Agreement on Off-Campus Internship for Tunghai University Students

Parties:

_____ (Student's name) (hereinafter referred to as "Party A");

_____ (Internship Provider) (hereinafter referred to as "Party B"); and

Tunghai University (hereinafter referred to as "Party C")

Given the mutual desire of both parties to train professionals and collaborate the principle of reciprocity for co-teaching and practical training, now, therefore, both parties hereby execute the Agreement upon the following terms and conditions:

Article I **Definition of Internship Types:**

The internship referred to herein consists of the general internship (also known as the learning-oriented internship), and task-oriented internship (also known as the industrial internship). The general off-campus internship refers to the pure learning training relationship between Party B and Party A (involving no employment relationship) established under the "Implementation Regulations Governing Collaboration of Junior Colleges and Institutions of Higher Education". While the task-oriented off-campus internship means that Party B hires Party C's student (namely, Party A) as a formal employee pursuant to the "Implementation Regulations Governing Collaboration of Industry and Junior Colleges and Institutions of Higher Education" and "Labor Standards Act" (involving the employment relationship).

Article II **Responsibilities of Party A:**

(I) To complete the "individual internship plan" prior to the internship and attend various practical competency training courses according to the plan.

(II) To attend the pre-internship briefing session about safety lectures, layout of safety protection equipment at the internship site and related occupational safety and health measures organized by Party B, before heading for the internship provider.

(III) Party A shall be co-supervised by Party C's internship counselor and Party B's internship advisor during the internship.

(IV) To complete the "Student Internship Feedback Questionnaire" at the end of the internship for discussion and improvement of

future internship courses.

Article III Responsibilities of Party B:

(I) To attend the off-campus internship course planning, provide the Student with related practical training in accordance with the individual internship plan. Meanwhile, arrange the assignment to the internship provider, internship and working hours to help various practical skill training courses to train talents.

(II) To be responsible for planning the safety lectures, the layout of safety protection equipment at the internship site and related occupational safety and health measures before the Student's attendance of the internship.

(III) To accept Party C's regular on-site visit, and provide the counseling service to the Student jointly with the dedicated counselor designated by Party C, and also attend the internship performance appraisal by completing the "Form of Performance Appraisal and Feedback by Business Counselor" before the end of the internship.

Article IV Responsibilities of Party C:

(I) To establish various off-campus internship committees in accordance with Article 6 of the Implementation Regulations Governing Collaboration of Industry and Junior Colleges and Institutions of Higher Education and take charge of tasks related to the off-campus internship mechanism.

(II) To plan the off-campus internship courses with care, subject to the relevant college's/department's development and professional competency, and set forth the "individual internship plan" for the Student before the internship and help Party A complete the plan.

(III) To be responsible for the evaluation of the environmental safety and the internship interest and right at the Internship Provider's premises.

(IV) Upon receipt of the Student's application for change in the internship during the internship, Party C shall intervene to verify and evaluate the circumstances, provide counseling services for improvement, and follow up on the Student's condition immediately, in accordance with "Article 13 of

Enforcement Rules of Regulations Governing Off-Campus Internship for Students of Tunghai University."

(V) To designate the internship counselor to pay the on-site visit and provide the counseling service at Party B's premises regularly, complete the "School Counselor's Visit and Performance Appraisal Form" to verify Party A's adaptation to the learning and performance of the Agreement, and jointly provide counseling services to Party A along with Party B.

Article V **Internship Period: From MM/DD/YY to MM/DD/YY**

Article VI **Daily internship hours:** To be specified subject to the internship type.

☐ **"Learning-oriented" internship:** Party B and Party C shall take into consideration the need for practical training and maintain personal physical and mental health. The daily internship hours are limited to 8 hours, with a weekly maximum of 40 hours. The internship shall not take place between 10:00 PM on the same day and 6:00 AM on the next day. (unless it is a part of the requirements for a professional exam or technician exam associated with the off-campus internship organized by the University): From ○○:○○ to ○○:○○, for a total of ○○ hour(s).

☐ **"Industrial" internship:** Party B shall arrange the Student's internship hours pursuant to the related labor laws.

(I) Daily routine internship hours and break time: The routine internship hours shall be limited to 8 hours per day and 40 hours per week. The daily internship time persists for ____ in total, from ○○:○○ to ○○:○○.

(II) Without prior consent from Party C and Party A, Party B shall not extend the internship time discretionarily or work on any holiday or day off.

Article VII **Internship Site:**

(I) Internship site: [Name of Company] (Address: [Company Address])

(II) Without prior consent from Party A and Party C, Party B shall not change the internship site discretionarily.

Article VIII **Internship Remuneration:** To be specified subject to the internship type

☐ **"Learning-oriented" internship:** ☐ No ☐ Scholarship/ ☐ Internship allowance, totaling [Amount of NT$]. The related internship remuneration (including scholarship or allowance) agreed by Party B shall be paid to the Student in full. Party B is not allowed to withhold any amount from Party A's remuneration as the liquidated damages or compensation.

☐ **"Industrial" internship salary:** [Amount of NT$] per month. No less than the base pay prescribed in the same year. The salary provided by Party B shall be paid to the Student in full. Party A is not allowed to withhold any amount from the salary paid by Party B as liquidated damages or compensation.

Article IX **Insurance:**

☐ **"Learning-oriented"** internship: Party C shall maintain the off-campus internship group insurance for Party A at its own expense.

☐ "Industrial" internship:

(I) On the date Party A starts, Party B shall maintain the labor insurance, labor occupational accident insurance, employment insurance, and national health insurance for Party A, and contribute the labor pension for Party A and pay the insurance premium as required.

(II) Party C shall maintain the off-campus internship group insurance for Party A at its own expense.

Article X **Welfare Policy:**

(I) Accommodation: ☐ No ☐ Provided without charge ☐ Provided with consideration, [Amount of NT$] per month.

(II) Meal: ☐ No ☐ Provided without charge ☐Provided with consideration, [Amount of NT$] per meal.

(III) Shuttle bus/transportation allowance: ☐ No ☐ Provided without charge ☐ Provided with consideration, [Amount of NT$] per month ☐ Transportation allowance, [Amount of NT$] per month.

Article XI Internship Environment:

(I) Party B shall provide a working environment that does not endanger Party A's health and safety.

(II) Party B shall ensure Party A's safety at the internship site, including proper safety equipment and measures.

(III) As Party A completes the internship via the internship site provided by Party B, Party A shall comply with Party B's management rules.

Article XII Performance Appraisal on Internship:

(I) During the internship, both Party B's advisor and Party C's counselor shall jointly assess the student's performance. Before the end of the internship, Party B shall provide Party C with the internship performance appraisal form to help verify the learning result.

(II) Where Party A has poor performance or adaptation, if Party A's performance or adaptation is unsatisfactory, Party B will inform Party C, and both parties will jointly provide counseling.

(III) Party B and Party C may periodically review the internship policies to enhance the collaboration.

Article XIII Referral of Intern with Maladaptation:

Where Party A experiences maladaptation during the internship, Party C's counselor and Party B's advisor shall provide Party A with the counseling service jointly. Where Party C finds from the assessment or if the Student reflects the maladaptation, Party C shall propose to terminate the Agreement and either arrange and transfer the Student to another internship provider to continue the internship or to replace the internship with another course. Party C's counselor shall assist Party A in applying for a transfer to another internship provider or termination of the internship.

Article XIV Settlement of Dispute:

(I) Where any dispute arises between Party A and Party B during the internship, Party C's counselor and Party B shall settle the dispute through negotiation at first. Where no agreement is reached between both parties, Party C may convene the off-campus internship committee meeting to settle the dispute through negotiation.

(II) Party A and Party B shall implement adjustments and

improvements based on the resolution of the off-campus internship committee meeting. Where either party disagrees with the resolution, Party C's counselor shall help Party A apply for the transfer to another internship provider or termination of the internship.

(III) Where the dispute arises from Party B's breach of the Agreement or related laws, Party C's legal advisor shall provide Party A with the legal advice to help Party A take the relevant legal action.

(IV) Party B shall not render any discriminative treatment or unfavorable decision upon Party A's initiation of any complaint or petition for settlement of dispute, if any.

Article XV Obligation to Cooperate

Party B shall collaborate with Party C to adhere to the "Regulations Governing Off-Campus Internship for Students of Tunghai University" and "Enforcement Rules of Regulations Governing Off-Campus Internship for Students of Tunghai University" established by Party C. The requirements of Party B provided under the Regulations and Enforcement Rules shall constitute a part of the Agreement. Party B shall agree to comply with and respond to the same. The amendments to the regulations, if any, shall be notified by Party C to Party B in writing.

Article XVI Non-Disclosure Agreement:

In consideration of Party B's business secrets, Party A is obligated to keep in confidence Party B's business secrets and know-how, also prohibited from disclosing the same to any third party, unless the same has already fallen in the public domain or the disclosure is subject to Party B's prior approval.

Article XVII Supplementary Provisions:

(I) Attachments: (i) Individual Internship Plan; (ii) Regulations Governing Off-Campus Internship for Students of Tunghai University; and (iii) Enforcement Rules of Regulations Governing Off-Campus Internship for Students of Tunghai University.

(II) All related attachments hereto shall constitute a part of the Agreement with the same binding effect.

(III) Party A, Party B and Party C agree that any legal action arising

from the Agreement shall submit to the jurisdiction of Taiwan Taichung District Court in the first instance.

Article XVIII Any matters not covered herein shall be governed by the Labor Standards Act, in the case of the "industrial" internship, other related laws and regulations, and the "learning-oriented" internship. These terms and conditions shall be in effect from the date of execution until the internship's expiration or the Agreement's termination by all parties.

Article XIX This Agreement is executed in triplicate, with each party retaining one copy.

Acknowledged and Agreed by

Party A (Student A)	(Student A) seal/signature
Party A (Student B)	(Student B) seal/signature
Party A (Student C)	(Student C) seal/signature

If the space provided in the form is not enough, please add the space on your own, and attach the individual internship plan. Please see Attachment 1 for the template.

Party B: (Company Seal)
Representative: (Responsible Person's Seal)
Job Title:
Address:
Tax Identification Number:
(or related profit-seeking business registration certificate and juristic person registration number)

Party C: Tunghai University (University Seal)
Representative: (President's Seal)
Job Title: President
Address: No. 1727, Sec. 4, Taiwan Boulevard, Xitun Dist., Taichung City
Tax Identification Number: 52004800