

Contract between Student and Enterprise for the INTENSE Program: Student Living and Internship Allowance, and Employment in Taiwan after Graduation

(Revised version of the reference sample)

○○ Enterprise (hereafter referred to as "Party A") and student ○○ in the **INTENSE Program** (hereafter referred to as "Party B") agree to the following contract terms:

Article 1 Basis for contract terms:

This contract was established based on the Implementation Plan of the Ministry of Education for Subsidizing and Promoting International Students to Come and Stay in Taiwan (hereafter referred to as the Implementation Plan).

Article 2 Party A provides the following items to Party B:

- Living allowance during schooling: NTD ____ per month, for a total of ____ months ____ semesters. The living allowance is NTD ____ in total.
- Internship opportunities during schooling while receiving an internship allowance: A total of ____ months at NTD ____ per month. (The allowance paid should be greater than or equal to the minimum basic wage standard. If no internship program is planned for the INTENSE Program, this item is exempt from being filled out.)

Article 3 Name of Party B (including start and end dates for receiving allowances and the allowance amount):

Student (name) studies in the (Program) at (University) in (year).

From (month) (year) to (month) (year), the living allowance will be NTD ____ per month, covering ____ months and ____ semesters, totaling NTD ____ in allowances.

Article 4 Party B's employment workplace and duration:

After graduation, **Party B is obligated to work for Party A for a period corresponding to the number of years they received a living allowance from Party A. (The maximum duration of Party B's fulfillment of employment obligations shall not exceed two years.)** The duration of receiving the living allowance and the period of employment obligation implementation should adhere to the principle of proportionality. For instance, students who receive a two-year living allowance from Party A are obligated to work at Party A for two years.

Article 5 If any of the following situations occur, Party B shall stop receiving the living allowance and repay the living allowance provided by Party A. If Party B is deceased, withdraws from school, or is unable to continue their education or work due to severe illness or accidents,

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and obtains a certificate from a hospital above the teaching hospital level confirming their inability to continue studying or working, which is evaluated and approved by a hospital recognized by the Ministry of Health and Welfare; or if Party B is unable to continue their education or work due to family disruptions caused by serious incidents, and the school informs the related enterprise after verifying the situation: Party B will be excused from repaying the living allowance received and from fulfilling their employment commitment.

1. Withdrawal from the INTENSE Program during schooling due to personal reasons. Reasons for leaving school may include applying for a transfer to another school or department, withdrawing from school and returning to one's country of origin, discontinuing studies in the INTENSE Program after school guidance, voluntarily withdrawing from school, or being expelled from academic status in accordance with school regulations or other circumstances.
2. Disqualified from participating in the program due to suspension from school or failure to complete school or work.
3. Not working at Party A within three months after graduation.

If Party B works at Party A post-graduation and the number of Party B's employment years does not reach the number of years of receiving the allowance, the living allowance shall be repaid based on the proportion of employment months. Employment periods of less than one month shall be counted as one month. However, if any situation specified in the **1st to the 4th term of Para. 1, Clause 11** or Para. 1, Clause 14 of the Labor Standards Act, Party B shall be exempt from repaying the living allowance received.

Article 6 If Party B is required to repay the living allowance provided by Party A, the following repayment rules apply: _____

Article 7 Related rights and interests of labor:

1. For Party B to fulfill employment obligations after graduation, Party A shall not violate labor laws.
2. For Party B to fulfill employment obligations after graduation, the working conditions provided by Party A for Party B's employment (including salary and benefits, etc.) shall be equivalent to those of regular employees. Party A shall not reduce working conditions because Party B receives a living allowance.
3. The service life required by Party A shall align with the concept of "necessity" (Para. 1 of Clause 15-1) and "rationality" (Para. 2 of Clause 15-1) of the minimum terms of service in the Labor Standards Act.

Article 8 Joint liability of a guarantor:

Before signing this contract, Party B should select a co-guarantor. Once Party A agrees, Party

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B and the co-guarantor will sign a contract with Party A. The joint guarantor shall assume joint repayment liability for repayment obligations that arise during or after the conclusion of this contract.

Before Party B fulfills all obligations specified in this contract, if the joint guarantor applies to discharge the guarantee liability, Party B shall promptly find and replace the joint guarantor. The liability of the original joint guarantor will only be discharged after obtaining consent from Party A and signing a new contract.

Article 9 Delivery:

Unless otherwise specified in this contract, all other notices, files, or information to be delivered to the parties of the contract should be primarily written in English (with the Chinese version provided as a supplement) and will be considered effective upon delivery to the other party. Unless one party's address is changed after obtaining the other party's consent in advance, the following addresses of both parties shall prevail:

1. Address of Party A:

2. Address of Party B:

If any party involved fails to update their of as per to requirements outlined stipulations in previous clauses, and the other sends the communication according to the original using and legally accepted legal method, time, will be considered regarded as delivered to the recipient counterparty.

Article 10 Jurisdiction:

Both parties shall fulfill the contract based on the principle of good faith. In any civil proceedings, the local jurisdiction court of Party A shall be the competent court.

The aforementioned terms also apply to the joint guarantor of the contract.

Article 11 Applicability and permission for applying to other decrees:

Any matters not covered in this contract shall be handled based on relevant decrees and through meetings held by Taiwan's Ministry of Education.

Article 12 Contract copies:

This contract is made in triplicate and will take effect after being signed by both parties. Party A will receive one copy, Party B and the guarantor will receive one copy, and the school will keep one copy.

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Signed by:

Party A (Enterprise):

Representative:

Address:

Tel.:

Party B(Student):

Nationality:

Passport Number:

Address:

Tel.:

Joint guarantor:

Nationality:

ID number of local country:

Address:

Tel.:

MM/DD/YY