INTENSE Program

Agreement on the Provision of Living Allowances and Industry–Academia Scholarships to Students in the INTENSE Program by an Enterprise

○○ Enterprise (hereinafter referred to as "Party A") and ○○, a student enrolled in the ○○ program (hereinafter referred to as "Party B"), hereby agree to enter into this Agreement under the following terms and conditions:

Article 1 (Basis for This Agreement)

This Agreement is entered into pursuant to the Ministry of Education's "International Industrial Talents Education Special Program (INTENSE Program), aiming to attract more excellent international students to study and employment in Taiwan".

Article 2 Party A shall provide Party B with the following:

□ Fully Enterprise-Funded Type: Additional reimbursement of administrative expenses for the initial arrival in Taiwan and the cost of one airline ticket, based on actual documented expenses, totaling NT$ _____.

□ Fully Enterprise-Funded Type: Industry–academia student financial assistance during enrollment, NT$ _____ per semester, for _____ months over _____ semesters, totaling NT$ _____.

□ Living allowance during enrollment, NT$ _____ per month, for _____ months over _____ semesters, totaling NT$ _____.

□ Internship opportunities during enrollment, with an internship allowance for _____ months at NT$ _____ per month. (The amount paid must be equal to or greater than the minimum wage standard prescribed by the Ministry of Labor for the applicable year.)

□ A regular full-time position after graduation (with the same working conditions, including job duties, salary, compensation, and benefits, as those of regular employees), for _____ years, with a starting salary of NT$ _____ and other applicable benefits. (The starting salary must be equal to or greater than the minimum wage standard prescribed by the Ministry of Labor for the applicable year.)

Article 3 (Party B's Name; Periods and Amounts of Living Allowances and Industry–Academia Scholarships)

○○ is enrolled at ○○ University in academic year ○○, in the ○○ field and the _____ INTENSE Program class.

Party B shall receive a living allowance of NT$ _____ per month from _____ (year/month) through _____ (year/month), for _____ months over _____ semesters, totaling NT$ _____.

Fully Enterprise-Funded Type: Party B shall receive an industry–academia scholarship of NT$ _____ per semester from _____ (year/month) through _____ (year/month), for

_____ semesters, totaling NT$ _____.

Article 4 (Party B's Place and Period of Employment)

After graduation, Party B shall be obligated to work for Party A for a period proportionate to the period during which Party B received living allowances from Party A. The required employment period shall not exceed two years. The duration of the living allowance and the employment obligation shall be proportionate; for example, a Party B who receives living allowances from Party A for two years shall be obligated to work for Party A for two years.

Article 5 If any of the following circumstances applies to Party B, payment of the living allowance shall cease, and Party B shall repay the living allowances provided by Party A. However, Party B may be exempted from repayment of living allowances already received or from the employment obligation in the event of death; a leave of absence or inability to continue studies or employment due to a serious illness or accident, as certified by a teaching hospital or higher-level medical institution accredited under the Taiwan Ministry of Health and Welfare's new hospital accreditation system; or a major change in family circumstances caused by an accident that prevents Party B from continuing studies or employment, provided that the school verifies the circumstances and notifies the enterprise:

1. Party B withdraws from the program during enrollment for personal reasons, including applying to transfer to another school or department, taking a leave of absence and returning to the home country, declining to continue in the program after counseling by the school, or being withdrawn or expelled by the school pursuant to its academic regulations.
2. Party B loses eligibility to participate in the Program because of a leave of absence or an inability to complete studies or continue employment.
3. Party B fails to commence employment with Party A within three months after graduation.

If Party B commences employment with Party A after graduation but works for less than the period corresponding to the living allowances received, Party B shall repay the living allowances in proportion to the number of months of the unfulfilled employment obligation. Any period shorter than one month shall be counted as one full month. However, Party B shall be exempted from repaying living allowances already received if any circumstance specified in Article 11, Paragraph 1, Subparagraphs 1 through 4, or Article 14, Paragraph 1, of the Labor Standards Act applies to Party A.

Article 6 If Party B is required to repay living allowances provided by Party A under the preceding Article, the repayment rules shall be as follows:

_____

Article 7 (Labor Rights and Interests)

1. When Party B fulfills the employment obligation after graduation, Party A shall ensure compliance with applicable labor laws and regulations.
2. When Party B fulfills the employment obligation after graduation, the employment conditions offered by Party A, including salary, compensation, and benefits, shall be the same as those offered to other regular full-time employees. Party A shall not impose less favorable employment conditions on the grounds that Party B received a living allowance or for similar reasons.

3. The required period of service imposed by Party A shall satisfy the requirements of "necessity" (Article 15-1, Paragraph 1) and "reasonableness" (Article 15-1, Paragraph 2) governing minimum service periods under the Labor Standards Act.

Article 8 (Joint and Several Liability of the Guarantor)

Before this Agreement is executed, Party B shall obtain a joint and several guarantors acceptable to Party A. Party B and the guarantor shall execute this Agreement together with Party A. The guarantor shall be jointly and severally liable for any repayment obligation incurred by Party B under this Agreement or arising after the contractual relationship has terminated.

If the guarantor requests release from the guarantee before Party B has fulfilled all obligations under this Agreement, Party B shall promptly obtain a replacement guarantor. The original guarantor shall be released from liability only after Party A has approved the replacement and a new agreement has been executed.

Article 9 (Service of Notices)

Unless otherwise provided in this Agreement, all notices, documents, or other materials required to be served on a party shall be in writing, primarily in English with Chinese as a supplementary language, and shall take effect upon service on the other party. Unless a party has obtained the other party's prior consent to a change of address, the addresses of the parties shall be as follows:

1. Party A's address:
2. Party B's address:

If either party fails to change its address in accordance with the preceding paragraph, service by the other party at the original address using any legally permitted method of service then in effect shall be deemed valid service.

Article 10 (Jurisdiction)

Both parties shall perform this Agreement in good faith. In the event of civil litigation, the court having jurisdiction over the location of Party A shall be the court of competent jurisdiction.

The preceding provision shall also apply to the joint and several guarantors under this Agreement.

Article 11 (Application and Mutatis Mutandis Application of Other Laws and Regulations)

Any matters not addressed in this Agreement shall be handled in accordance with applicable laws and regulations or through a meeting convened by the Taiwan Ministry of Education.

Article 12 (Number of Copies of This Agreement)

This Agreement shall be executed in three counterparts and shall take effect upon signature or seal by both parties. Party A shall retain one copy, Party B and the guarantor shall each retain one copy, and the school shall retain one copy for its records.

Parties Executing This Agreement:

Party A (Enterprise):

Representative:

Address:

Telephone:

Party B (Student):

Nationality:

Passport Number:

Address:

Telephone:

Joint and Several Guarantor:

Nationality:

ID Number in Country of Origin:

Address:

Telephone:

Date: _____ (Year) _____ (Month) _____ (Day)