

新型專班產學合作合約書(學校對學生)

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

新型專班

International Industrial Talents Education Special Program (INTENSE Program)

國立中山大學光電國際產業人才教育專班學生參與補助計畫 第一年合約書

Year 1 Contract for Students of the International Industrial Talents Education Special Program (INTENSE Program) in Photonics at National Sun Yat-sen University under the Subsidy Program

國立中山大學（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 by and between National Sun Yat-sen University (hereinafter referred to as Party A) and Mr./Ms. [Student Name], a student enrolled in the International Industrial Talents Education Special Program (INTENSE Program) in Photonics at National Sun Yat-sen University (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（乙方姓名、系級、受領新型專班產學獎助金起迄及獎助金額）

_____國家，_____姓名 原就讀_____國外學校_____系科
_____年級，將參與國立中山大學之光電國際產業人才教育專班。

自_____年_____月起至_____年_____月止受領新型專班第一年產學獎助金每學期新臺幣（以下同）_____元，計_____2_____學期，合計_____元（檢附當學期註冊單或繳費收據1份）。第二年需通過學校與合作企業審查成績與表現後，擇優核給學雜費補助，受領補助者簽定第二年合約書。

Article 2 (Party B's Information and Details of the Year 1 Subsidy)

Mr./Ms. [Student Name], a national of [Country Name], formerly a student of the Department of [Department Name] at [University Name] University (Country of [Country Name]), will participate in the International Industrial Talents Education Special Program (INTENSE Program) in Photonics at National Sun Yat-sen University.

Party B shall receive the Year 1 INTENSE Program Academia-Industry Scholarship from [Month, Year] to [Month, Year] in the amount of NT\$ _____ per semester for a total of 2 semesters, amounting to NT\$ _____ in total (a copy of the registration form or payment receipt for the current semester shall be attached).

In the second year, Party B's eligibility for further tuition and fee subsidies will be determined based on performance and evaluation results by both the university and the partner enterprise.

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Those approved will sign a second-year contract.

第3條 (乙方就業職場及期限)

依實施計畫規定，乙方於畢業後，應至 台灣國際航電股份有限公司 就業 1 年(起薪需大於或等於當年度勞動部基本工資標準給付)。如該合作企業因營運調整，於乙方畢業時無職缺可聘用，應接受學校進行就業輔導及媒合其他企業。

乙方就業期間應接受教育部及甲方追蹤調查就業狀況。

Article 3 (Employment Placement and Duration)

Pursuant to the Implementation Plan, Party B shall, upon graduation, be employed by GARMIN Corp., Ltd. for a period of 1 year, with a starting salary not lower than the minimum wage stipulated by the Ministry of Labor for the year concerned.

If the designated partner enterprise has no available positions due to business adjustments at the time of Party B's graduation, Party B shall accept job counseling and enterprise matchmaking assistance provided by the university.

During employment, Party B's employment status shall be subject to follow-up monitoring by the Ministry of Education and Party A.

第4條 乙方有下列情形之一者，應終止受領新型專班產學獎助金，並償還已受領之新型專班產學獎助金。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，由學校報教育部核定者，得免償還已受領之新型專班產學獎助金或免履行就業義務：

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個月內未就業。

乙方畢業後連續就業未滿受補助年限者，應依其未就業之月數比例償還補助產學獎助金；不滿一月者，以一月計。

Article 4 (Termination and Repayment Obligations)

Party B shall terminate the receipt of the INTENSE Program Academia-Industry Scholarship and reimburse all previously received funds under any of the following circumstances.

However, Party B may be exempt from repayment or employment obligations if withdrawal from the program or employment results from death, serious illness, accident, or major family incident that prevents the continuation of study or employment, and such circumstances are verified by a teaching hospital or higher-level medical institution accredited by the Ministry of Health and Welfare, and are approved by Party A and the Ministry of Education.

1. Party B withdraws from the program for personal reasons during the study period, such as transferring universities or departments, taking a leave of absence to return home, or being expelled or dismissed in accordance with university regulations.

2. Party B loses eligibility to participate in the program due to suspension or inability to complete the academic program, or failure to fulfill employment obligations.

3. Party B fails to secure employment within three (3) months after graduation.

If Party B fails to fulfill the employment duration stipulated in this Contract, he/she shall reimburse the INTENSE Program Academia-Industry Scholarship in proportion to the number of unfulfilled months (any partial month shall be counted as a full month).

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第5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 5 (Joint Guarantor's Liability)

Prior to the execution of this Contract, Party B shall designate a joint guarantor approved by Party A. Party B and the joint guarantor shall execute this Contract with Party A.

The joint guarantor shall bear joint and several liability with Party B for any repayment obligations arising from or related to this Contract, including those resulting after the termination of the contractual relationship.

If the joint guarantor requests to withdraw from the guarantee before Party B has fully fulfilled all obligations under this Contract, Party B shall promptly identify a replacement guarantor, obtain Party A's approval, and execute a new contract. The release of the original guarantor shall take effect only upon the completion of the replacement and execution procedures.

第6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)之書面為之，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：高雄市鼓山區蓮海路70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 6 (Delivery)

Unless otherwise stipulated herein, all notices, documents, and materials required under this Contract shall be made in English (with Chinese translation as supplementary) in written form and shall take effect upon delivery to the other party.

Unless otherwise approved in advance, the contact addresses of both parties shall be as follows:

1. Party A's Address: No. 70, Lianhai Rd., Gushan Dist., Kaohsiung City 804201, Taiwan

2. Party B's Address: _____

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

第7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 7 (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

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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8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 8 (Applicable Laws and Supplementary Provisions)

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9條 (合約書份數)

本合約書一式三份，經雙方當事人簽章後生效，甲方收執一份、乙方及保證人各收執一份。

Article 9 (Number of Copies and Effectiveness)

This Contract is executed in three (3) original copies, with equal validity upon signature and seal by both parties.

Party A shall retain one copy, while Party B and the guarantor shall each retain one copy.

第10條 本合約書中文與英文不一致時，以中文版本為準。

Article 10 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(學校)：國立中山大學

代表人：李志鵬

地址：高雄市鼓山區蓮海路70號

電話：+886-7-5252000

Party A (University): National Sun Yat-sen University

Representative: Chih-Peng Li

Address: No. 70, Lianhai Rd., Gushan Dist., Kaohsiung City 804201, Taiwan

Telephone: +886-7-5252000

乙方(學生)：

國籍：

護照號碼：

地址：

電話：

Party B (Student):

Nationality:

Passport No.:

Address:

Telephone:

連帶保證人：

國籍：

當地國 ID number：

地址：

電話：

電子郵件：

Joint Guarantor:

Nationality:

National ID No.:

Address:

Telephone:

Email:

西元 年 月 日(YYYY/MM/DD)