

臺北市立大學 104 學年度第 1 學期第 4 次體育學院院務會議紀錄

壹、日期：105 年 1 月 12 日（星期二）上午 10 點 00 分

貳、地點：天母校區行政大樓 6 樓 C617 會議室

參、主席：賴政秀院長

紀錄：黃欣惠

肆、主席致詞：(略)

伍、出席人員：委員人數 25 人，出席人數 23 人。

陸、確認前次會議紀錄及執行情形：

案由一：有關訂定本院院長遴選委員會設置辦法(草案)，提請討論。

決議：修正後通過。

執行情形：本案送 104 年 12 月 22 日 104 學年度第 2 次校務會議修正通過(修正對照表如附件一，第 2 頁)。

柒、提案討論

案由一：有關本院與日本早稻田大學體育學院簽定學術合作協議書案，提請討論。

一、依據本校與外校(機構)建立學術合作協議作業要點第三點第二款(附件二，第 4 頁)辦理，本案合約內容須經院務會議審通過後，將協議書陳請校長核定，由雙方對等主管簽署協議書。

二、日本早稻田大學體育學院代表預計於 105 年 4 月份來訪，擬於來訪當日簽署學術合作協議書，檢附協議書內容(附件三，第 5 頁)。

決議：照案通過。

案由二：有關本院院長續任乙案，提請討論。

說明：

一、依據本院院長遴選委員會設置辦法第七條：「院長任期為三年，得連任一次。如擬連任，於任期屆滿六個月前，經院務會議代表就院長續任與否行使同意權。須經三分之二院務會議代表出席，並獲得出席院務會議代表二分之一以上同意，始得續任。行使同意權時，由院務會議代表中，推選一人主持會議。」

二、為辦理本院院長續任案，擬請委員及學生代表以無記名投票表示。

決議：

一、推選官文炎主任代理主席主持會議。

二、出席委員人數(含學生代表)23 人，達法定人數進行投票作業。

三、投票紀錄：發出票數 23 票、不同意續任 11 票、同意續任 12 票。

四、通過賴政秀院長續任案。

玖、臨時動議：無

拾、散會：10 時 50 分。

臺北市立大學體育學院院長遴選委員會設置辦法修正對照表

修正條文	原條文	備註
<p>第三條 本院設置院長遴選委員會。院長遴選委員會置委員<u>十九</u>人，其產生方式如下：</p> <p>一、副校長一人為當然委員，敦請校長指派之。</p> <p>二、院外學術人士<u>四人</u>，由校長指派之。</p> <p>三、本學院各系(所)經由系(所)務會議推舉專任教師(含專業技術人員)一人。</p> <p>四、全院票選若干名，由全院專任教師(含專業技術人員)進行投票產生。</p> <p>本委員會由委員互推一人為召集人，並主持會議。本委員會委員在遴選過程中，應保持客觀公正的超然立場，對所有遴選資料負有保密之責。</p> <p>本委員會委員任期自本委員會成立日起，至新院長到任日止，遇缺時由相同身分別者依序遞補。</p>	<p>第三條 本院設置院長遴選委員會。院長遴選委員會置委員十七人，其產生方式如下：</p> <p>一、副校長一人為當然委員，敦請校長指派之。</p> <p>二、院外學術人士二人，由各系(所)務會議同意推薦一人，經院務會議投票，依得票高低排序產生之。</p> <p>三、本學院各系(所)經由系(所)務會議推舉專任教師(含專業技術人員)一人。</p> <p>四、全院票選若干名，由全院專任教師(含專業技術人員)進行投票產生。</p> <p>本委員會由委員互推一人為召集人，並主持會議。本委員會委員在遴選過程中，應保持客觀公正的超然立場，對所有遴選資料負有保密之責。</p> <p>本委員會委員任期自本委員會成立日起，至新院長到任日止，遇缺時由相同身分別者依序遞補。</p>	<p>104學年度第2次(1041222)校務會議修正通過。</p>
<p>第五條 院長候選人應具之資格如下：</p> <p>一、<u>教育部審查合格之教授。</u></p> <p>二、具有學術成就與聲望。</p> <p>三、具有教育理念及行政能力。</p>	<p>第五條 院長候選人應具之資格如下：</p> <p>一、教育部審查合格之教授或相當教授資格者。</p> <p>二、具有學術成就與聲望。</p> <p>三、具有教育理念及行政能力。</p>	<p>104學年度第2次(1041222)校務會議修正通過。</p>
<p>第六條 院長之遴選依下列程序辦理：</p> <p>一、院長參選人登記方式：</p> <p>(一)自行登記。</p> <p>(二)本院專任教師三人以上連署推薦。</p> <p>登記或連署推薦時須檢附學經歷、學術著作、獲得之學術獎勵等相關資料。</p> <p>二、審查參選人資格：</p> <p>遴選委員會得邀請參選人於委員會中說明辦理院務理念，並進行相關資料審查。</p> <p>三、院教師行使同意權：</p> <p>符合參選資格之參選人，須經本院專任教師(含專業技術人員)行使同意權投票，<u>出</u></p>	<p>第六條 院長之遴選依下列程序辦理：</p> <p>一、院長參選人登記方式：</p> <p>(一)自行登記。</p> <p>(二)本院專任教師三人以上連署推薦。</p> <p>登記或連署推薦時須檢附學經歷、學術著作、獲得之學術獎勵等相關資料。</p> <p>二、審查參選人資格：</p> <p>遴選委員會得邀請參選人於委員會中說明辦理院務理念，並進行相關資料審查。</p> <p>三、院教師行使同意權：</p> <p>符合參選資格之參選人，須經本院專任教師(含專業技術人員)行使同意權投票，達全院</p>	<p>104學年度第2次(1041222)校務會議修正通過。</p>

<p><u>席投票人數過半數之同意者</u>，成為院長候選人。</p> <p>四、投票產生候選人： 經由遴選委員會三分之二(含)以上委員出席，出席委員過半數(含)以上之同意，選出二至三位院長候選人，提請校長核定聘兼之。</p>	<p>專任教師(含專業技術人員)過半數之同意者始成為院長候選人。</p> <p>四、投票產生候選人： 經由遴選委員會三分之二(含)以上委員出席，出席委員過半數(含)以上之同意，選出二至三位院長候選人，提請校長核定聘兼之。</p>	
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臺北市立大學與外校（機構）建立學術合作協議作業要點

民國 102 年 9 月 10 日第 2 次行政會議修正通過

- 一、為促進本校與外校（機構）建立學術交流合作，提昇學術聲望及地位，特訂定本作業要點。
- 二、建立學術交流合作應簽訂學術合作協議書（中、英文參考格式如附件一），可由本校或由外校（機構）之一方主動提出，並依下列原則考量：
 - （一）雙方平等互惠。
 - （二）能促進地區、國家、學校及院系所中心的學術交流多元化。
 - （三）對方之學術地位、學術背景（院系所中心）或提供的條件與本校學術發展方向相符合。
 - （四）與大陸地區學校（機構）之學術合作，應依教育部頒定之「各級學校與大陸地區學校締結聯盟或為書面約定之合作行為審查要點」辦理。（如附件二）
- 三、學術合作協議書分為校際及院（系、所、中心）兩類，協議書內容與校內署名程序如下：
 - （一）校際學術合作協議書：由秘書室與研發處負責協商協議書內容，提經行政會議審議通過後，簽請校長簽署協議書。
 - （二）院（系、所、中心）學術合作協議書：由院（系、所、中心）負責協商合約內容，提經院（系、所、中心）務會議審議通過後，將協議書陳請校長核定，由雙方對等院（系、所、中心）主管簽署協議書。簽訂學術合作協議書作業流程詳如附件三。
- 四、學術合作協議書簽約方式有以下四種，由簽約單位視實際需要採行：
 - （一）對方代表前來本校簽約。
 - （二）由校長或院（系、所、中心）主管赴外校（機構）訪問時簽約。
 - （三）由本校出訪教師攜約前往對方學校（機構）簽約。
 - （四）雙方郵寄方式簽約。校際學術合作協議書由秘書室留存一份；研發處留存一份；院（系、所、中心）學術合作協議書校內留存兩份，一份由院（系、所、中心）保存，一份送交秘書室存查。協議書有效期限最長五年，期滿經雙方同意得辦理續約。
- 五、具時效性學術合作協議案件，如因時間急迫未能事前送請審議，得經專案簽准後再行補辦相關程序。
- 六、與學術合作學校（機構）之執行情形，於有效期間前半年由各簽約單位評估，作為續約或修約之依據。
- 七、奉核簽定學術合作協議書所需之經費，由相關經費項下支應，未經核定之學術合作協議，不予補助。
- 八、本要點經行政會議通過，報請校長核定後施行，修正時亦同。

Academic Agreement
Between
The Faculty of Sport Sciences,
Waseda University
and
The School of Kinesiology,
University of Taipei

The Faculty of Sport Sciences, Waseda University (hereinafter “Waseda”) and The School of Kinesiology, University of Taipei (hereinafter “UT”) do hereby agree to establish the following cooperative Academic Agreement (hereinafter “Agreement”) in the fields of education and academic research.

(Purpose)

Article 1 Waseda and UT (hereinafter, collectively as the “Parties,” or individually as the “Party”) shall provide mutual coordination and cooperation in accordance with the terms and conditions set forth herein or in the agreement memorandum or other arrangement executed hereunder in the spirit of reciprocity, in areas, such as research activities, education activities, and global academic and cultural exchanges, in which the Parties can provide mutual cooperation.

(Cooperative Matters)

Article 2 The Parties shall cooperate on the following matters in accordance with this Agreement.

- (1) To encourage visits by faculties from one institution to the other for the purpose of engaging in research or other educational activities.
- (2) To offer students opportunities to experience research and educational activities in the other institution.
- (3) To foster the exchange of academic publications and scholarly information.
- (4) To promote other academic activities which may enhance the above mentioned goals.

II. Details on implementation of the cooperative project set forth above shall be consulted on, agreed to, and confirmed in a written document by and between the Parties.

(Intellectual Property)

Article 3 In order to preserve the integrity of intellectual property, as well as to ensure its proper administration and application arising as a result of the Agreement, both Waseda and UT agree to cooperate to achieve the most mutually beneficial solution for both Parties. When necessary, separate agreements shall be established for each item of intellectual property identified. Both Parties shall endeavor to resolve any matters related to intellectual property amicably and in a constructive manner.

(Protection of Personal Information)

Article 4 Based on the Agreement, both Waseda and UT agree not to divulge or expose any personal information obtained through the performance of the Agreement to any third party except in the cases where (i) the prior written consent of relevant person is obtained; (ii) the laws and regulations allow or compel the disclosure of the

relevant information; (iii) it is necessary for the protection of the life, body, or property of a certain individual; or (iv) a competent authority requests disclosure of the relevant information. This provision shall survive after the termination of this Agreement.

(Confidentiality Agreement)

Article 5 The Parties hereto shall be obligated to keep strictly confidential any information which was specified as confidential and disclosed by either Party to the other in the form of documents, information, and goods, whether given orally, in writing, by electronic media or any other means. The Parties shall not use any confidential information for any purpose other than that of this Agreement. The Parties hereto shall neither divulge nor expose such to any third party without the prior consent of the other Party. In the event a Party discloses the above-described documentation and information, etc. to the other Party in a form other than in writing, it shall notify the other Party of the fact within seven (7) days following the disclosure.

II. Notwithstanding the preceding paragraph, the Party receiving such information shall not be under the confidentiality obligations provided for in the preceding paragraph if such information was:

- (1) Already in the possession of the Party receiving it at the time of disclosure by the other Party; or,
- (2) Publicly known at the time of disclosure by the other Party; or,
- (3) Released into the public domain after disclosure through no fault of the Party receiving it; or,
- (4) Properly obtained from a third party acting with the authorization or consent of the Party disclosing it, without bearing confidentiality obligations.

III. The provisions of the preceding two paragraphs shall survive any expiration or termination of this Agreement.

(Liability)

Article 6 During the performance of the Agreement, when either Party is responsible for losses and damages inflicted on or suffered by the other Party, the Party responsible shall compensate the other Party for actual losses and damages (not including indirect damage or consequential loss or damage) suffered.

(Matters for Discussion)

Article 7 Circumstances and matters which are not addressed in any of the Articles of the Agreement shall be decided upon on each occasion through discussions by both Parties.

(Notice)

Article 8 Any notice including, but not limited to, change, report, termination, offer, or approval made in relation to this Agreement shall be made to the address designated by each Party in writing (including e-mail or facsimile if e-mail addresses or facsimile numbers have been exchanged). For facsimile notices, the original shall be delivered to the appropriate address within a reasonable time period.

II. The above notice shall be effective upon actual receipt. In case of a facsimile notice, it shall be effective at the time recorded in the receiver's facsimile machine on the condition that the original is delivered within a reasonable time period. E-mail shall be effective as notice hereunder if confirmation of receipt is made through reply e-mail. However, e-mail shall not be available in respect to modification or termination of the Agreement.

(Good faith principle)

Article 9 This Agreement is concluded on equal terms between the Parties, and the Parties shall fulfill in good

faith their obligations assumed under this Agreement.

(Period of Validity)

Article 10 The Agreement shall become effective on the date of signing for five years.

II. On the condition that no requests for termination of the Agreement from Waseda or UT have been received at least six (6) months prior to the expiration date of the Agreement, it shall be automatically extended for a one-year period. Furthermore, this process shall be applied for all subsequent years.

(Amendments to, Termination of and Assignment of the Agreement)

Article 11 The Agreement shall not be amended or terminated without the agreement of both Waseda and UT.

II. The Parties shall not assign this Agreement.

(Jurisdiction)

Article 12 Any and all disputes arising in connection with this Agreement or any agreement, memorandum or any other form of arrangement (either oral or written) executed hereunder shall be resolved through arbitration in accordance with the Arbitration Rules of the Japan Commercial Arbitration Association. The seat of arbitration shall be Tokyo, Japan. The award of the arbitration shall be final and binding upon the Parties.

This Agreement shall be documented in written form using two original copies, each signed by both Waseda and UT. Each signatory party shall keep a signed original.

_____, 2016

Date (Month Day, Year):

Hidenori Tomozoe, Ph.D.
Senior Dean,
The Faculty of Sport Sciences
Waseda University

Signature

_____, 2016

Date (Month Day, Year):

Cheng-Hsiu Lai, Ph.D.
Dean,
School of Kinesiology,
University of Taipei

Signature