

**入學承諾與遊學法律合規免責聲明書**  
**LETTER OF COMMITMENT AND LIABILITY WAIVER FOR**  
**STUDY TOUR LEGAL COMPLIANCE**

立書人（學生姓名） / Student Name: \_\_\_\_\_

國籍 / Nationality: \_\_\_\_\_

護照號碼 / Passport No.: \_\_\_\_\_

錄取通知書編號 / Offer Letter Ref No.: \_\_\_\_\_

鑑於立書人已被錄取進入國際商學院（IBS）與馬來西亞國立大學（UKM）合作開辦之 CMBA（國際工商管理碩士）課程，並將前往馬來西亞進行線下實作、企業實習與境外遊學課程。立書人特此向國際商學院（IBS）、馬來西亞國立大學（UKM）、項目運營主體及其關聯公司、股東、董事、高管、員工與授權代理機構（如 X 公司，以下統稱「學院」或「免責機構」）做出以下嚴正承諾並簽署本免責聲明：

*Whereas the Student has been admitted to the CMBA (International Master of Business Administration) Program, jointly organized by the International Business School (IBS) and Universiti Kebangsaan Malaysia (UKM), and will travel to Malaysia for offline practical training, corporate internships, and overseas study tours. The Student hereby gives the following solemn commitments and signs this liability waiver to the International Business School (IBS), Universiti Kebangsaan Malaysia (UKM), program operating entities, and their respective parent companies, subsidiaries, affiliates, shareholders, directors, officers, employees, and authorized recruitment agencies (including Company X, hereinafter collectively referred to as the "Institution" or "Released Parties"):*

**第一條：遊學簽證性質與絕對禁止就業條款**

**Article 1: Nature of Study Tour Visa and Absolute Prohibition of Employment**

• **簽證性質知悉 / Acknowledgment of Visa Nature:**

立書人明確知悉並同意，學院或馬來西亞全球教育服務中心（EMGS）為立書人協助辦理之簽證，其性質為「學生簽證（Student Pass）」。該簽證之唯一合法目的為在馬來西亞進行全日制或項目規定的學術學習、官方指定之線下實作實習與遊學活動。

*The Student clearly acknowledges and agrees that the visa facilitated by the Institution or Education Malaysia Global Services (EMGS) is a "Student Pass". The sole legal purpose of this visa is for full-time or program-specified academic learning, officially designated offline practical internships, and study tour activities within Malaysia.*

• **絕對禁止非法就業與工作 / Absolute Prohibition of Illegal Employment and Work:**

根據馬來西亞《1959/63 年移民法令》及移民局條例，持學生簽證者在馬來西亞境內絕對禁止從事任何形式的營利性就業、全職或兼職工作、商業經營或勞務提供。

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*Pursuant to the Malaysian Immigration Act 1959/63 and Immigration Regulations, holders of a Student Pass are absolutely prohibited from engaging in any form of gainful employment, full-time or part-time work, commercial business operations, or provision of labor within the territory of Malaysia.*

• **具體禁止行為範疇 / Scope of Specific Prohibited Activities:**

上述禁止行為包括但不限於：

*The aforementioned prohibited activities include, but are not limited to:*

- 接受馬來西亞當地任何企業、機構或個人的聘用，擔任全職、兼職雇員或臨時勞工。

*Accepting employment from any local Malaysian enterprise, institution, or individual as a full-time employee, part-time employee, or temporary laborer.*

- 以自由職業者（Freelancer）、顧問或外包人員身份提供勞務並收取薪資、現金或任何形式的報酬。

*Providing labor as a freelancer, consultant, or outsourced personnel and receiving salary, cash, or any form of remuneration.*

- 在未獲得馬來西亞移民局及高等教育部特別批准的情況下，於校外餐廳、零售店、夜市或其他商業場所進行任何兼職打工。

*Engaging in any part-time work at off-campus restaurants, retail stores, night markets, or other commercial venues without specific prior approval from the Immigration Department of Malaysia and the Ministry of Higher Education (MOHE).*

- 利用電商平台、社交媒體在馬來西亞境內非法從事跨國代購、網店經營、直播帶貨或任何營利性商業活動。

*Illegally engaging in cross-border purchasing agents (Daigou), online store operations, livestream sales, or any gainful commercial activities within Malaysia via e-commerce platforms or social media.*

- 充當任何非法渠道、中介或招生代理的線下牟利工具。

*Acting as an offline profit-making tool for any illegal channels, intermediaries, or enrollment agents.*

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**第二條：線下實作與實習（Internship）之合規限制**

**Article 2: Compliance Restrictions on Offline Practical Training and Internships**

• **官方指定場域之合規性 / Compliance of Officially Designated Venues:**

立書人知悉，本 CMBA 課程包含之「線下實作與實習」部分，為三年制週末學分制（總計 1,440 課時）的必要教學環節，必須嚴格在學院與 UKM 大學官方指定、認可並向馬來西亞相關主管部門備案的實習場域及合作企業內進行。

*The Student acknowledges that the "offline practical training and internship" component included in this CMBA program is an essential academic requirement of the 3-year weekend credit system (totaling 1,440 hours), and must be conducted strictly within internship venues and collaborative enterprises officially designated, recognized, and filed with the relevant Malaysian authorities by the Institution and UKM.*

• **禁止擅自變更實習單位 / Prohibition of Unauthorized Alteration of Internship Units:**

立書人不得擅自尋找、變更或私自與非官方指定的馬來西亞當地企業簽署實習或工作協議。任何未經學院及馬來西亞高等教育部批准的校外企業實作行為，均將被視為非法打工與嚴重違規。

*The Student shall not independently seek, alter, or privately sign any internship or work agreements with local Malaysian enterprises that are not officially designated. Any off-campus corporate practical activity without prior approval from the Institution and the Ministry of Higher Education of Malaysia shall be deemed as illegal employment and a severe violation.*

**第三條：遵守馬來西亞法律與國家安全**

**Article 3: Compliance with Malaysian Laws and Public Order**

• **全面遵守當地法律 / Full Compliance with Local Laws:**

立書人承諾在馬來西亞遊學及境外實作期間，將嚴格遵守馬來西亞聯邦政府的所有現行法律、法規、地方法律及治安條例。

*The Student commits to strictly abiding by all prevailing laws, regulations, local bylaws, and public order ordinances of the Federal Government of Malaysia during the study tour and overseas practical training period in Malaysia.*

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• **絕對禁止違背之法律範疇 / Scope of Absolutely Prohibited Unlawful Activities:**

立書人承諾絕不參與任何違反馬來西亞法律的活動，包括但不限於：

*The Student commits never to participate in any activities that violate Malaysian laws, including but not limited to:*

- 違反馬來西亞《1952 年危險毒品法令》，嚴禁吸食、持有、販賣或運輸任何受管制毒品、大麻或違禁藥物。

*Violating the Malaysian Dangerous Drugs Act 1952; it is strictly forbidden to consume, possess, traffic, or transport any controlled dangerous drugs, cannabis, or prohibited substances.*

- 參與任何形式的非法賭博、網絡詐騙、洗錢或非法集資（如金錢遊戲、龐氏騙局等非法金融活動）。

*Participating in any form of illegal gambling, cyber fraud, money laundering, or illegal fundraising (such as financial games, Ponzi schemes, or other illegal financial activities).*

- 違反馬來西亞交通法規，嚴禁無照駕駛（必須持有合法的國際駕照或馬來西亞本地駕照）、酒後駕駛或危險駕駛。

*Violating Malaysian traffic regulations; unlicensed driving (must possess a valid International Driving Permit or local Malaysian driving license), drunk driving, or dangerous driving is strictly prohibited.*

- 參與任何未經馬來西亞當局批准的非法集會、遊行，或在公開及網絡場合發表任何涉及馬來西亞政治、種族、宗教敏感議題的激進言論。

*Participating in any illegal assemblies or rallies unauthorized by Malaysian authorities, or publishing radical remarks touching upon politically, racially, or religiously sensitive topics in Malaysia, whether in public or online.*

- **簽證逾期逗留 (Overstay)：** 立書人必須自行密切留意學生簽證之有效期限，嚴禁在簽證過期後繼續非法滯留馬來西亞境內。

*Visa Overstay: The Student must closely monitor the validity period of their Student Pass independently; continuing to remain illegally within the territory of Malaysia after the visa has expired is strictly prohibited.*

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**第四條：學術誠信與校規遵循**

**Article 4: Academic Integrity and Adherence to Rules**

- 立書人承諾嚴格遵守國際商學院（IBS）及馬來西亞國立大學（UKM）的學術誠信準則（Academic Integrity）及校園管理規範。

*The Student commits to strictly complying with the Academic Integrity guidelines and campus management regulations of the International Business School (IBS) and Universiti Kebangsaan Malaysia (UKM).*

- 嚴禁在作業、論文、考試或實習報告中出現抄襲、代寫、作弊或偽造數據等行為。若有違反，願接受學院最高至開除學籍之處分。

*Acts of plagiarism, contract cheating, cheating in exams, or fabricating data in assignments, theses, or internship reports are strictly prohibited. In the event of a violation, the Student willingly accepts disciplinary actions from the Institution, up to and including expulsion.*

**第五條：學院絕對免責與法律後果承擔**

**Article 5: Absolute Disclaimer of the Institution and Assumption of Legal Consequences**

- 法律後果自負 / Assumption of Sole Legal Liability:**

立書人明確同意，若因立書人個人因素、蓄意行為或疏忽，導致違反馬來西亞法律法規、移民局政策或校規，由此引發的一切法律後果、經濟賠償、刑事處罰及行政處分，均由立書人本人百分之百自行承擔。

*The Student explicitly agrees that if any violation of Malaysian laws, regulations, Immigration policies, or institutional rules occurs due to the Student's personal factors, wilful misconduct, or negligence, all resulting legal consequences, financial compensations, criminal penalties, and administrative sanctions shall be borne 100% solely by the Student.*

- 觸犯法律之行政後果與使領館通報 / Administrative Consequences and Embassy Reporting:**

立書人涉嫌違法犯罪或非法打工一旦被馬來西亞執法機關查獲，將面臨逮捕、拘留、罰款、有期徒刑、驅逐出境（Deportation）及永久禁止入境之處分。學院並有權將相關違規事實依法通報至立書人國籍所屬之駐馬來西亞使領館及國際執法機構。

*Once intercepted by Malaysian law enforcement agencies for suspected violations, crimes, or illegal employment, the Student will face penalties including arrest, detention, fines, imprisonment, deportation, and permanent entry ban. The Institution*

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*also reserves the right to report such violations to the embassy or consulate of the Student's home country in Malaysia and international law enforcement agencies.*

- **學院免責聲明 / Institution Disclaimer:**

學院 (IBS)、馬來西亞國立大學 (UKM)、項目運營主體及其關聯公司、董事、員工及招生渠道代理 (包括 X 公司)，不承擔任何因立書人個人違法違規行為所導致的連帶法律責任、經濟連帶賠償責任或協助開脫罪責之義務。

*The Institution (IBS), Universiti Kebangsaan Malaysia (UKM), program operating entities, their affiliates, directors, employees, and recruitment agents (including Company X) shall not bear any joint legal liability, joint financial compensation liability, or obligation to assist in exonerating the Student from guilt arising from the Student's personal unlawful conduct.*

- **學籍終止與財務不退還條款 / Termination of Student Status and Non-Refundable Financial Clause:**

一旦立書人被證實存在非法就業、違法犯罪、材料造假或嚴重逾期逗留之行為，學院有權在不退還任何已繳學費（包含首期學費、招生代理包乾費、簽證費、學校/X 公司行政成本、學雜費及自有平台服務費等所有固定與變動成本）的情況下，立即單方面取消立書人的 CMBA 錄取資格、終止學籍，並依法呈報馬來西亞高等教育部及移民局。

*Once the Student is proven to have engaged in illegal employment, criminal acts, material falsification, or severe visa overstay, the Institution reserves the right, without refunding any paid fees (including initial tuition, recruitment agent package fees, visa fees, administrative costs, sundries, and proprietary platform service fees, covering all fixed and variable costs), to immediately and unilaterally revoke admission status, terminate student enrollment, and legally report the matter to MOHE and Immigration.*

**第六條：申請材料真實性承諾與造假免責**

**Article 6: Commitment to Authenticity of Application Materials and Disclaimer for Falsification**

- **材料真實性保證 / Guarantee of Material Authenticity:**

立書人保證向學院、UKM、EMGS 及馬來西亞移民局提交的所有申請材料（包括學歷證明、成績單、語言成績、財力證明、護照資訊、體檢報告等）均真實、合法、完整且有效，絕無任何偽造、變造或隱瞞。

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*The Student guarantees that all application materials (including academic certificates, transcripts, language test scores, financial proof, passport details, medical reports, etc.) submitted to the Institution, UKM, EMGS, and Malaysian Immigration are authentic, legal, complete, and valid, without any falsification or misrepresentation.*

- **造假責任與免責 / Sole Liability and Disclaimer for Falsification:**

若立書人提供之任何材料被查明存在造假或違法行為，立書人須獨立承擔所有刑事罪責、行政處罰（如簽證撤銷、遣返、列入 EMGS 黑名單）及經濟賠償。學院與招生代理不承擔任何連帶責任。

*If any materials provided by the Student are verified to be falsified or unlawful, the Student shall solely bear all resulting criminal liabilities, administrative penalties (such as visa revocation, deportation, EMGS blacklisting), and financial compensations. The Institution and recruitment agents bear zero joint liability.*

**第七條：健康、意外安全與保險免責**

**Article 7: Health, Personal Safety, and Insurance Disclaimer**

- **個人安全與健康責任 / Personal Safety and Health Responsibility:**

立書人在馬來西亞期間，應對自身的個人安全、財物安全及健康狀況負完全責任。因個人疏忽、擅自離隊、違反安全指引或既有疾病所引發的意外傷害、疾病或財物損失，學院不承擔任何法律與賠償責任。

*The Student shall be fully responsible for their own personal safety, property, and health conditions while in Malaysia. The Institution assumes no legal or financial liability for personal injuries, illnesses, or property losses caused by the Student's negligence, unauthorized leave from groups, violation of safety guidelines, or pre-existing medical conditions.*

- **強制醫療保險 / Mandatory Medical Insurance:**

立書人同意並確認遵照馬來西亞規定購買足額之海外醫療與意外傷害保險，所有超出保險理賠範圍之醫療及救援費用均由立書人自行承擔。

*The Student agrees to maintain adequate overseas medical and personal accident insurance as required by Malaysian regulations. Any medical or emergency costs exceeding insurance coverage shall be borne solely by the Student.*

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**第八條：不可抗力與政策變更免責**

**Article 8: Force Majeure and Visa Policy Change Disclaimer**

- 外部不可抗力免責 / **Disclaimer for External Unforeseen Events:**

因不可抗力因素（包括但不限於天災、傳染病疫情、戰爭、政局動盪、馬來西亞移民局或高等教育部政策突發調整、簽證審查延誤或拒簽等）導致線下課程、實習或遊學行程取消、延期或調整，學院不承擔違約或賠償責任。

*The Institution shall not be held liable for breach of contract or compensation if offline courses, internships, or study tour itineraries are canceled, delayed, or altered due to force majeure events (including natural disasters, epidemics, wars, political instability, sudden policy changes by Malaysian Immigration/MOHE, or visa delays/refusals).*

**第九條：個人資料保護與合規授權**

**Article 9: Personal Data Protection and Authorization (PDPA)**

- 資料使用授權 / **Authorization for Data Processing:**

立書人授權學院、UKM 及合作機構依法收集、處理及向馬來西亞高等教育部（MOHE）、EMGS、移民局及執法機關提交立書人之個人資料，以供辦理簽證、學籍註冊及合規審查之用。

*The Student authorizes the Institution, UKM, and collaborative entities to collect, process, and submit the Student's personal data to MOHE, EMGS, Immigration, and law enforcement agencies in accordance with the law for visa processing, registration, and compliance verification.*

**第十條：管轄法律與爭端解決**

**Article 10: Governing Law and Dispute Resolution**

- 法律適用與管轄 / **Governing Law and Jurisdiction:**

本聲明書之簽署、效力、解釋及爭議解決，均適用馬來西亞聯邦法律（或學院註冊地法律）。若發生任何訴訟或爭議，立書人同意提交至學院註冊地或馬來西亞有管轄權之法院審理。

*The signing, validity, interpretation, and dispute resolution of this Statement shall be governed by the laws of Malaysia (or the jurisdiction of the Institution's incorporation). The Student agrees to submit to the exclusive jurisdiction of the competent courts in the Institution's registration location or Malaysia.*

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**第十一條：語言與文本效力**

**Article 11: Governing Language**

- 英文文本優先 / English Version Prevails:

本聲明書以中英文雙語撰寫。若中文文本與英文文本存在任何歧異、衝突或理解偏差，概以英文版本為依據並具有最終法律效力。

*This Statement is drafted in both Chinese and English. In the event of any discrepancy, conflict, or inconsistency between the Chinese and English versions, the English version shall strictly prevail and serve as the final legally binding text.*

**第十二條：跨境支付與禁止反向追討**

**Article 12: Cross-Border Payments and Prohibition of Chargebacks**

- 禁止金融拒付 / Prohibition of Chargebacks:

立書人明確同意並確認，若因違反馬來西亞法律、移民政策或本聲明書條款而被取消學籍，已繳納之所有費用均不予退還。立書人承諾不得透過其母國之金融機構、發卡銀行或跨境支付平台發起任何形式的反向追討、拒付（Chargeback）或付款爭議。

*The Student explicitly agrees and acknowledges that if enrollment is terminated due to violations of Malaysian laws, immigration policies, or terms of this Statement, all fees paid are non-refundable. The Student covenants not to initiate any chargebacks, payment disputes, or fund reversals through financial institutions, card issuers, or cross-border payment platforms in their home country.*

立書人已詳細閱讀、完全理解並同意上述所有條款之內容：

**The Student has thoroughly read, fully understood, and agreed to all the terms and conditions set forth above:**

學生簽名 / Student Signature: \_\_\_\_\_

護照姓名(拼音/英文)/ Full Name as per Passport: \_\_\_\_\_

國籍與護照簽發國 / Passport Issuing Country: \_\_\_\_\_

日期 / Date (DD/MM/YYYY): \_\_\_\_\_