

# 慈濟大學 111 學年度醫學系

## 系務會議 第 2 次會議 (電子郵件審議) 會議紀錄

會議時間：112 年 02 月 10 日星期五

主席：陳新源

委員：陳宗鷹、郭昶志、楊久勝、張恩庭、蔡任弼、劉晉宏、楊昆達、陳灝平、曾志恩、林念聰、曾國藩、徐邦治、張睿智、丁大清、鄭敬楓、王佐輔、陳培榕、李原傑、劉岱璋、蕭仲凱、詹勝傑、江元宏、林聖皇、葉日弋、沈裕智、吳文田、王柏凱、王英偉、梁忠詔、林子凱、謝明蓁、吳耀光、曾啟育、呂紹睿、袁宗凡、陳彥璋、吳天元、彭士奕、余美萱、蔡昇宗、朱紹盈、張懷仁、林于立、許宏達 (敬稱省略)

學生代表：陳乃鼎

回覆委員：陳新源、陳宗鷹、郭昶志、楊久勝、張恩庭、蔡任弼、楊昆達、陳灝平、曾志恩、林念聰、曾國藩、徐邦治、張睿智、丁大清、鄭敬楓、王佐輔、李原傑、蕭仲凱、詹勝傑、江元宏、沈裕智、吳文田、王柏凱、梁忠詔、謝明蓁、吳耀光、袁宗凡、陳彥璋、吳天元、余美萱、蔡昇宗、朱紹盈、張懷仁、林于立、陳乃鼎

記錄：黃眉靜

### 壹、主席佈達事項

醫學系 教育目標	培養術德兼修、關懷生命、擁有慈濟大愛與利他之情懷，善於溝通、重視團隊合作，樂於承擔社會責任，並具備主動及終身學習的能力，以奠定醫學生成為良醫之基礎
醫學生 核心能力	1、優良的醫學專業知識與技能 2、良好的人際關係與溝通能力 3、主動及終身學習之習慣，並應用於臨床工作中的學習與改善 4、醫學人文與倫理之專業素養 5、醫療與健康照護體系中執業的能力 6、提供以病人為中心、基於實證的全人醫療

### 貳、議題討論

**案由一：醫學系學術交流合作學校-美國 Robert Wood Johnson Medical School (RWJMS) MOU 續簽案。(醫學系提案)**

說明：

1. 本系自 2011 年起與美國 Robert Wood Johnson Medical School (RWJMS) 簽訂交流合作，上期至今已期滿(2015-2020 年)，近年 2021-2022 年受疫情影響暫無交流，2023 年全球疫情政策鬆綁故再行續約，續約內容如附件。
2. 該校補助 2 名學生免收訓練費用，而本系規劃醫六學生每年可利用自選科實習時段前往海外實習交流四週，2011-2020 年已有 13 名學生前往，期間該校亦有 1 名學生前來觀摩模擬手術及花蓮慈濟醫院實習教學課程。

決議：經委員回覆結果如下，本案過半數通過，擬提送院務會議審議。

同意	不同意
35	0

## **MEMORANDUM OF UNDERSTANDING**

### **To Establish a Program of Scholarly Exchange and the Exchange of Graduate Students and Residents**

**between**

**College of Medicine, Tzu Chi University,  
Hualien, Taiwan**

**and**

**Rutgers, The State University of New Jersey,  
on behalf of its  
Robert Wood Johnson Medical School,  
New Brunswick, New Jersey, United States of America**

The purpose of this Memorandum of Understanding (MOU) is to promote scholarly exchange and cooperation, and graduate student and resident exchange, between the **College of Medicine at Tzu Chi University in Hualien, Taiwan**, and Rutgers, The State University of New Jersey (“Rutgers”), Robert Wood Johnson Medical School (“RWJMS”), in New Brunswick, New Jersey, United States of America (hereafter “the Parties,” and singularly “the Party”).

#### **ARTICLE 1: PURPOSE**

Under this MOU, the Parties undertake to promote and provide for the exchange of scholars, the development of cooperative efforts in research and scholarly publication, and for the exchange of graduate students and residents. The Parties are encouraged to explore cooperatively further avenues of interaction between the two institutions. Details of the implementation of any particular collaborative agreement shall be negotiated between the two institutions as such specific cases arise. Any such agreement will be legitimized by the completion of a specific Agreement of Cooperation.

#### **ARTICLE 2: SCHOLAR EXCHANGE**

2.1: Scholar exchange programs or joint research projects in areas of mutual interest may be negotiated under the terms of this Agreement. Scholars participating in the program of exchange must be nominated by the sending institution and accepted by the host institution according to procedures developed internally at each institution and following a timetable to be determined mutually by the two institutions. The total number of exchanges in any one year will be determined in consultation between the two institutions.

2.2: The primary responsibility of each scholar exchangee shall be scholarly activity, including research, in collaboration with colleagues at the host institution. Unless otherwise

specified, the exchangees are to have no formal classroom teaching responsibilities at the host institution.

2.3: Either Party may propose to the other specific individual research projects for collaboration. Such proposals may be made at any time and the Parties will develop an agreement for each agreed-upon project. The protection and utilization of any intellectual property arising out of a research project will be addressed in each individual project agreement.

2.4: The Parties may develop and offer joint courses (in-person and/or using distance technology) in teaching programs through innovative techniques and formats employed in the educational process.

2.5: The visiting scholars participating in this exchange shall be subject to the host institution's policies and regulations concerning academic personnel and intellectual property. They shall not be required, however, to comply with any such policy or regulation that is in contravention to their obligations to their home institution. In the event of a dispute, the Parties agree to work cooperatively to find a mutually satisfactory solution and to provide consistent guidance to the affected faculty member.

2.6: The host institution bears no financial responsibility for scholars visiting their institution under this Agreement, including the cost of travel between the two institutions, accommodations, food, and other personal expenses. The salary of each participant shall be paid by the sending institution during the term of the exchange.

2.7: Participants will be required to carry medical insurance equivalent to the typical policy available for visiting scholars to that country, as well as proof of the COVID-19 and other mandatory vaccinations. The host institution shall bear no responsibility for any health-related expenses incurred by a visiting scholar.

2.8: Participants will be responsible for meeting all regulatory eligibility requirements and complying with all applicable customs and immigration laws and regulations for their stay at the host institution.

2.9: For each participant in this exchange, the host institution will assist in locating suitable accommodations, but does not guarantee the availability of such housing nor its proximity to the host institution's campus. Further, the host institution will provide suitable office space and access to research equipment and library materials, as available. Where necessary, the host institution will assist in finding support for research expenses incurred by the visiting scholar during the period of residence. The host institution, however, makes no guarantees that any such support for research expenses will be available.

### **ARTICLE 3: GRADUATE STUDENT AND RESIDENT EXCHANGE**

3.1: Any graduate students or residents participating in this program must be nominated by the sending institution and accepted by the host institution in accordance with its admission procedures and regulations. The total number of participants in any one year will be determined in consultation between the two institutions.

3.2: In addition to the conditions set forth in this MOU, any student or resident exchange with any unit of Rutgers Biomedical and Health Sciences (RBHS) must follow all requirements contained in Attachments A, B, and C.

3.3: The period of stay for visiting students or residents shall be determined by the two Parties. During their stay, students/residents shall conform to the regulations of the host institution that apply to them.

3.4: The host institution bears no financial responsibility for students or residents visiting their institution under this Agreement, including cost of travel between the two institutions, accommodations, food, and personal expenses of the visiting student/resident. Arrangements regarding the payment of tuition and fees by or on behalf of exchange and visiting students or residents will be spelled out in a specific Agreement of Cooperation.

3.5: All participating students or residents will be required to carry health insurance at a level equivalent to or greater than the coverage required at the host institution for international students, as well as proof of the COVID-19 and other mandatory vaccinations. Students/residents visiting Rutgers must provide evidence of an insurance policy that is compliant with the Affordable Care Act, or purchase the Rutgers Student Health Insurance program available at the time of enrollment. They will be exempted from purchasing health insurance only upon providing acceptable evidence of equivalent insurance. The host institution shall bear no responsibility for any health-related expenses incurred by an exchange or visiting student or resident.

3.6: The host institution shall assist the student or resident in locating suitable accommodations, but does not guarantee the availability of such housing nor its proximity to the host institution's campus.

3.7: Participants will be responsible for meeting all regulatory eligibility requirements and complying with all applicable customs and immigration laws and regulations for their stay at the host institution.

#### **ARTICLE 4: UNDERGRADUATE STUDENT EXCHANGE**

Any reciprocal undergraduate student exchange, or non-reciprocal visiting student program, between the Parties requires a separate approval process and a more detailed Agreement of Cooperation with the participation of Rutgers Global–Study Abroad.

#### **ARTICLE 5: OTHER COLLABORATIONS**

The Parties agree to encourage the development of other sorts of scholarly activities of mutual interest, including collaborative research projects, the potential participation of graduate students from the two institutions in such projects, and short-term visits by faculty members from one of the institutions to the partner institution. Furthermore, when a conference or academic event is held at either institution on a subject of mutual interest, invitations to participate, wherever reasonably possible, will be extended to faculty in related disciplines at the partner institution.

#### **ARTICLE 6: LEGAL PROVISIONS**

6.1: Other than as expressly provided herein, no funds shall be exchanged between the Parties without an addendum hereto or a separate agreement enumerating the specific cost and expense related thereto.

6.2: It is jointly understood and agreed that the implementation of the above provisions will be subject to the availability of necessary funding and other resources at the partner institution.

6.3: Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, gender identity or expression, age, marital status, ethnicity, religion, national origin, sexual orientation, or disability, or any other category covered by law in its admission, programs, activities, or employment matters.

6.4: Notwithstanding any versions of this MOU which may exist in languages other than English, Rutgers shall be bound only by the provisions of this MOU as expressed above in this English version.

#### **ARTICLE 7: RESPONSIBLE COORDINATORS**

The responsible coordinator for Rutgers for purposes of administering the terms of this MOU is [Karen W. Lin, MD, Assistant Dean, Global Health](#). The responsible coordinator for [Tzu Chi](#) for purposes of administering the terms of this MOU is [Tsung-Ying Chen, Dean, College of Medicine](#). Any change in the coordinator for one Party shall be communicated in writing to the coordinator of the other Party within 30 days of any such change.

#### **ARTICLE 8: DURATION AND SIGNATURES**

This MOU is dependent upon endorsement below by the appropriate officers of the two institutions and will be effective for a period of three (3) years from the date of their signing. At the end of that period the MOU will be subject to renewal or modification by mutual written consent of the two institutions. All modifications to this MOU must be in writing and signed by both Parties, which form part of this instrument as Annex. Either Party may terminate this Agreement upon at least six (6) months' written notification. Both Parties agree that all activities

in progress at the time of the notice of termination will be concluded in accordance with this Agreement.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have offered their signatures:

**For: Rutgers, The State University of New Jersey**

**For: College of Medicine, Tzu Chi University**

**By:**

**By:**

\_\_\_\_\_  
[Name]  
Dean, [Name of unit]

\_\_\_\_\_  
**Tsung-Ying Chen,**  
**Dean, College of Medicine**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
[Name]  
Chancellor (or Provost), [Name of division or university location]

\_\_\_\_\_  
**Jui-Hung Yen,**  
**Vice President, Tzu Chi University**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Prabhas V. Moghe**  
**Executive Vice President for Academic Affairs**

**Date:** \_\_\_\_\_

## Attachment A

### **Additional General Provisions and items related to Insurance and Interpretation and Designated Liaisons for all units of Rutgers Biomedical and Health Sciences (RBHS)**

#### **General Provisions**

1. Each institution does hereby warrant and represent that it is fully accredited in good standing in accordance with the requirements for an institution of higher education in its home jurisdiction and also qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.
2. The Parties herein agree that all applicable laws against discrimination, and all rules and regulations promulgated thereunder, shall be applicable to activities under this Agreement as they pertain to Rutgers and [Tzu Chi University](#).
3. Under this Agreement, Rutgers and [Tzu Chi University](#) shall continue to be autonomous and shall be governed independently by their respective governing boards and administration except insofar as this Agreement specifically states to the contrary.
4. Neither Party shall use the other school's name or any mark likely to suggest that it is related to the other school, in any advertising, promotion, or brochures without first obtaining the written consent of the other institution.
5. This Agreement shall be governed by New Jersey law and the Parties hereby submit to the exclusive jurisdiction of the State of New Jersey. However, in the event of any dispute or difference between the Parties arising in connection with this Agreement, and prior to any litigation or threat of litigation, the Parties shall, within twenty-eight (28) days of a written request from the aggrieved Party to the other Party, meet in good faith in an effort to resolve the dispute.
6. Except as otherwise provided in this Agreement, the Parties hereto may not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without receiving the prior written consent of the other Party. Any assignment made without consent of the other Party shall be void and the non-assigning Party shall not recognize any such assignment.
7. The failure of either Party to enforce a breach of any provision of this Agreement or to insist on strict performance of any provision of this Agreement shall not be construed as a waiver of the breach for the remaining period of this Agreement.

#### **Insurance**

1. Rutgers shall maintain a program of insurance throughout the term of this Agreement providing for general and professional liability coverage of Rutgers, its faculty,

employees, staff, and students providing services pursuant to this Agreement and providing minimum limits of coverage of \$2,000,000 per occurrence.

Tzu Chi University shall provide for general and professional liability coverage of its employees, staff, and students providing services pursuant to this Agreement subject to applicable laws governing Tzu Chi University's liability.

### **Interpretation and Designated Liaisons**

1. This MOU is a product of reciprocal cooperation and good faith between both Parties, so any conflict which may arise in its interpretation, execution, and performance, shall be resolved by mutual accord between the holders thereof. Each institution, by the appropriate responsible individual of each academic unit, agrees to release and hold the other harmless from and against any claims, damages, liability, or costs arising from their respective performance under this MOU except to the extent that such claims, damages, liability, or costs arise from the negligent or willful acts or omissions of the other institution or any of its agents or employees.

## **Attachment B**

### **Guidelines for Student Admissions and Enrollment, Student Conduct, and Student Academic Progress and Assessment for all units of Rutgers Biomedical and Health Sciences (RBHS)**

1. Each Party shall inform its students about the application process and the requirements from the host institution. All students shall be matriculated in good academic standing as certified by the Associate Dean/Program Director of the student's home institution.
2. Prospective Rutgers exchange students shall apply through their respective Associate Dean/Program Director. The host institution may conduct a telephone interview as part of the selection process.
3. Each school will confirm program dates and will inform the partner institution of the dates and any changes in a timely fashion.
4. All official student records shall be maintained by the home institution but, subject to applicable law, be available for compliance with any Government regulations regarding foreign students' registration.
5. Students shall remain students of their home institution.
6. Academic advisement by both institutions shall ensure that students are made aware of all requirements for completion of rotations or courses and shall be provided by both the host and home school.
7. The host institution shall provide an on-site orientation program that will include information about the host institution's rules and regulations, academic standards, standards of conduct, culture, and public and personal safety matters.
8. The host institution agrees to allow utilization of its laboratories and other research facilities, if necessary, to meet the goals of the program.
9. The host institution will provide opportunities for students to interact socially and at academic gatherings with professors, professional staff, and undergraduate and graduate students, as appropriate.
10. Students in the program shall at all times follow, and be subject to, the rules and regulations established by the host institution, as well as those established by affiliated hospitals and clinical agencies, and shall do so under the specific instruction of the supervisory staff of those facilities. The affiliated clinical facilities have the right to remove any faculty member or student from the site for good cause.
11. Hearings regarding alleged violations of rules or regulations at Rutgers shall be conducted in accordance with Rutgers' procedures.

12. Standards of satisfactory academic progress shall conform to the policies and procedures of the home institution.
13. The host institution shall be responsible for evaluation of the clinical competencies of students enrolled in the program.
14. Subject to applicable law, each institution will keep the other advised of the student's status as needed or requested.
15. Student hearings regarding academic performance shall be conducted according to the established policies and procedures of the school responsible for teaching the specific course, or overseeing clinical rotations. It is expressly understood that academic decisions at the home institution are not applicable to the initial decision of academic progress in such hearings, but the home institution may review the decision at the request of the student.

## Attachment C

### **Requirements for Students/Residents coming to all units of Rutgers Biomedical and Health Sciences (RBHS) from schools outside of the United States of America**

1. Clinical rotations will be for a period of up to four weeks. Visiting students/residents will be classified as short-term scholars for visa purposes and are responsible for obtaining their own visas.
2. Proof of malpractice insurance coverage effective in the U. S. of at least \$1,000,000 is required of all participants. Some schools will provide coverage for their students/residents, but in the event such coverage is not available, Rutgers will refer the participant to an agency to obtain acceptable coverage. The Academic Health Professionals Insurance Association is one agency that works with U.S. institutions to provide a four-week malpractice insurance policy for approximately \$284 USD.
3. All participants must provide written certification from their home institution that they are in good academic standing.
4. All participants must produce evidence of health insurance coverage recognized by U.S. health care providers. Some schools may provide coverage for their students/residents. Students/residents visiting at Rutgers must provide evidence of an insurance policy that is compliant with the Affordable Care Act, or purchase the Rutgers Student Health Insurance program available at the time of enrollment.
5. All participants must provide proof that they meet all immunization requirements in their home country and all RBHS student health and immunization requirements.
6. All participants must provide evidence of having completed training in Basic Life Support (BCL).
7. All participants who will be in clinical areas, even as observers, must provide proof of Health Insurance Portability and Accountability Act (HIPAA) training before rotation starts.
8. To assess English proficiency before acceptance, all participants will have a Skype or Google interview with one of the deans of RWJMS Global Health and/or with one of the rotation supervisors.
9. All participants must undergo a Complete Background Check (CBC) (can be completed upon arrival) and achieve a result acceptable to Rutgers.