國立成功大學文學院 108 學年度第1學期第3次院務會議 紀錄

◎ 時間:109年1月9日(星期四)中午12時10分

◎ 地點:文學院會議室

◎ 出席:游素玲副院長、高美華主任、陳美朱老師(請假)、黃聖松老師(請假)、林幸慧老師、盧慧娟主任、閱慧慈老師、蔡美慧老師、羅勤正老師(請假)、翁嘉聲主任、王健文老師、許守泯老師(請假)、張勝柏老師、陳玉峯主任(蔣為文代)、吳玫瑛老師、楊芳枝老師、陳麗君老師(請假)、楊金峯所長、朱芳慧老師(請假)、劉益昌所長(鍾國風代)、鍾國風老師、秦嘉嫄主任、鄒文莉主任、林長寬主任

◎ 列席:蕭錦翠、邵碩芳、陳慧聰、外文系學生代表林軒平、歷史系學生代表林連宥、藝術所學生代表蘇煒聖、考古所學生代表陳奕斌

壹、頒獎

一、代人事室頒發感謝狀:

歷史系王健文教授:前擔任圖書館館長期間,協辦 107 年度校務評鑑,辛勞得力。 歷史系江達智副教授:代表本校參加中華民國大專院校 108 年度教職員工慢速壘球錦標賽,榮獲冠軍,為校爭光。

歷史系張宴菖助教:代表本校參加中華民國大專院校 108 年度教職員工慢速壘球錦標賽,榮獲冠軍,為校爭光。

貳、報告事項:

- 一、報告108學年度第1學期第1次及第2次院務會議決議案執行情形(議程附件1)。
- 二、主席報告:
 - (一)文學院 109 年度 1 月份月會即將登場,本次由考古所主辦,於 1/9(四)1600~1800 假考古所(力行校區紅樓)2 樓 R201 辦理,活動內容包含師生教研成果分享及考古學家的日常介紹等,歡迎各位老師踴躍參加。
 - (二)本院去(108)年度會議空間陸續整修完工,除修齊講堂加強地板防潮更新、牆面重新粉刷及舞台木地板重作暨布幕重製外,學術演講廳及會議室也在學校支持及總務處協助下,整體空間重修裝修設計,具有專題講座及國際研討會議辦理之規模,空間煥然一新,因此本院將配合修正相關場地的管理維護辦法,希望良好的管理維護,增加會議場地的有效利用。
 - (三)本院預計於 109/2/20(四)中午舉辦新春聚餐(地點:香格里拉),請各位主管及系所 老師同仁踴躍參加。
 - (四)請系所主管提醒所屬新進教師,如有相關學術論文等研究成果記得前往本校「學術成大」網站填寫登載學術研究成果。
- 三、各單位報告:請參閱議程書面資料(議程附件2)。

參、討論提案:

第1案 提案單位:文學院

案由:擬請通過台文系推選之「108 學年度第2 學期文學院教師評審委員會委員」遞補名 單。

說明:

- 一、台文系原院教評會委員謝菁玉教授將於108學年度第2學期休假研究,該系提請更換院教評委員,任期以補足所遺任期為限。
- 二、台文系推選108學年度第2學期委員遞補名單為:游勝冠教授(議程附件3)。

決議:照案通過。

第2案 提案單位:文學院

案由:擬修正「國立成功大學文學院會議室、修齊講堂及學術演講廳管理辦法」,提請討論。 說明:

- 一、配合108年度本院會議室、修齊講堂及學術演講廳整修竣工,場地煥然一新,為有效管理及維護所屬場地空間,擬修正案揭辦法。
- 二、檢附修正草案條文對照表及現行條文(議程附件4)。

決議:修正後通過,如附件1(記錄頁5-7)

第3案 提案單位:中文系

案由:擬修正「國立成功大學中國文學系系主任推選辦法」第五條條文,提請討論。 說明:

- 一、中文系108年5月8日陳請校長圈選新任系主任時,經人事室會簽意見略以:「系主任 不適任案之行使,與本校組織規程第二十八條之一規定不符,...請儘速修訂之」。
- 二、本校組織規程第二十八條之一規定:

系(所)主管續聘應經系(所)務會議代表三分之二以上出席,三分之二以上決議,或依該系主任(所長)推選辦法規定,按行政程序報請校長續聘之;若系(所)主管未獲同意續聘,則依各該系主任(所長)推選辦法規定重新遴選。

系(所)主管在任期間如發生重大事件致有不適任之虞者,由系(所)務會議代表二分之一以上或全系(所)教師二分之一以上連署提案,經系(所)務會議代表三分之二以上出席,出席代表三分之二以上議決通過,報請校長核定,解除其系(所)主管職務。

三、查中文系現行第五點有關不適任案之規定(如下),與上開本校組織章程規定不合,爰 依人事室意見進行修正。

現行條文第五點、不適任案之行使:

本系系主任不適任時,經本系系務會議代表(專任教師)二分之一以上連署,向系教評會提出, 由系教評會提請系主任於兩週內召開系務會議。經本系系務會議代表(專任教師)三分之二以 上成員出席,並獲出席人數三分之二以上同意時方成立。不適任案成立後,本系教評會應於 一週內報請院、校,終止其系主任職務。

四、檢附中文系系務會議紀錄(108.10.1)、修正草案對照表及現行條文(附件5,議程頁23-26)。

決議:

- 一、有關系主任不適任時之會議召開程序,建議可參考其他系所之規定及作法。
- 二、本案先撤回,俟中文系內部討論修正後,另提會審議。

第4案 提案單位:外文系

案由:擬修正「國立成功大學外國語文學系系主任推選辦法」,提請討論。

說明:檢附外文系系務會議紀錄(108.5.30)、修正草案對照表及現行條文(附件 6,議程頁 27-32)。

決議:

- 一、修正條文第九條系主任推選程序內文有矛盾之處,請重新檢視。
- 二、本案先撤回,俟外文系內部討論修正後,另提會審議。

第5案 提案單位:外語中心

案由:擬修正「國立成功大學文學院外語中心設置辦法」,提請討論。

說明:

- 一、因應本校成鷹計畫於107學年度由外文系轉入外語中心,中心業務內容含人事聘用、 課程規畫及經費支應等項目均有所變動,故擬修正「國立成功大學文學院外語中心 設置辦法」。。
- 二、檢附外語中心諮詢委員會議紀錄(108.11.06)、修正草案對照表及現行條文(附件7, 議程頁33-36)。

決議:修正後通過,如附件2(記錄頁8-9)

第6案 提案單位:考古所

案由:考古所擬與加拿大紐芬蘭紀念大學(Memorial University of Newfoundland)簽訂學術合約,提請討論。

說明:

- 一、考古所左星樺老師為執行希臘考古發掘計畫,建議本校及考古所與加拿大 Memorial University of Newfoundland (紐芬蘭紀念大學)簽訂(1)校級合作備忘錄及(2)系所級交換生協議。
- 二、上開校級合作備忘錄部分,經考古所與本校國際合作組討論,將由該組簽請學校簽訂校 級合作備忘錄。併附本校與 Memorial University of Newfoundland 簽訂 Memorandum of Understanding 合約內容供參考。
- 三、至系所級交換生協議,交換生範圍為考古所學生及紐芬蘭紀念大學之學生,交換學生須 為正式註冊1學期或1學年之學生,惟是否錄取仍視雙方審核結果而定。
- 四、有關系所級交換生協議,考古所已先請國際合作組及法制組確認合約內容,惟因紐芬蘭 紀念大學方已完成合約簽署,簽約人職級為該校 Provost and Vice-President (Academic), 為尊重對方要求之對等簽約層級,經詢問國際處國際合作組,將簽請我方由張俊彥副校 長為簽約人,並於簽文內容註明實際執行單位及協調事宜由考古所人員擔任。
- 五、檢附考古所所務會議暨課程委員會聯席會議紀錄(108.11.7)、系所級交換生協議及校級合

作備忘錄內容草案 (附件8,議程頁37-47)。

決議: 照案通過, 如附件 3 (紀錄頁 10-16)。

第7案 提案單位:考古所

案由:考古所擬與加拿大蒙特婁大學(Université de Montréal)簽訂學術合約,提請討論。 說明:

- 一、考古所左星樺老師為執行希臘考古發掘計畫,建議該所與加拿大 Université de Montréal (蒙特婁大學)簽訂 Memorandum of Agreement。
- 二、本案合約內容雖屬系所級合約,然為尊重蒙特婁大學方要求須有校-院-系三層級之簽約人, 經考古所再與國際處國際合作組確認,有關考古所與加拿大蒙特婁大學學術合約,校級 簽署將簽請張俊彥(Jang-Yang Chang)副校長(行政副校長 Executive Vice President)且同時 由張俊彥副校長—陳玉女院長—劉益昌所長為簽約人,雙方並再增加合作研究之計畫主 持人簽約層級。
- 三、檢附考古所所務會議暨課程委員會聯席會議紀錄(108.11.7)、合約內容草案 (附件 9,議程頁 48-58)。

決議:照案通過,如附件4(紀錄頁17-26)。

參、臨時動議:無。

肆、散會:下午2時15分。

國立成功大學文學院會議室、修齊講堂及學術演講廳管理辦法 修正草案

86 學年度第 2 學期第 1 次院務會議修正通過 88 學年度第 2 學期第 2 次院務會議修正通過 89 學年度第 2 學期第 3 次院務會議修正通過

修正名稱 現行名稱 說明 國立成功大學文學院會議室、修齊講堂及 文學院學術演講廳、修齊講 修正法規名稱之場地 堂、會議室管理辦法 中	
學術演講廳管理辦法	
修正規定 現行規定 説明 一、國立成功大學文學院(以下簡稱本院) 為有效管理及維護所屬場地空間,依國 立成功大學場地設備收支管理要點,訂 定本辦法。 二、本院會議室(又名影樹堂)為本院召開會 一、學術演講廳、修齊講堂、會 一、點次變更。	也順
一、國立成功大學文學院(以下簡稱本院) 為有效管理及維護所屬場地空間,依國 立成功大學場地設備收支管理要點,訂 定本辦法。 二、本院會議室(又名影樹堂)為本院召開會 一、學術演講廳、修齊講堂、會 一、點次變更。	
為有效管理及維護所屬場地空間,依國 立成功大學場地設備收支管理要點,訂 定本辦法。 二、本院會議室(又名影樹堂)為本院召開會 一、學術演講廳、修齊講堂、會 一、點次變更。	
立成功大學場地設備收支管理要點,訂 定本辦法。 二、本院會議室(又名影樹堂)為本院召開會 一、學術演講廳、修齊講堂、會 一、點次變更。	系依
定本辦法。 二、本院會議室(又名影樹堂)為本院召開會 一、學術演講廳、修齊講堂、會 一、點次變更。	
二、本院會議室(又名影樹堂)為本院召開會 一、學術演講廳、修齊講堂、會 一、點次變更。	
丁州 次 中海 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
議武辦理小刑學術活動使用,原則不宜	
	引應
外借;惟不影響本院會議活動下,得視 集會、會議或學術活動使 臨時會議或活動	
活動性質提供本院各系所及所屬單位 用。 要,故以不外借	
借用。 原則,特殊情形	
借用本院會議室請逕洽院辦公室。 可洽院辦公室。	,
三、本院修齊講堂及學術演講廳,以提供院 一、本點新增。	
內外各單位舉辦學術性活動為主,一般 二、移列並修正原第	5一
性活動為輔: 點有關係齊講堂	
(一)學術性活動:國內外學術會議、研	
<u> </u>	C/14
在寸作卿于你也勤	女旅
練、表演藝術等相關活動。 講堂經 108 年度	
修齊講堂得提供學校通識課程或院	
內系所單位課程使用,不受上開非例行 性教學課程限制,惟應於開學前提出申 議驗理之提出制	
善	-
模,基於適當管	产理
維護需要,爰明	目訂
活動使用性質。	,
二、本院各系所舉辦之學術活動 本點有關借用程序音	ß
或重要集會,會議使用時, 分,移列於修正後第	气七
請填寫使用申請表,依程序點統一規定。	
經過院長核准後,登記使	
用。	
三、本院各系所以外其他單位借 本點有關借用程序音	ß
用時,應以公函洽借,經院 分,移列於修正後第	气七
長同意後方可登記使用。點統一規定。	
四、本院修齊講堂及學術演講廳開放借用時 四、本院各系所上班時間舉辦活 本點規範開放借用時	手

間為週一至週六,開放使用時段如下:

- (一)上午 8 時至 12 時。
- (二)下午 13 時至 17 時。
- (三)晚上 18 時至 22 時。

本院各系所及所屬單位有特殊情形須 於週日或國定假日借用者,得專案請 院長核准後始得借用。

動,不收取費用。至於非本 間,原第二項場地費部 院單位則酌收場地費。

每日分上午(8:00~12:00)、 八點規定。 下午(13:00~17:00)及晚上 (18:00~22:00) 等三時段。

- * 學術演講廳:上班時段為 三千元,晚上時段為四 千元,例假日每時段為 五仟元整。
- * 修齊講堂:上班時段為五 千元,晚上時段為六千 元,例假日每時段為七 千元整。
- * 會議室:每時段收費三千

不足一時段則以一時段計。 加班費一小時300元。

分,移列於修正要點第

五、本院各系所單位所舉辦之會議、活動以 不收費為原則,惟如所舉辦之會議、活 動有對外收費或有關計畫已編列場地費 用,得酌收場地使用費。

本校其他單位或校外單位借用場地,應 收取場地使用費,但特殊情形經院長核 准者,得免收或酌減費用。收費標準如 下(營業稅內含):

	會議室	修齊講堂	學術演講廳
	(1 時段	(1 時段	(1 時段
	4 小時)	4 小時)	4 小時)
校外 單位	3000 元	4000 元	5000 元
校內 單位	1500 元	2000 元	2500 元

備註:不足一時段以一時段計費。

- 一、原第四點第二項場 地費用移列本點。
- 二、本院場地空間整修 後,已具專題講座 及國際會議場地規 模,配合修正場地 費,希增益校內其 他單位或校內外單 位學術/大型活動使 用,挹注經費供未 來場地設備維護及 人事經費自給自足 之目標。
- 三、因修齊講堂亦提供 一般教學課程及活 動彈性使用,且考 量該場地位置,爰 酌予調降費用,期 增加使用率。

六、為有效管理本院場地空間,借用單位須 於活動預定日至遲兩周前至本校「行政 E化系統」提出線上申請,並檢附活動 相關文件,經同意後始得借用。 若活動取消或延期,借用單位應至遲於 活動前三日通知本院辦理變更作業,否 則停權半年,所收費用不予退還。 如因不可抗力事由致未能於活動前三日 通知者,不在此限。

- 一、原第二點借用程序 移列本點。
- 二、配合學校場地E化 系統管理,除本院 會議室借用逕洽院 辨公室外,一律採 線上申請,經同意 後使用借用。

七、借用單位須於活動開始一週前,以現 金、支票或匯款方式繳清場地使用 費。 八、借用單位使用場地時,應遵守下列規	五、借用單位應注意用電安全,	本點新增,規範場地費 應於活動開始一週前繳 納。 一、原第五、六、七點
定: (一)維護使用期間之公共秩序、安全維 護及場地整潔,且不得於牆壁張貼 海報或紙張。 (二)校內單位或社團不得假借舉辦活動 為由,代校外單位或團體申請場地 借用。	使用視聽器材應洽管理人員 接電,不得擅自接引電源。 六、借用單位對所有設備,應善 加愛護,所謂實用,並請勿 隨便搬動,若有損壞,應負 責賠償。	併修正於本點。 二、增訂第(二)款有關 校內單位或社團不 得代校外單位或團 體申請借用場地之 規定,避免本院空 間管理上之困擾。
(三)借用單位申請活動名稱與活動內容 明顯不符,本院得立即停止其使 用,已收取費用不予退還。 (四)各項設備使用應妥善愛惜維護,如 有違規使用或損壞設備等情形,借 用單位應予修護或賠償。	七、借用單位應負責維護場地之 整潔,並不得在牆壁上張貼 海報、紙張。	
九、本院收取之場地使用費應專款專用,作 為本院場地設備之維護及相關人事費 用。		一、本點新增。 二、增訂本院場地使用 費專款專用原則。
十、本要點經院務會議通過,送請校長核定 後實施,修正時亦同。		本點新增,增列法規(含 修正)過程序。

國立成功大學文學院外語中心設置辦法修正草案對照表

	修正條文		現行條文	說明
	97.06.18 訂定並提主管會議審議通過 97.10.15 校務發展委員會會議審議通過 97.10.29 校務會議審議通過 99.06.23 校務會議審議通過 <u>XX.X 校務會議審議通過</u>		97.06.18 訂定並提主管會議審議通過 97.10.15 校務發展委員會會議審議通過 97.10.29 校務會議審議通過 99.06.23 校務會議審議通過	
	國立成功大學(以下簡稱本校) 為落實語言教學,強化學生外 語能力及國際競合力,依據本 校組織規程第十條規定,設立 「文學院外語中心」(以下簡 稱本中心),並訂定本辦法。	第二條	為因應本校國際化需求, 依據本校組織規程第中心」 設立「簡稱本中心」 (以下簡稱本中心,並學院外語中心設置辦法」。 院外語中心設置辦法)。 (以下簡稱本辦法)。 本中心之任務為發展部	文字修正。
	及學術研究,職掌如下: 一、規劃及開設本校外語必/選修課程。 二、辦理各類推廣教育及外語進修班課程。 三、實施各類外語能力檢測。 四、推動語言學習相關之研究、教材、檢測及師資培訓課程研發等工作。 五、推動跨文化相關之學生活動。 六、提供英文論文校稿服務。 七、其他相關事項。		教學不完善 是 與 與 與 與 與 與 與 與 與 與 與 與 與 與 與 與 與 與	二、調整本中心之任務事項,並新增第五、七款。
第三條	因業務推廣需要,本中心置主任一人,綜理中心業務。由文學院院長推薦文學院專任助理教授以上教師,陳請校長聘任,任期三年,得續聘一次。本中心因教學、行政業務需要,以自籌經費進用編制外人員為原則。		因業務推廣需要,本中心 置主任一人教授 等一人教授 等一人, 等 等 等 等 等 等 等 等 等 等 等 等 等 等 等 等 等 等 等	明定本中心主任之遴聘程序。
第四條	本中心為因應本校外語必/選 修課程之開設,得聘請外語教 學專門人才擔任專案教師或兼 任教師。教師聘任依本校相關 規定辦理。			一、本條新增。 二、明定本中心為協助 本校外語必/選修課 程之開設,得聘請 語言教學門人才擔 任專案教師或兼任 教師。

第五條 本中心為因應本校推廣教育	=	一、本條新增。
發展,得聘請資格符合之教		二、明定本中心為因應
協助推廣教育課程,其聘任	 "	本校推廣教育之發
「國立成功大學辦理推廣教		展,得聘請資格符
實施辦法」規定辦理。		合之師資擔任推廣
		教育課程。
第六條 本中心規劃與開設外語必/選	第四條 中心之經費收支,以自給	一、條次調整。
修課程所需之專案教師、兼	<u>E</u> 自足為原則,並接受外語	二、依本中心開課課程
教師、專案工作人員、行政	性 中心諮詢委員會之指導。	現況區分為外語必/
務及推動學生學習活動等所	<u> </u>	選修正式課程與推
費用,由本校學生修習外語	<u> </u>	廣教育外語進修班
/選修課程學分費中提撥一定		課程,前者所需經
比例支應。		費明定由外語課程
		學分費支應,後者
		則由本中心自給自
		足。
第七條 本中心推廣教育外語進修課	<u> </u>	一、本條新增。
所需經費,以自給自足為原		二、明定推廣教育外語
則。		進修班課程所需經
		費,由本中心自給
		自足。
第八條 本中心定期召開中心會議,	a	一、本條新增。
主任擔任召集人,邀請專案:	_ 女	二、明定本中心設中心
師及專案工作人員討論教學	,	會議之組成及任
推廣及其他相關事宜。		務。
第九條 本中心得設「外語中心教師		一、本條新增。
評審委員會」,處理教師之		二、明定本中心得設外
教學評量、聘任、聘期、停		語中心教師評審委
聘、不續聘、資遣原因認		員會及其任務。
定、升等及學術研究等事		只自入六 在初
宜,其設置要點另訂之。		
五 六、以且文加力的~		
第十條 本中心設諮詢委員會,提供	果	一、本條新增。
程規劃與中心發展相關事項		二、明定本中心設諮詢
諮詢,置委員五至七人,由	_	委員會組成及任
任遴選校內外專家學者,薦	-	務。
文學院院長聘任,並由主任:	-	
任召集人。	_	
		1 15 80 124
第十一條 本辦法如有未盡事宜,依本		一、本條新增。
校相關規定辦理。		二、明定本辦法未盡事
		宜,得適用本校其
		他規定,以資周
		全。
第十二條 本辦法提經校務會議通過後		條次調整。
實施,修正時亦同。	後實施,修正時亦同。	

AGREEMENT FOR THE EXCHANGE OF STUDENTS Under the MEMORANDUM OF UNDERSTANDING

BETWEEN

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

AND

[COLLEGE OF LIBERAL ARTS/INSTITUTE OF ARCHAEOLOGY] NATIONAL CHENG KUNG UNIVERSITY

PREAMBLE

Memorial University of Newfoundland, St John's, NL, Canada (hereafter referred to as MUN), and National Cheng Kung University, Tainan, Taiwan (hereafter referred to as NCKU), hereby agree upon the following terms and conditions as set forth in this Student Exchange Agreement.

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- "Exchange Student" at MUN and at NCKU means a Visiting Student who is registered for academic courses at the Host Institution and who is approved to pay specific fees to the Home Institution and have these fees waived at the Host Institution.
- "Home Institution" means the sending institution from which Visiting Students are coming as well as the institution from which those students intend to graduate.
- "Host Institution" means the receiving institution to which Visiting Students are applying for admission under this agreement.
- "Semester" at MUN means a period of approximately fourteen consecutive weeks during which there are at least twelve weeks of lecture. Normally the Fall Semester commences in early September, the Winter Semester in early January, and the Spring Semester in early May. "Semester" at NCKU means a period of approximately twenty-six consecutive weeks during which there are at least eighteen weeks of lecture. Normally the Fall Semester commences in early August, and the Fall Semester in early February.
- "Visiting Student", for the purposes of this Agreement, means a student who is registered in good standing in an academic program at another recognized institution who is seeking admission to the Host Institution for an agreed upon number of Semesters, or parts thereof, for the purposes of

completing courses for transfer back to their Home Institution or to conduct research under the supervision of a faculty member.

PURPOSE

1. The purpose of this Agreement is to promote scholarly exchange and international understanding by stimulating and supporting academic and intercultural activities between students from MUN and NCKU.

Coordination

- 2. Facilitation of Exchange Agreement activities will be the responsibility of:
 - Internationalization Office, MUN and
 - International Relations Division, NCKU
- 3. Initial coordinators will be
 - Sonja Knutson, Director Internationalization Office
 - Weili Teng 鄧維莉, Senior Executive Manager, International Relations Division (IRD)

Exchange Students

- 4. Undergraduate and graduate student exchanges may be considered on a Semester basis for up to one academic year (at MUN, September 1 to August 31; at NCKU, August 1 to July 31), although special consideration can be made in the case of graduate students to extend the period of exchange on a case-by-case basis. The following conditions apply to all Exchange Students:
 - a. Exchange Students shall meet all application, admission, and registration requirements of the Host Institution, including those related to proof of English proficiency satisfactory to the Host Institution or other language of instruction at the Host Institution, and provision of official transcripts or other required documents. The Host Institution retains the right to accept or reject a student.
 - b. All Exchange Students will register at their Home Institution, and pay those tuition and other fees required by the Home Institution. Tuition, application, student ancillary fees (except medical insurance fees) are waived at the Host Institution for each Exchange Student.
 - c. Unless otherwise agreed in writing between the institutions, Exchange Students are responsible for all other arrangements and costs, including but not limited to those associated with travel, accommodations, meals, immigration/visa requirements, medical insurance, mandatory fees, and incidental costs.
 - d. Those coming to MUN will be automatically enrolled in the mandatory foreign health insurance plan upon course registration. Non-Canadian health or medical insurance coverage will not be accepted as an alternate insurance by MUN. Students may NOT opt out of the mandatory foreign health plans.
 - e. Approval for admission as an Exchange Student under this Agreement, determination of course loads, and selection of courses will be determined by mutual consent of the exchange coordinators and is subject to the approval of the associated academic units at the Host Institution.

- f. The full range of services normally available to fee-paying international students will be provided by both institutions to the Exchange Students. These include academic advising, assistance (other than financial) in finding local living accommodations and access to academic and recreational facilities.
- g. Each institution reserves the right to limit the number of Exchange Students accepted in any given year.
- h. Where necessary, requirements for study in a specific academic unit shall be provided as attachments to this Agreement.
- 5. While each institution shall try to exchange the same number of students in a given year, neither institution is required to do so. If/when either institution does not designate any qualified students it will not affect the sending of the other institution's students, since both institutions agree to operate the exchange on the basis of overall reciprocity. Nevertheless, either institution may, for operational purposes, limit the number of students accepted in a given year.
- 6. All Exchange Students shall be subject to the academic and code of behaviour regulations of the Host Institution. All Exchange Students shall, within reasonable limits, attempt to represent their Home Institution and country in the host community to the best of their ability.
- 7. If a student is not permitted to continue at the Host Institution in accordance with the regulations referenced in #6 above or due to other exceptional circumstances, the Host Institution will notify the student's Home Institution and ask said student to return to his/her Home Institution. All costs associated with an early departure under these circumstances will be the responsibility of the student.

Visiting Research Students

- 8. Both institutions will facilitate short-term visits for students interested in carrying out research by admitting visiting research students.
- 9. Students at either the graduate or undergraduate level, registered at the partner institution, may enrol as a visiting research student at MUN, subject to the approval of the head of the associated academic unit and provided a MUN faculty member is willing and able to supervise that student. Students at the graduate level must register for the specified graduate student program in accordance with the policy and regulations governing visiting research students at the School of Graduate Studies. Students must pay health insurance fees but are exempt from paying graduate tuition fees and other related student fees if they are not required for other courses. Students at the undergraduate level should contact the coordinator of the agreement.
- 10. Students at either the graduate or undergraduate level, registered at the partner institution, may enrol as a visiting research student at NCKU, subject to the approval of the head of the associated academic unit and provided a NCKU faculty member is willing and able to supervise that student. Students at the graduate level must register for the specified graduate student program in accordance with the policy and regulations governing visiting research students at the School of Graduate Studies. Students must pay health insurance fees but are exempt from paying graduate tuition fees and other related student fees if they are not required for other

courses. Students at the undergraduate level should contact the coordinator of the agreement.

11. Intellectual Property

- a. Any intellectual property arising out of the work done by the Visiting Student while at the Host Institution shall belong to the Visiting Student and the Home Institution in accordance with any relationship the Visiting Student and the Home Institution have in place. The Host Institution shall not permit any Visiting Student to participate in any research at the Host Institution that is the subject of any third party contract without first obtaining the written consent of the Home Institution.
- b. Where a Visiting Student creates, develops or conceives of intellectual property jointly with any person employed by the Host Institution, the Host Institution and the Visiting Student (subject to the oversight of the Home Institution) shall each grant to the other a royalty-free, perpetual, non-exclusive right to use such intellectual property for educational, academic and research purposes.

Other Students, including Visiting Students

- 12. A student wishing to undertake study (undergraduate or graduate) at the Host Institution as a visiting or transfer student will be subject to all of the Host Institution's regulations and policies including, but not limited to, those governing admission, registration, recognition and transfer of credit, housing, and fees. Such students will be required to pay all required fees, including application, tuition, incidental, recreation, travel, housing, Visa, medical insurances, and other fees and to arrange all necessary Visas and required medical insurances. The Host Institution will attempt to accommodate such students in on-campus housing; however, this is not guaranteed.
- 13. Where necessary, requirements for study in a specific academic unit shall be provided as attachments to this Agreement.

GENERAL

- 14. In respect of recorded information about an identifiable individual that each institution may collect or compile or use as a result of this Agreement ("personal information"), each institution shall have in place reasonable measures to:
 - ensure the security of the personal information;
 - ensure the personal information is used only for the purpose of fulfilling this Agreement;
 - ensure the personal information is disclosed only if authorized by law or for the purpose of fulfilling this Agreement;
 - make available to the other institution such information to evidence that it is complying with its obligations pertaining to personal information;
 - promptly notify the other institution of a breach of the aforementioned measures.

- 15. NCKU acknowledges that MUN is subject to the requirements of the *Newfoundland and Labrador Access to Information and Protection of Privacy Act, 2015, SNL 2015 Chapter A-1.2.*, as amended from time to time, and agrees to provide all necessary assistance as may be reasonably requested by MUN to enable MUN to comply with its obligations under that Act, if applicable.
- 16. Notwithstanding anything else herein, nothing in this Agreement shall prevent either party from producing documents or disclosing information that is required by law to be produced or disclosed.
- 17. Permission is given to NCKU to use the official marks of Memorial University of Newfoundland, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the exchange program between the institutions; provided, however, the partner institution shall comply with MUN's guidelines with respect to such use as set out at http://www.mun.ca/marcomm/brand/standards/logos/memorialslogo.php
- 18. Permission is given to MUN to use the official marks of National Cheng Kung University, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the exchange program between the institutions; provided, however, the partner institution shall comply with NCKU's guidelines with respect to such use as set out at https://web.ncku.edu.tw/p/412-1000-18098.php?Lang=zh-tw
- 19. This Agreement and all documents directly or indirectly related thereto are to be drawn up in English and [insert additional languages]. In the event of any inconsistency, the English version shall apply and be binding upon the parties.
- 20. No party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders from government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Agreement.
- 21. This Agreement and the subject matter hereof shall be governed by, construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein (without consideration to any conflict of law rules).
- 22. All notices, requests or other communications ("Notices") required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be delivered to the institutions respectively as follows:

If to MUN: Sonja Knutson, Director Internationalization Office, Memorial University of Newfoundland 57 Allandale Road Corte Real Building, Burton's Pond, Room 2001 St. John's, NL CANADA A1B 3S7 Phone 709 864 3288 Fax 709 864 4330

If to NCKU:

Weili Teng 鄧維莉, Senior Executive Manager International Relations Division (IRD), National Cheng Kung University No.1, University Road Tainan City 701, Taiwan (R.O.C.)

Tel: +886-6-2757575 ext.50961 Email: wlteng@mail.ncku.edu.tw

- 23. In order for any such Notice to be effective, it will be delivered by courier or facsimile addressed to the Party for whom the Notices are intended at the above-mentioned address and will be deemed to have been received on the date of delivery, if delivered by courier, and on the next business day following the electronic confirmation of the successful transmission of the facsimile, if sent by facsimile. The address of a party may be changed by notice in the manner set out in this section.
- 24. The parties will use their best good faith efforts to resolve any dispute arising with respect to this Agreement. The parties may by mutual consent agree to hold meetings or take any other steps including the appointment of a mediator in an attempt to resolve the dispute.
- 25. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the other party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.
- 26. Clauses 14 and 25 survive the expiration or termination of this Agreement.
- 27. Neither party shall assume any financial obligations under this Agreement except as specifically provided for. This Agreement does not create an obligation for either party to provide resources necessary to carry out any part of this Agreement except as approved of by the party responsible for providing those resources.
- 28. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.
- 29. This Agreement is effective for a period of 5(five) years from the date this Agreement is signed by both parties. This Agreement may be terminated by either party for convenience on the provision of 60 days' notice to the other party. The expiration or termination of this Agreement shall not interrupt activities that are already ongoing at its expiry or termination, including

exchanges in progress or the exchange of students that had already been selected for exchanges before the expiration or termination of the Agreement.

In Witness of the terms of this Agreement, our signatures are affixed:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND	NATIONAL CHENG KUNG UNIVERSITY	
Dr. Noreen Golfman Provost and Vice-President (Academic)	NAME TITLE	
Date: 22 July 2019	Date:	





MEMORANDUM OF AGREEMENT

ON ACADEMIC AND RESEARCH COOPERATION FOR THE

"TOUMBA SERRES ETHNO-ARCHAEOLOGICAL PROJECT", IN GREECE (2020-2024)

("Agreement")

BETWEEN

NATIONAL CHENG KUNG UNIVERSITY, a legal person duly constituted, having its registered office at No.1, University Road, Tainan City 701, Taiwan, herein represented by Executive Vice President, Dr. Jang-Yang Chang, by the Dean of the College of Liberal Arts, Yuhneu Chen, and by the Director of the Institute of Archaeology, College of Liberal Arts, Liu Yi-Chang, duly authorized as stated,

Hereinafter referred to as "NCKU",

AND

UNIVERSITÉ DE MONTRÉAL, a legal person duly constituted, having its registered office at 2900 boul. Édouard-Montpetit, Montréal, Québec, Canada, H3T 1J4, herein represented by Vice-Rector, International Affairs and Francophonie, Guy Lefebvre, by the Dean of the Faculty of Arts and Science, Frédéric Bouchard, and the Director of the Department of anthropology, Guy Lanoue, duly authorized as stated,

Hereinafter referred to as "UdeM"

Hereinafter referred to individually as the "Party" and together the "Parties".

PREAMBLE

WHEREAS the Parties are institutions whose missions are research and teaching;

WHEREAS the Parties wish to promote the exchange of scientific and cultural knowledge between their respective teaching and research faculty and between their students;

WHEREAS the Department of anthropology of the Faculty of Arts and Science of UdeM offers study programs in the field of anthropology and that many professors and researchers attached to this Department work in particular in the field of archeology;

WHEREAS the Institute of Archeology of the College of Liberal Arts of NCKU offers study

programs in the field of archeology and the professors and researchers attached to this Institute work in particular in archeology fieldwork and cultural resource management;

WHEREAS the "Toumba Serres ethno-archaeological project" in Greece (2020-2024) is under the responsibility of NCKU professor Nicolas Zorzin;

WHEREAS UdeM students could benefit from a students' mobility programme with NCKU on this particular project;

WHEREAS Prof. Nicolas Zorzin (NCKU), principal project co-director, will enter into a research collaboration with Prof. Christian Gates St-Pierre (UdeM), project co-director, on this particular project;

THE PARTIES AGREE AS FOLLOWS:

Part 1: ACADEMIC COLLABORATION FOR THE TOUMBA SERRES ETHNO-ARCHAEOLOGICAL PROJECT, IN GREECE (2020-2024)

1. PURPOSE

The general purpose is to establish specific educational relations and cooperation between the Parties in order to promote academic linkages through the "Toumba Serres ethno-archaeological project", a research project conducted on a Neolithic archaeological site in Macedonia, Northern Greece.

For students, the purpose of this agreement is to enable students from UdeM to enroll in the "Toumba Serres ethno-archaeological project" at NCKU for activities equivalent to 3 academic credits. It is up to the UdeM to determine the equivalencies it will grant its Students for courses taken at the NCKU.

For faculties, the purpose of this agreement is to promote exchanges, collaborative research, diversify the international curriculum of the institutions, and other educational developments.

2. STUDENTS' MOBILITY

2.1 NUMBER

UdeM is prepared to send a maximum of 5 students per archaeological season.

2.2 QUALIFICATIONS

Each student should demonstrate his/her academic proficiency by a certified transcript. UdeM shall choose applicants with proper English proficiency.

2.3 COSTS

(a) Tuition

UdeM students will pay their regular tuition and fees to UdeM. No further tuition costs will be charged by NCKU.

(b) Board and Room Charges

The cost of accommodation, including food, is the responsibility of the student (unless special arrangements are made by UdeM). However, to reduce the costs and facilitate the management of the project, accommodation and meals are pre-arranged by the principal project codirector. As a result, at arrival, each student will be provided with an accommodation. The costs covered by the UdeM students have to be defined accordingly, and paid before the arrival in Greece.

(c) Transportation

Each student is responsible for his/her own international transportation (unless special arrangements are made by UdeM). NCKU will make reasonable effort to meet arriving student at the airport nearest the archaeological site and transport them to the fieldwork. If a meeting cannot be arranged, the transports between the airport and the archaeological site would be covered by NCKU. During the project, all local transports in Greece will be taken care of by NCKU (excluding student personal traveling in the weeks-end, and before and after the project).

(d) Insurances (Travel, medical, accident)

Each student is responsible for making arrangements for a suitable insurance plan, which must include sufficient medical coverage. The cost of the insurance will be paid by the student (unless special arrangements are made by UdeM).

It should be noted that during the week-ends (except for excursions organized by NCKU), and during free time, the student is responsible for his own doings. NCKU cannot be held responsible for accidents, damages, or illegal activities of students, conducted outside of the working, studying and visiting hours.

2.4 GRANTS FOR STUDENTS

UdeM should assist its students to obtain any form of financial support to cover the costs of transports to Greece and the costs of their stay in the "Toumba Serres ethno-archaeological project".

3. GENERAL PROVISIONS

3.1 ACADEMIC CONTENT

- (a) Mobility will conform to the requirements of UdeM. Mobility students will be subject to the rules and procedures as specified in NCKU's handbook for the academic year in which they enroll.
- (b) If Students are enrolled in an undergraduate (Bachelor's) program at UdeM, they must have successfully completed at least one year of full-time studies in the program in which they are enrolled, remain in the same program during their stay at the Host Institution, and obtain the approval of UdeM as to the program of study in which they wish to enrol at the NCKU and notify the latter;
- (c) If Students are enrolled in a graduate program (Master's or PhD) at UdeM, they must have successfully completed at least one term of full-time studies in the program in which they are enrolled, remain in the same program during their stay at NCKU, and obtain the approval of UdeM as to the program of study in which they wish to enrol at the NCKU.

3.2 MOBILITY STUDENTS' RECORDS

Prior to the final selection of students for participation in the collaborative project, UdeM will provide NCKU with information about the performance and academic background and record, together with one letter of recommendation.

3.3 ACADEMIC RESOURCES

Each student will be provided with the same academic resources and supporting services as are normally provided to others of the same academic level at NCKU.

4. FACULTY AND STAFF EXCHANGES

An exchange of the academic staff involved in the "Toumba Serres ethnoarchaeological project", who could give a series of lectures for periods ranging from two weeks to a month, is being considered. The two institutions agree in principle to the possibility of other staff exchanges as well. The details of such arrangements will be negotiated at the appropriate time.

5. ADMINISTRATION

5.1 ANNUAL PROGRAMME CALENDAR

"Toumba Serres ethno-archaeological project" would take place as a summer programme, for around 4 to 6 weeks between June 15th to July 30th approximately. A student who leaves the project early for any reason is not entitled to a refund of tuition paid at the UdeM or any accommodation charges assessed at NCKU.

5.2 PROGRAMME REVIEW

Both institutions will be responsible for a regular review of the program each year. This review may make appropriate and mutually agreed modifications as required.

Part II: COLLABORATION IN ARCHAEOLOGICAL RESEARCH

1. PURPOSE

The general purpose is to establish a collaboration relationship and seek for cooperative research projects in common ground between the Parties.

2. ROLES AND RESPONSIBILITY OF THE PARTIES ON THE ARCHAEOLOGICAL SITE OF TOUMBA SERRES PROJECT

2.1 PERSONNEL

- (a) NCKU is responsible for the hiring, management, supervision, development and evaluation of its own personnel (researchers, assistants, workers, etc.). NCKU will create an environment that supports a diverse work force.
- (b) Each Party will recruit team members, including researchers and students, based on individual research projects, and the decision will be made jointly by the principal project co-director (NCKU) and the project co-director (UdeM).
- (c) NCKU may provide for daily technical supervision of personnel and the shared use of equipment necessary to accomplish the assigned work.
- (d) Each Party will work together to coordinate individual staffing works such as applying for research permit, communicating with local governmental agencies and village leaders etc.
- (e) The Parties will provide appropriate leadership in administrative and technical work as determined by research needs.

2.2 TECHNICAL AND ADMINISTRATIVE ASSISTANCE

- (a) The Parties will work together to determine the amount and type of technical and administrative assistance needed for successful research delivery at each level. Technical and administrative assistance includes survey, excavation, management, storage, and analysis of archaeological sites, artefacts and other related data.
- (b) The Parties agree to act as each other's research counterparts, and Parties of the partnership will consult with each other whenever substantial changes in assistance are contemplated and will notify each other in advance of needed changes.

2.3 RESEARCH DELIVERY

- (a) The Parties agree to design a proper procedure to store, manage, and inventory archaeological collection found from survey or excavation.
- (b) The Parties agree to identify, define and coordinate the collection and use of inventory data necessary to develop individual research plans.
- (c) The Parties agree to maintain and validate the inventory data to assure that the data is objective and relevant to research needs.
- (d) The Parties will assure that research development and delivery will be in compliance with all applicable local, national, as well as international regulations, rules and statutes that affect all or any Party.
- (e) The collection and use of inventory data shall be with the full knowledge, consultation and consent of the Parties. Data shall be for the use of the Parties.

2.4 RECORDS, FACILITIES AND EQUIPMENT

- (a) The Parties will develop a policy and strategy to share facilities, equipment and resources for work.
- (b) The Parties will define legal requirements and limitations for access and use of relevant records (i.e. databases) and will agree on the responsibility for maintaining, updating, retaining and disposing of relevant records.
- (c) The Parties will designate an individual who has responsibility for the collection and maintenance of resource information and/or relevant records.

2.5 FINANCIAL

- (a) The Parties will attempt to seek for research funding together or individually.
- (b) The Parties will define legal requirements and limitations for the responsibility, access, collection, expenditure and recording of the fund.
- (c) The fund expenditure will cover all reasonable research costs of the research teams (i.e. the projects directors for both Parties, and potential specialists involved in the project for specific tasks) occurring in the field, such as local transportation, food, and accommodation.
- (d) The Parties will establish authority to carry out specific projects or activities, such as transfer and acquisition of funds.

3. INTELLECTUAL PROPERTY

3.1 In this Agreement, "Intellectual Property" shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, data, results, processes, and the intellectual

property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above.

- 3.2 All Intellectual Property used in connection with the Project which has been generated prior to or outside the scope of the Project ("Background IP") shall remain the property of the Party contributing the same. The Parties agree that any improvements or modifications to a Party's Background IP arising from the Project which are not severable from that Background IP will be deemed to form part of that Party's Background IP and be owned by that Party. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background IP of the other Parties save as granted by this Agreement.
- 3.3 Each Party shall own the Intellectual Property generated by its employees, including the researchers, and its students arising from their work on the Project.
- 3.4 Any Intellectual Property which is generated jointly by the Parties and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Intellectual Property shall be referred to in this Agreement as "Joint Intellectual Property". Joint Intellectual Property shall be jointly owned by the Parties in proportion to the respective intellectual contribution of each Party.

4. PUBLICATION

- 4.1 This Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.
- 4.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
- 4.3 Each Party shall be entitled to publish articles directly arising from its solely owned Intellectual Property. Prior to the publication of articles directly arising from the work of more than one Party on the Project, each Party shall endeavour to circulate proposed publications at least 30 days in advance of submission for publication. Each Party retains the right to request (such request not to be unreasonably refused) the delay of a publication in order to seek Intellectual Property protection for Intellectual Property generated in the course of the Project if publication would reasonably prejudice such protection. Such delay shall not exceed 3 months, unless mutually agreed between the relevant Parties. Notification of the requirement for delay in submission for publication

must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.

4.4 No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party.

Part III: COORDINATION AND DURATION

1. COORDINATION AND NOTICE

1.1 The Parties entrust the following units to coordinate implementation of this Agreement:

Direction des affaires internationales/ International Affairs Office Université de Montréal 3744, Jean-Brillant, Suite 581

Montréal, Québec, Canada Tel: +1-514-343-5619 aff-int@umontreal.ca

Office of International Affairs

National Cheng Kung University No.1, University Road, Tainan City 701, Taiwan (R.O.C.)

Tel: +886-6-2757575 ext.50961 wlteng@mail.ncku.edu.tw

1.2 Any notice to be given to a Party in pursuant of the Agreement shall be given in writing to its representative designated in Paragraph III.1.1 of the Agreement.

2. CONFIDENTIALITY

- 2.1 Unless required to disclose this information by law or by court order, each Party undertakes to keep confidential any information that the other Party provides to it which is (i) clearly identified as confidential, or (ii) information about an individual that identifies the individual.
- 2.2 The confidentiality agreement described in Paragraph III.2.1 of the Agreement remains in effect indefinitely.

3. DURATION OF THE AGREEMENT

(a) The Agreement shall enter into force on the date of the last signature by a Party and shall terminate five (5) years thereafter. Within six (6) months prior to the termination of the Agreement or one of its renewals, the Parties shall evaluate the results of their collaboration. The Party wishing to have the Agreement renewed under the same conditions shall notify the other Party in writing not later than three (3) months before the expiry of the Agreement or its renewal, as the case may be. If the renewal of the Agreement is not desired by the other Party, the other Party has three (3) months to inform the Party wishing to renew the Agreement by giving written notice to that effect.

- (b) Either Party may terminate the Agreement at any time upon six (6) months' written notice to the other Party.
- (c) On the date of expiry or termination of the Agreement, the Parties shall ensure that Students who have been admitted by the Host Institution may, if they wish, undertake and complete the academic term for which they have been admitted, and that Students already in their program at the Host Institution may complete their academic term in progress;

AND THE PARTIES HAVE SIGNED at the place and date shown opposite their respective signatures.

NATIONAL CHENGKUNG UNIVERSITY	UNIVERSITÉ DE MONTRÉAL
Place: Tainan, Taiwan	Place: Montréal, Québec, Canada
Date:	Date:
Dr. Jang-Yang Chang Executive Vice President	Prof. Guy Lefebvre Vice-Rector International Affairs
Executive vice President	and Francophonie
Date :	Date :
Prof. Yuh-Neu Chen	Prof. Frédéric Bouchard Faculty of Arts and Sciences
Dean of the College of Liberal Arts Date :	Date :
Prof. Liu, Yi-Chang	Prof. Guy Lanoue
Director, Institute of Archeology	Director, Department of Anthropology
Date :	Date :
Prof. Nicolas Zorzin	Prof. Christian Gates St-Pierre
Institute of Archeology	Department of Anthropology