**Kaohsiung Medical University Student Internship Agreement (Employer-Employee Relationship; Template)**

 Kaohsiung Medical University (hereinafter referred to as “Party A”)

Agreement

drafted by

 (internship institution) (hereinafter referred to as “Party B”)

 (student intern) (hereinafter referred to as “Party C”)

To provide the student intern clinical teaching and enable him/her to conduct academic research, a work-type off-campus internship is offered in accordance with the “Implementation Measures for Industry-Academia Cooperation for Colleges and Institutes of Higher Education” and “Labor Standards Act.” Parties B and C hereby enter into this Agreement on an employer-employee relationship. Parties A, B, and C agree to comply with the following terms:

Article 1 Internship Content:

1. Party C’s department and grade level: (Department) (Grade level)
2. Name of the internship course: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; number of credits for this internship course: \_; and total number of internship hours: \_\_\_\_\_.
3. Internship location fee: \_\_\_\_\_\_\_\_\_\_ shall pay Party B NT$ \_\_\_\_\_\_\_\_\_\_ for the internship.
4. Internship project:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Article 2 Internship Location:

1. Internship unit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).
2. Party B may not change the internship unit and location without the consent of Parties A and C.

Article 3 Internship Period: The internship period provided by Party B to Party C shall be governed by related labor laws and regulations.

1. From (YYYY) (MM) (DD) to (YYYY) (MM) (DD). The daily internship hours shall not exceed 8 hours, and the weekly internship hours shall not exceed 40 hours. The daily internship hours is \_\_\_ hours and runs from : to : .
2. Party B may not extend the internship time or request that Party C work on his/her rest days or vacation days without the consent of Parties A and C.

Article 4 Responsibilities and Obligations of Parties A, B, and C:

1. Party A’s responsibilities and obligations:

1. Party A is responsible for appropriately planning an off-campus internship program based on the premise of departmental and student professional core competency development. Prior to the internship, Party A will draft an individual internship plan (hereinafter referred to as the “internship plan”) for Party C to assess the environmental safety of Party B’s internship locations and Party C’s internship rights.
2. Party A shall complete all internship teaching-related coordination for Party C one month prior to the internship, with teaching and assessments being the focus of the internship; and **organize pre-internship-related education activities**. Additionally, Party A must compile and submit to Party B a list of relevant information such as the number of students, their names, and their internship periods one month prior to Party C’s internship. Insurance: Party A shall purchase off-campus internship group accident insurance for Party C and pay the insurance premium.

2. Party B’s responsibilities and obligations:

1. According to the internship plan, Party B shall provide the internship locations and all necessary items needed by Party C to fulfill his/her internship duties. Additionally, Party B shall provide Party C relevant practical training, and arrange the internship units and periods for Party C to receive practical skills training. Furthermore, Party B shall plan safety seminars prior to Party C’s internship, and inform Party C about the safety protection equipment at the internship locations as well as related occupational health and safety measures.
2. To protect Party C’s learning rights and safety, Party B shall appoint individuals with related teaching experiences as the teaching/training program coordinators and assign relevant personnel to coach Party C. Party C may participate in Party B’s teaching activities and seminars.
3. If Party C’s internship environments are infectious or hazardous, Party B shall provide him/her with relevant education, training, and adaptive and protective measures, and be responsible for subsequent treatment and follow-ups.
4. Party B shall complete all internship teaching-related coordination with Party A one month prior to Party C’s internship, with teaching and assessments being the focus of the internship.
5. Once Party C completes the internship, Party B shall grade Party C and leave comments, and submit the grades and comments to Party A to serve as the basis for Party C’s assessment. For students who are interns in the second semester, Party B must submit the grades within one week after the internship and issue written internship certificates as needed.
6. During Party C’s internship, Party B shall protect him/her in accordance with relevant laws and regulations such as the Sexual Harassment Prevention Act, Gender Equality in Employment Act, and Gender Equity Education Act to ensure the safety of the internship environment.
7. In the event of suspected incidents such as sexual assault, sexual harassment, and sexual bullying during Party C’s internship, Party B shall take immediate and effective corrective and remedial measures in accordance with the law and shall immediately notify Party A; Party A shall then report the incidents to the competent authority through its campus security maintenance notification system. When Party A conducts an investigation in accordance with the Gender Equity Education Act, Party B shall send representatives to participate in the investigation meetings; if Party B conducts an investigation in accordance with the Gender Equality in Employment Act, it shall invite Party A to send representatives to participate in the investigation.
8. Insurance and pension: During the internship period, Party B shall pay Party C’s labor insurance premium, labor occupational accident insurance premium, employment insurance premium, national health insurance premium, and labor pension fund in accordance with relevant regulations.
9. **In accordance with the Labor Education Promotion Guidelines formulated by the Ministry of Labor, Party B shall inform the labor unions about the number of students involved with the off-campus internships and internship-related matters.**

3. Party C’s responsibilities and obligations:

1. Party C shall comply with Party B’s management regulations and internship norms for various positions, which shall be listed as annexes to this Agreement.
2. During the internship, Party C shall maintain neat attire, wear identification badges, follow the coaching provided by relevant personnel, and undergo regular assessments. Any misconduct, violations of regulations, or failure to follow instructions may result in disciplinary actions or internship grade deductions by Party B according to its regulations. In cases of serious misconduct/violations/failure to follow instructions, Party B may terminate the internship.
3. Regarding accommodation, meals, medical treatment, transportation, living safety maintenance, and other essential matters during the internship, unless otherwise agreed upon by both parties, Party C shall handle these matters on his/her own.
4. During the internship, if Party C intentionally or negligently damages Party B’s property or infringes on Party B’s rights, resulting in damages sustained by Party B, Party C shall bear the compensation responsibilities.
5. Party C may not disclose any business secrets or private patient information learned during the internship, and shall keep such secrets/information confidential. Party C is prohibited to take away the aforementioned secrets/information in any form (including paper, photocopies, and rewrites) from Party B’s premises or upload them to the cloud. Regardless of whether the internship location is explicitly or implicitly stated as Party B’s hospital, Party C is prohibited from publishing or distributing in any form (online and offline) related audiovisual materials that he/she learns during the internship. Any violations will be dealt with according to relevant laws. If Party B suffers any damages as a result, Party C shall bear the compensation responsibilities. Party C is not exempt from his/her confidentiality obligations upon completion or early termination of the internship.

Article 5 Internship remuneration and related benefits: Party B shall remunerate Party C in accordance with the law. Relevant remuneration calculation methods and other related benefits are described as follows:

1. Remuneration: monthly remuneration of NT$ . The remuneration may not be lower than basic wage of the respective year. The remuneration provided by Party B shall be fully disbursed and directly deposited into Party C’s bank account. Party B may not withhold Party C’s remuneration as fine for breach of agreement or compensation for damages.
2. Benefits:
3. Dormitory: □ None □ Provided for free □ Provided for a fee in the amount of NT$ \_\_\_\_\_ per month.
4. Meals: □ None □ Provided for free □ Provided for a fee in the amount of NT$ \_\_\_\_\_ per meal.
5. Car/transportation allowance: □ None □ Provided for free □ Provided for a fee in the amount of NT$ \_\_\_\_\_ per month; □ Transportation allowance in the amount of NT$ \_\_\_\_\_ per month.
6. Other benefits: .
7. Other labor rights and interests: For matters such as breaks, vacation leaves, regular days-off, rest days, and leaves, they shall be governed by relevant regulations such as the Labor Standards Act, Gender Equality in Employment Act, and Regulations of Leave-Taking of Workers.

Article 6 During the internship, Parties A and B must hold student internship review meetings regularly to discuss related internship matters. Party A shall also send an internship counselor to Party B’s internship location regularly to visit and provide coaching on-site in order to learn about Party C’s learning situations and Party B’s compliance with this Agreement. The counselor and Party B shall jointly coach the student.

Article 7 Party C shall not disclose to any third party any information learned from Party B that is deemed confidential without Party B’s consent. Party C’s personal data obtained by Party B shall only be used for purposes related to student internship and information security management, and shall not be used for any other purposes.

Article 8 Dispute Handling

1. In the event of coordination issues or disputes arising from the internship, Party A shall convene an internship committee review meeting. When deemed necessary, relevant personnel and labor law experts and scholars may be invited to attend the meeting.
2. For matters not covered in this Agreement, they shall be handled in accordance with relevant regulations such as the Implementation Measures for Industry-Academia Cooperation for Colleges and Institutes of Higher Education. Parties A, B, and C may propose amendments at any time, which shall take effect upon the written consents or signatures by the three parties.

Article 9 Agreement Validity, Termination, and Cancellation

1. This Agreement will take effect from the date of signature.
2. In the event of major disasters or epidemics, Party A, for safety reasons, may stop Party C from going to Party B’s internship location after notifying Party B. If the government declares school closure due to natural disasters, whether Party C will work on that day will be determined by whether the city/county government of Party B’s internship location declares school closure.
3. During the internship, Parties A and B shall jointly coach Party C. If the internship must be terminated because of reasons such as Party A determining that Party C is unfit for the internship or that Party C indicates so himself/herself, Party A shall notify Party B in writing to terminate the internship and arrange for Party C to be transferred to another internship institution or study an alternative course.
4. During the internship, if Party B severely harms the interests of Party C, Party A may request the termination or cancellation of this Agreement and seek damages from Party B in accordance with the law.

Article 10 For matters not covered in this Agreement, they shall be handled in accordance with relevant regulations such as the Implementation Measures for Industry-Academia Cooperation for Colleges and Institutes of Higher Education, Labor Standards Act, Labor Insurance Act, Labor Occupational Accident Insurance and Protection Act, Employment Insurance Act, and Labor Pension Act.

Article 11 In the event of a dispute over this Agreement where litigation is necessary, the Taiwan Kaohsiung District Court shall serve as the court of first instance to exercise jurisdiction.

Article 12 This Agreement is made in triplicate, with Parties A, B, and C each to hold one copy.

Agreement drafted by:

Party A: Kaohsiung Medical University

President:

Address: No. 100, Shih-Chuan 1st Rd., Sanmin Dist., Kaohsiung City, 807

Tel.: 07-3121101

Government Uniform Invoice number: 76001900

Party B:

Representative

Address:

Tel.:

Government Uniform Invoice number:

Party C (student’s name):

Address:

Tel.:

 (YYYY) (MM) (DD)