

**Institution of Taiwan Tech Off-Campus Internship Agreement for the  
Academic Year of \_\_\_\_\_ (Employment Relationship Version)**

08/11/2022 Amended and passed by 27<sup>th</sup> Off-campus Internship Committee Meeting

This Agreement is entered into by and between the following parties with respect to their joint handling of matters in connection with off-campus internship and education:

(Collaborating entity ) \_\_\_\_\_ (hereinafter, "Party A)

(National Taiwan University of Science & Technology) \_\_\_\_\_ (hereinafter, "Party B")

Pursuant to the Regulations for the Implementation of Industry-Academic Cooperation at Institutions of Higher Education and the Labor Standards Act and related labor laws and regulations, Party A will employ Party B's student(s) as a formal employee(s) (under an employment relationship) in a work-type off-campus internship. The parties have agreed to the following terms and conditions:

**1. Duties and responsibilities of Party A:**

- (1) Participate in the planning of the off-campus internship program and, based on the individual internship plans of each (of the) student(s), provide the student(s) with relevant practical training. Arrange assignments to different departments and the working schedule for the intern(s) to conduct training in various practical skills.
- (2) Be responsible for the student(s)' pre-internship safety training, deployment and configuration of safety equipment at the internship venue, and the planning of relevant vocational safety and health measures.
- (3) If Party A has established a labor union, it shall inform the labor union of the employment of off-campus student-interns and the number of off-campus student interns
- (4) Receive regular on-site visits by internship counselors assigned by Party B to understand the students' adaptation process and situation, and Party A's implementation of the internship contract. The internship counselor and Party A are jointly responsible for counselling and guiding the student interns. .

## 2. Duties and responsibilities of Party B:

- (1) Establish an off-campus internship committee(s) at the relevant level(s) in accordance with Article 6 of the Regulations for the Implementation of Industry-Academic Cooperation at Institutions of Higher Education and be responsible for tasks related to off-campus internship mechanisms.
- (2) Properly plan the off-campus internship program based on departmental development and professional core competencies and formulate an Individual Student Internship Plan for the student before the internship.
- (3) Party B is responsible for assessing the safety of the work environment of Party A as internship-providing entity, and the rights and interests in connection with the internship.
- (4) Party B shall assign internship counselors to make regular site visits and conduct counseling at Party A to gain an understanding of how the student(s) are adapting to the internship and of Party A's implementation of the internship agreement. The internship counselor and Party A are jointly responsible for counselling and guiding the student interns.

**3. Internship period:** from \_\_\_\_\_ (dd/mm/yyyy) to \_\_\_\_\_ (dd/mm/yyyy)

## 4. Internship location:

- (1) Address: \_\_\_ Co. \_\_\_ Fl., No., \_\_\_ Rd./St. \_\_\_ Dist. \_\_\_ County/City
- (2) Party A may not change the location of the internship without having obtained the consent of Party B and the student(s).

**5. Daily internship hours:** The internship hours that Party A arranges for a student(s) shall comply with labor laws and regulations.

- (1) Daily regular internship hours and rest time: The regular internship hours may not exceed 8 hours per day and may not exceed 40 hours per week. From \_\_\_(hr/min) to \_\_\_(hr/min), the working hours are \_\_\_ hours per day.
- (2) Without having obtained the consent of Party B and Party B's student(s), Party A may not extend the working time or require the student(s) to work on a weekly rest day or holiday.

**6. Internship wages and related benefits:** Party A shall duly pay wages to Party B's student(s). The standards for calculation of the wages and other related benefits are as follows:

- (1) Wages:  \_\_\_ Taiwan dollars (TWD) will be paid per month.  
 Hourly paid wage: \_\_\_\_\_

The wages may not be lower than the basic (minimum) wage in the current fiscal year. The wage paid by Party A shall be paid in full to the student intern and shall be remitted directly into the student's account by means of transfer through a financial institution. Party A may not make any advance deduction from the wages of Party B's student as a penalty or compensation payment.

(2) Benefits

1. Dormitory accommodation: None Provided free of charge  
Provided at a charge of TWD\_\_\_ per month.
2. Meals: None Provided free of charge Provided at a charge of TWD\_\_\_ per meal.
3. Transportation provided / transportation subsidy: None Provided free of charge Provided at a charge of TWD \_\_\_ per month  Transportation allowance of TWD \_\_\_ per month.
4. Other benefits:

(3) Other labor rights and interests

Breaks, holidays, regular leave, and rest days shall be handled in compliance with the provisions of relevant labor laws and regulations including the Labor Standards Act, the Act of Gender Equality in Employment, and the Regulations of Leave-Taking of Workers.

**7. Insurance and retirement pension:** During the internship period, Party A shall handle the enrollment of Party B's student in Labor Insurance, Labor Occupational Accident Insurance, Employment Insurance and National Health Insurance, and make labor retirement fund payments, in accordance with applicable laws and regulations, and duly pay the insurance premiums. Party B shall enroll the student in off-campus internship group accident insurance and pay the insurance premiums.

**8. Counseling and transfer in case of problems:**

If an intern does not adapt well during the internship period, the parties shall jointly provide counseling. If according to Party B's evaluation or the intern's own assessment, the intern continues to be unable to adapt, Party B shall call for termination of the agreement, and arrangements shall be made for the intern to transfer to another internship entity or enroll in an study program as an alternative .

**9. Internship dispute resolution and handling:**

- (1) The parties agree that the following body shall coordinate the resolution of disputes: \_\_\_\_\_(The parties may agree

for disputes to be handled by an off-campus internship committee or an on-campus unit.)

- (2) Relevant personnel shall be invited to participate in the dispute-handling process. If necessary, labor-related legal experts and scholars may be invited to attend meetings.

**10. Internship performance assessment and issuance of internship**

**certificates:** Both parties shall jointly evaluate the student's internship performance and the content of the internship report according to the standards set by the student's internship plan or internship program plan, and award credits to those who pass the evaluation and issue a written certificate of internship as needed.

**11. Effectiveness, termination, and rescission of the Agreement:**

- (1) This Agreement will take effect from the date it is signed.
- (2) The parties shall stipulate the conditions for termination and rescission of this Agreement. If Party A seriously injures rights or interests of a student, Party B may demand the termination or rescission of the Agreement, and may duly claim damages from Party A.

12. In the event any dispute arises between Parties A and B out of or in connection with this Agreement, and judicial relief is pursued, the Parties mutually agree to the venue and jurisdiction of the Taiwan Taipei District Court in the first instance.

13. Any matters not fully provided for in this Agreement shall be governed by the provisions of relevant laws and regulations including the Regulations for the Implementation of Industry-Academic Cooperation at Institutions of Higher Education, the Labor Standards Act, the Labor Insurance Act, the Labor Occupational Accident Insurance and Protection Act, the Employment Insurance Act, and the Labor Pension Act.

14. This Agreement is made in duplicate originals, with one each to be kept by Party A and Party B.

This Agreement is made by and between:

Party A:

Responsible person:

Address:

Business administration number:

Party B: National Taiwan University of Science and Technology

President: Jia-Yush Yen

Address: No. 43, Section 4, Keelung Road, Daan District, Taipei City

Business administration number: 04126516

This \_\_\_\_ day of \_\_\_\_, 2023