

「南洋北流-臺北市 ICT 南鑽人才匯流計畫」  
行政契約—學生版

**Northern Stream of Nanyang Talents - Taipei City  
ICT Southern Diamond Talent Convergence Plan  
Administrative Contract – Student Version**

甲方：臺北市政府

Party A: Taipei City Government

乙方：\_\_\_\_\_小姐/先生

Party B: Mr/Ms \_\_\_\_\_

茲經甲、乙雙方同意，由甲方補助乙方來臺參加「南洋北流-臺北市 ICT 南鑽人才匯流計畫」獎學金，其條件如下，並同意本行政契約所附其他文件及「南洋北流-臺北市 ICT 南鑽人才匯流計畫」，均屬本契約之內容：

Party A and Party B agree that they will assist one another in the matters regarding the Scholarships under the Northern Stream of Nanyang Talents - Taipei City ICT Southern Diamond Talent Convergence Plan (“Plan”), under the conditions set forth in the Administrative Contract (“Contract”) below and its Appendices. The Plan also forms part of this Contract.

**壹、計畫名稱：**「南洋北流-臺北市 ICT 南鑽人才匯流計畫」臺北市吸引優秀僑外學生來臺就學及就業獎學金實施計畫(下稱本計畫，附件一)。

**A. Project Name:** Northern Stream of Nanyang Talents - Taipei City ICT Southern Diamond Talent Convergence Plan (“Plan”), a plan under which the Taipei City Government attracts outstanding overseas Chinese students to study in Taiwan on an employment (detailed in Appendix I).

**貳、雙方履行權利義務期間：**自乙方參加本計畫起，至履行義務期滿日為止。

**B. Term of performance of the Parties' rights and obligations:** From the moment that Party B joins the Plan until both Parties have fully performed their obligations.

### 參、學生在學期間

#### **C. During the period of study**

第一條 乙方應於甲方規範期限檢附下列文件後，向乙方就讀學校申請本計畫獎學金，由乙方就讀學校函送甲方申請：

一、獎學金申請書(附件二)。

二、行政契約。

三、護照影本。

Article 1. Party B must apply to their University for the Scholarship in written form within the time limit and with attachment of the required documents as follows:

1. Scholarship Application Form (Appendix II).

2. Contract.

3. Passport (copy).

第二條 乙方應積極參與甲方或委外執行作業單位辦理之實習媒合、參訪企業或就業媒合等活動，每學期至少 1 次以上。

Article 2. Party B must actively (at least once per semester) participate in activities such as traineeship matchmaking events, company visits, and employment match-making events, organized by the Outsourcing Unit or an Implementing Unit.

第三條 乙方在學期間應運用就讀學校或其他相關華語文資源學習中文，精進中文能力。

Article 3. During the term of study, Party B must use their University's or other Chinese language resources to study Chinese and improve their Chinese language

proficiency.

第四條

乙方在學期間如有下列情事者，甲方應立即停止補助，乙方應於事實發生日半年內檢附獎學金放棄切結書(附件三)及相關證明文件，並繳回實領全數補助款予就讀學校，再由就讀學校繳回甲方：

- 一、 休學、轉學或退學者；惟於休學後6個月內復學者，得恢復補助資格。
- 二、 放棄申請本計畫獎學金者。
- 三、 違反我國法律規章及學校校規（如學業規定及出缺勤標準等）者。
- 四、 未於就讀學校所訂修業年限內，取得入學當時核定之學位者。
- 五、 每學期無正當理由未參與1次以上甲方或委外執行作業單位辦理之實習媒合、參訪企業或就業媒合等活動者。
- 六、 乙方所提繳資料及相關證明文件有虛偽不實或不合本計畫申請資格，經甲方查證屬實者。

Article 4. If one of the following circumstances occurs during the period of study, Party B must immediately cease accepting the subsidy. Party B must, within half a year from the date that the event occurred (“Event Date”), submit their Scholarship Termination Form (Appendix III) with supporting documentation and pay back to the University the entire amount of the Scholarship received, and return the following to the University:

1. Suspension, transfer, or withdrawal: If the Student resumes their studies within six (6) months, the eligibility for the Scholarship also revives.
2. Forfeiture of the Scholarship by the Student.

3. Violation of ROC Law or breach of the University's rules (such as academic regulations and attendance rules).
4. Failure to obtain, within the University's time limit, the degree for which the Scholarship was awarded.
5. Failure to participate actively (at least once per semester) in activities such as traineeship matchmaking events, company visits, and employment match-making events, organized by the Outsourcing Unit or an Implementing Unit.
6. Party A finds that the information submitted by Party B or supporting documentation is false or untrue or the Student is otherwise not eligible for the Plan.

第五條 乙方應於每學期回報就讀學校預定畢業時間，俾利提供委託執行單位媒合就業事宜。

Article 5. Party B must each semester report the expected graduation date in order to facilitate the Outsourced Unit's employment match-making work.

#### 肆、 學生畢業期間

##### D. At graduation

第六條 乙方畢業後一個月內，應提供畢業證書影本及就業情況調查表(附件四)予就讀學校，俾利就讀學校回報甲方。

Article 6. Within one month after graduation, Party B must provide a copy of their graduation certificate and an Employment Survey Form (Appendix IV) to the University, which will forward it to Party A.

第七條 乙方畢業滿3年者，應檢附留臺於ICT相關產業或返回該產業在其母國設廠(分公司)服務一定期間以上(領取獎學金未達4學期者，應服務1年；領取獎學金4學期以上者，應服務2年)之服務或在職證明予就讀學校，俾回報甲方。

Article 7. Within the three years after graduation, Party B must serve in an ICT-related company in Taiwan or in a Taiwanese factory or office in their home country for a certain period of time. (Recipients of a scholarship for less than four semesters must serve one year, while recipients of a scholarship for four semesters or more must serve two years.), and submit proof of such service to the University, which will forward it to Party A.

第八條 乙方畢業滿3年者，如未留臺於ICT相關產業或返回該產業在其母國設廠(分公司)服務一定期間以上(領取獎學金未達4學期者，應服務1年；領取獎學金4學期以上者，應服務2年)，應返還補助款予甲方，計算方式如下：學生畢業滿3年，應於半年內按未滿服務之月數(A)除以應服務月數(B)之比例，乘以補助期間實領獎學金金額(C)，以新臺幣返還，計算公式為  $A/B * C$ 。

Article 8. If Party B has not, within three years after graduation, served in an ICT-related company in Taiwan or in a Taiwanese factory or office in their home country for a certain period of time. (Recipients of a scholarship for less than four semesters must serve one year, while recipients of a scholarship for four semesters or more must serve two years.), Party B must return the subsidy to Party A, according to the following calculation formula: Within six months after three years after graduation  $((\text{months not served}) / (\text{months of obligatory service})) * (\text{scholarship amount received during the term of study})$ .

第九條 如乙方違反本行政契約書規定，有應償還獎學金情事者，經甲方及乙方就讀學校通知償還，逾期未償還者，依行政程序法第148條規定強制執行。

Article 9. If Party B breaches the Contract, they must return the notified amount of damages from studying at the

University. Overdue damages will be enforced in accordance with Article 148 of the Code of Administrative Procedure.

## 伍、其他

### E. Other matters

第十條 有關本計畫之執行及雙方之權利義務，應遵照本行政契約書之規範，如有未盡事宜，得經雙方同意後以書面增補修訂。

Article 10. The implementation of this Plan and the rights and obligations of both Parties must observe this Contract. Any matters not arranged herein may be added or amended in writing through consent of both Parties.

第十一條 未規定之事項，依行政程序法、本計畫及相關法令辦理。

Article 11. Matters not arranged herein will be handled in accordance with the Code of Administrative Procedure, the Plan, and related laws and regulations.

第十二條 本行政契約書由甲方及乙方各執乙份。

Article 12. Party A and Party B each hold one original copy of this Contract.

甲方：臺北市政府  
代表人：市長 柯文哲  
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聯絡電話：02-27208889

Party A: Taipei City Government  
Representative: Mayor Ko Wen-je  
Address: 1 Shifu Road, Xinyi District, Taipei 11008  
Telephone:02-27208889

乙 方：  
(親自簽名或蓋章)  
護照號碼：  
國內通訊地址：  
國外通訊地址：  
國內手機：  
國外手機：  
E-mail：

Party B:  
(personally signed or stamped)  
Passport number:  
Domestic correspondence address:  
Overseas correspondence address:  
Domestic mobile phone:  
Overseas mobile phone:  
E-mail:

中 華 民 國                      年            月            日