

院對院合約參考例-1 (對方收執之合約格式)



The California Polytechnic State University, San Luis Obispo, California, United States of America, on behalf of its College of Engineering (hereinafter referred to as "Cal Poly") and National Yunlin University of Science and Technology, Yunlin, Taiwan, ROC (hereinafter referred to as **YUNTECH**), wishing to encourage a spirit of goodwill and reciprocity, agree to establish an exchange program and to cooperate in the area of educational research in order to strengthen ties between the universities and to promote academic and cultural exchange.

In this agreement, "home institution" shall mean the university from which the student intends to graduate. "Host institution" shall mean the university that has agreed to receive the exchange student from the home institution.

Both parties believe that the educational process at their respective institutions will be enhanced by the establishment of such a student exchange and that increased mutual understanding between their respective students and countries will result.

Therefore, the parties agree to the following conditions:

I. FACULTY EXCHANGE

The exchange of faculty will be encouraged when both sides agree that such an exchange will be of mutual benefit. When there is a faculty exchange, a specific written agreement shall be executed regarding all expenses related to salary, travel, health insurance, and living costs. The exchange of research materials, publications, and information shall be encouraged on an annual basis.

II. JOINT RESEARCH

Proposals of joint research projects between faculty members in both institutions shall be encouraged and approvals given after both institutions fully discuss the validity of the research project and agree on issues of costs and ownership. Any joint research project shall be governed by the terms and conditions of a separately executed agreement.

III. STUDENT EXCHANGE

Unless the content of this agreement specifies otherwise, "exchange" shall mean a one-for-one exchange of students from each participating university, and "exchange students" shall mean students participating in the exchange program implemented herein.

IV. NUMBERS OF STUDENTS AND PERIOD OF EXCHANGE

The duration of individual exchanges shall normally coincide with the academic year of the host institution. Students participating in semester exchanges will pay fees to their home institution commensurate with the term requirements of that institution. (Note: Cal Poly students participating in a fall semester exchange which concludes before the beginning of Cal Poly's winter term will pay Cal Poly fees for the fall quarter only. Cal Poly students participating in a spring semester exchange which includes Cal Poly's winter and spring terms will pay Cal Poly fees for both the winter and spring quarters). Unless this number is modified by mutual agreement, no more than (5) five students may participate in this exchange program in any given year. Each institution shall strive to ensure that the annual aggregate of students exchanged shall be equal, whether in quarters (3 months), semesters (4.5 months), or academic years (9 months). Both institutions will review the program annually for any imbalances in student participation and shall adjust the following year's exchange program's student ratio to account for any imbalances that occurred during the prior year.

V. SELECTION OF PARTICIPANTS

A selection committee at each home institution will review applications and nominate students to participate in the exchange program. Approximately (6) months before the start of the academic year/semester/quarter cycle, each host institution will send exchange program application materials to the home institution. At least (5) five months before the start of the academic year/semester/quarter cycle, each home institution will send the completed applications for the exchange program to the host institution. The host institution will make final judgments on the admission of students nominated by the home institution for the exchange. Each institution may recommend alternate students in case a nominated student either drops out or is not approved by the host institution.

Student selection criteria:

- a) The student should have completed a minimum of (2) two years college-level language courses applicable to the host country. A mutually agreed evaluation method shall be adopted to evaluate the language ability of the exchange students.
- b) The student will normally have completed a third year of study at his/her respective home institution.
- c) The student should demonstrate the potential to profit from the rich educational opportunity offered through the exchange program.
- d) The student should be considerably above average in performance at his/her home institution.

Submission requirements:

- a) A proposed program of study, to be completed in consultation with a Faculty Exchange Coordinator at the host institution.
- b) An official university transcript.
- c) A confidential letter of recommendation from the academic advisor at the student's home institution.
- d) A completed application form.
- e) A signed release and hold harmless agreement.

- f) Additional information as may be required.

VI. STUDENT ADVISEMENT, PROGRAM OF STUDY and EVALUATION

Exchange students will enroll at the host institution as full-time, non-degree status students at a level, undergraduate or graduate, as determined by the host institution.

Each host institution shall appoint a faculty member from the department or college participating in the exchange program to serve as its Faculty Exchange Coordinator. The Faculty Exchange Coordinator or his/her representative shall work closely with students to insure the implementation of their proposed program of study and shall also function as the first point of contact in any matters pertaining to student discipline or in the case of an emergency.

Each student participating in the exchange shall pursue the academic program of study developed in consultation with the Faculty Exchange Coordinator. Every effort will be made by each Faculty Exchange Coordinator or his/her representative to ensure the exchange student's enrollment in the courses set forth in the student's academic program of study. (Note: Cal Poly traditionally has had a number of high demand programs, making registration in particular courses sometimes difficult for all students.) Students participating in the exchange program will take courses regularly offered at the host institution and shall enjoy the same rights and privileges granted its own students. Exchange students will be expected to demonstrate seriousness of interest in the study made available through the exchange program and will be withdrawn from the program if found not in good academic standing during the program. Also, exchange students shall be subject to the rules, regulations and discipline of the host institution.

At the completion of the program of study, exchange students will request from the host university a transcript of completed work to be sent to either the student or his/her home institution. All charges on an exchange student's account, if any, must be cleared before the host institution will be obligated to send a transcript. Any academic credit earned at the host institution will be transferred back to the home institution, in accordance with procedures determined by the latter, to be granted towards the appropriate degree for the subjects studied and successfully completed while on the exchange program.

VII. REGISTRATION, FINANCES and SERVICES

All exchange students must pay tuition and other required fees at their home institutions (see Section IV). They will not be required to pay those fees to the host institution.

The host institution will provide the necessary visa documents for the participating exchange students. Each university will assist the participating students in finding suitable housing on their respective campuses or in each community and in otherwise ensuring the exchange students' successful integration into university and community life. (Note: At Cal Poly, the Faculty Exchange Coordinator and IEP staff will share this responsibility. Please refer to Memorandum of Understanding: Exchange Program Responsibility Agreement for the roles and responsibilities each party will assume.)

The participating exchange students shall be responsible for the following:

- a) All travel, accommodation, and meal expenses.
- b) Medical insurance and any other medical or associated expenses.
- c) Textbooks, lab fees, clothing, and personal expenses.
- d) Passport and visa costs.

- e) All other debts incurred during the course of the year.

Each exchange student shall demonstrate to his/her home institution that he/she has adequate funds for travel to and from the host institution and for subsistence during the period of enrollment at the host institution. The exchange student shall show that during his/her participation in an exchange program that he/she has health insurance coverage and travel assistance coverage in accordance with the minimum requirements provided for California State University International Programs. All Cal Poly exchange students must execute an appropriate the Cal Poly Assumption of Risk and Release Agreement and the Cal Poly Student Participant Agreement. Such documents must be filed with the Faculty Exchange Coordinator prior to departure, and will be maintained by the Faculty Exchange Coordinator at the academic department or college office.

VIII. VALIDITY OF AGREEMENT

It is understood that this agreement will commence on July 1, 2004 and terminate on June 30, 2007. It will go into effect upon signing by duly authorized representatives of each institution and will be reviewed every (3) three years, or more frequently at the written request of either institution. It is agreed that if, at the end of (3) three years, no modifications are necessary, a letter to this effect signed by both parties will extend the agreement and its terms for an additional (3) three years. Either institution can terminate this agreement by written notification to the other party no less than (6) six months prior to the specified date of termination. However, it is agreed that all students participating in the exchange program at the time a notice of termination is submitted will be allowed to complete that academic year of study under the terms of this agreement.

This agreement is hereby, put into effect by the following authorized contracting authorities for each institution. Facsimile copies of signed documents shall be accepted as originals for this agreement.

(簽 名)

(簽 名)

(繕打院長姓名)

Dean
College of Engineering
California Polytechnic State University

Date _____

(繕打院長姓名)

Dean
College of Engineering
**National Yunlin University of
Science and Technology**

Date _____