2009 Renewal

# RENEWAL TWO-WAY STUDENT EXCHANGE AGREEMENT

#### BETWEEN

MICHIGAN STATE UNIVERSITY College of Engineering East Lansing, Michigan, U.S.A.

and

NATIONAL TAIWAN UNIVERSITY

College of Electrical Engineering and Computer Science and

College of Engineering

Taipei, Taiwan, Republic of China

Michigan State University (MSU), through its College of Engineering and National Taiwan University (NTU), through its College of Electrical and Computer Engineering agree to implement a Student Exchange Agreement in accordance with the principles and guidelines set forth below. The purpose of this agreement is to enhance the international experiences and the cultural understanding of students and faculty from both institutions.

#### Student Exchange Criteria

#### It is agreed that:

- The purpose of each student exchange will be to enable students to take classes but not to study for a degree at the host institution. Courses passed at the host institution will normally be accepted for credit towards the degree at the candidate's home institution in which s/he is enrolled. It will be the responsibility of each participant in the student exchange program to obtain official approval from his/her own institution for courses taken at the host institution.
- Within the framework of this exchange, "home university" will mean the institution in which a student is formally enrolled as a degree candidate, and "host university" will mean the institution that has agreed to receive students from the home institution for a period of study on a non-degree basis.
- 3. Academic year in the context of MSU means the academic year in the USA commencing in August/September and ending in early May of the following year and in the context of NTU means the academic year beginning in August/September and ending in June. MSU has two primary semesters from August/September through December and January through early May, with an additional summer semester. NTU has semesters that run from August/September

through late January in the first semester and from late February through late June in the second semester.

- 4. Participants in the program will be drawn from the College of Engineering at Michigan State University and the College of Electrical Engineering and Computer Science and College of Engineering at National Taiwan University at the discretion of the two institutions. By addendum, exchange can be extended to include other colleges and departments at MSU as long as the principle of a balanced exchange is maintained
- 5. Student participants will be screened for eligibility for admission by the home institution. Each university shall respect the admission requirements and enrollment constraints of the host institution. Participants will be subject to the standard rules, regulations, and enrollment constraints of the host university in the selection of courses.

This includes requirements of language proficiency. The language of institution at MSU is English and at NTU is Chinese or English. Students must be proficient in the language of the host institution in order to participate in the program. NTU students will need to have scored at least 550 on the TOEFL exam (213 on the Computer Based TOEFL) exam at the time they apply to participate the host institution shall have final authority on admission decisions. The obligations of the two institutions under this agreement are limited to exchange students only and do not extend to spouses and dependents.

6. Beginning in 2009-2010, and continuing for each year during the term of this Agreement, MSU will exchange a group of MSU undergraduate and/or graduate students with a group of NTU undergraduate and/or graduate students on an asymmetrical basis. The reserve tuition from MSU students will be placed on account for the NTU students. NTU students may apply to come for one or two semester(s) and enroll in one research credit. A maximum number of 2~5 students each way, per academic year, will initially be exchanged. The maximum number of students for exchange each year may be amended by mutual agreement. Every effort will be made to maintain an evenly balanced exchange from year to year between MSU and NTU.

It is recognized, however, that circumstances may occasionally preclude an even exchange of students in a particular year; imbalances may, therefore, be carried forward from one year to the next with the provision that enrollment adjustments will be made in the following year to restore balance. MSU or NTU may refuse admission to additional incoming exchange students until the exchange balance is restored. Both institutions agree that over a five-year period, balance will be achieved in the exchange of full time students.

7. The departments/divisions involved in the exchange at the home university will provide academic counseling to ensure that the academic courses taken at the host

institution are acceptable to the home institution. The host institution will provide course descriptions and syllabi to aid in course equivalency evaluation.

8. Academic achievement reports will be sent to the student's home university at the conclusion of each semester, not later than six weeks after the last day of final examinations. In most cases, this will be by university transcript, used at the discretion of the home institution. Participants may be asked to pay a small fee to the host university for this service.

## Student Responsibilities and Expenses

- 9. MSU and NTU will require participating students to register at their home institution and pay all academic fees and tuition to their home institution. Participants will be exempted from paying such fees and tuition at the host institution.
- The host institution will assist its guest students, to the fullest extent possible, in obtaining visas and other documents required by the government of the host country. In order to comply with U.S. government regulations, students from NTU will be required to provide a guarantee that they have the financial resources to meet all expenses. Upon submission of a satisfactorily completed form, MSU's Office for International Students and Scholars will provide the student with a DS 2019 form to apply for a J-1 Exchange Visitor Visa.
  - 11. Neither MSU nor NTU will be responsible for the costs of room, board, travel, or other personal expenses (including books). The parties acknowledge that they will require the participants to pay these costs.
    - Each university will assist arriving students to secure suitable housing for the period of time that they will be on the host campus.
- 12. Participants in the exchange will be personally responsible for purchasing the host institution's required health/medical insurance for the time period of their exchange experience in order to meet U.S. Government regulations. The host institution will assist incoming participants in identifying available health insurance options designed for international students and scholars.
- 13. Participants in the exchange will be governed by the same regulations and performance standards that pertain to other students at the host university.

If the exchange student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the course, it will be considered as a completed exchange from the Institution concerned. In addition, the host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The host institution will consult with the home

institution before finalizing such action. The parties agree that there will be no replacement for students who do not complete an exchange.

#### Legal Indemnities and Policies

- 14. No monetary consideration will be exchanged between the two institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange, except as provided for in provision 12.
- 15. The parties agree to indemnify and hold one another harmless from any and all claims by exchange participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either university or any of their employees. The relationship of MSU and the NTU under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither MSU nor NTU shall be liable for acts of the other, nor shall they be liable for the acts of students participating in the exchange.
- 16. Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, age, marital status, ethnicity, religion, national origin, or handicap.
- 17. Notwithstanding Provision 16, the institutions agree that a student of the home institution, who is a national of the country of the host institution, will not be eligible to participate in the exchange without the permission of the host institution. Such participation may not serve the objectives of the exchange.

#### Review, Contacts, Signatories

18. This Agreement is subject to review at the end of the first year and shall be effective for five years from the 2009/10 academic year through the 2013/14 academic year. It shall be subject to revision, modification or renewal by mutual written agreement. Either party may terminate the Agreement by written notice submitted at least 90 days in advance of the next academic semester. Termination would not affect students already engaged in the Agreement. If the Agreement is not renewed by mutual consent, the Agreement will conclude at the end of the specified time period, or after activities in progress have concluded.

## 19. Primary contacts for this agreement are:

For Michigan State University, College of Engineering:	For National Taiwan University: College of Electrical Engineering and Computer Science	
Name: Dr. Lalita Udpa	Name: Dean	
Address: 2214 Engineering	Address: #1, Section 4, Roosevelt Road,	
Bldg.	Taipei, 106 Taiwan	
East Lansing, Michigan 48823		
Phone: 001-517- 355-9261	Phone: 886-2-3366 3501	
Fax: 001-517-353-1980	Fax: 886-2-2369 7886	
E-mail: udpal@egr.msu.edu	E-mail: college@cc.ee.ntu.edu.tw	

## For incoming exchange information:

Sandy Tupper Office of Study Abroad 109 International Centers Michigan State University East Lansing MI 48824 Fax 517-432-2082 Phone: 517-432-4341

Phone: 517-432-4341 E-mail: tuppers@msu.edu

Signing for National Taiwan Signing for Michigan State University: 20. University Soo-Chang Pei, Dean Satish Udpa, Dean College of Electrical Engineering College of Engineering and Comupter Sicence Cindy Chalou, Acting Director Date Huan-Chang Keh, Dean College of Engineering Office of Study Abroad Tung Shen, Dean Peter Briggs, Director Office of International Affairs Office for Int'l Students and Scholars Jeff Riedinger, Dean Date International Studies and Programs

## 國立臺灣大學工學院暨電機資訊學院

與

## 美國密西根州立大學工學院

## 學生交換協議書

國立臺灣大學(以下簡稱臺大)與美國密西根州立大學(以下簡稱密大),經由密大之工學院及臺大之電機資訊學院之接洽,同意依照下列原則執行學生交換協議。本協議之目的在於增進雙方師生之國際經驗與文化了解。

#### 學生交換之標準

#### 雙方同意以下事項:

- 1. 本協議之目的在使交換學生得以在接待學校修課,但非在使其取得學位。交換學生在接待學校通過的課程,正常狀況下可以轉換為原屬學校之畢業學分。在接待學校所修之學分,由交換學生自行負責向原屬學校取得認可。
- 2. 在本交換協議約文中,「原屬學校」指學生正式註冊,欲取得學位之大學。 「接待學校」指同意接受原屬學校學生,在特定期間內以非取得學位目的就 讀之機構。
- 3. 密大學年於八/九月開始,隔年五月初結束;臺大之學年於八/九月開始,六 月結束。密大有兩個主要學期,分別為八/九月至十二月以及一月至五月初, 另外設有夏季班。臺大第一學期為八/九月至一月底,第二學期為二月底到六 月底。
- 4. 交換計畫開始階段,參與者由密大自其工學院及臺大自其工學院及電機資訊 學院決定。雙方可增訂約文,在維持人數平衡的原則下,擴大交換範圍到其 他學院及科系。
- 5. 學生的交換資格需經由原屬學校篩選,並且應尊重接待學校之入學要求及 限制。交換學生必須遵守接待學校選課之標準規定、規範以及註冊限制。

此種要求包含語言能力的要求。密大的使用語言為英文,臺大為中文或英

各方將協助來訪之學生在交換期間獲得合適住所。

- 12. 為符合美國政府規定,學生在交換計畫期間需自行負擔接待大學之健康/醫療保險費用。接待學校將協助交換學生尋找適合國際學生和學者之健康保險。
- 13. 交換計畫參與者在接待學校視同其他正式學生,接受相同規範及考核標準。

如交換學生於課程結束前,自願退出或因為校規等紀律問題被開除,該名學生視為已完成交換之人次。此外,接待學校保留因學業或行為等因素而要求學生退學的權利。在採取最終行動之前,接待學校將與原屬學校商議並尋求其意見。未完成交換之學生不再另派他人取代該生交換資格。

#### 法律保障與政策原則

- 14. 除了第12條所載內容之外,兩校交換不涉及任何金錢對價,交換計畫支出 之花費亦無任何補助、賠償、費用分攤或者利得分享。
- 15. 雙方同意,若因一方之校方或承辦人員之疏失,致使交換生本人、父母或其他代理人向他方學校求償,其將補償他方且保護他方不受此法律行動之損害。本合約所規範之雙方為獨立之合作伙伴,雙方不構成合夥或代理,任一方面不得聲稱為另一方之合夥人或代理人。臺大與密大不為對方之行為負責,亦不對參加交換計畫學生之行為負責。
- 16. 雙方支持機會均等政策,不因民族、性別、年齡、婚姻狀況、種族、宗教、 國家或殘障而有任何歧視。
- 17. 縱有第 16 條所載之機會均等原則,如原屬學校學生具有接待學校之國籍, 必須經過接待學校之許可始能取得交換學生之資格。蓋此種交換之參與,可 能不符合本交換計畫之目標。

#### 合約之檢討修訂、聯絡人與簽署人

18. 本協議自 2006 學年起至 2011 學年止,效期五年;雙方並得於第一年終了時檢討。本協議經由雙方書面同意後修訂、更改或更新。任何一方得於下一學期開始 90 日前,以書面通知對方終止合約。惟合約終止不影響已進行中之交換學生。若未經雙方同意更新,此協議將於到期後或進行中活動結束後終止。

## 附約:

國立臺灣大學工學院暨電機資訊學院與美國密西根州立大學工學院之學生交換協議,依本協議書包括雙方之機械工程學系。每一學年雙方交換之機械系學生將再增加四至五位。

## 20. 簽署人

機械系主任黃漢邦	日期	Dr. Eann Patterson, Chair Department of Mechanical E	日期 Ingineering
工學院院長葛煥彰	日期	Dr. Satish Udpa, Dean College of Engineering	日期
國際事務處國際長沈冬	日期	Kathleen Fairfax, Director Office of Study Abroad	日期
		Peter Briggs, Director Office for Int'l Students and	日期 Scholars
		Jeff Ridenger, Dean International Studies and Pro	日期 ograms