

嘉藥學校財團法人嘉南藥理大學學生校外實習合約書

Chia Nan University of Pharmacy and Science Student Internship Agreement

立合約書人

甲方：嘉藥學校財團法人嘉南藥理大學 (以下簡稱甲方)

乙方： (以下簡稱乙方)

This document establishes an agreement between Chia Nan University of Pharmacy and Science (hereinafter referred to as “A”) and _____ (hereinafter referred to as “B”)

茲為甲方分派學生至乙方修習校外實習課程，雙方基於培訓實用專業人才，共同推展實習合作教學與實務訓練之互惠原則，協議訂定下列事項，共同遵循下列條款：

By the agreement herein, A undertakes to assign students to the premises of B for practical training. On the basis of training practical professionals, the parties jointly propose the cooperative teaching and practical training in the internship program. The parties hereby undertake to abide by the following conditions:

一、實習期間：自民國○○○年○○月○○日起至○○○年○○月○○日止甲方共計有學生○○名至乙方實習(實習名單與學習時數等相關資料詳如附件)。

1. The period of the internship will start on / / and end on / / , a total of _____ days (_____ hours). A total of _____ students will participate in the internship with B (name list is attached).

二、實習合作職掌：

(一) 甲方應承辦學生實習有關業務及聯繫乙方，並由系上選派實習輔導教師，負責前往乙方訪視、指導及評量學生校外實習。

(二) 乙方應指派人員負責工作聯繫、分配、報到、訓練及輔導學生實習。

2. Duties of Cooperation in the Internship Program:

(1) A should be responsible for the internship affairs and the related contact with B.

Additionally, each department should designate internship advisors to visit students at internship host organizations, offer guidance, and evaluate performance of student interns.

(2) B should designate staffs to be responsible for the work contact, distribution, registration, training, and the counseling with student interns.

三、保險：甲方已辦理學生團體保險(含意外醫療險)。

乙方為學生投保：健保：有 無；勞保：有 無；勞退：有 無；
意外險：有 無

3. Insurance:

(1) A has to be eligible for the coverage of student group insurance, including casualty and health insurance.

(2) B takes out insurance for interns as follows:

(A) Health insurance: supplied not supplied

(B) Labor insurance: supplied not supplied

(C) Retirement fund: supplied not supplied

(D) Accident insurance: supplied not supplied

四、乙方提供之薪酬及福利：

- (一) 薪酬：1. 無任何補貼
2. 月薪(基本薪資以上)_____元/月
3. 時薪(基本薪資以上)_____元/時
4. 津貼_____元/次(月)
5. 獎勵學金_____元/次(月)
- (二) 交通： 不提供 提供：
- (三) 膳宿：伙食 不提供 提供；住宿 不提供 提供

4. B offers student interns the following remuneration and welfare payments:

(1) Remuneration:

- (A) No Payment
(B) Monthly salary (higher than the basic wage) of NT\$ _____ per month
(C) Hourly rate (higher than the basic wage) of NT\$ _____ per hour
(D) Allowance of NT\$_____ per time.
(E) Scholarship of NT\$_____ per time.

(2) Transportation expenses: Yes No

(3) Board and lodging expenses:

- (A) board expenses: Yes No
(B) lodging expenses: Yes No

五、實習學生輔導：

- (一) 學生實習計畫擬定：針對實習學生之學業能力及程度，甲乙雙方應會同擬訂實習計畫書，包含但不限於實習學習內容及實習成效考核與回饋，經甲方學生及乙方簽核後，乙方應按實習計畫各階段實習主題和項目，安排甲方學生進行實務操作安排及訓練，實習結束後，甲乙雙方應共同考評學生實習成效。(附學生校外實習計畫書)
- (二) 甲方學生於乙方所提供之場所實習，應遵守乙方管理規則，接受乙方人員之指導，並切實注意維護安全及業務上保密。乙方於學生報到時，應即給予職前安全衛生訓練，並派專人指導。
- (三) 本合約實習內容應以學生所學相關事務為核心主軸，並不得令實習生從事危險、違法之實習活動或從事無關專業能力表現之事情。乙方如有違反，甲方得逕行終止本合約，甲方學生與乙方勞動關係亦告終止。
- (四) 甲方之學生如因工作表現不符乙方之要求，或甲方之學生無法適應乙方之工作要求，雙方同意應先知會另一方，並經輔導了解後始進行終止或解除本合約，雙方均不得要求損害賠償。甲方輔導教師應填報「學生校外實習異動申請表」，經乙方簽署後作為解約依據。
- (五) 實習期間每位學生應由甲方專業教師及乙方指派人員共同擔任實習輔導教師，督導實習工作內容及進行技能指導工作。甲方輔導教師應在實習期間內訪視實習學生，並負責校外實習輔導、溝通及聯繫工作；乙方應協同配合甲方完成前述之工作。

5. The counseling with student interns:

(1) Formulation of student internship programs: Both parties should jointly formulate student internship programs, not limited to the learning contents, learning achievements, evaluation and responses. In wake of the agreement approval between student interns from A and B, the latter should guide student interns on the practical training based on the student internship programs. After the internship, both parties should jointly evaluate the learning achievements of student interns (The student internship programs should be attached.).

(2) Students from A who engage in internships on the premises of B are required to respect B's management regulations, accept direction and guidance from B's staff, and pay strict attention to the maintenance of safety and corporate confidentiality. After student interns' registration, B should conduct the pre-service training of safety and health management. The designated staff at B should be accountable for the guidance on the related training affairs.

(3) This internship agreement is mainly concerned with students' internship affairs. Students are strictly prohibited from performing the dangerous activities or duties which are irrelevant with students' expertise. If B breaches this internship agreement, A immediately terminates the agreement, including the labor relations between student interns from A and B.

(4) If the performance of any student from A does not meet B's requirements, or a student from A is unable to adapt to the demands of the internship position, the relevant party should first notify the other party and mutually engage in the counseling with student interns, after which the internship should be terminated within one week. In this situation, neither party will be entitled to demand compensation. The internship advisor from A should supply *Off-campus Internship Change Application Form*, after which the internship agreement is terminated when B approves to cancel the agreement.

(5) For the period of the internship, professional teachers from A and the specially-designated staff from B take charges of internship advisors for students interns, directing the internship affairs and technical guidance. Internship advisors from A should visit student interns and coordinate off-campus internship affairs with B within the period of the internship. B agrees to satisfy the agreement with A.

六、休假及請假：甲方實習學生上班時間與補休方式依乙方之人事規定及勞動基準法等相關法令辦理。

6. Leave request: The working hours and ways of compensation leave of student interns from A should be in tune with personnel regulations of B and Labor Standards Act.

七、實習爭議及緊急事故處理：實習期間發生實習糾紛、爭議或緊急事故時，甲乙雙方應協商共同解決，雙方同意依甲方訂立之處理流程機制處理。

7. Disputes of Internship Affairs and Management of Emergencies: For the period of the internship, both parties should resolve the internship disputes and emergencies through negotiation. Additionally, both parties agree with the mechanisms of processing disputes by A to manage the internship disputes and emergencies.

八、甲方學生於乙方實習期間，如有從事學習關係以外之勞務提供或工作事實或薪資給付者，則甲方學生與乙方間另外成立僱傭關係，乙方應依中華民國勞動基準法及勞動法令相關規定辦理，並確保甲方實習生應有權益及投保勞工與健康保險。

8. For the period of the internship, the employment relationship should be established between both parties if the student interns engage in the paid labor service or jobs at B. B should ensure student interns the entitlement and the coverage of labor and health insurance based on the

Labor Standards Act by Republic of China.

九、本合約書壹式貳份，由甲方執乙份、乙方執乙份為憑。有未盡事宜，得經甲乙雙方同意修訂之，修訂原則如下：

- (一) 雙方在本合約中所有之權利及義務，非經另一方事前書面同意，不得轉讓予任何第三人。
- (二) 本合約之增刪或修改，非經雙方另行以書面協議之方式為之，不生效力。
- (三) 本合約及其附件構成雙方完整之合意。任何於本合約生效前經雙方協議而未記載於本合約或其附件之事項，對雙方均無拘束力。

9. Two copies will be made of this agreement. One copy will be retained by A, and the other by B as evidence. Other miscellaneous items uncovered in this agreement will be negotiated by both parties. The principles of revision are outlined as follows:

- (1) All of the rights and obligations in this agreement are prohibited from transferring to the third party without the prior written consent of either A or B.
- (2) The revision of this agreement is ineffective without the written negotiations between both parties.
- (3) The mutually negotiated provisions and the appendices in this agreement lose the binding effects unless the agreement is in operation.

十、因本合約所產生之任何糾紛，應由雙方依中華民國法律之規定，秉持誠信原則商議解決。如商議不成，雙方合意專屬以台灣台南地方法院為第一管轄法院。

10. The disputes in this agreement should be mutually negotiated in the honorable manner. Any litigation arising from this agreement shall be submitted to the jurisdiction of Taiwan Tainan District Court in the first instance.

立合約書人

甲方：嘉藥學校財團法人嘉南藥理大學

校長：陳銘田

地址：71710 台南市仁德區二仁路一段 60 號

電話：(06)2664911

乙方：

統一編號：

負責人：

地址：

電話：

中華民國○○○年○○月○○日

Signatories to the Agreement

Party A: Chia Nan University of Pharmacy and Science

President: Ming-Tyan Chen

Address: No.60, Sec. 1, Erren Rd., Rende Dist., Tainan City 71710, Taiwan (R.O.C.)

Telephone: 00-886-6-2664911

Party B: _____

Representative: _____

Address: _____

Telephone: _____

Date: _____(yyyy/mm/dd)

○○○系、所實習生名單

Student Intern Name List, Department of _____

實習單位：

Internship Provider: _____

課程名稱： 學分數： 必選修：

Course Title: _____ Credits: _____ Course Type: Required Elective

學制：日間部四技/日間部二技/進修部四技/進修部二技/進修學院二技

(學制不同請將名單分開製作)

Division

four-year technical degree – day

two year technical degree – day

four year technical degree – evening

two year technical degree – evening

(Please use separate forms for students from different divisions.)

實習期間： 年 月 日至 年 月 日，共計 天。

Period of Internship: / / to / / , _____ days/

實習時數：共計 小時

序	班級	姓名	聯絡電話	實習薪資備註
1				<input type="checkbox"/> 無任何補貼 <input type="checkbox"/> 月薪 <input type="checkbox"/> 時薪 <input type="checkbox"/> 津貼 <input type="checkbox"/> 獎勵學金
2				<input type="checkbox"/> 無任何補貼 <input type="checkbox"/> 月薪 <input type="checkbox"/> 時薪 <input type="checkbox"/> 津貼 <input type="checkbox"/> 獎勵學金
3				<input type="checkbox"/> 無任何補貼 <input type="checkbox"/> 月薪 <input type="checkbox"/> 時薪 <input type="checkbox"/> 津貼 <input type="checkbox"/> 獎勵學金
4				<input type="checkbox"/> 無任何補貼 <input type="checkbox"/> 月薪 <input type="checkbox"/> 時薪 <input type="checkbox"/> 津貼 <input type="checkbox"/> 獎勵學金
5				<input type="checkbox"/> 無任何補貼 <input type="checkbox"/> 月薪 <input type="checkbox"/> 時薪 <input type="checkbox"/> 津貼 <input type="checkbox"/> 獎勵學金

註：實習學生名單請依學制不同分開列冊。

註：「實習薪資備註」欄位，支領方式不同才須於備註中註明。

Duration of Internship: _____ hours

No.	Class	Name	Telephone	Form of Remuneration
1				<input type="checkbox"/> unpaid <input type="checkbox"/> monthly <input type="checkbox"/> hourly <input type="checkbox"/> allowance <input type="checkbox"/> scholarship
2				<input type="checkbox"/> unpaid <input type="checkbox"/> monthly <input type="checkbox"/> hourly <input type="checkbox"/> allowance <input type="checkbox"/> scholarship
3				<input type="checkbox"/> unpaid <input type="checkbox"/> monthly <input type="checkbox"/> hourly <input type="checkbox"/> allowance <input type="checkbox"/> scholarship
4				<input type="checkbox"/> unpaid <input type="checkbox"/> monthly <input type="checkbox"/> hourly <input type="checkbox"/> allowance <input type="checkbox"/> scholarship
5				<input type="checkbox"/> unpaid <input type="checkbox"/> monthly <input type="checkbox"/> hourly <input type="checkbox"/> allowance <input type="checkbox"/> scholarship

Note: Please use separate forms for students from different divisions.

Note: “Form of Remuneration” section need only be completed if there are differences between students in the form of remuneration.

嘉南藥理大學_____系校外實習計畫書
 (Off-campus Internship Plan, Department of _____, Chia
 Nan University of Pharmacy & Science)

第一部分：基本資料 (Section A: Personal Information)				
實習學生 (Student intern)	學號 (Reg. Number)		姓名 (Name)	
	系別 班級 (Department, Class)		學校 輔導老師 (Internship advisor)	
	實習期間 (Period of Internship)	自 年 月 日 至 年 月 日 (from ____ Day ____ Month ____ Year to ____ Day ____ Month ____ Year)		
實習機構 (Internship Institution)	名稱 (Name)			
	部門 (Department)			
	機構 輔導老師 (Internship advisor)			
第二部分：實習學習內容 (Section B: Learning Contents of Internship)				
實習課程目標 (Goals of Internship Course)				
實習課程內涵 (Contents of Internship Course)	(含符合專業及職務所需之學習內容) (including the learning contents which are related to the expertise and the duty in need)			

各階段 (Stages of Internship)	期程規劃 (Progressive Schedule)	實習主題 (Themes of Internship)
1	年 月 日至 年 月 日 (from ____ Day ____ Month ____ Year to ____ Day ____ Month ____ Year)	
2	年 月 日至 年 月 日 (from ____ Day ____ Month ____ Year to ____ Day ____ Month ____ Year)	
3	年 月 日至 年 月 日 (from ____ Day ____ Month ____ Year to ____ Day ____ Month ____ Year)	
4	年 月 日至 年 月 日 (from ____ Day ____ Month ____ Year to ____ Day ____ Month ____ Year)	
5	年 月 日至 年 月 日 (from ____ Day ____ Month ____ Year to ____ Day ____ Month ____ Year)	
企業參與實習課程說明 (Description of Internship courses by corporates)	(可說明企業提供實習課程指導與資源、主要的實習活動及實習方式，例如:職前講習...) (Please outline the guidance on the internship course and related resources, major themes of internship and ways of internship (e.g. pre-service lecture))	

業界專家輔導實習課程規劃 (Planning of counseling internship courses by industry experts)	(可說明主要的輔導內容及輔導方式，例如：1、工作觀摩：2、專業訓練：...) (Please outline the main contents and ways of counseling (e.g. 1.observation of designated duties, 2. Professional training)
教師輔導實習課程規劃 (Planning of counseling internship courses by school teachers)	(可說明輔導老師輔導訪視實習課程進行之規劃) (Please outline the planning of visiting the internship courses.)
第三部分：實習成效考核與回饋 (Section C: The Evaluation of Internship Effects and Feedbacks)	
實習成效考核指標或項目 (The Effects of Internship)	(請各系依照學生個別的實習規劃，與實習機構共同訂定考核指標或項目) (Please evaluate students, performances based on the internship plans, indicators and items which are formulated with Internship Institution)
實習成效與教學評核方式 (The Effects of Internship and Teaching)	(請各系根據實習課程與規劃訂定) (Please outline the departmental regulations on the internship courses)
實習課後回饋規劃 (The planning of feedbacks on the internship program)	(需填寫學生對實習課程滿意度、廠商對實習學生及實習課程滿意度調查問卷) (Please supply the rates of satisfaction on the internship courses, the rates of satisfaction on students interns by the internship institution.)

審核意見 (Comments on Evaluation)		
實習學生及實習機構初審 (The Preliminary Review of Student Interns and Internship Institution)		校外實習委員會複審 (The Secondary Review by Committee of Off-Campus Internship)
請勾選 (Please tick.) <input type="checkbox"/> 同意 (Yes) <input type="checkbox"/> 不同意(No)_____	請勾選 (Please tick.) <input type="checkbox"/> 同意 (Yes) <input type="checkbox"/> 不同意(No)_____	請勾選 (Please tick.) <input type="checkbox"/> 同意 (Yes) <input type="checkbox"/> 不同意(No)_____
實習學生簽章： (Signature of Student Interns)	實習機構簽章： (Signature of Internship Institution)	系主任簽章： (Signature of Departmental Chairperson)