一方之聯絡人提出及告知。

*If you want to terminate the internship of the student (Party C) in advance, you should submit it to the contact person of the other party at least 10 days before.*

1. 學生(丙方)於實習期間表現不佳者，依學校(乙方)校規處置。若有不當行為且情節重大者，將送交學校(乙方)之學生校外實習委員會處理。

*Students (Party C) who perform poorly during the internship shall be disposed of in accordance with the school (Party B) regulations. If there is any misconduct and the circumstances are serious, it will be sent to the off-campus internship committee of the school (Party B).*

1. 學生(丙方)於校外實習期間，不得無故缺席。

*Students (Party C) shall not be absent without reason during their internship.*

1. 實習若產生爭議，如未獲改善，學生(丙方)得依據實習辦法規定提出申訴。

*If there is a dispute in the internship, if it is not improved, the student (Party C) may file a complaint in accordance with the internship rules.*

* + 1. **實習考核(Performance Review)**

1. 實習期間由乙方輔導老師及甲方主管共同評核實習成績及工作態度表現。

*During the internship period, Party B’s school advisors and Party A’s executive shall review the result of internship, work attitude and performance together.*

1. 實習結束後丙方須繳交「學生校外實習成果報告書」供甲方和乙方系所審查，經評核成績合格者授予學分。

*Upon completion of the internship, a Student Field Internship Report shall be submitted to the department (Part A) /school (Part B) for review (Part C). Credits will be granted if the student passes the evaluation.*

1. 學生(丙方)表現或適應欠佳時，轉銜後學生(丙方)成績由前、後實習企業考核分數依時數加權平均之。

*When the performance of students (Party C) is poor or adaptable, the scores of the students after the transfer (Party C) will be weighted and averaged by the time of the previous and subsequent internships.*

1. 其他約定事項-相關輔導(含轉銜)機制、成效考核制度、爭議處理、替代方案依學校(乙方)相關法規辦理。

*Other agreed matters - related counseling (including transfer) mechanism, effectiveness evaluation system, dispute handling, and alternatives are handled in accordance with the relevant regulations of the school (Party B).*

1. 甲、乙雙方不定期協調檢討實習各項措施，期使校外實習更臻完善。

*Party A and Party B shall coordinate and review internship measures from time to time to further improve field internship.*

* + 1. **實習糾紛或爭議處理 (Intern dispute or dispute resolution)**

1. 丙方與甲方發生實習糾紛事件，應即通知乙方實習輔導教師或實習組、校安中心等單位，依本校實習爭議處理流程辦理。

*If there is an internship dispute between Party C and Party A, shall be notified to the Party B internship tutor or internship group, school security center and other units, and shall be handled according to the internship dispute handling process of the school.*

1. 產生爭議，應由學校(乙方)與合作機構(甲方)共同商議爭議改善方案，如未獲改善，學校(乙方)需招開校外實習委員會針對爭議進行協商與處理。

*In case of dispute, the school (Party B) and the partner institution (Party A) shall jointly discuss the dispute improvement plan. If it is not improved, the school (Party B) shall invite the off-campus internship committee to negotiate and deal with the dispute.*

1. 合作機構(甲方)及學生(丙方)應依決議進行調整及改善，如有任一方不同意決議結果，則有學校(乙方)協助學生(丙方)申請轉換實習機構或終止實習。

*The partner institution (Party A) and the student (Party C) shall make adjustments and improvements according to the resolution. If either party disagrees with the outcome of the resolution, then the school (Party B) assists the student (Party C) to apply for the conversion of the internship institution or terminate the internship.*

1. 合作機構(甲方)明確違反合約書或相關法令之規定，協助學生(丙方)採取相關法律途徑。

*If the partner institution (Party A) clearly violates the provisions of the contract or relevant laws, regulations and assists the students (Party C) to adopt relevant legal channels.*

1. 合作機構(甲方)不得給予差別對待或其他不利之處分。

*The partner institution (Party A) shall not give discriminatory treatment or other disadvantages.*

1. 甲、乙、丙三方同意因履行本合約書所發生之一切爭議時，應以臺南地方法院為第一審管轄法院。

*Party A, Party B and Party C shall agree to use the Tainan District Court as the court of first instance for all disputes arising from the performance of this contract.*

* + 1. **附則(Miscellaneous)**

1. 為顧及甲方之業務機密，丙方實習學生及乙方輔導老師因參加本校外實習課程合作所知悉甲方之業務機密，除徵得甲方同意外，無論於實習期間或實習終了，均不得洩漏與任何第3人或自行加以使用，亦不得將實習內容揭露、轉述或公開發表。

*In order to maintain Party A’s business secrets, none of Party A’s business secrets learned by Party B’s interns and advisors (Part C) due to their participation in this internship program shall be disclosed to any third party or used for their own purpose without Party A’s consent whether during the internship or at the end of the internship. The details of the internship shall also be kept without disclosure, referral or publication.*

1. 本合約所有相關附件均視為合約之一部分，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。

*All relevant attachments to this agreement are integral parts hereof and have identical effect as its terms and conditions. Any matter about internship cooperation that is not fully stipulated may be further established following negotiation by the three parties as required.*

1. 本合約書之準據法為中華民國法，合約書未盡周詳之處，均以中華民國法令為準則。

This agreement is governed by the applicable laws of the Republic of China. Anything that is not fully stipulated in the agreement shall be governed by the legislations of the Republic of China.

1. 相關輔導機制、成效考核制度、爭議處理、替代方案或其他權利義務，若有未盡周詳之處，將依學校(乙方)相關法規辦理。

*Relevant counseling mechanisms, effectiveness appraisal systems, dispute resolution, alternatives or other rights and obligations, if there are unsatisfactory details, will be handled in accordance with the relevant regulations of the school (Party B).*

1. 本合約是由中文與英文寫成。如發生衝突時以中文版文為準。

*This Contract is written in Chinese and English language. The Chinese version shall take the precedence in case of conflict.*

* + 1. **本合約書一式三份，由甲、乙、丙三方簽署後各執乙份存照。**

*This agreement is made in triplicate. Each of the three parties shall hold one copy in custody after signatures by all.*

**立合約書人(Among)：**

甲　方(Party A)：

代表人(Representative)：

地　址(Address)：

統一編號(Uniform numbers)：

乙　方(Party B)：中華醫事科技大學

校 長(Representative)： 曾信超

地　址(Address)： 台南市仁德區文華ㄧ街89號

統一編號(Uniform numbers)：73502022

丙方(Party C)：

地址(Address)：台南市仁德區文華ㄧ街89號

居留證號(ARC numbers)：

轉譯見證人/ Translating Witnesses：

西 元 20XX 年 XX 月 XX 日

**附件1(Attachment 1)**

**實習學生資料(Intern Students Information)**

**ＯＯ**系別/學制 (**ＯＯ**Department/School System)

班級/年級 (Class/grade)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 學號  (Student ID No.) | 中英文姓名  (Chinese And English Name) | 性別  (Gender) | 生日  ( Birthday ) | 居留證號  ( ARC No.) | 緊急連絡人及電話  ( Emergency Contact And Phone No.) |
|  |  |  |  |  |  |

**附件2 (Attachment 2)**

**實習課程規劃 (Course Sequence of Internship)**

**ＯＯ系國際學生產學合作專班實習課程規劃表-ＯＯ公司**

**(ＯＯ Deparment Course Sequence Chart of Internship – ＯＯ company**

**★學期實習課程規劃（Course Sequence of Internship by Semesters）：**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 課程名稱 | 學期實習課程規範(**Course Sequence of Internship)** | | | | | |
| 專業實習 | 企業實習一 | 企業實習二 | 企業實習三 | 企業實習四 | 企業實習五 | 企業實習六 |
| 科目名稱 |  |  |  |  |  |  |
| 課程內容 |  |  |  |  |  |  |
| 部門規劃 |  |  |  |  |  |  |
| 課程時間  （共27月） | 4.5個月 | 4.5個月 | 4.5個月 | 4.5個月 | 4.5個月 | 4.5個月 |
| 課程學分  （共36學分） | 6學分 | 6學分 | 6學分 | 6學分 | 6學分 | 6學分 |
| 工廠實務  實習時數 | 360小時 | 360小時 | 360小時 | 360小時 | 360小時 | 360小時 |

校外實習:企業實習一 階段計畫內容

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 期間 | 實習訓練主題 | 實習目標 | 實施步驟 | 部門 | 地點 |
| 第一階段 |  |  |  |  |  |
| 第二階段 |  |  |  |  |  |
| 第三階段 |  |  |  |  |  |
| 第四階段 |  |  |  |  |  |

|  |  |
| --- | --- |
| 核心能力  Core Competence |  |
| 實習課程主題  Internship Theme | 企業實習一: 企業倫理與文化Corporate ethics and culture |
| 企業實習一: 企業倫理與文化  Internship 1 : Corporate Ethics and Culture | * 實習年度:第二學年(上學期)   Internship year: second year (last semester)   * 實習期間:108年09月09日-109年01月10日   Internship period: September 09, 2019 - January 10, 2020   * 實習教學目標:Teaching objectives：  1. 瞭解公司環境   Understand the company environment   1. 認識職場倫理與企業科技與資訊應用   Understanding workplace ethics and corporate technology and information applications   1. 認識性別平等概念   Understanding the concept of gender equality   1. 認識公司內外部規範   Understand the internal and external standards of the company   * 學期成績評量:  |  |  | | --- | --- | | 評量項目Assessment project |  | | 敬業精神（如主動積極性、守紀服從性、責任感、儀表等）  Professionalism (such as initiative, obedience, responsibility, instrumentation, etc.) | 30 | | 學習態度（如進取心、是否虛心求教等）  Learning attitude (such as enterprising, humbly asking for advice, etc.) | 25 | | 工作能力(如工作效率、創意思考力、願意接段挑戰程度、合作能力、專業能力等)  Work ability (such as work efficiency, creative thinking, willingness to challenge, cooperation, professional ability, etc.) | 20 | | 適應能力(如人際關係、合群程度等)  Adaptability (such as interpersonal relationship, degree of association, etc.) | 15 | | 出勤狀況  Attendance status | 10 | | 總分  Total | 100 | |
| 實習主題對應能力  Corresponding Ability | |  |  | | --- | --- | | 實習主題  Internship Theme | 對應能力Corresponding ability | | 企業實習一  Internship 1 | 具備正確的工作價值觀、強化職場適應能力、具備正確的道德觀、瞭解企業科技與資訊的應用、實地演練  Have correct working values, strengthen workplace adaptability, have a correct moral outlook, understand the application of corporate technology and information, and conduct on the ground. | |

企業實習一 課程規範

|  |  |
| --- | --- |
| 主題&實習教學目標  Theme and Practice Goal | 企業倫理與文化Corporate Ethics and Culture  1. 瞭解公司環境Understand the company environment  2. 認識職場倫理與企業科技與資訊應用Recognize workplace ethics and corporate technology and information applications  3. 認識性別平等概念Understanding the concept of gender equality  4. 認識公司內外部規範Understand the company's internal and external regulations |
| 教材Teaching Material | 員工手冊、公司網站Employee handbook, company website |
| 教授課程內容訂定  Teaching Content | 1. 實習前讓學生參訪工廠環境及作業流程   Allow students to visit the factory environment and work process before the internship   1. 邀請公司主管參與課程討論與規劃   Invite company executives to participate in course discussions and planning |
| 課程實施流程  Course Implementation Process | 1. 學生分7組，參觀工廠內不同部門之工作環境   Students are divided into 9 groups to visit the working environment of different departments in the factory.   1. 請各部門主管安排學生依照流程至工作站實地練習與操作   Ask the heads of departments to arrange for students to practice and operate on the workstation according to the process. |
| 報告與評量  Report and Assessment | 報告–學期結束前，需撰寫學習成果報告  Report- A study outcome report is required before the end of the semester  評量–評量項目包含:敬業精神(30%)、學習態度(25%)、工作能力(20%)、適應能力(15%)、出勤狀況(10%)  Assessment- Professionalism (30%), Learning attitude (25%), Work ability (20%), Adaptability (15%), Attendance (10%) |