

法律學院 104-2 學期第 3 次院務會議記錄

會議時間：105 年 6 月 22 日（星期三）下午 3 時 30 分

會議地點：法律學院第一會議室（霖澤館 7 樓）

會議主席：詹森林院長

出席：謝銘洋教授、王泰升教授、李茂生教授、林明鏘教授、蔡茂寅教授、陳自強教授、黃昭元教授、黃銘傑教授、陳聰富教授、曾宛如教授、姜皇池教授、許士宦教授、林鈺雄教授、林仁光教授、沈冠伶教授、許宗力教授、林彩瑜教授、張文貞教授、陳昭如教授、汪信君教授、邵慶平教授、林明昕副教授、王能君副教授、莊世同副教授、蔡英欣副教授、吳從周副教授、黃詩淳副教授、周漾沂副教授、柯格鐘副教授、謝煜偉助理教授、陳瑋佑助理教授；助教代表曹璫軒、職員代表李俊毅、工友代表潘素珍；系學會代表吳睿恩、科法所代表王仁毅

休假：王文宇教授、陳忠五教授

請假：陳志龍教授、葉俊榮教授、顏厥安教授、蔡宗珍教授、王皇玉教授、薛智仁助理教授（出國研究）、吳英傑助理教授；研學會代表

列席：林芬香小姐、陳文玲助教、廖珮淇助教、王鍾菁助教、吳文鈴副理、吳瑞玲股長、何玉鳳小姐、劉欣宜小姐、何靜宜小姐

記錄：吳玉芳秘書

壹、主席報告開會人數並宣布開會

貳、確定議程

參、確認上次會議紀錄（略）

肆、報告事項（略）

伍、討論事項

第一案：推選 105 學年度出席校務會議代表案（提案人：院辦公室）

決議：通過推選張文貞教授、周漾沂副教授為 105 學年度校務會議代表。

第二案：學生事務委員會委員改選案（提案人：學生事務委員會）

決議：吳從周副教授、薛智仁助理教授、陳瑋佑助理教授為學生事務委員會委員，任期為 105 年 8 月 1 日至 107 年 7 月 31 日。

第三案：本院環境永續政策與法律研究中心主任改選案（提案人：院辦公室）

決議：通過張文貞教授為環境永續政策與法律研究中心主任，任期即日起至 106 年 7 月 31 日止。

第四案：國立臺灣大學法律學院特聘教授聘任標準及審議作業規定修正案(提案人：院辦公室)

決議：通過修正第五條如下

修正條文	原條文	說明
<p>五、依本規定第三點聘任之特聘教授，支領特聘加給三年。期滿如再獲推薦通過符合合同款資格者，得再支領特聘加給。如未獲通過者仍具有特聘教授之榮銜者，但不再支給特聘加給。</p> <p><u>本院於辦理符合第三點之特聘教授推薦作業時，應併同審議年度需再審議之特聘教授所提報告內容，提供本校特聘加給審議委員會辦理再審議意見。</u></p>	<p>五、依本規定第三點聘任之特聘教授，支領特聘加給三年。期滿如再獲推薦通過符合合同款資格者，得再支領特聘加給。如未獲通過者仍具有特聘教授之榮銜者，但不再支給特聘加給。</p>	<p>依本校特聘教授設置暨特聘加給給與實施要點第四點之規定修正</p>

第五案：國立臺灣大學法律學院教師評審委員會設置辦法修正案（提案人：院辦公室）

決議：通過修正第三條如下

修正條文	現行條文	說明
<p>第三條 本院教評會之職權如下：</p> <p>一、評審本院新聘專、兼任教師聘任資格，並向校方提出聘任推薦。</p> <p>二、評審本院專、兼任教師升等資格，並向校方提出升等推薦。</p> <p>其他依規定應由本會審議事項。</p> <p>對升等未通過</p>	<p>第三條 本院教評會之職權如下：</p> <p>一、評審本院新聘專、兼任教師聘任資格，並向校方提出聘任推薦。</p> <p>二、評審本院專、兼任教師升等資格，並向校方提出升等推薦。</p> <p>其他依規定應由本會審議事項。</p> <p>系（所）教評</p>	<p>依本校教師評審委員會設置辦法修正</p>

<p><u>之案件，除應以書面通知當事人外，並應以具體文字敘明理由。就學術研究部分，與外審判斷意見不同時，應提出足以動搖該專業審查可信度與正確性，具有學術依據之具體理由。書面通知應載明升等申請人如不服決定，得於通知送達之次日起三十日內，向本校教師申訴評議委員會提起申訴，或向教育部提起訴願。</u></p> <p>系（所）教評會有關教師涉及解聘、停聘或不續聘之決議，於教師聘期屆滿三個月仍未決議者，院長得指定期限，要求系（所）教評會召開會議並將決議結果於期限內送教評會審議。因教師紛爭或特殊事故致系（所）教評會不能正常運作或未能於期限內完成決議者，教評會得逕行議決之。</p>	<p>會有關教師涉及解聘、停聘或不續聘之決議，於教師聘期屆滿三個月仍未決議者，院長得指定期限，要求系（所）教評會召開會議並將決議結果於期限內送教評會審議。因教師紛爭或特殊事故致系（所）教評會不能正常運作或未能於期限內完成決議者，教評會得逕行議決之。</p> <p>前項決議如事證明確與法令規定顯然不合或顯有不當者，教評會得依規定審議變更之，必要時得請當事人或系（所）列席說明。</p> <p>教師之行為違反教師法規定而未達解聘、停聘或不續聘程度者，得逕由教評會審議處置。</p> <p>對未獲系（所）教評會通過之升等案件，經申訴程序認定有理由或行政救</p>	
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<p>前項決議如事證明確與法令規定顯然不合或顯有不當者，教評會得依規定審議變更之，必要時得請當事人或系（所）列席說明。</p> <p>教師之行為違反教師法規定而未達解聘、停聘或不續聘程度者，得逕由教評會審議處置。</p> <p>對未獲系（所）教評會通過之升等案件，經申訴程序認定有理由或行政救濟程序撤銷原決定，而應重為審議決定者，應於指定時間內為之，如未指定時間者，應自認定申訴有理由或撤銷原決定之書面送達次日起三個月內為之，並均應送教評會；屆期仍未決議者，教評會得逕行審議處置。</p> <p>教評會就前項逕行審議案件認為有必要時，得經決議組成專案審查委員</p>	<p>濟程序撤銷原決定，而應重為審議決定者，應於指定時間內為之，如未指定時間者，應自認定申訴有理由或撤銷原決定之書面送達次日起三個月內為之，並均應送教評會；屆期仍未決議者，教評會得逕行審議處置。</p> <p>教評會就前項逕行審議案件認為有必要時，得經決議組成專案審查委員會。專案審查委員會由院長組成並為主席，成員至少五人以上，院長、原系（所）教評會召集人為當然成員，餘依個案專業領域，自系（所）、院教評會委員會遴聘之。專案審查委員會應於二個月內將審查結果報告書及建議送教評會審議。</p>	
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<p>會。專案審查委員會由院長組成並為主席，成員至少五人以上，院長、原系(所)教評會召集人為當然成員，餘依個案專業領域，自系(所)、院教評會委員會遴聘之。專案審查委員會應於二個月內將審查結果報告書及建議送教評會審議。</p>		
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第六案：國立臺灣大學法律學院訪問學人申請與接待辦法修正案（提案人：國際交流中心）

決議：通過修正第五條如下

修正後條文	現行條文	修正說明
<p>第五條 訪問學人來訪期間每次至少一個月，最長十二個月。必要時，得申請延長。訪問學人應依「國立臺灣大學辦理來校訪問研究境外學者服務暨收費實施要點」繳交「校行政服務費」。 <u>與本院訂有交流協議之學校，其合約內訂有免除前項費用之規定者，其來訪學者得免繳前項費用。</u></p>	<p>第五條 訪問學人來訪期間每次至少一個月，最長十二個月。必要時，得申請延長。訪問學人應依「國立臺灣大學辦理來校訪問研究境外學者服務暨收費實施要點」繳交「行政服務費」。<u>但來自與本院訂有交流協議學校或研究機構者，經本校同意前來訪問研究之學者，依書面約定辦理，得免除其費用。</u></p>	<p>依據 104-2 學期第 2 次院務會議通過，訪問學人應繳交「院行政服務費」，故修正本辦法第五條。</p>

第七案：有關本院與新加坡管理大學法學院交換學生協議書續約討論案（提案人：國際交流中心）

決議：通過如下（附件 1.P6）

第八案：臺大法學論叢下屆主編、院內編審委員、院外編輯委員及諮詢委員推選案（提案人：臺大法學論叢編輯委員會）

決 議：

- 1、下屆主編為顏厥安教授。
- 2、院內編審委員為陳昭如教授（基法）、張文貞教授（公法）、陳忠五教授（民法）、汪信君教授（商法）、李茂生教授（刑法）。
- 3、下屆院外編輯委員及諮詢委員如下（附件 2.P14）
- 4、上述人員之任期均自 2016 年 8 月 1 日起至 2018 年 7 月 31 日止。

第九案：《NTU Law Review》編輯委員會主編改選案（提案人：NTU Law Review 出版編輯委員會）

決 議：邵慶平教授為下屆《NTU Law Review》編輯委員會主編，任期自 2016 年 8 月 1 日至 2018 年 7 月 31 日止。

第十案：《NTU Law Review》編輯委員會編輯委員改選案（提案人：NTU Law Review 出版編輯委員會）

決 議：通過如下（附件 3.P15），任期自 2016 年 8 月 1 日至 2018 年 7 月 31 日止。

陸、附件

【附件 1】續約交換學生計劃協議書



國立臺灣大學
National Taiwan University



SINGAPORE MANAGEMENT UNIVERSITY
SINGAPORE
&
NATIONAL TAIWAN UNIVERSITY
TAIWAN

STUDENT EXCHANGE AGREEMENT

This Agreement is entered into between the Singapore Management University, 81 Victoria Street, Singapore 188065, and the National Taiwan University, No. 1, Section 4, Roosevelt Rd, Da'an District, Taipei City, Taiwan 10617.

In recognition of the high quality of teaching and research conducted at both Universities, Singapore Management University represented by the School of Law (hereafter referred to as SMU) and National Taiwan University represented by the College of Law (hereafter referred to as NTU) desire to collaborate through student exchange to enhance the academic experience and cultural understanding of its students.

This agreement will be administered at NTU by the International Office at College of Law. At SMU, this agreement will be administered by the School of Law.

NTU and SMU have agreed on the following terms for the exchange programme:

Definitions

In this Agreement the following terms and expressions will have the following meaning:

- (a) "Agreement" means this Student Exchange Agreement and additional documents incorporated by reference;
- (b) "Exchange Student" means a student enrolled in the Exchange Programme;
- (c) "Home Institution" means the institution at which the Exchange Student is registered as a full-time student and who sends the student to the Host Institution;
- (d) "Host Institution" means the institution that receives the Exchange Student on exchange during the Exchange Period;
- (e) "Exchange Period" means the period of time which the Exchange Student spends at the Host Institution on a fee waiver basis.

Scope of Exchange

(a) Numbers and Duration

Each University may send the equivalent of four (4) semester students per academic year (where two students enrolling for one semester will be equivalent to one full-time student for one year). If an Exchange Student withdraws or is dismissed for any reason before the end of a course, it will be considered as a completed exchange. The parties agree that there will be no

replacement for students who do not complete an exchange. The number of students may be modified from time to time by mutual agreement. It is understood that a balance in numbers of students exchanged shall be sought over the term of this Agreement. However, each party should be prepared to consider a disparity in any given semester or year during the term of the Agreement. For the avoidance of doubt, this Agreement contemplates a "School-level" exchange, whereby students will only be entitled to select modules from the above-mentioned School of Law at SMU and College of Law at NTU. Unless expressly agreed in writing, students participating in an exchange pursuant to this Agreement shall not be able to select modules from any other School in SMU or NTU during their exchange stint.

(b) Selection, Enrolment and Assessment of Exchange Students

- i) Each institution shall assess and recommend qualified candidates conforming to the admission requirements of the host institution to the host institution. The selection process shall consist of an evaluation of the student's previous academic record, drive, motivation, and overall potential to succeed in an international academic environment.
- ii) The host institution reserves the right to determine the final admission eligibility of each student nominated by the home institution.
- iii) Nominated Exchange Students must be registered for a full-time students degree programme at the Home Institution and must have completed at least one year of continuous study at the Home Institution before the exchange semester.
- iv) Nominated Exchange Students should be in good academic and disciplinary standing at the Home Institution.
- v) Nominated Exchange Students should have sufficient funds for administrative fees (other than those borne by the Home Institution) and personal and living expenses for the duration of study at the Host Institution.
- vi) Participants in the exchange will be governed by the same regulations and performance standards that pertain to other students at the Host Institution. It is understood that the Host Institution's course/module quotas, normal timetabling, and scheduling constraints apply to all students, including Exchange Students.
- vii) Exchange Students will pursue an academic programme developed in consultation with the student's Home Institution. The departments/offices involved in the exchange at the Home Institution 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 module descriptions and syllabuses to aid in course equivalencies evaluation.
- viii) Any academic credits received during the course of the exchange may be transferred to the Home Institution in accordance with the appropriate regulations of the Home Institution. Each partner will provide the other with an

official transcript of each Exchange Student at the completion of the exchange.

(c) Academic Status

The Exchange Student may apply to any undergraduate and graduate programme offered at the Host Institution but the Host Institution reserves the right to exclude students from restricted enrolment programmes. Credit towards the student's degrees are to be awarded by the Home Institution. Students are expected to maintain the equivalent of a full time course load at the Host Institution.

It is recommended that exchange students shall possess language ability sufficient for comprehension of lectures and for carrying out research work at the host university. Students accepted for exchange at SMU shall meet the minimum English language requirements specified by SMU. The score for TOEFL-test should be equivalent to 583 points (the paper-based test) or 93 points, with 22 points for both reading and writing (the Internet-based test); the score for IELTS should be 7 and above, with reading score 7 and writing score 6.5.

Responsibilities of the Host Institution

- (a) The Host Institution will provide Exchange Students with formal letters of admission and other documents as may be required for establishing their student status for visa and other purposes.
- (b) Exchange Students admitted at the Host Institution are restricted to a set of courses open to Exchange Students under the Exchange Programme.
- (c) The Host Institution is required to notify the Exchange Students of the list of modules/courses available to them at least one calendar week before the start of the semester.
- (d) Exchange Students will have the same access to student services and facilities of the Host Institution as regular students of the Host Institution.
- (e) Host institution will issue students and their Home Institution with an official transcript of records within three months after the end of the Exchange Period.

Exchange Students Responsibilities and Expenses

- (a) Exchange Students participating in exchange under this Agreement shall observe all the relevant rules and policies of the Host Institution. The Host Institution reserves the right to dismiss any Exchange Student whose academic performance or conduct, in the sole discretion of the Host Institution, warrants such action. The appeals, disciplinary and complaints processes of the Host Institution will apply for the Exchange Period. The Host Institution shall provide full information to the Home Institution about all disciplinary action which it takes in relation to any Exchange Student. The Home Institution reserves the right to investigate appeals, disciplinary and complaints issues under its own procedures.
- (b) If an Exchange Student voluntarily withdraws or is dismissed by the Host Institution before the end of the programme, there will be no substitution of new students for any students who do not complete the programme.
- (c) Exchange Students will be charged for any damage they cause to the Host Institution's property, including but not limited to furniture, materials and resources, library books, computers, and property belonging to third parties.
- (d) The Host Institution takes no responsibility for loss or damage to Exchange Students' personal belongings, however caused, and all Exchange Students should make their own insurance arrangements for loss of or damage to personal property.
- (e) Exchange Students will continue to pay tuition fees at their Home Institution. They will receive a tuition fee waiver from the Host Institution (that is, no tuition fee will be charged to them) but they will be responsible for all their other expenses. These include but are not limited to: living costs (accommodation, meals etc.), passport and visa costs, healthcare and insurance and other personal costs (books, clothing, necessities, entertainment, transportation, etc.)
- (f) Exchange Students will be required to carry adequate health and travel insurance and to provide proof to the Host Institution that the insurance will cover the costs of health care during the Exchange Period prior to starting classes. The travel insurance shall be valid for the entire duration that the student is away from the Home Institution for purposes of exchange under this Agreement, including but not limited to any travel that may be undertaken by the student before, during or after the actual Exchange Period.
- (g) Exchange students attending SMU will be required to pay administrative fees and tax; which covers IT fees, sports facilities, student card, medical and health insurance.

- (h) Exchange students will be expected to abide by the laws and customs of the host country and by the policies and regulations of the Host Institution.

Administration

- (a) The Host Institution will provide appropriate orientation to help the Exchange Students settle readily into life in the host environment. The Host Institution will continue to offer reasonable assistance to the Exchange Students throughout the Exchange Period.
- (b) The Host Institution shall make reasonable efforts to assist Exchange Students in finding suitable accommodation within university appointed housing facilities. However, the availability of such housing cannot be guaranteed. The cost of housing is the responsibility of each Exchange Student.

Data Protection

Both universities appreciate that they will need to disclose to the other Personal Data (as defined below) relating to exchange students. Each university, being both a provider and a recipient of Personal Data under this Agreement, agrees to take reasonable steps to assist the other party to ensure that the relevant data protection laws of the Personal Data provider are complied with when so advised by the Personal Data provider. In this respect, both Universities agree that they will ensure that all student records and Personal Data relating to exchange students are held securely and confidentially and to further ensure that no such Personal Data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the student exchange programme. Both universities acknowledge that Personal Data relating to participating students supplied by their home institution is to be processed by the host institution only in accordance with the terms of this Agreement and otherwise on the express instructions of the home institution and agree that they will take appropriate technical, organizational and contractual measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such Personal Data. Both universities agree that they shall obtain prior written consent from the other university prior to transferring any personal data to any sub-contractor or affiliate. In the event of a complaint lodge by the owner of the Personal Data, the universities shall fully co-operate and provide necessary information and documentation reasonably required by either university. In the event of any breach of the security measures put in place for the protection of the Personal Data or any loss of the Personal Data, the universities agree to inform each other promptly. The

provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

For the purposes of this clause “Personal Data” shall mean; data whether true or not, about an individual who can (a) be identified from that data; or (b) from that data and other information to which the university has or is likely to have access.

Validity

- (a) This Agreement shall remain in force for a period of five (5) years from the date of the last signature, and shall renew itself automatically for successive periods of two-years, with the understanding that it may be terminated by either institution by providing twelve (12) months’ advance written notice to the other.
- (b) Arrangements for termination, howsoever caused, must include provision by both partner institutions for any continuing students to complete their studies and any period of notice should take account of any re-examination/re-assessment requirements that may be outstanding.
- (c) This Agreement may be reviewed at any time and any modifications concerning the present Agreement may be made only by mutual consent in writing between authorized representatives of the parties, giving three (3) months’ notice.

Liaison Officers

- (a) Each institution shall nominate a specific officer with responsibility for the implementation of the exchange agreement.
- (b) The liaison officer from SMU is:
 - Name: Joyce TAY
 - Appointment: Assistant Manager
 - Email: joycetay@smu.edu.sg
 - Contact number: 6828 0078
- (c) The liaison officer from NTU is:
 - Name: Cindy LIU
 - Appointment: Program Manager
 - Email: ntulawintex@ntu.edu.tw
 - Contact number: 886-2-3366-8807

Conflict

It is understood and agreed to in this Agreement that in the event of any dispute or conflict, both institutions shall act in good faith to resolve the conflict by adhering to and without violating the laws, regulations, procedures and customs of the host countries.

Dispute Resolution

Any dispute controversies, or differences arising out of or in connection with this agreement which cannot be resolved by amicable discussions between the administering offices shall be jointly referred to the President of SMU and the President of National Taiwan University or their nominees, for resolution. If a matter cannot be resolved under the provisions of this clause, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.

Governing Law

Both institutions shall use best efforts to resolve any disputes arising out of this agreement amicably. In any dispute with respect to a particular exchange student, the agreement shall be constructed in accordance with the laws of the relevant host country.

SINGAPORE MANAGEMENT UNIVERSITY

NATIONAL TAIWAN UNIVERSITY

Professor Tiong Min YEO, S.C. (Hon)

Professor Sheng-Lin JAN

Dean, School of Law

Dean, College of Law

Date:

Date:

【附件 2】下屆臺大法學論叢院外編輯委員及諮詢委員名單

〔院外編輯委員〕

基法

施慧玲，國立中正大學法律學系教授

張嘉尹，世新大學法學院教授兼院長

公法

李惠宗，國立中興大學法律學系教授

陳立夫，國立政治大學地政學系教授

劉靜怡，國立臺灣大學國家發展研究所教授

民法

林誠二，東吳大學法學院教授

林秀雄，輔仁大學法律學院教授

刑法

何賴傑，國立政治大學法學院教授

陳子平，國立高雄大學法律學系教授

商法

林國全，國立政治大學法學院教授

陳昭華，國立臺灣科技大學智慧財產學院專利研究所教授

國際法(公法及經貿法)

洪德欽，中央研究院歐美研究所研究員

廖福特，中央研究院法律學研究所研究員

〔諮詢委員〕

王利明，中國人民大學法學院教授兼常務副校長（中）

朱慈蘊，中國清華大學法學院教授（中）

寺田浩明，日本京都大學大學院法學研究科教授（日）

陳弘毅，香港大學法律學院教授（中）

Benjamin L. Liebman, Professor of Law, Columbia University Law School, U.S.A. (美)

Gunter Schubert, Professor, Department of Chinese and Korean Studies, Institute of Asian and Oriental Studies, Chair of Greater China Studies, University of Tuebingen, Germany_(德)

Jerome A. Cohen, Professor of Law, New York University School of Law, U.S.A. (美)

Pitman B. Potter, Professor of Law, University of British Columbia, Canada (加)

Sean Cooney, Associate Director, Asian Law Center, Melbourne University Law School, Australia (澳)

【附件 3】下屆《NTU Law Review》編輯委員名單

*依姓氏字母與筆畫順序排列

姓名	國籍	服務單位	專長	
Albert Hung-Yee Chen	香港 (中國)	University of Hong Kong School of Law	Jurisprudence, Constitutional Law, Chinese Law	incumbent
Sean Cooney	澳大利亞	Melbourne University School of Law	International and Comparative Labor Law, Asian Law, Chinese Law, Taiwanese Law	incumbent
Tom Ginsburg	美國	University of Chicago Law School	Comparative law Constitutional law	incumbent
Masahito Inouye	日本	Waseda University School of Law	Criminal procedure law Police law	incumbent
Kon Sik Kim	韓國	Seoul National University School of Law	Commercial law	incumbent
Pitman B. Potter	加拿大	University of British Columbia School of Law	Chinese Law and Politics, International Trade and Investment Law	incumbent
Li-ann Thio	新加坡	National University of Singapore	Public International Law, International	incumbent

		School of Law	Human Rights Law, Constitutional Law & Administrative Law, Constitutionalism and Human Rights in Asia, Law and Religion	
張文貞	臺灣	臺大法律學院	憲法、行政法	現任
林超駿	臺灣	臺北大學法學院	刑法	非現任
江耀國	臺灣	中原大學法學院	行政法、通訊傳播法 制	現任
邵慶平	臺灣	臺大法律學院	商事法	現任
汪信君	臺灣	臺大法律學院	保險法、金融市場法 制	現任主編（將 於 2016 年 7 月 31 日卸任）
陳昭如	臺灣	臺大法律學院	法律史、法律與社 會、女性主義法學	現任
馮震宇	臺灣	政大法學院	智財法	現任
葉俊榮	臺灣	臺大法律學院	憲法、環境法	現任
廖福特	臺灣	中研院法律學研究 所	憲法、國際人權法	現任

柒、散會 下午 4 時 30 分