

國立中興大學獸醫學院 112 學年度第 2 學期第 1 次院務會議紀錄 (網頁公告版)

時間：113 年 3 月 29 日 (星期五) 下午 12 時 30 分

地點：動物疾病診斷中心 211 會議室

主席：陳院長德勳

紀錄：陳霽琳

出(列)席人員：(略)

壹、宣布開會

貳、通過會議程序表

參、主席致詞暨院務報告：(略)

肆、前次會議決議案執行情形：洽悉。

伍、議案審查小組報告

陸、提案討論

提案編號：第一案

提案單位：院長交議

案由：與美國愛荷華州立大學臨床學生交換協議書，提請追認。

決議：通過。

◆通過與美國愛荷華州立大學臨床學生交換協議書(附件1)

提案編號：第二案

提案單位：院長交議

案由：「國立中興大學獸醫學院教師員額流通辦法」修正草案，提請審議。

決議：

一、選任教師代表候選人不需排除系所主管。

二、依本校教師員額管理辦法第6條規定，小組建議事宜經院務會議通過後實施。

三、授權院辦公室進行條文內容修正。

◆修正「國立中興大學獸醫學院教師員額流通辦法」(附件2)

提案編號：第三案

提案單位：獸醫系

案由：為鼓勵本系教師能參與實務教學門診，建請修正「國立中興大學獸醫學院教師升等(改聘)副教授/教授(學術著作)評審標準表」。

決議：支持臨床教師升等評審標準表修正案，請獸醫系通盤檢討相關辦法及表格後，再提完整版本。

柒、臨時動議：無。

捌、散會 (1 時 55 分)

**CLINICAL STUDENT EXCHANGE AGREEMENT
BETWEEN
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY
AND
NATIONAL CHUNG HSING UNIVERSITY**

This Clinical Student Exchange Agreement (“**Agreement**”) is entered into on _____, _____ (“**Effective Date**”) and is between Iowa State University of Science and Technology on behalf of its College of Veterinary Medicine, 1550 Beardshear Hall, Ames, IA 50011 USA (“**ISU**”) and National Chung Hsing University on behalf of its College of Veterinary Medicine, 145 Xingda Road, Taichung 40227, TAIWAN (“**NCHU**”).

I. PURPOSE

The purpose of this Agreement is to allow qualifying students from ISU and NCHU to participate in a clinical exchange program for a short period of time, generally in the form of joining clinical rotations at the host institution’s teaching hospitals and/or partner facilities for clinical training purposes and to observe, assist and participate in hands-on veterinary experiences (the “**Program**”).

For purposes of this Agreement, “**Home Institution**” means the institution from which the student intends to graduate and receive a degree. “**Host Institution**” means the institution at which the student will participate in a training program for a short period of time. “**Exchange Student**” means a student participating in the Program.

II. PROGRAM COORDINATORS; COMMUNICATION

The Program Coordinator for each institution shall be:

For ISU: Xiaoshuang Wei
xswei@iastate.edu (515) 294-1501

For NCHU: Ching-Chi Wang
locarwhave@nchu.edu.tw (886) 4-2284-0894#341

The Program Coordinators shall assist, or shall arrange for others to assist, Exchange Students with academic and cultural issues while at the Program Coordinator’s institution. Each party shall communicate in a timely manner with the other party’s Program Coordinator regarding matters relating to this Program, including but not limited to any student emergency, disciplinary problem or academic problem. In the event of a natural disaster, civil disturbance or other health or safety crisis that may impact ISU students participating the Program, NCHU shall inform the Program Coordinator and ISU’s Office of Risk Management at 001-515-294-7700. Similarly, if such a crisis may impact NCHU students participating the Program, ISU shall inform the Program Coordinator and NCHU Office of Student Affairs at 886-4-22855502.

III. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and shall continue for a period of five years. Either party may terminate this Agreement by giving not less than 90 days prior notice to the other party. Early termination of the Agreement will not alter the responsibility of the parties to carry out the terms of the Agreement with respect to any students who are participating

in the Program at the time notice of termination is provided.

IV. PROGRAM REQUIREMENTS

A. Program Objectives

The parties will mutually agree on the Program objectives and Program period.

B. Number of Exchange Students

Host Institution will accept up to 2 veterinary students from Home Institution each year. The parties shall review the Program annually for any imbalance in the number of Exchange Students and shall adjust the number of Exchange Students over the term of the Agreement to maintain a balance in the exchange.

C. Selection of Exchange Students

Each party shall nominate students to participate in the Program.

NCHU shall provide a list of nominated students to ISU 3 month(s) before the start of the Program. ISU shall provide a list of nominated students to NCHU 3 month(s) before the start of the Program.

The Home Institution shall continue to monitor the eligibility of admitted Exchange Students as they complete their studies at the Home Institution and notify the Host Institution if any admitted Exchange Student becomes ineligible to participate in the Program at the Host Institution.

D. Status of Exchange Students

Exchange Students participating in this Program are not eligible for academic credit at the Host Institution. During the Program, Exchange Students hosted by Host Institution shall have the status of trainee and are not to replace Host Institution staff. An Exchange Student shall not be deemed an employee of Host Institution while participating in the Program, shall not receive wages or benefits from Host Institution during the Program, including workers' compensation coverage, and is not entitled to employment with Host Institution upon the conclusion of the Program. Exchange Students are responsible for their own conduct and are encouraged to obtain professional liability insurance to cover their participation in the Program at Host Institution. Upon completion of the Program at the Host Institution, Exchange Students must return to the Home Institution.

E. Student Acknowledgments

Exchange Students hosted by Host Institution will be required to sign the acknowledgment attached as Attachment A or B to this Agreement to participate in the Program.

V. STUDENT SERVICES

A. Access to Resources

The Host Institution shall provide Exchange Students access to the same facilities and services available to other similarly-situated students at the Host Institution. The obligations of the parties set forth in this Agreement are limited to Exchange Students and do not extend to dependents.

B. Institution Information

Prior to the term of exchange, each party shall provide Exchange Students with copies of or weblinks to any policies or documents that the party expects Exchange Students to abide by while participating in the Program at the party's institution, including but not limited to applicable rules, regulations, policies, and institutional procedures and disciplinary policies. Each party shall also provide an on-site orientation to Exchange Students that includes information on the institution, local safety issues, and other topics mutually agreed upon by the parties.

C. Housing

The Host Institution shall assist Exchange Students in locating suitable housing accommodations. The host Institution shall provide the Home Institution with a description of the housing accommodation options available to Exchange Students. Neither party guarantees that housing on-campus will be available. Where Host Institution housing accommodations are available, Exchange Students must complete the relevant housing accommodation application by the Host Institution's stipulated deadline and pay the standard rate for housing. Host Institution housing is restricted to Exchange Students only and does not extend to dependents of Exchange Students. The host Institution represents that student housing accommodations meet or exceed local standards.

D. Visas

The Host Institution will provide Exchange Students with assistance and the documents needed to apply for nonimmigrant visas for their visit period at the Host Institution. Neither party guarantees the issuance of the required student visa by the host country.

E. Finances

The Program will not entail any monetary transaction between the parties. The host Institution may not charge Exchange Students tuition. Exchange Students will be responsible for timely payment for fees, supplies, housing, meals, passport and visa expenses and living and miscellaneous expenses. Expenses of dependents are the responsibility of Exchange Students.

VI. STUDENT CONDUCT

Exchange Students shall be subject to applicable Host Institution policies and rules and to applicable laws and regulations issued by government entities, including those that pertain to immigration. The Host Institution reserves the right to dismiss Exchange Students for violating its policies and rules or applicable laws of the host country. Students dismissed from the Program must immediately depart the Host Institution at their own expense. The dismissal of an Exchange Student shall not abrogate this Agreement nor the arrangements regarding other Exchange Students.

VII. TRANSCRIPT; STUDENT RECORDS

The Host Institution will not provide a transcript to the Exchange Student for participation in this Program. Upon Exchange Student request, the Host Institution may provide a letter to the Exchange Student certifying the Exchange Student's completion of the Program at the Host Institution. Neither institution may disclose student records except as required by this Agreement, as required by law or as otherwise authorized in writing by the Exchange Student. An institution may disclose such records to its employees with a need-to-know so long as the institution requires such employees to abide by the terms of this Agreement.

The Parties agree that all personal data will be properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international privacy laws,

such as the EU General Data Protection Regulation 2016/679 (GDPR). The Parties further agree to mutually cooperate to formalize any additional agreements regarding the transfer of personal data required by any such law.

VIII. PROMOTION; USE OF NAMES AND TRADEMARKS

Each party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its name and designated trademark(s) (the "Trademarks") to the other party solely for the promotion of the Program. Each time a party reproduces and/or republishes the other party's Trademarks it shall do so in a form identical to that provided by each party, without alteration. Each party shall use the other party's Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, no party shall use the other party's Trademarks without prior written consent of the other party. The parties acknowledge by this Agreement that they acquire no right, title or interest in and to the other party's Trademarks other than to use the Trademarks in accordance with the terms and conditions of this Agreement. A party may not assign, transfer or sublicense its right to use the other party's Trademarks without the prior written consent of other party. Requests for consent pertaining to ISU Trademarks shall be emailed to the ISU Trademark Licensing Office at trademark@iastate.edu. Requests for consent pertaining to NCHU Trademarks shall be emailed to the NCHU Secretariat Office at changyen@nchu.edu.tw.

IX. EQUAL OPPORTUNITY

In connection with this Agreement, neither party shall discriminate on the basis of race, color, ethnicity, national origin, religion, age, sex, pregnancy, marital status, sexual orientation, gender identity, genetic information, disability, status as a U.S. veteran or other legally protected status.

X. LIABILITY

To the extent permitted by applicable law, each party to this Agreement shall be responsible for the liabilities arising out of its own conduct and the conduct of its officers, employees and agents.

XI. DISPUTE RESOLUTION

The parties shall make a good faith effort to obtain an amicable resolution in the event of a dispute relating to this Agreement.

XII. NOTICE

Notices relating to this Agreement shall be in writing and shall be delivered by an internationally recognized carrier (e.g. Federal Express) or by e-mail to the other party at the address set forth below. Notice shall be deemed effective upon receipt.

Notices to ISU:
Dr. Ann Marie VanDerZanden
Associate Provost for Academic Programs
1550 Beardshear
515 Morrill Rd
Ames, IA 50011-2103 USA
Email: vanderza@iastate.edu

Notices to NCHU:

Dr. Chi-Chung Chou
Vice president, Dean of International Affairs
145 Xingda Road
Taichung 40207, TAIWAN
Email: ccchou@nchu.edu.tw

XIII. ENTIRE AGREEMENT; MODIFICATION

This Agreement (including any Addenda attached to this Agreement) is the entire contract between the parties. Unless otherwise specified in this Agreement, this Agreement supersedes all prior contracts or agreements between the parties relating to the Program. No modification of this Agreement will be effective unless it is in writing and signed by the parties.

XIV. WAIVER

A failure to enforce provisions of this Agreement in whole or part will not negate the Agreement or constitute a waiver to subsequently enforce the provisions at a future time.

XV. SEVERABILITY

If a court determines a provision of this Agreement is unenforceable, the provision shall be amended to the minimum extent necessary to render it enforceable. If such amendment is not possible, then the provision shall be disregarded and the remainder of this Agreement shall remain in effect. If, however, amending or disregarding the provision deprives a party of a material benefit intended to be conferred by this Agreement, then this Agreement shall be deemed terminated.

XVI. ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

XVII. RELATIONSHIP OF PARTIES

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Each party's employees providing services in connection with the Program shall remain the employees of the party and are not the employees or agents of the other party and are not entitled to any wages or benefits from the other party.

XVIII. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or liable for damages if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, including but not limited to, acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes of other's workforces, fires, floods, inclement weather, acts of God, pandemic, war, terrorism, civil disturbances, or acts of civil or military authorities.

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SIGNATURES

Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so. The parties consent to this Agreement being executed in any number of counterparts and delivered by electronic transmission in PDF format. The parties also consent (if applicable) to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (*e.g.*, DocuSign).

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

Ann Marie VanDerZanden
Associate Provost for Academic Programs
Office of the Senior Vice-President & Provost

Dr. Dan Grooms
Dean, College of Veterinary Medicine

Dr. Jared Danielson
Senior Associate Dean for Academic and Student
Program Success and Innovation

Xiaoshuang Wei
Program Coordinator

NATIONAL CHUNG HSING UNIVERSITY

Dr Chi-Chung Chou
Vice president, Dean of International Affairs

Dr. Ter-Hsin Chen
Dean, College of Veterinary Medicine

Dr. Jacky Peng-Wen Chan
Associate Dean, College of Veterinary Medicine

Ching-Chi Wang
Program Coordinator

ATTACHMENT A
Student Acknowledgment

In consideration for being permitted to participate in a clinical student rotation (“Program”) at Iowa State University’s College College of Veterinary Medicine (the “Facility”) I agree to the following:

- i) I will attend any orientation or other training required by Facility;
- ii) I will comply with all applicable rules, regulations, policies, and procedures of Facility;
- iii) I will wear appropriate Facility attire and badges;
- iv) I will be responsible for my own conduct and that it is recommended that I obtain professional liability insurance to cover any liability resulting from my acts or omissions; and
- v) I will respect the confidentiality of Facility’s records and sign any confidentiality agreement required by Facility.

I understand that if I do not comply with the above that the Facility may terminate my participation in the Program.

I understand that I am not an employee of ISU or Facility while participating in the Program and should not have any expectation of employment with Facility upon conclusion of the Program. I also understand that I will not receive wages or benefits as a result of my participation in the Program and I will not be covered by workers’ compensation in case of injury.

[Student Name]

Date

ATTACHMENT B
Student Acknowledgment

In consideration for being permitted to participate in a clinical student rotation ("Program") at National Chung Hsing University's College College of Veterinary Medicine (the "Facility") I agree to the following:

- i) I will attend any orientation or other training required by Facility;
- ii) I will comply with all applicable rules, regulations, policies, and procedures of Facility;
- iii) I will wear appropriate Facility attire and badges;
- iv) I will be responsible for my own conduct and that it is recommended that I obtain professional liability insurance to cover any liability resulting from my acts or omissions; and
- v) I will respect the confidentiality of Facility's records and sign any confidentiality agreement required by Facility.

I understand that if I do not comply with the above that the Facility may terminate my participation in the Program.

I understand that I am not an employee of NCHU or Facility while participating in the Program and should not have any expectation of employment with Facility upon conclusion of the Program. I also understand that I will not receive wages or benefits as a result of my participation in the Program and I will not be covered by workers' compensation in case of injury.

[Student Name]

Date

國立中興大學獸醫學院教師員額流通辦法第三條及第四條修正條文對照表

修正條文	現行條文	說明
<p>第三條 本院為調配院聘、各系所教師員額，應參酌各系所教師員額狀況及發展需求（各系所應訂定中期發展計畫）、學院整體發展規劃及學術發展趨勢辦理之。<u>本小組負責初審各教學(研究)單位教師員額及人力流通之建議事宜，經院務會議通過後實施。</u></p>	<p>第三條 本院為調配院聘、各系所教師員額，應參酌各系所教師員額狀況及發展需求（各系所應訂定中期發展計畫）、學院整體發展規劃及學術發展趨勢辦理之。</p>	<p>參考本校教師員額管理辦法第6條內容，將第4條「本小組負責.....之建議事宜」文字併入本條，並增加「，經院務會議通過後實施」。</p>
<p>第四條 本小組置委員7人，院長為當然委員兼召集人，並由院長邀請院外2名教師及經由院選舉教師代表4名組成之。</p> <p>院外委員任期由院長依需要聘任之。選舉委員任期1年，連選得連任一次。</p>	<p>第四條 <u>本小組負責初審各教學(研究)單位教師員額及人力流通之建議事宜。</u>本小組置委員7人，院長為當然委員兼召集人，並由院長邀請院外2名教師及經由院選舉教師代表4名組成之。<u>系所主管不得為教師代表。</u></p> <p>院外委員任期由院長依需要聘任之。選舉委員任期1年，連選得連任一次。</p>	<p>一、本條「本小組負責.....之建議事宜」文字併入第3條。</p> <p>二、修正系所主管可為選任教師代表候選人。</p>

國立中興大學獸醫學院教師員額流通辦法

96年09月13日院務會議通過

98年2月25日院務會議修正通過(第2、3條)

104年10月13日院務會議修正通過(2、6、7條、新增申請表)

106年9月14日院務會議修正通過(第5條)

111年3月29日院務會議修正通過(第1、5條)

113年3月29日院務會議修正通過(第3、4條)

- 第一條 國立中興大學獸醫學院（以下簡稱本院）為適當調配教師員額，充分運用教學資源，以利全院卓越之發展，特依據本校教師員額管理辦法第六條訂定本院教師員額流通辦法（以下簡稱本辦法）。
- 第二條 本院設置「教師員額管理小組」（以下簡稱本小組），院聘教師及本院各教學單位，如有下列情事之一者，向本小組提出員額調配申請，申請表如附表。
- 一、教師出缺（如退休、資遣或辭職等）。
 - 二、院、系所發展所需。
 - 三、系所整併。
- 第三條 本院為調配院聘、各系所教師員額，應參酌各系所教師員額狀況及發展需求（各系所應訂定中期發展計畫）、學院整體發展規劃及學術發展趨勢辦理之。本小組負責初審各教學（研究）單位教師員額及人力流通之建議事宜，經院務會議通過後實施。
- 第四條 本小組置委員7人，院長為當然委員兼召集人，並由院長邀請院外2名教師及經由院選舉教師代表4名組成之。院外委員任期由院長依需要聘任之。選舉委員任期1年，連選得連任一次。
- 第五條 小組開會時，各委員均應親自出席，應有委員三分之二以上出席始得開議，議案之通過應獲出席委員三分之二以上之同意。
- 第六條 本小組應邀請教師員額申請單位之主管列席說明。
- 第七條 本辦法經院務會議通過並報校長核定後施行，修正時亦同。