

國立成功大學

辦理

108 年度

教育部「學海築夢/新南向學海築夢」-獎
助大學校院選送學生出國研修或海外專
業實習計畫

行政契約書

國立成功大學

108 年度教育部「學海築夢/新南向學海築夢」-獎助大學校院選送學生出國研修或海外專業實習計畫
行政契約書

National Cheng Kung University

2019 Ministry of Education "Pilot Overseas Internship Program / New Southbound Pilot Overseas Internship Program" - Grants for University Students Pursuing Overseas Study or Internship Program
Administrative Contract

甲方： 國立成功大學

乙方： 本校 系/所 君

丙方： 計畫主持人 系/所 專任教師、
共同主持人 系/所 專任/兼任教師

Party A: National Cheng Kung University

Party B: (student name) of (department/institute)

Party C: Program host - (FT teacher) of (department/institute) &
Co-host - (FT/PT teacher) of (department/institute)

茲經甲、乙、丙三方協議，由丙方依呈報教育部之「學海築夢/新南向學海築夢」獎助大專校院海外專業實習計畫書條件甄選錄取乙方，並由甲方補助乙方於民國____年____月____日至____年____月____日前往____(國名)____城市____學校(機構)實習。經議定條件如下，並同意本契約所附之其他文件，及現在或將來所訂定(修正)之一切有關獎助實習規定，均屬本契約內容。

Under the trilateral agreement amongst Party A, B and C, Party C shall conduct a screening procedure based on the internship application criteria ratified by Ministry of Education "Pilot Overseas Internship Program / New Southbound Pilot Overseas Internship Program" to select Party B, who will then be subsidized by Party A for an internship program organized by____(school/institution name) in____(city),____(country), from____(MM/DD/YYYY) to____(MM/DD/YYYY). The agreed application criteria by all parties are shown below. And the rest of documents attached with this contract are all agreed by all three parties. Any relevant internship regulations stipulated (amended) as of now or future shall all be part of this contract.

壹、人員甄選

I. Selection of Candidate

第1條 丙方依照與海外機構簽訂之條件自行甄選適當實習學生，但需確保學生資格符合教育部「學海築夢/新南向學海築夢」獎助大專校院海外專業實習計畫108年度甄選簡章中之規定。

Article 1 Based on signed criteria with an overseas institution, Party C shall conduct an internal screening procedure to select qualified candidates to join in the internship program, only if Party C has validated the candidate's qualification complying with the regulations of the guidelines of 2019 Ministry of Education "Pilot Overseas Internship Program / New Southbound Pilot Overseas Internship Program".

貳、履行期間

II. Period of Performance

第2條 自乙方錄取教育部「學海築夢/新南向學海築夢」獎助大專校院海外專業實習計畫時起，至其完成專業實習返國為止。

Article 2 From the time when Party B is selected as an candidate of Ministry of Education "Pilot Overseas Internship Program / New Southbound Pilot Overseas Internship Program" to the time when Party B completes the program and returns to Taiwan.

第3條 乙方至遲需於民國109年10月31日前辦妥出國手續，並啟程出國實習。

Article 3 Party B shall complete the procedures for departure and leave for internship before October 31, 2020.

第4條 乙方專業實習天數不得低於30天，最高以1年為限，如在國外實習期間未滿30天，不得領取

獎助金，已領取者應全數償還。

Article 4 Party B's internship days shall not be lower than 30; one year maximum. If the overseas internship duration is less than 30 days, the grant shall not be applicable. Candidates who are already disbursed shall return the grant.

參、出國以前

III. Before Departure

第5條 丙方需於乙方出國實習二星期前，至教育部獎助大專校院海外專業實習計畫資訊網登錄參與海外專業實習團員基本資料。

Article 5 Two weeks before Party B goes abroad, Party C shall access to "MOE Grants for University Students Pursuing Overseas Study or Internship Program" website to register the candidate's basic information in the system.

第6條 基於學校之教育宗旨，丙方應親洽國外實習機構，不得借助或委託仲介公司辦理，如計畫核定後，需變更或新增實習機構，丙方應於出國實習前，敘明理由及提出該實習機構詳細介紹資料、與原實習機構不同之處對照表及國外實習機構同意選送學生赴該機構實習同意書或合作契約書影本，逕向甲方申請並經其同意後，始得變更或新增該實習機構。如未經甲方同意任意變更者，即喪失獎助資格，並追償乙、丙方已領獎助金。

Article 6 According to the School's mission, Party C shall personally contact an overseas internship organization without any intervention of any broker company. Once an internship program is approved by MOE, when it comes to a change or addition of an internship organization, before the candidate goes abroad, Party C shall clearly explain why such change occurs, and submit details about the newly-added organization, a comparison table between the old and new internship organizations or a photocopy of the cooperation agreement. Once Party A receives the supplementary documents and approves, an internship organization shall be changed to or added. Without Party A's consent to the change, such arbitrary action will cause the loss of grant qualification. Any disbursed grants to Party B and C is subject to claw-back.

第7條 「學海築夢/新南向學海築夢海外專業實習計畫」所提之預訂實習人數，丙方於出國實習前，能提出具體說明者，逕向甲方申請變更一次。如未經同意任意變更者，即喪失獎助資格，並追償乙、丙方已領獎助金。

Article 7 In "Pilot Overseas Internship Program / New Southbound Pilot Overseas Internship Program", Party C is entitled to apply to Party A for changing the number of interns one time before the internship program begins. Without Party A's consent to the change, such arbitrary action will cause the loss of grant qualification. Any disbursed grants to Party B and C is subject to claw-back.

第8條 「新南向學海築夢海外專業實習計畫」實習人數不得少於教育部核定最低選送人數，如需變更最低選送人數，丙方應提出具體說明，於出國實習二個月前向甲方申請同意。經甲方函報教育部審核同意後，始得變更。如未經教育部同意，丙方選送學生出國實習人數未達教育部核定最低選送人數者，即喪失獎助資格，並追償乙、丙方已領獎助金。

Article 8 In "New Southbound Pilot Overseas Internship Program", the number of interns shall not be lower than the minimum number ratified by MOE. If a change of the minimum number of interns is required, Party C shall propose concrete explanation, and submit a change application to apply for approval from Party A two months prior to the beginning of the internship program. After Party A reports the approval decision to MOE, the change shall be valid. Without MOE's consent to the change, and if the number of interns selected by Party C is lower than the minimum number, the grant qualification shall be cancelled, and any disbursed grants to Party B and C is subject to claw-back.

肆、實習期間

IV. During Internship

第9條 乙方非因不可抗拒等重大事故，不得無故中斷海外專業實習，乙方若需變更實習計畫，需通知丙方，並由甲、丙兩方共同同意後始可變更。如未經同意任意變更者，即喪失獎助資格，並追償乙方已領獎助金。

Article 9 Except when due to a force majeure, Party B shall not suspend the overseas internship program. If Party B is required to change the internship plan, Party B is obliged to inform Party C. And the change shall be valid after both Party A and C give their consent. Without the consent, the grant qualification shall be cancelled. Any disbursed grants to Party B is subject to claw-back.

第10條 丙方需定期至教育部國內大專院校選送學生出國研修或國外專業實習補助系統進行乙方資料維護，如乙方實際出國日期、海外實習機構、預計返國日期與實際獲補助經費等。

Article 10 Party C shall regularly access to "MOE Grants for University Students Pursuing Overseas Study or Internship Program" website to update Party B's data, e.g. Party B's date of departure, overseas internship organization, expected return date and net grant amount, etc.

伍、返國以後

V. After Internship

第11條 乙方於海外專業實習期間應保有甲方學籍(未休學)，並履行返國完成原攻讀學位之義務，如有休學、退學、逾期返國、不返國接續完成學業並取得學位者，由甲方依行政契約書規定追償已領獎助金；如係應屆畢業生，應於甲方規定之畢業期限內回國後辦理相關經費核銷手續始得離校。

Article 11 During the internship, Party B's enrollment status at Party A shall remain valid (no suspension of schooling), and Party B is obliged to return to Taiwan and finish his/her degree. Nonetheless, if any of following circumstances occurs, e.g. suspension/withdrawal from school, fail to return to Taiwan before deadline, refuse to return to finish the degree, then Party A is entitled to claw back disbursed grants. In case that Party B is a graduate of the present year, he/she shall return to Taiwan and submit required documents for the grants before the deadline of the graduation pursuant to Party A's regulations.

第12條 海外實習結束後30日內，乙方需上傳出國實習心得報告及滿意度問卷、丙方需上傳計畫主持人成果報告至教育部獎助大專校院海外專業實習計畫資訊網。

Article 12 Within 30 days after the overseas internship program, Party B shall upload the report of the internship experience and the survey of satisfaction; Party C shall upload the result report of the program to "MOE Grants for University Students Pursuing Overseas Study or Internship Program website".

陸、保證事項

VI. Guarantees

第13條 乙方應由家長(監護人)擔任保證人，保證於乙方違反本契約規定時(包括現在及未來所訂定、修正者)，致發生應償還而逾期未償還情事時，負連帶償還之保證責任，並放棄先訴抗辯權，且自甲方要求履行此項責任之通知送達翌日起30日內一次清償乙方全部費用。保證人未履行全部清償責任者，依行政程序法第148條逕受強制執行，並連帶負責賠償訴訟及強制執行費用(包括甲方律師費)。

Article 13 The guarantee of Party B shall be provided by Party B's parent (guardian) as the guarantor. The guarantor shall take joint liability for any repayment incurred from Party B, if he/she violates the regulations of this contract (including regulations to be ratified/amended), and waive beneficium ordinis (privilege of order). Within 30 days as Party A's notification of repayment delivered to the guarantor, the guarantor is obliged to make one-time repayment to clean all the debt of Party B to Party A. If the guarantor fails to take the full responsibility of repayment, pursuant to Article 148 of Administrative Procedure Act, the guarantor is subject to compulsory execution, and shall take joint liability of litigation cost and compulsory execution expense (including Party A's lawyer fee).

第14條 保證人在保證責任期間內，如須赴國外研究進修等長期性出國，保證人及乙方應辦理退換保手續。

Article 14 During the guarantee liability period, if the guarantor needs to travel abroad for long-term research or study, the procedure of guarantor withdrawal/transfer shall be conducted by the guarantor and Party B.

第15條 保證人請求退保時，乙方應先覓妥新保證人，以書面函請甲方同意更換保證人，甲方同意更換前，原保證人仍應負保證責任。甲方亦得暫停各項獎助費用之發放。

Article 15 When the guarantor applies for guarantee withdrawal, Party B shall first find a new guarantor, and send a letter of consent to obtain Party A's approval. Before the approval, the old guarantor remains his/her guarantee obligation. Party A is allowed to suspend further disbursement of any grants.

第16條 甲方依前條暫停發放，自通知暫停發放之翌日起90日內，暫停發放之事由仍繼續存在者，甲方即停止發給各項獎助費用，乙方並應即於甲方通知發文日起90日內返國履行與其所領相同期間之服務義務，或償還已領取之一切費用，逾期不履行者，依本契約有關追償之約定辦理。

Article 16 In accordance with the preceding article, within 90 days after Party A notifies the suspension of disbursement, if the cause of the suspension remains, Party A shall suspend the disbursement of remaining grants. Party B shall, within 90 days after Party A's announcement, return to Taiwan to complete the remaining service obligations, or return all the disbursed grants. Those who fail to return the grants in time are subject to the claw-back treatment ratified in this contract.

第17條 保證人所負保證責任之期限，至乙方依本契約規定履行返國完成攻讀學位義務期滿日止。

Article 17 The validity of the guarantor's liability shall terminate upon Party B fulfills his/her obligation by finishing the degree back in Taiwan.

柒、其他

VII. Others

第18條 乙方申請所附資料及相關證明文書有虛偽不實或不合本獎助申請資格，經甲方查證屬實者，喪失獎助實習生資格，其已領取之獎助，應全額償還，經通知限期償還逾期不償還者，依本契約有關追償之規定辦理。

Article 18 All documents and relevant certificates enclosed by Party B shall be guaranteed with authenticity. Once Party A finds any of the documents fraudulent or untrue, the intern shall be disqualified. All disbursement shall be clawed back. Those who fail to return the grants in time are subject to the claw-back treatment ratified in this contract.

第19條 乙方在國外研修實習期間，如有違反國家法令或嚴重損及國家利益之言行，或觸犯刑案經本國或外國司法機關判處有期徒刑確定，經甲方查證屬實者，甲方即停止發給各項獎助費用，乙方並應於甲方通知發文日起90日內返國履行與其所領相同期間之服務義務，或償還已領取之一切費用，逾期不履行者，依本契約有關追償之約定辦理。

Article 19 During the overseas internship, if Party B engages in actions that violate government law and regulations or damage national interests, or is sentenced imprisonment by Taiwan or foreign legal system, after the verification by Party A, Party A shall suspend any of following grants. Party B shall, within 90 days after Party A's announcement, return to Taiwan to complete the remaining service obligations, or return all the disbursed grants. Those who fail to return the grants in time are subject to the claw-back treatment ratified in this contract.

第20條 本契約一式三份，甲方收執乙份，乙方收執乙份，丙方收執乙份為憑。

Article 20 This contract shall be produced in triplicate; with one copy kept by Party A, one copy kept by Party B, and one copy kept by Party C.

甲方：國立成功大學

代表人：校長 蘇慧貞

Party A: National Cheng Kung University

Representative: Dr. Huey-Jen Su

地址：台南市東區大學路1號

Address: No. 1, University Road, East District, Tainan City

乙方：

簽名蓋章：

Party B

Signature/Seal

身分證統一編號：

ID Number

地址：

Address

乙方保證人(監護人)：

簽名蓋章：

Party B's Guarantor (guardian)

Signature/Seal

身分證統一編號：

ID Number

地址：

Address

丙方(計畫主持人)：

簽名蓋章：

Party C (Program Host)

Signature/Seal

身分證統一編號：

ID Number

地址：

Address