**Tunghai University**

**Student Off-campus Internship Contract**

(Overseas Internship Version- Party A, B, C)

This Contract is made by and among the three following parties

  (Student name) (hereinafter referred to as Party A)

  (the internship institute) (hereinafter referred to as Party B);

Tunghai University (hereinafter referred to as Party C)

The three parties hereby enter into an agreement to abide by the following matters in order to cultivate professional talents and jointly promote cooperative internship education out of reciprocity.

Article 1 Internship Cooperation Responsibility:

(1) Party B shall provide and be in charge of the assignment, registration, training and counseling of intern students.

(2) Party C shall undertake the internship-related affairs and contact, and be responsible for counseling students.

Article 2 Internship Courses and Credits:

(1) Party C agrees to plan the internship course with three credits to encourage students to participate in.

(2) Name of the internship course: Internship Program / Sustainable Internship

Article 3 Internship Period:

(1) 🞎 Summer Internship 🞎 Fall Semester Internship

🞎 Winter Internship 🞎 Spring Semester Internship

from (yyyy/mm/dd) to (yyyy/mm/dd).

(2) Internship unit (department / division) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Article 4 Internship Hours:

1. The internship is \_\_\_\_\_\_ days per week, \_\_\_\_\_\_ hours per day.
2. The total hours during the internship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the minimum requirement is 180 hours; the maximum is 240 hours)

Article 5 Internship Location:

(1) To be designated by Party B.

(2) Address of internship location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Article 6 Job Description:

(1) The specific work content during the internship period shall be jointly determined by Party A, Party B and Party C according to the learning objectives.

(2) Party B shall arrange for the training of various professional knowledge and skills. The work content shall not endanger the health and safety of Party A, nor shall Party A be required to engage in any illegal acts. If there is any violation, Party A and Party B may directly terminate this Contract.

(3) Work content (please give a brief description): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Article 7 Internship Benefits

The salary is calculated and paid on a monthly basis in the sum of .

Article 8 Visa and Insurance:

(1) Party B shall issue relevant supporting documents to Party A to apply for a visa in accordance with the laws and regulations of the location of internship.

(2) Party B take on insurance. 🞎 No 🞎 Yes (\_\_\_\_\_\_\_\_\_)

(3) Party C is responsible for handling student safety insurance and overseas accident insurance.

Article 9 Meal and Accommodation:

(1) Accommodation: 🞎 No 🞎 Yes (\_\_\_\_\_\_\_\_\_)

(2) Meal: 🞎 No 🞎 Yes (\_\_\_\_\_\_\_\_\_)

Article 10 Internship Environment:

(1) Party B shall provide a working environment that does not affect the health and safety of Party A.

(2) Party B is responsible for the safety of the student at the internship site in using various equipment and measures.

(3) Party A shall comply with Party B’s management rules when using the premises provided by Party B for internship.

Article 11 Internship Counseling:

(1) Party B shall provide necessary training for the intern students during the internship period, and assign instructors with relevant expertise to provide professional guidance, training and life counseling for the students, and regularly assess their performance, attitude and attendance.

(2) During the internship period, Party C shall arrange for the internship supervisor to visit the intern student at Party B’s site and take the responsibility for counseling, assessment and communication.

(3) During the internship period, Party A shall be jointly supervised by Party C’s supervisor and Party B’s instructors.

Article 12: Cooperation Obligations:

(1) Party B shall not engage in the following acts during the internship period of Party A: requiring the intern student to pay any security deposit, excluding the intern student’s right to claim damages or limiting the compensation amount, training the intern student overtime, requiring the intern student to pay liquidated damages if the contract is terminated in advance, limiting the intern student's employment freedom after the termination of the intern contract, and other acts that improperly damage the rights of the intern student.

(2) During the internship period, Party B shall not give unfavorable differential treatment to the intern student and affect the student’s learning rights based on factors such as the student’s nationality, race, social class, language, ideology, religion, partisanship, hometown, place of birth, age, marriage, appearance, facial features, physical or mental abnormalities, gender and sexual orientation.

(3) During the internship period, Party B shall notify Party C when it becomes aware of any sexual harassment to Party A, and take effective corrective and remedial measures immediately.

Article 13 Internship Performance Assessment:

(1) During the internship period, Party B's instructor and Party C's supervisor shall jointly assess the effectiveness of the internship. Party B shall, before the end of the internship period, send the internship assessment results sheet to Party C to facilitate the assessment of the course learning performance.

(2) If Party A 's performance or adaptation is not good, Party B shall inform Party C and jointly counsel the student. However, if there is no improvement after the counseling, Party B may terminate the internship.

(3) Both Party B and Party C may review the details of internship from time to time to facilitate the internship cooperation.

Article 14 Leave Regulation:

The leave of Party A during the internship period shall be handled in accordance with the requirements of Party B and the relevant labor laws and regulations of the internship location. If Party B does not have specific requirements, Party C’s leave requirements shall be applied.

Article 15 Transfer Due to Inadaptation:

Party C’s supervisor and Party B’s instructor shall enhance the counseling service if Party A is unsuitable for the internship during the internship period. If the situation is not improved, Party C’s supervisor shall assist Party A in applying for and transferring to another internship institute or terminating the internship.

Article 16 Dispute Settlement:

(1) During the internship period, if Party A has a dispute with Party B, Party C's supervisor shall discuss the dispute improvement plan with Party B. If there is no improvement, Party C shall convene an off-campus internship committee meeting to negotiate and handle the dispute.

(2) Party A and Party B shall make adjustments and improvements according to the off-campus internship committee's resolution. If either party disagrees with the resolution, Party C's supervisor shall assist Party A in applying for a transfer to another internship institute or terminating the internship.

(3) If the dispute represents a clear violation of the contract or violation of related laws and regulations by Party B, the legal counsel of Party C shall provide legal counseling to assist Party A in submitting a coordination request or complaint to the competent authority, and resort to relevant legal channels according to laws.

(4) Party B shall not give discriminatory or unfavorable treatment to Party A due to the student's complaint or request for dispute settlement.

Article 17 Confidentiality Agreement:

To protect Party A's business secrets, Party A who are aware of Party B's business secrets or professional skills due to participation in this internship cooperation shall be subject to confidentiality obligations, and shall not disclose such information to any third party. The restriction above does not apply to information which is already public or the disclosure of which is approved by Party B.

Article 18 Supplementary Provisions:

(1) All attachments to this Contract are considered to be part of this Contract and have the same effect as the contract terms.

(2) This Contract is governed by the laws of the Republic of China (Taiwan). For matters not covered in the contract, the laws of the Republic of China (Taiwan) shall be applied for governance.

(3) When three parties are involved in a lawsuit due to the content of the Contract, the three parties agree to use the Taichung District Court of Taiwan as the jurisdiction court of first instance.

Article 19 This Contract shall come into force on the date of signing, and shall lose its validity upon the expiration of the internship period or its termination. If there are any matters uncovered, three parties may enter into separate agreements as required.

Article 20 This Contract is in tripartite, and each party holds a copy as evidence.

Attachments:

 

**Contract parties**

**Party A:** (Student’s name) sign and seal

Tel No.:

Address:

(It is required to prepare “Parental Consent Form for Student Off-campus Internship”).

**Party B:** (Company seal)

Representative: (Seal of the representative)

Job title:

Address:

Registration No.:

(Legal-person or profit-making business registration number)

**Party C: Tunghai University** (Seal of the University)

Representative: (Seal of the Principal)

Job title: Principal

Address: No. 1727, Section 4, Taiwan Ave., Xitun Dist., Taichung City, Taiwan

Unified Business No.: 52004800