**National Pingtung University of Science and Technology**

1120612 4th ed.

**Off-Campus Internship Agreement**

**[Internship Type: Employment]**

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| --- | --- | --- |
| The Parties: | National Pingtung University of Science and Technology  | (hereafter referred as Party A) |
| Internship Institution | (hereafter referred as Party B) |
|  Student Intern  | (hereafter referred as Party C) |

In order to enhance students’ learning by integrating theory and practice, to cultivate their positive attitudes at work, and to increase their competitiveness in the job market, the three parties agree to launch an internship program subject to the terms and conditions set forth below to equip students with knowledge of industry in reality and workplace experience in advance.

I. Scope of Responsibilities

* 1. Party A (Department) agrees to be responsible for the arrangements related to students’ internships and programs of study, and for the coordination among participants. To fulfill these responsibilities, Party A also agrees to assign teachers from the students’ programs of study to provide guidance for their internships.
	2. Party B agrees to offer Party C an internship opportunity in accordance with the law and related regulations. Party B agrees to be responsible for the students’ work assignments to different areas related to their programs of study, and to offer students required training, job supervision and other necessary guidance for their internships.
	3. Party C must obey the field practice regulations and relevant rules of Party A and the practice rules of Party B. Party C is also expected to obey the attendance policy and all safety rules, follow workplace ethics and guidance, protect confidential business information as well as trade secrets, and keep in touch with a faculty internship advisor from the school.

II. Period of Agreement

* 1. From \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY) to \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY).

The contract automatically loses its effectiveness since the expiration of the internship.

(The internship period should be at least 18 weeks or an equivalent 720 hours or 4.5 months in a semester / 8 weeks or an equivalent 320 hours during summer vacations.)

* 1. The internship period shall be postponed or changed if necessary. Another internship period shall be jointly determined by Party A, Party B and Party C only if there are natural disasters, earthquakes, strikes at Party B’s workplace, wars, notifiable infectious diseases announced by the government, bans or measures of control implemented by the government, or other force majeure events.

III. Job Descriptions

* 1. In principle, internship scheduling shall not affect Party C’s health and the safety of the workplace.
	2. The content of the internship plan shall be in accordance with the attached “Off-Campus Internship Program Form.”

IV. Location of Internship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

V. Internship Time: The internship time must not exceed 8 hours per day and 40 hours per week.

VI. Internship Reporting

* 1. Party A should send the registration information of Party C to Party B and ensure its arrival two weeks before the internship begins.
	2. Party B should designate a professional to guide Party C and provide orientation training for occupational safety and health issues on the day of registration.

VII. Internship Benefits

* 1. Salary Payment: (The wage cannot be lower than the minimum wage most recently announced by the Ministry of Labor.)

□ A payment of NT$＿＿＿＿＿＿ each month

□ A payment of NT$＿＿＿＿＿＿ per hour

* 1. Working Overtime: If necessary, Party C may work overtime in accordance with the Labor Standards Act.
	2. The salary should be paid on a monthly basis and deposited to the account of Party C by way of a financial institution.

VIII. Accommodations & Transportation

* 1. Lodging: □ None □ Provided by Party B without charge

□ Provided by Party B with a charge from Party C for NT$ 　　　　 per month

* 1. Meals: □ None □ Provided by Party B without charge

□ Provided by Party B with a charge from Party C for NT$ 　　　　per month

* 1. Transportation: □ None □Provided by Party B without charge

□ Provided by Party B with a charge from Party C for NT$ 　　　　 per month

IX. Insurance and Accountability

* 1. Party B provides the salary. When Party C offers labor services and actually performs work in the workplace in addition to learning and training, an employment relationship governed by the Labor Standards Act exists between Party B and Party C. Once Party C reports for duty, Party B shall immediately insure labor insurance and national health insurance for Party C. Party B shall also contribute to Party C’s labor pension plan.
	2. During the internship period, if Party C experiences a physical injury due to an accident that occurs in the workplace or any other place designated by Party B (including Party C’s travel back and forth to work), Party B shall take the appropriate measures in accordance with the Labor Standards Act, Occupational Safety and Health Act, and related rules. If Party C experiences a financial loss as a result of Party B, Party B will be required to undertake the civil compensation responsibility.

X. Counseling

* 1. During the internship period, faculty advisor(s) from Party A should periodically visit the intern(s) at Party B. The advisor(s) is responsible for off-campus internship counseling, communication, and contact. Meanwhile, they should also know the duties, work scope, and physical and mental health adaptation of the interns so as to give advice on their jobs and help with difficulties they may have. Records made during the periodical visits should be kept for a reference.
	2. During the internship period, Party B should also assign an advisor to instruct Party C, provide appropriate care for Party C’s physical and mental health conditions, and provide Party C with internship information, such as practical skills, job training for the assigned duty, regulations and codes, operation guidelines, or other relevant learning materials.
	3. In the case that any of the duties assigned to an intern by Party B violate the law, the Agreement and the internship may be terminated automatically without giving prior notice to the Other Party. If a Party suffers reputational damage due to Party B’s illegal acts, Party B is liable to undertake the civil compensation responsibility that will not be affected even after the agreement ends.

XI. Evaluation and Leave of Absence

* 1. The evaluation will be conducted both by the advisor from Party A and the supervisor from Party B. Party B should notify Party A the evaluation result after the completion of the internship for the final grading of the semester. If there is an internship referral or termination, the assessment methods for the intern’s performance shall be determined by the department/institution from Party A.
	2. Off-campus internship is regarded as an academic credit course. The interns will be evaluated on their presentations and reports as well as their periodical meet-ups with supervising professors, learning reports, and attendance.
	3. Party B should report to Party A if Party C is performing poorly or is not adjusting to the environment. If no improvements are made after counseling, internship status may be revoked, and relevant arrangements will be made according to the regulations of the department to which Party C is affiliated.
	4. During the internship period, when needed, the interns should ask for leaves of absence from their site supervisor and also notify the advisor from Party A. Failure to complete the procedure is regarded as absenteeism. When Party B does not give clear regulations, the interns should abide by the Codes for Off-campus Internship and relevant regulations of Party A for taking a leave of absence.
	5. To improve the internship program, all three parties should meet to review all aspects of the cooperative education program when necessary.

XII. Confidentiality Agreement

Considering the commercial confidentiality of Party B, Party C and the faculty internship advisors from Party A, familiar with commercial confidentiality of Party B through participation in the internship program, are not permitted to reveal internship contents to the third party or utilize them without consent. The contents also cannot be revealed, transcribed, or published. Anything already known publicly or under Party B’s consent is not limited to this.

XIII. Mandatory Reporting

During the internship period, when Party C encounters family violence, self-harm, sexual assault, sexual harassment, sexual bullying, or differential treatment because of Party C’s gender or sexual orientation, Party A and Party B are legally obligated to report the above-mentioned conditions in accordance with relevant regulations.

XIV. Dispute Resolution

When any dispute cannot be settled by the mutual mediation between Party A and Party B, any one of the three parties may propose a resolution of the dispute in accordance with the Act for Settlement of Labor-Management Disputes or settle the dispute through the Civil Procedure.

XV. Supplementary Provisions

* 1. Appended documents: “Internship Institution’s Basic Information Form” and “Off-Campus Internship Program Form.”
	2. All relevant documents are considered to be part of this agreement and with the same legal effectiveness. Any matter not covered can be added if three parties of this agreement regard it as necessary and reach an agreement through negotiations.
	3. This agreement is reached based on the Civil Code of the Republic of China, Taiwan, the Labor Standards Act, related rules, etc. All the matters not specifically included in this agreement will be based on the laws and regulations of the R.O.C.
	4. If any legal action regarding the content of this agreement is taken, three parties agree that the trial court or the court of first instance will be the Pingtung District Court in Taiwan.

XVI. In accordance with “The Guidelines on Promotion of Labor Education” formulated by the Ministry of Labor, if Party B has a trade union, it shall inform the trade union of arrangements regarding talent cultivation of off-campus internship and the number of people.

XVII. The agreement shall come into force on the first day of internship and lose its validity upon the expiration of the internship or its termination. The agreement has the same form in triplicate. Party A, Party B, and Party C hold one copy separately for reference.

**Parties in Agreement**

Party A: National Pingtung University of Science and Technology

President: Chin-Lung Chang

Address: 1, Shuefu Road, Neipu, Pingtung 91201, Taiwan. (R.O.C.)

VAT Number: 91004103

Party B: (Internship Institution)

Owner: (Signature)

Business Registration Address:

VAT Number:

Part C: (Student Intern)

Student: (Signature)

ID NO. of the Student:

Residence Address:

Guardian: (Signature)

(I fully understand the contents of this agreement and consent to the student signature.)

Date: \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_ \_\_ \_\_ (MM/DD/YYYY)

Attachment

**Internship Institution’s Basic Information Form**

More information can be added if necessary.

|  |  |
| --- | --- |
| Name of Company |  |
| Owner |  | VAT Number(required) |  |
| Contact Person |  | Job Title |  |
| Contact Number | ( )  | Fax Number |  |
| Company Address | □□□ |
| E-mail |  |
| Company Profile |  |
| Annual Turnover |  | Number ofEmployees |  |
| Ways of Taking a (Compensatory) Leave |  |
| Other Information |  |

Attachment

**National Pingtung University of Science and Technology**

**Off-Campus (or Overseas) Internship Program**

**Application Form**

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| **Part I: Basic Information** |
| Student Intern | Student ID No. |  | Student’s Name |  |
| Department,Class |  | Advisor from the School |  |
| Course Title |  | Credits |  |
| Internship Period | From \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_ \_\_ \_\_ (MM/DD/YYYY)to \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_ \_\_ \_\_ (MM/DD/YYYY) |
| Internship Institution | Name |  |
| Department |  |
| Advisor from the Institution |  |
| **Part II: Learning Contents of Internship** |
| Objectives |  |
| Contents | **(Please design learning contents that include professional and occupational training.)** |
| Stages | Progressive Schedule | Themes |
| 1 | From \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY)to \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY) | Institutions provide student interns with safety training. |
| 2 | From \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY)to \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY) |  |
| 3 | From \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY)to \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY) |  |
| 4 | From \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY)to \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY) |  |
| 5 | From \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY)to \_ \_ / \_ \_ / \_ \_ \_ \_ (MM/DD/YYYY) |  |
| Description of Internship courses by institutions | (Please outline the guidance on the internship course and related resources, major themes of internship and ways of internship provided by internship institutions.) |
| Planning of counseling internship courses by industry experts | (Please outline the key ideas and methods of counseling such as work observation and professional training.) |
| Planning of counseling internship courses by school teachers | (Please outline the school teacher’s plan of consultation and visit to the internship program.) |
| **Part III: Performance Evaluation and Feedback of Internship** |
| Evaluation criteria or items for internship performance | (Each department is required to set evaluation criteria or items with internship institutions according to its student’s internship planning.) |
| Evaluation measures for internship performance and teaching | (Each department is required to set the measures according to its internship courses and plans.) |
| Feedback planning after internship |  |

Note: The Ministry of Education stipulates that the student internship plan should be reviewed, agreed, and signed by student interns and internship institutions. According to the off-campus internship regulations, this internship form is the attachment of the University’s off-campus internship agreement. Please attach the form in the process of obtaining the official seal on campus.

Internship Institution: (Signature of Internship Institution after Reviewing the Form)