文藻學校財團法人 文藻外語大學 教師赴公民營機構

研習服務契約書

（深度/專案研習、深耕服務適用）

Wenzao Ursuline University of Languages

Contract for Teachers Participating in Public and Private Services

(In-depth Training/Services)

立合約書人

甲方：文藻學校財團法人文藻外語大學 （以下簡稱甲方）

乙方：＿＿＿＿＿ （以下簡稱乙方）

丙方：　　　　　 （以下簡稱丙方）

緣甲乙丙三方為進行教師赴公民營機構研習/服務（以下簡稱本研習/服務）訂立本契約，由乙方提供研習/服務措施，與甲丙方合作辦理本契約所約定相關事項。

Party A: Wenzao Ursuline University of Languages (hereinafter referred to as Party A)

Party B：＿＿＿＿＿＿　　　(hereinafter referred to as Party B)

Party C: Professor ＿＿＿＿＿＿　　(hereinafter referred to as Party C)

The Contract is made by and among Party A, B and C for teachers participating in public and private enterprise training and service (hereinafter referred to as Training/Services). Party B is responsible for the provision of facilities and equipment for Training/Services and shall cooperate with Parties A and C for matters related to the Contract.

雙方同意訂定下列條款，並依誠信原則履行：

The parties hereby enter into the Contract in good faith and agree to the following:

1. 研習/服務期間
   1. 本研習/服務之執行期間自中華民國 年 月 日起至中華民國 年 月 日止。
   2. 甲、乙、丙三方如因事實需要，認為有延長或縮短之必要時，應於執行期限內提出有關資料，徵得他方書面同意後為之，以變更一次為原則，延長後仍以寒暑假期間為限。

Article 1 Duration of Training/Services

* + - 1. The duration of Training/Services:

\_\_\_\_\_(mm)\_\_\_\_\_\_(dd)\_\_\_\_\_\_\_(yy) to \_\_\_\_\_(mm)\_\_\_\_\_\_(dd)\_\_\_\_\_\_\_(yy)

* + - 1. If Parties A, B and C believe there is a need to extend or shorten the period due to any actual circumstances which may arise, it may be extended or shortened after presenting relevant information during the effective duration and receiving written agreement from other Parties. The agreement may be altered only once. The extended period shall still take place during the summer or winter vacations.

1. 研習/服務進度

甲方得視需要指派人員至乙方，了解乙方執行本研習之情形。乙方對該研習人員應提供一切必要之協助。

Article 2 Training/Service Progress

Party A shall assign staff to Party B in order to be aware of the training conducted by Party B. Party B shall provide all the necessary assistance for members participating in the training.

1. 研習/服務報告
   1. 丙方應於第1條所載之研習/服務期間屆滿之1個月內，交付甲、乙方各一份有關本研習/服務結果之綜合報告。
   2. 研習/服務報告之型式應由丙方依甲方規定格式撰寫。

Article 3 Training/Service Report

* + - 1. Within a month after the end of the Training/Service period indicated in Article 1 Party C shall submit a comprehensive report about results of Training/Service to Party A and B.
      2. Party C shall comply with the format specified by Party A in writing the Training/Service report.

1. 協助項目

乙方應提供丙方本研習所需之措施，並於申請書內載明。

Article 4 Assistance

Party B shall provide Party C with the necessary facilities and equipment forTraining stated in the application.

1. 迴避責任

本研習/服務計畫有關人員應遵守其他法律有關迴避之規定。

Article 5 Duty of Recusal

The Training/Service program-related personnel shall comply with other relevant laws of recusal.

1. 成果發表

丙方應於本研習/服務結束後一個月內辦理經驗分享。

Article 6 Achievement Presentation

Party C shall organize an experience sharing session within a month after the end of the Training/Service period.

1. 終止契約
   1. 除本契約另有規定者，從其規定外，任一方當事人不履行本契約或不依本契約履行時，他方得以書面通知其於五日內改正。逾期未能改正者，他方得另以書面通知終止本契約。
   2. 乙方擬終止本契約，應於終止日之十日前以書面通知甲方終止本契約。

Article 7 Termination

* + - 1. Unless regulated by the Contract, if any party fails to perform or breaches the Contract, other Parties shall issue a written notice to request the Party to make corrections within five days. If the Party fails to rectify the problem, other Parties may terminate the Contract upon a written notice to the Party.
      2. Party B may terminate the Contract through written notice to Party A ten days prior to the termination date.

1. 一部無效

本合約部分條款經法院判定無效者，全部皆為無效，但除去該部分亦可成立者，則其他部分，仍為有效。

Article 8 Severability

In the event that any provision contained in this Contract are ruled invalid by a court, that provision will be removed from the Contract, but the remaining provisions shall not in any way be affected or impaired thereby.

1. 生效日期

本契約經三方依法簽章後，自第1條所載研習/服務期間之始日起生效。

Article 9 Effective Date

After the Contract is signed by Party A, B and C, it shall take effect from the starting date stated in “Article 1 Duration of Training/Services”.

1. 契約解釋及合意管轄

一、本契約書應依中華民國之法律解釋及適用。

二、本契約衍生之法律爭議糾紛，經甲方同意後，得於高雄市提付仲裁，並依中華民國仲裁法解決；若因本契約而涉訟時，雙方特此同意以台灣高雄地方法院為第一審管轄法院。

Article 10 Interpretation of the Contract and Consent to Jurisdiction

* + - 1. The Contract shall be interpreted and governed in accordance with the Law of the Republic of China.
      2. Any dispute or controversy arising under or in connection with the Contract may, upon consent by Party A, be submitted to arbitration in Kaohsiung City and resolved in accordance with the Arbitration Law of the Republic of China. In the event of litigation under or in connection with this Contract, the parties agree that Taiwan Kaohsiung District Court shall be the competent court with jurisdiction in the first instance.

1. 完整合意
   1. 本契約及其附件構成雙方對本案完整之合意。任何於本契約簽訂前，經雙方協議但未記載於本契約或其附件之事項，對雙方皆無拘束力。
   2. 附件之效力與本契約同，但兩者有抵觸時，以本契約為準。

Article 11 Entire Agreement

* + - 1. The Contract and its annex constitute the entire agreement between the two Parties. Any agreements between the two parties not included in this Contract or its annex before this Contract is signed shall not be legally binding.
      2. The annex and the Contract have equivalent validity; however, in case of any conflicts between the annex and the Contract, the Contract shall prevail.

1. 契約份數

本契約壹式參份，甲、乙及丙三方各執乙份為憑。

Article 12 Counterparts

This Agreement is executed in three counterpart originals, with one of the originals to be retained by each of the three parties.

立約人

Parties to the Contract

甲 方：文藻學校財團法人文藻外語大學 (簽章)

代表人：

地 址：

Party A: Wenzao Ursuline University of Languages (signature)

Representative：

Address：

乙 方： (公司印信)

代表人：　　　　　　　 (簽章)

地 址：

Party B: (company seal)

Representative： (signature)

Address：

丙 方：

任職系所及職稱： (簽章)

身份證字號：

戶籍地址：

Party C:

Department of Employment and Title: (signature)

ID Number:

Registered domicile address:

中華民國一百年　月　日

Date:\_\_\_\_\_(mm)/ \_\_\_\_\_ (dd) \_\_\_\_\_(yy)