

新型專班產學合作合約書(合作企業對學生)

Academia-Industry Collaboration Contract for the INTENSE Program (Between Enterprise and Student)

新型專班

International Industrial Talents Education Special Program
(INTENSE Program)

企業提供專班學生生活津貼及產學獎助金合約書

Enterprise-Student Contract for Living Allowance and Academia-
Industry Scholarship for Program Students by the Partner Enterprise

台灣國際航電股份有限公司(以下簡稱甲方)與光電國際產業人才教育專班學生_____
(以下簡稱乙方),雙方同意訂立合約條款如下:

This Contract is made and entered into by and between GARMIN Corp., Ltd. (hereinafter referred to as "Party A") and [Student Name], a student of the International Industrial Talents Education Special Program (INTENSE Program) in Photonics (hereinafter referred to as "Party B"). Both parties hereby agree to the following terms and conditions:

第1條 (合約書條款依據)

本合約書依教育部「促進國際生來臺暨留臺—國際產業人才教育專班(新型專班)計畫」訂定。

Article 1 (Legal Basis)

This Contract is established in accordance with the Ministry of Education's "International Industrial Talents Education Special Program (INTENSE Program) for Promoting the International Student Recruitment and Retention Program in Taiwan".

第2條 甲方提供乙方下列項目:

☐ 企業全額補助型:另提供初次來臺行政費用及單次機票,核實報支,合計 元。

☐ 企業全額補助型:在學期間產學助學金,每學期新臺幣(以下同)____元,計____個月,計____學期,合計____元。

☒ 在學期間生活津貼,每個月新臺幣(以下同) 15,000 元,計 24 個月,計 4 學期,合計 360,000 元。

☐ 提供在學期間實習機會並給付實習津貼,計____個月,每個月____元。(需大於或等於當年度勞動部最低基本工資額度標準給付)

☒ 提供畢業後正式職缺(工作與薪資待遇、福利等勞動條件均與正式員工相同),計 2 年,起薪____元及其他相關福利(起薪需大於或等於當年度勞動部基本工資標準給付)。

Article 2 (Obligations of Party A)

Party A shall provide Party B with the following benefits:

☐ Full Enterprise Subsidy Type: Additional reimbursement for initial administrative expenses and a one-time airfare upon Party B's first arrival in Taiwan, based on verified receipts, totaling NT\$_____.

☐ Full Enterprise Subsidy Type: During the study period, Party B shall receive an academia-

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industry scholarship of NT\$ _____ per semester (hereinafter the same currency), for a total of _____ months and _____ semesters, amounting to NT\$ _____.

☒ During the study period, Party B shall receive a monthly living allowance of NT\$ 15,000 (hereinafter the same currency), for a total of 24 months and 4 semesters, amounting to NT\$ 360,000.

☐ Party A shall provide Party B with internship opportunities during the study period and pay an internship allowance of NT\$ _____ per month for a total of _____ months. The amount shall not be less than the minimum monthly wage prescribed by the Ministry of Labor for the year concerned.

☒ Party A shall provide Party B with a formal full-time employment position after graduation for a period of 2 years, with a starting salary of NT\$ _____ and other related benefits. The terms and conditions of employment, including salary, compensation, and benefits, shall be equivalent to those of Party A's regular employees. The starting salary shall not be less than the minimum wage set by the Ministry of Labor for the year concerned.

第3條 (乙方姓名、領取生活津貼起迄及金額)

_____就讀國立中山大學115學年度光電國際產業人才教育專班。
自 _____年 _____月起至 _____年 _____月止領取生活津貼每個月 15,000 元，計 24 月，計 4 學期，合計 360,000 元。惟如乙方為英文授課班級者，則自前述補助期間第2學年第2學期起(即自起始日起算第19個月後)，每年補助條件應視乙方就華語文能力測驗(TOCFL)之聽、讀2項是否已達 A2級(含)以上，並須通過國立中山大學與甲方審查成績與表現後，決定是否續予核給第2年第2學期生活津貼。尚未通過華語能力測驗者，第2學年第2學期即不得領取生活津貼。

Article 3 (Details of Party B's Program and Living Allowance Period)

Party B, [Name], is enrolled at National Sun Yat-sen University for the Academic Year 115, in the field of INTENSE Program in Photonics.

Party B shall receive a monthly living allowance of NT\$ 15,000 from [Month, Year] to [Month, Year], for a total of 24 months and 4 semesters, amounting to NT\$ 360,000. From the second semester of the second academic year onward (i.e., starting from the 19th month after the commencement date), if Party B is enrolled in an English-taught program, the eligibility for continued living allowance shall be subject to achieving at least TOCFL proficiency level A2 in both listening and reading, and to a satisfactory evaluation of academic performance and conduct jointly conducted by National Sun Yat-sen University and Party A. In the event that a student fails to pass the TOCFL proficiency test, he or she shall be ineligible to receive the living allowance from the second semester of the second academic year onward.

第4條 (乙方就業職場及期限)

乙方於畢業後，依據領取甲方之生活津貼年限，具有至甲方履行就業之義務(乙方履行就業義務期限最長不得超過2年)，且生活津貼領取期間與履行就業義務期間應符合比例原則，即領取甲方2年生活津貼者，具有至甲方履行就業義務2年。

Article 4 (Employment Obligation and Duration)

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Upon graduation, Party B shall be obligated to work for Party A for a period corresponding to the duration of the living allowance received from Party A, provided that the employment obligation period shall not exceed two (2) years. The period of employment obligation shall be proportional to the duration of the subsidy received; for example, if Party B receives a two-year living allowance from Party A, Party B shall fulfill a two-year employment obligation with Party A.

第5條 乙方有下列情形之一者，應終止領取生活津貼，並償還甲方提供之生活津貼。但死亡者、因重大疾病或意外事故辦理休學或不能繼續完成學業或工作，經衛生福利部新制醫院評鑑合格之教學醫院以上層級，開立認定無法繼續就學或就業證明者，或因事故致家庭巨變無法繼續就學或就業，經學校查證屬實並通報企業者，得免償還已受領之生活津貼或免履行就業義務：

一、就學期間因個人因素中途退出專班：如申請轉學、轉系、休學返國，經學校輔導後仍放棄繼續就讀專班、或經學校依學則退學、開除學籍等情形。

二、因辦理休學或不能繼續完成學業或工作，致喪失參與計畫之資格。

三、畢業後3個月內未至甲方就業。

乙方畢業後至甲方就業未滿受領年限者，應依其未就業之月數比例償還生活津貼；不滿一月者，以一月計。但甲方有勞動基準法第十一條第一項第一款至第四款或第十四條第一項規定情形之一者，乙方得免償還已受領之生活津貼。

Article 5 (Termination and Repayment)

Party B shall cease to receive the living allowance and shall refund the allowance already received from Party A under any of the following circumstances. However, Party B shall be exempted from repayment or employment obligations in cases of death, serious illness, or accidents resulting in suspension of study or inability to complete the program or employment, as certified by a teaching hospital or higher-level medical institution accredited by the Ministry of Health and Welfare; or in cases of major family incidents verified by the university and reported to Party A.

1. Withdrawal during the study period for personal reasons, such as transferring to another university or department, voluntarily suspending study and returning home, or being expelled or dismissed after counseling by the university.

2. Loss of eligibility under the Implementation Plan due to suspension of study or inability to complete the academic program or employment.

3. Failure to commence employment with Party A within three (3) months after graduation. If Party B works for Party A for less than the period corresponding to the duration of the living allowance received, repayment shall be made proportionally based on the number of unserved months (any partial month shall be counted as one full month). However, if Party A terminates the employment under any of the circumstances specified in Article 11, Paragraph 1, Subparagraphs 1 to 4, or Article 14, Paragraph 1 of the *Labor Standards Act*, Party B shall be exempted from refunding the living allowance received.

第6條 如有前條乙方應償還甲方所提供之生活津貼之情形，償還規則如下：

如有前條乙方應償還甲方所提供之生活津貼之情形，乙方應於甲方通知後30日內一次清償所有應償金額。

若乙方有困難者，得經雙方書面同意，分期償還，惟分期期限不得逾6個月。

乙方逾期未償還者，甲方得依法追償，並得請求自逾期日起至清償日止按年息5%計

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算利息。

Article 6 In the event that Party B is required to repay the living allowance provided by Party A as stipulated in the preceding Article, such repayment shall be made in accordance with the following provisions:

Party B shall make a full repayment of all amounts due within 30 days after receiving written notice from Party A.

If Party B encounters financial difficulty, repayment by installments may be permitted upon written contract by both parties; however, the installment period shall not exceed six (6) months.

Should Party B fail to complete repayment within the prescribed period, Party A reserves the right to seek recovery in accordance with applicable laws and to claim interest on the outstanding amount at an annual rate of five percent (5%) from the date of default until full repayment is made.

第7條 (勞動權益相關)

一、乙方畢業後履行就業義務，甲方應注意不得違反勞動法令。

二、乙方畢業後履行就業義務，甲方提供乙方之就業勞動條件（包含薪資待遇及福利等）應與其他正職員工相同，不得有因領取生活津貼等因素提供較低勞動條件。

三、甲方要求之服務年限，應注意符合勞動基準法最低服務條款之「必要性」（第15-1條第1項）與「合理性」（第15-1條第2項）。

Article 7 (Labor Rights and Related Provisions)

1. When Party B fulfills the employment obligation after graduation, Party A shall ensure full compliance with all applicable labor laws and regulations.
2. During Party B's employment under this obligation, the terms and conditions of employment provided by Party A—including salary, remuneration, and benefits—shall be identical to those of other full-time employees. Party A shall not provide less favorable conditions on the grounds that Party B has received a living allowance or any related subsidy.
3. The period of service required by Party A shall comply with the principles of necessity (Article 15-1, Paragraph 1) and reasonableness (Article 15-1, Paragraph 2) as stipulated in the *Labor Standards Act*.

第8條 (保證人之連帶責任)

本合約書簽訂前，乙方應覓妥連帶保證人並經甲方同意後，由乙方連同連帶保證人併與甲方簽約。連帶保證人對乙方依本合約書或因契約關係消滅後發生之償還義務，均負連帶清償責任。

於乙方履行本合約書所定全部義務前，如連帶保證人申請解除保證責任時，乙方應立即覓保更換，經甲方同意並重新簽約後，原連帶保證人始得解除保證責任。

Article 8 (Liability of the Joint Guarantor)

Prior to the execution of this Contract, Party B shall obtain a joint guarantor approved by Party A. Party B and the joint guarantor shall jointly execute this Contract with Party A. The joint guarantor shall bear joint and several liability for any repayment obligations of Party B arising under this Contract or subsequent to the termination of the contractual relationship.

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Before Party B has fully performed all obligations stipulated herein, if the joint guarantor applies to be released from the guarantee, Party B shall immediately secure a replacement guarantor, subject to Party A's approval and the execution of a new contract. Only upon completion of such replacement and execution shall the original guarantor be released from the guaranteed liability.

第9條 (送達)

除本合約書另有約定外，應送達予本合約書當事人之其他通知、文件或資料，均應以英文為主(中文為輔)書面為之，並於送達對方時發生效力。除於事前取得他方同意變更地址者外，雙方之地址應以下列為準：

一、甲方地址：新北市汐止區樟樹二路68號

二、乙方地址：

當事人之任一方未依前項規定辦理地址變更，他方按原址並依當時任一法定送達方式辦理時，視為業已送達對方。

Article 9 (Delivery)

Unless otherwise stipulated in this Contract, all notices, documents, or materials to be delivered to either party shall be made in writing in English (with Chinese as a supplementary language) and shall take effect upon receipt by the other party. Unless prior written consent for an address change has been obtained from the other party, the addresses of both parties shall be as follows:

1. Party A's Address: No. 68, Zhangshu 2nd Rd., Xizhi Dist., New Taipei City 22159, Taiwan (R.O.C.)
2. Party B's Address: _____

If either party fails to notify the other of any address change as required above, any notice or document sent to the last known address by any legally recognized means shall be deemed to have been duly delivered.

第10條 (管轄)

本合約書雙方應依誠信原則確實履行，如有民事涉訟，以甲方所在地所轄法院為管轄法院。

前項約定亦適用於本合約書之連帶保證人。

Article 10 (Jurisdiction)

Both parties shall perform their respective obligations under this Contract in good faith. In the event of any civil dispute arising out of or in connection with this Contract, the court having jurisdiction over the location of Party A shall have exclusive jurisdiction.

The foregoing provision shall also apply to the joint guarantor under this Contract.

第11條 (其他法令之適用與準用)

本合約書如有未盡事宜，需依相關法令辦理或由教育部召開會議處理之。

Article 11 (Application and Reference to Other Laws)

Any matters not expressly stipulated in this Contract shall be handled in accordance with the relevant laws and regulations, or as otherwise determined by resolutions adopted in meetings convened by the Ministry of Education.

第12條 (合約書份數)

本合約書一式四份，經雙方當事人簽章後生效，甲方收執一份、乙方及保證人各收

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執一份，學校列管存參一份。

Article 12 (Number of Copies and Effectiveness)

This Contract is executed in four (4) original copies. It shall become effective upon signatures and seals by both parties. Party A shall retain one copy, while Party B and the joint guarantor shall each retain one copy. An additional copy shall be submitted to the university for recordkeeping purposes.

第13條 本合約書中文與英文不一致時，以中文版本為準。

Article 13 In the event of any discrepancy between the Chinese and English versions of this Contract, the Chinese version shall prevail.

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立合約書人：

Executed by:

甲方(企業)：台灣國際航電股份有限公司

代表人：高民環

地址：新北市汐止區樟樹二路68號

電話：+886-2-26428999

Party A (Company): GARMIN Corp., Ltd.

Representative: Min H. Kao

Address: No. 68, Zhangshu 2nd Rd., Xizhi Dist., New Taipei City 22159, Taiwan (R.O.C.)

Tel: +886-2-26428999

乙方(學生)：

國籍：

護照號碼：

地址：

電話：

Party B (Student): _____

Nationality: _____

Passport No.: _____

Address: _____

Tel: _____

連帶保證人：

國籍：

當地國 ID number：

地址：

電話：

電子郵件：

Joint Guarantor: _____

Nationality: _____

Local ID No.: _____

Address: _____

Tel: _____

Email: _____

西元 年 月 日 (YYYY/MM/DD)