

Between

**COLLEGE OF BUSINESS
NATIONAL TAIPEI UNIVERSITY**

And

**SINGAPORE MANAGEMENT UNIVERSITY
SCHOOL OF INFORMATION SYSTEMS**

**3+1.5 YEARS FAST-TRACK MASTER OF IT IN BUSINESS (MITB) PROGRAMME
IMPLEMENTATION AGREEMENT**

THIS AGREEMENT is made on the /06/2018 between **National Taipei University**, a public academic institution with its registered address at 151 University Road, Sanshia District, New Taipei City, 23741 Taiwan, as represented by its **College of Business** (“NTPU”) and the **Singapore Management University**, a company, with its registered address at 81 Victoria Street, Singapore 188065, as represented by its **School of Information Systems** (“SMU”) (collectively the “Parties” and each a “Party”).

WHEREAS:-

- (A) The Parties on **20 October 2017** signed a NTPU-SMU Dual Master Degree Programme Collaboration Agreement.
- (B) Following the NTPU-SMU Dual Master Degree Programme Collaboration Agreement, the Parties have agreed to collaborate together and enter into this Master of IT Business (“MITB”) implementation agreement which sets out the details of the management of the collaboration between the Parties, in respect of the admission of the NTPU students to the 3+1.5 years fast-track MITB programme (“Programme”) offered by SMU and the administration of the Programme.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES as follows:-

1. COLLABORATION MANAGEMENT COMMITTEE

- 1.1 Save as otherwise determined by the Parties in writing, for the term of this Agreement, the Parties shall establish and maintain a Collaboration Management Committee (“CMC”) comprising a total of 4 members (two of whom shall be appointed as co-chairmen under Clause 1.2) with:
 - i. 2 representatives appointed by NTPU; and
 - ii. 2 representatives appointed by SMU;or such other number as shall be jointly agreed in writing between the Parties provided always that there shall be equal representation from each Party on the CMC. All [4] members shall be jointly agreed by the Parties.
- 1.2 The CMC will be co-chaired by a NTPU appointed member of the CMC and a SMU appointed member of the CMC.
- 1.3 The functions and proceedings of the CMC are set out in **Annex A**. Subject to the provisions of this Agreement, the members of the CMC shall adopt such procedures and practices for the conduct of the activities of the CMC as they may consider appropriate from time to time.

2. MASTER OF IT IN BUSINESS DEGREE PROGRAMME AT SMU

2.1 Conditional Admission

2.1.1 NTPU undergraduate students who have completed the 3rd year of their undergraduate degree programme at NTPU may apply for conditional admission to the Programme offered by the School of Information Systems (“SIS”) at SMU. NTPU undergraduate students who have submitted such applications shall be referred to herein as “NTPU Applicants”.

2.1.2 SMU will assess NTPU Applicants for admission to the Programme based on the academic results obtained in the first 3 years of the undergraduate degree programme. For the purposes of such assessment, NTPU Applicants shall have the following minimum admission criteria:

- i. Successfully completed the first 3 years of their undergraduate degree with outstanding academic results;
- ii. GMAT score of 630 or greater; and
- iii. TOFEL score of 100 or greater or IELTS score of 7.0 or greater. If IELTS score is between 6.5 (included) and 7.0 (not included) or TOFEL equivalent (90-99), student will need to take compulsory English lesson.

2.1.3 NTPU Applicants who fulfill all admission criteria as set-out above, will be required to attend an interview at SMU or NTPU or via net-meeting methods and if successful at the interview, then upon commencing the final year of their undergraduate degree programme, be eligible to receive an offer of admission to the Programme,

2.1.4 NTPU Applicants seeking admission to the Programme commencing in the academic year (“AY”) 2019 shall be eligible to apply for admission from 1st Jan 2019 until the application closing date for the Programme on 15th July 2019 or other dates stipulated by SMU. For NTPU Applicants that apply in subsequent AY, they shall be eligible for admission from 1st January of that AY until the application closing date for the programme on 15th July of that AY or other dates as stipulated by SMU.

2.1.5 NTPU Applicants who have successfully enrolled onto the Programme shall be referred to herein as “students”.

2.2 Academic Calendar

2.2.1 NTPU will provide its academic calendar to SMU at least 12 months in advance for planning.

3. PROGRAMME FEATURES

3.1 Administrative Matters

3.1.1 Students admitted into the Programme shall be enrolled and matriculated as full time students of both SMU and NTPU. Students will attend classes at SMU whilst completing their final year undergraduate thesis at SMU.

3.1.2 All students in the Programme must comply with all SMU's rules, policies and guidelines on the completion of the Programme.

3.1.3 The students in the Programme have to fulfill the following graduation requirements of SMU:

- i. 13 Credit Units from the MITB Programme
- ii. Maintain a minimum cumulative Grade Point Average ("GPA") score of 2.5 each term
- iii. Attend Professional Development Series courses conducted by Office of Post Graduate Professional Programmes
- iv. Complete all graduation requirements within a maximum candidature period of 3 years at MITB
- v. Be awarded Bachelor's Degree in their respective fields from NTPU

3.1.4 Upon successful completion of the Programme, students will be conferred:

- i. Bachelor degree in Business Administration from NTPU; and
- ii. Master of IT in Business Degree from SMU.

3.1.5 A student may decide to withdraw or may be asked to withdraw from Programme if the student fails to meet SMU's rules, policies and guidelines relating to the Programme.

3.1.6 SMU reserves the right to suspend student if the student does not fulfil the minimum cumulative GPA requirements while completing their final year thesis. Upon completion of their final year thesis and NTPU undergraduate requirements, NTPU students may return to SMU to complete the outstanding graduation requirements.

3.1.7 Two separate degree scrolls and two separate transcripts will be issued by the respective universities to the students.

3.2 Students and Scholarships

3.2.1 The Programme will admit up to 10 students from NTPU and may increase enrolment numbers in subsequent years.

- 3.2.2 Students participating in the Programme are personally responsible for all health, safety and insurance costs in connection with their period of study abroad and their stay in the country. Each Party shall not be responsible for the other Party's students.
- 3.2.3 Scholarships will be provided to deserving students for fulfilling the MITB degree. SMU shall provide scholarships of \$4,000 each for up to 10 students from the first intake. The scholarship amount will be revised for future intakes. SMU will select the recipients for the scholarships according to SMU selection criteria.

3.3 Internship and Job Placements

- 3.3.1 SMU has practicum managers and an Office of Postgraduate Career Services to assist students to secure internship and job placements. However, SMU does not guarantee that all students will be placed for internships or are able to find permanent jobs after graduating from SMU with a MITB degree.
- 3.3.2 Students who successfully secure an internship may be paid a monthly stipend by the sponsoring company, solely at the discretion of the sponsoring company. Internship is an optional course equivalent to 1 or 2 credit units. Students are only allowed to complete one internship, regardless of the credit units. Once secured, students must complete the internship duration of at least i) 10 weeks for 1 credit unit or ii) 5 months, and at most 6 months of internship for 2 credit units. Students who terminate their internship early without a valid reason would be deemed to have failed the internship. Internship grading policies are referenced to the MITB Internship/Capstone Project Student Handbook.
- 3.3.3 For students who do not secure any internship within the first 2 terms of the relevant academic year, they will need to complete the programme by either completing other credit units available in the programme or completing a capstone project.

3.4 Marketing

- 3.4.1 NTPU shall include the Programme and SMU Logo in the marketing and publicity of other NTPU wide programmes in all mediums whether through print, media, internet or in other NTPU marketing collaterals and the cost of such marketing and publicity shall be borne by the NTPU. The SMU shall use reasonable efforts to assist NTPU in such events where necessary.
- 3.4.2 NTPU shall allow SMU to market and publicize the Programme through events such as roadshows and information sessions at the NTPU. The NTPU shall use reasonable efforts to assist SMU in such events where necessary. These

activities shall be governed by and construed in all respects in accordance with the laws of Taiwan, which NTPU will advise SMU from time to time.

3.5 Admissions

- 3.5.1 Application to the Programme will be done directly by the prospective students to SMU at <http://sis.smu.edu.sg/master-it-business/apply-now> or such other websites as stipulated by SMU.
- 3.5.2 Any enquiries on the Programme will be handled by SMU, supported by NTPU.
- 3.5.3 The criteria for the shortlisting of candidates, the interview format, the selection process, and the appeal process will be in accordance to SMU's rules, policies and guidelines.
- 3.5.4 NTPU will also manage and liaise with SMU on the interview logistics, including scheduling of candidates for the interviews.
- 3.5.5 Selection of the candidates for the Programme will be made solely by SMU.
- 3.5.6 SMU will directly inform the candidates on the outcome of the selection. SMU will also handle any appeals and communicate the appeal outcome to the candidate.

3.6 Fees, Funding and Costs

- 3.6.1 The tuition fees for the Programme will be pegged at the prevailing fees as advised by SMU to NTPU from time to time.
- 3.6.2 NTPU students participating in the MITB programme will register and pay standard tuition fees to NTPU for their final year undergraduate studies, meanwhile, shall pay SMU directly the tuition fees for MITB Programme in accordance with SMU's rules, policies and guidelines.

3.7 Appeals, Academic Misconduct, Student Discipline and Complaints

- 3.7.1 A student may appeal against an assessment decision in relation to any course in accordance with the appeal arrangements set out in SMU policies.
- 3.7.2 Any academic misconduct and discipline matters will be dealt with in accordance to the procedures of the institution where the student is taking his or her course at the time when the misconduct occurs, with the programme offices keeping one another apprised of all occurrences.

3.7.3 A student who wishes to bring up an issue about any aspect of the Programme may bring his/her complaints to the respective Party.

3.8 Alumni

3.8.1 Students who successfully complete the Programme shall become members of SMU's Alumni Association.

3.8.2 SMU shall be entitled to store details of alumni of the Programme on their Alumni databases.

3.9 Ownership of Intellectual Property Rights (IPR)

3.9.1 All existing IPR of a Party shall remain the property of the relevant Party introducing and/or disclosing the same to the other Party for the purposes of this Agreement. The Parties agree that the use of such existing IPR shall be limited to performing each Party's obligations under this Agreement, and the other Party shall not use such existing IPR without the prior written permission of or under licence by the Party which owns such existing IPR.

3.9.2 The IPR of course materials developed solely by the faculty members of a Party shall be solely owned by that Party. The IPR of course materials jointly developed by the faculty members of both Parties shall be jointly owned by both Parties.

3.10 Terms of the Programme and Termination

3.10.1 SMU and NTPU agree to have [1] intake of students per year for 3 years in the Programme starting with the first intake from AY 2019 unless earlier terminated in accordance with the terms of this Agreement.

3.10.2 Any termination of this Agreement shall be without detriment to students currently studying in the Programme. Both Parties shall honour their obligations under this Agreement in relation to those students enrolled in the Programme but who have not yet completed the Programme until such time as students have completed the Programme, withdrawn from the Programme or other arrangements agreed by both Parties in writing have been made to safeguard the best interests of the students for the remainder of their studies.

3.10.3 Termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.

4. USE OF NAME AND LOGO

4.1 Each Party agrees that it shall not use the name, logo and trademarks of the other Party or any abbreviation thereof without the other Party's prior written consent, such consent not to be unreasonably withheld.

5. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

5.1 Except as required by applicable law or other relevant regulatory authorities, neither SMU nor NTPU shall disclose to any person or entity (other than the trustees, directors, officers and employees of the Parties and their professional advisors or contractors or the Ministry of Education on a need to know basis) or make any public announcement or press release with regard to the terms of this Agreement without the prior written consent of the other Party.

5.2 Each Party shall take all necessary and reasonable precautions to prevent the disclosure of any confidential information and limit access to such information to the relevant staff of each Party.

5.3 The restrictions in this Clause 5 do not apply to the following:

5.3.1 information which was at the time of disclosure, or thereafter falls, in the public domain without misconduct or negligence of the disclosing Party; or

5.3.2 information which is required to be disclosed by any applicable regulatory body or by any laws or regulations or pursuant to a valid court order compelling disclosure or any requirements imposed by any similar regulatory bodies provided that the Party required to make the disclosure shall consult with the other Party insofar as is reasonably practicable before making the disclosure.

6. ENTIRE AGREEMENT

6.1 This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes, cancels and amends all prior or contemporaneous negotiations or communications.

7. REPRESENTATIONS AND WARRANTIES

7.1 Each Party hereby represents and warrants to and for the benefit of the other Party the representations and warranties set out in **Annex B**.

8. EFFECTIVE DATE AND TERMINATION

- 8.1 This Agreement shall enter into force from the date of this Agreement until /06/2021 unless otherwise terminated under this Agreement provided that any Party hereto may notify the other in writing not less than 6 months' prior to the expiry of the term of this Agreement that it wishes to extend the term of this Agreement and if the other Party agrees, the term of this Agreement shall be extended by such other period as may be mutually agreed by the Parties, on the same terms and conditions of this Agreement, subject to such modifications and amendments as the Parties hereto may agree in writing.
- 8.2 This Agreement shall terminate at any time upon mutual consent or 6 months' notice in writing by either Party. In the event that on-going collaborative activities are affected by the termination of this Agreement, the Parties undertake to resolve any issue amicably by mutual agreement.
- 8.3 This Agreement may also be terminated by either Party if (a) the other Party has committed a material breach of any of the terms or conditions of this Agreement and has not effectively remedied the same within 30 days of being requested to do so in writing (if such breach is capable of remedy); or (b) the other Party shall become insolvent, shall become subject to judicial management proceedings, make an assignment generally or an arrangement for the benefit of its creditors, have a receiving order made against it or if any resolution be passed or court order be made for its winding up or if a receiver or trustee of its undertaking or any part thereof be appointed by any creditor or if any act be done which would cause any of the foregoing or if any act be done or event occur being analogous under the laws of the country in which such party is incorporated to any of the foregoing.
- 8.4 The termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued as at the date of termination of this Agreement.
- 8.5 Upon the termination of this Agreement under this clause, this Agreement shall become null and void and no Party shall have any liability or further obligation to any other Party (save for antecedent breaches and the provisions of this Agreement that survive the termination of this Agreement). This clause 8.5 shall survive the termination of this Agreement.

9. SETTLEMENT OF DISPUTES

- 9.1 In the event of any dispute, controversy or claim arising out of or in connection with or relating to this Agreement, including any questions regarding the existence, validity, invalidity, breach or termination thereof (a "**Dispute**"), the Parties agree to use best endeavors to resolve the Dispute in accordance with the informal dispute resolution process set out in **Annex C**.

- 9.2 Any Dispute which cannot be resolved in accordance with clause 9.1 shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. Any decision or award of an arbitrator appointed pursuant to this clause will be final and binding on the Parties and the execution thereof may be entered into by any court having jurisdiction.

10. FORCE MAJEURE

- 10.1 Neither Party will be liable for any failure or delay in performing any of its obligations under this Agreement if and to the extent the failure or delay is directly due to one of the following: fire, flood, elements of nature, acts of God, health epidemics declared by the World Health Organisation, acts of war, terrorism or civil unrest, industrial action or any other similar events beyond its reasonable control which affects the general public (each a “**Force Majeure Event**”) provided that the Party affected by the Force Majeure Event is without fault and the failure or delay could not have been prevented by reasonable precautions.
- 10.2 Subject to the Party who has been delayed promptly telling the other Party in writing of the reasons of the delay and the likely duration of the delay; and using reasonable efforts to perform its obligations under this Contract or to mitigate the impact of its non-performance, notwithstanding the Force Majeure Event, the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted an extension of time for performance equal to the period of the delay.
- 10.3 If the Force Majeure Event shall continue for a period exceeding thirty (30) days or the extension of time granted under this clause exceeds thirty (30) days in the aggregate, either Party may terminate this Agreement by giving fourteen (14) days' prior written notice to the other Party without being liable therefore in damages or compensation.

11. GENERAL TERMS

- 11.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore.
- 11.2 Each of the Parties will be and shall act as an independent contractor and not as an agent or partner of, or joint venturer with the other for any purpose and neither Party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.
- 11.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 11.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.
- 11.5 This Agreement may be amended or modified only by an agreement in writing executed by both Parties. This Agreement shall not be assigned or transferred by any Party except with the prior written consent of the other Party.
- 11.6 The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice or affect the validity or unenforceability of the remainder. No forbearance or indulgence on the part of one Party shown or granted to the other in enforcing any of the terms or conditions of this Agreement shall in any way affect diminish restrict or prejudice the rights or power of such Party under this Agreement or operate or be deemed to be a waiver of any breach of the terms or conditions of this Agreement on its part.

FOR
SINGAPORE MANAGEMENT
UNIVERSITY

FOR
NATIONAL TAIPEI UNIVERSITY

Professor Arnoud DE MEYER

Professor LEE, Chen-Jai

President

President

Date:

Date:

IN WITNESS WHEREOF this Agreement was executed on the date and year above written.

Professor PANG Hwee Hwa

Professor WU, Tai-Hsi

Dean, School of Information Systems

Dean, College of Business

Date:

Date:

ANNEX A: COLLABORATION MANAGEMENT COMMITTEE

1. The functions of the Collaboration Management Committee (“CMC”) shall include but shall not be limited to the following:-
 - (i) to monitor and have oversight of and advance the identified areas of collaboration between the Parties;
 - (ii) to determine and agree on new proposed areas of collaboration including research on areas of interest;
 - (iii) to approve all matters requiring the consent of both Parties in the areas of collaboration established between the Parties not delegated to specific individuals or subcommittees/panels and to delegate to authorized individuals or subcommittees/panels such powers of approval;
 - (iv) to appoint and convene relevant sub-committees and/or panels as deemed appropriate to assist in the implementation of the collaborative activities;
 - (v) to approve any new initiatives/measures or changes to the Programme;
 - (vi) to approve the marketing collaterals for the Programme; and
 - (vii) to undertake a periodic evaluation of the Programme annually and jointly agree on any action plan arising and make the necessary amendments.

2. The quorum at a meeting of the CMC necessary for the transaction of any business will be 2 members which shall include 1 member appointed by NTPU and 1 member appointed by SMU. Each member will have one vote in respect of any resolution or matter put to the vote at a meeting of the CMC. A decision or resolution of the CMC will be passed by the simple majority vote of the CMC present and voting at the meeting. Between meetings, either Chairman may circulate to all members a proposed resolution. A resolution in writing signed by a majority of the members will be valid and effective as if it has been passed at a meeting of the CMC duly convened and constituted. In the event a proposed resolution is unable to garner a majority of votes the CMC, the resolution shall be deemed not passed.

3. The CMC shall meet at least twice a year (or in such other frequency as shall be jointly agreed in writing between the Parties) in Singapore to carry out its functions. The members of the CMC may participate in a meeting by means of a conference telephone or video conference telephone or similar communications equipment without the need to be in the physical presence of the other members. Participation in the meeting in this manner will be deemed to constitute presence in person at such meeting and will be counted in the quorum for such meeting.

ANNEX B: REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants to and for the benefit of the other Party as follows:

- (a) it has the legal capacity, power and authority to enter into, exercise its rights and perform and comply with its obligations under this Agreement and be bound in all respects by the terms herein;
- (b) all actions, conditions and things required to be taken, fulfilled and done on its part (including the obtaining of any necessary consents, approvals, authorisations and confirmations) in order (a) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement and (b) to ensure that these obligations are valid, legally binding and enforceable have been taken, fulfilled and done and will be in full force and effect;
- (c) it is duly organized and validly existing under the laws of its place of formation;
- (d) it is not in breach, and the execution and delivery of this Agreement or the exercise of its rights and/or performance of or compliance with its obligations under this Agreement do not and will not violate or exceed any power or restriction granted or imposed by any provision or any law or regulation applicable to it or of its constitutional documents or of any agreement, instrument, decree, order or judgment to which it is a party or by which it is or its assets are bound, or constitute a default thereunder;
- (e) it is not (and is not deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts as they fall due and has not stopped, suspended or threatened to stop or suspend payment of all or a material part of (or of a particular type of) its debts, has not proposed or made a general assignment or an arrangement or composition with, or for the benefit of, its creditors in respect of any of such debts and no moratorium has been agreed or declared in respect of, or affecting, all or any material part of (or of a particular type of) its debts; and
- (f) no order has been made nor has any effective resolution been passed for its winding-up or dissolution and it has not applied or petitioned for a winding-up or administration order in respect of itself or ceased or through an official action of its board of trustees threatened to cease to carry on all or a substantial part of its business or operations.

ANNEX C: INFORMAL DISPUTE RESOLUTION PROCESS

1. Negotiation

- (a) In the event of any Dispute, any such Dispute will be referred to the NTPU Provost and SMU Provost for resolution. The NTPU Provost and SMU Provost will meet at least once, by telephone or in person, to attempt in good faith to resolve such Dispute.
- (b) If such Dispute is still not resolved within 30 days after being referred to the NTPU Provost and SMU Provost, either Party may refer the matter to the President of NTPU and President of SMU for resolution. The President of NTPU and President of SMU will meet at least once, by telephone or in person, to attempt in good faith to resolve such Dispute.
- (c) If such Dispute is still not resolved within 30 days after being referred to the President of NTPU and President of SMU, either Party may issue a notice for mediation to the other Party to refer the Dispute for mediation in accordance with the following provisions.

2. Mediation

- (a) A Party who has received a notice for mediation from the other Party will consent to and participate in the mediation process. Each Party will commit its relevant Personnel to such mediation, which will, unless otherwise agreed, include at least one all-day mediation session with the mediator.
- (b) The mediation will be conducted by a single mediator in accordance with the mediation procedure then in force and adopted by the Singapore Mediation Centre. The Parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

A Progression Agreement on Undergraduate Level Collaboration

BETWEEN

**THE UNIVERSITY OF MANCHESTER ACTING THROUGH THEIR SCHOOL OF MATERIALS, UK
AND
NATIONAL TAIPEI UNIVERSITY ACTING THROUGH COLLEGE OF BUSINESS, TAIWAN**

This Agreement, dated 5th March 2018, is made between:

The University of Manchester acting through the School of Materials, whose administrative address is Oxford Road, Manchester M13 9PL United Kingdom (hereafter the "University")

and

National Taipei University acting through the College of Business, whose address is 151, University Rd., San Shia District, New Taipei City, 23741 Taiwan (hereafter abbreviated as "Institution")

Hereinafter individually referred to as "Party" and collectively as "Parties".

1. Period of the Agreement

1.1 This Agreement will run from 2018 to 2023 in the first instance and may be extended with the written agreement of the parties.

2. The Programme at the University of Manchester

2.1 The School of Materials at the University agrees that students who have successfully completed 2 year(s) of the Bachelor of Business Administration programme at the Institution plus any additional requirements to a standard acceptable to the University as set out in Clause 3 shall enter the Bachelor of Fashion Management / Bachelor of Fashion Marketing / Bachelor of Fashion Buying and Merchandising programmes (the "Programme") provided by the School of Materials at the University. Such students would be eligible for consideration for entry into the second year of the Programme according to the conditions outlined in Clause 3 of this Agreement.

2.2 Students of the Institution admitted to the second year of the University's Programme shall, subject to completing the remaining two years of study in accordance with the examination rules of the University, graduate with the degree of Bachelor of Science from the University.

2.3 It is acknowledged by the Parties that it is not within the control of the University to guarantee that students graduating from this 2+2 arrangement will receive the same recognition from professional institutions or organisations as other students receiving the same degree.

3. Qualifications for Entry

3.1 Students will be considered on a case-by-case basis, according to their individual merits, but would typically have obtained the following qualifications:

3.1.1 English language qualification

IELTS (with a score of 6.5 or higher with no single element lower than 5.5),

and

3.1.2 Successful completion of study of the Bachelor of Business Administration programme and other related programmes with the BSc degree from the Institution and achieving an average mark of 75% of the core academic units over the 2 years of study at the Institution.

3.2 The Institution and the University agree that the ability of any applicant to meet the requirements set out in Clause 3.1 does not, of itself, guarantee entry to the Programme or any University scheme of study. The decision on the admission of any student is at the sole discretion of the University.

4. Financial Considerations

4.1 Students of the Institution enrolling for the second and third years of the University's Programme shall enjoy a scholarship equivalent to 20% of the University's standard annual student tuition fees directly to the University in accordance with the University's registration arrangements in place at that time. The overseas tuition fees will be subject to annual review.

4.2 Tuition fees are due at the students registration, details of the annual overseas tuition fees will be made available on the University's website www.manchester.ac.uk.

4.3 Each student is expected to have sufficient funds to cover his/her living expenses in the United Kingdom. Information and details of typical living expenses in the United Kingdom will be made available on the University's website.

5. Institution Obligations and Responsibilities

5.1 The Institution agrees to:

5.1.1 annually provide the University with details of the syllabuses and methods of assessment for the first and second years of the Bachelor of Business Administration in BSc degree, such information to be provided to the School of Materials at the University each October;

5.1.2 consult with the nominated University representative regarding any proposed changes to the syllabuses or assessment methods;

5.1.3 when reasonably required and requested, allow University nominated staff to visit the Institution to discuss the Bachelor of Business Administration programme with Institution staff and to meet with students who are eligible for, and interested, in the University's Bachelor of Fashion Management / Bachelor of Fashion Marketing / Bachelor of Fashion Buying and Merchandising programmes;

5.1.4 nominate a named member of the Institution staff to act as the point of contact for the purposes of this Agreement.

5.2 The University agrees to:

5.2.1 on the basis of the information supplied under Clause 5.1 above, annually confirm the continuation of this Agreement, propose amendments to this Agreement or give notice of termination

5.2.2 on the basis of the information supplied under Clause 5.1 above, advise the Institution on an annual basis of the conditions which student applicants to the University will be expected to satisfy in order to gain entry.

5.2.3 to offer academic advice to the Institution in respect of the first and second years of the Institution's BSc Bachelor of Business Administration programme.

- 5.2.4 provide the Institution with annual information on the undergraduate schemes of study offered by the University.
- 5.2.5 nominate a named member of the University staff to act as the point of contact with the Institution in respect of this Agreement.

6. Marketing and Publicity

6.1 The Institution agrees:

- 6.1.1 to obtain the University's prior approval for references to the University, its schools, departments and to this Agreement in any of the marketing and promotional materials produced, commissioned or otherwise instigated or controlled by the Institution, including in but not limited to: advertisements (printed or broadcast); prospectuses; leaflets; the World Wide Web and other electronic publications, including CD ROM; videos; marketing correspondence; display boards;
- 6.1.2 that all such references to this Agreement with the University and to its meaning/benefits for potential applicants to the Institution or to students at the Institution are at the absolute discretion of the University;
- 6.1.3 to provide the University, for information only, with copies of marketing and other promotional materials relating to any agreements it may have with other universities, irrespective of whether any reference is made to this University or arrangements of the type entered into between the Institution and the University;
- 6.1.4 at the request of the University, to withdraw and to cease to use any promotional and marketing materials produced subsequent to the agreement and in contravention to its terms;
- 6.1.5 to include on all promotional and marketing materials a reference to the production date and quantity of material produced;
- 6.1.6 to actively make available to its students promotional and marketing materials provided by the University;
- 6.1.7 to encourage and facilitate, on at least an annual basis, a visit to the University by students considering their higher education options who are considered of a standard acceptable to University selectors.

6.2 The University agrees:

- 6.2.1 to consider, at its absolute discretion, the incorporation of reference to the agreement in its marketing and promotional materials;
- 6.2.2 to provide copies of all such materials to the Institution;
- 6.2.3 to respond to the Institution with reference to materials and information provided under Clauses 6.1.1 to 6.1.7 above.

6.3 Neither Party shall use the name or logo of the other in any press release or product advertising or for any other commercial purpose without the prior written consent of the other.

7. Termination

7.1 This Agreement may be terminated in writing by either Party giving to the other not less than six months notice.

This Agreement may be terminated by either Party for any breach of any of the material obligations set out in this Agreement, by giving not less than thirty (30) days' written notice to the other of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If the breach is capable of being remedied and is remedied within the thirty (30) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the thirty (30) day notice period, then termination shall also not be effective if the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, then the termination shall take effect at the end of the thirty (30) day notice period in any event.

7.3 Should this Agreement be terminated or modified, the School of Materials will seek to do what is reasonable to ensure that such alterations or early termination will not disadvantage students already embarked on the Programme.

7.4 This Agreement may be terminated by the University with immediate effect on written notice if any of the following events occurs:

7.4.1 the position of the Institution deteriorates to such an extent that in the opinion of the University the capability of the Institution adequately to fulfil its obligations under this Agreement has been placed in jeopardy; or

7.4.2 the Institution is guilty of fraud or dishonesty or acts in any manner which in the reasonable opinion of the University brings or is likely to bring the University into disrepute or is materially adverse to the interests of the University..

8. Force Majeure

8.1 If the performance by either Party of any of its obligations under this Agreement shall be prevented by circumstances beyond its reasonable control (including any industrial action on the part of its employees) then such Party shall be excused from performance of that obligation for the duration of the relevant event.

9. Liability

9.1 Nothing in this Agreement shall restrict the liability of either Party for death or personal injury arising from its negligence or for fraud. Subject to the foregoing, no Party shall have liability for any:

- i) loss of profit (direct or indirect);
- ii) loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
- iii) loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);
- iv) loss of anticipated saving or loss of margin (in each case whether direct or indirect);
- v) liability to third parties (whether direct or indirect); or
- vi) indirect, consequential or special loss

arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including negligence and any liability under an indemnity contained in this Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of Party's obligations under this Agreement.

9.2 The aggregate liability of one Party (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the other Party for any loss or damage of whatsoever nature and howsoever caused shall be limited to any appropriate insurance policy which that Party has in place, such liability shall not exceed the single incident limit specified in that policy.

10. Confidentiality

10.1 Except as expressly agreed (including where necessary the agreed provision of information to any third party), all communications between the University and the Institution which are marked "In Confidence" and in

particular concern business transactions and financial arrangements of the University and the Institution or are otherwise understood by the parties to be made in confidence shall be kept confidential by the receiving party unless and until they come legitimately into the public domain or are required to be disclosed by law, regulation, order of the English Courts or Act of Parliament.

11. Data Protection

11.1 The Parties recognise that in order to administer the Programme personal data of students will be transferred from the Institution to the University. The Institution warrants that it will obtain the consent of the student for the transfer of their data to the University.

12. Governing Law

12.1 This Agreement is governed by, and shall be interpreted in accordance with, English law and each party irrevocably submits to the non-exclusive jurisdiction of the English Courts in relation to all matters arising out of or in connection with this Agreement.

13. General

13.1 Neither Party shall assign any of its rights and obligations under this Agreement without the prior written consent of the other.

13.2 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Institutions or the relationship between them of principal and agent.

13.3 The Parties agree that each Party shall be free to carry out activities similar to the ones mentioned herein with any third party.

13.4 The Parties shall, and shall procure that persons associated with them who are involved in the Programme and/or this Agreement, shall comply with all applicable laws, statutes, regulations and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

AS WITNESS the hands of authorised signatories for the Parties on the date first mentioned above.

SIGNED on behalf of THE UNIVERSITY OF MANCHESTER

Name: _____

Position: _____

Signature: _____

Date: _____

SIGNED on behalf of National Taipei University

Name: _____

Position: _____

Signature: _____

Date: _____

SIGNED by Director of Student Recruitment and International Development, The University of Manchester

Name: _____

Signature: _____

Date: _____



UCRIVERSIDE UNIVERSITY OF CALIFORNIA



**MEMORANDUM OF UNDERSTANDING
UCR-MASTERS IN BUSINESS PREPARATION PROGRAM (UCR-MBPP)**

BETWEEN

**NATIONAL TAIPEI UNIVERSITY (NTPU)
COLLEGE OF BUSINESS
151, UNIVERSITY RD., SANSHIA DISTRICT
NEW TAIPEI CITY, TAIWAN
REPUBLIC OF CHINA**

AND

**SCHOOL OF BUSINESS ADMINISTRATION (SOBA)
UNIVERSITY OF CALIFORNIA, RIVERSIDE
900 UNIVERSITY AVENUE
RIVERSIDE, CA 92521
UNITED STATES OF AMERICA**

**INTERNATIONAL EDUCATION PROGRAMS, EXTENSION (IEP)
UNIVERSITY OF CALIFORNIA, RIVERSIDE
1200 UNIVERSITY AVENUE
RIVERSIDE, CA 92507
UNITED STATES OF AMERICA**

I. PROGRAM STRUCTURE

National Taipei University (hereafter called NTPU), the School of Business Administration (hereafter called SoBA), University of California, Riverside and the International Education Programs, Extension (hereafter called IEP), University of California, Riverside (hereafter called UCR) agree to cooperate to provide NTPU students with the opportunities to undertake a special joint program leading to a Master's degree in Business at UCR.

Students of this program will complete three (3) years of study at NTPU and two (2) or three (3) years of study at UCR (depending on the admitted major in the UCR Master's program). The program consists of three stages:

1). Stage One (First three (3) years at NTPU)

Students will be admitted by NTPU and study at NTPU for three (3) years. Majors will include the broad fields of Business, Management, Finance, Accounting, and Economics. Students in other majors may also apply to this program by mutual agreement of NTPU and SoBA.

2). Stage Two (One year of advanced undergraduate study at UCR)

Students who have completed three (3) years study at NTPU and have met the academic and language requirements for UCR will participate in one year of upper level undergraduate study at the SoBA, UCR.

NTPU students will not be admitted as undergraduate students at UCR, instead, NTPU will be enrolled in a special program called the **UCR-Masters in Business Preparation Program (UCR-MBPP)**.

SoBA will provide NTPU students with the opportunity to study a fixed program of upper level undergraduate courses at UCR and UCR credits that will transfer back to NTPU for earning undergraduate degrees at NTPU.

NTPU students will study at UCR for one academic year, from September to June. Students will study 12 credits each quarter and a total of 36 credits for one academic year. Courses will be mutually determined by SoBA and NTPU, preparing students for successful studies at the Masters level. Tuition fees of UCR-MBPP will be used to provide exclusive space in SoBA courses for NTPU students that will not be displaced UCR students. Additional sections will be offered to NTPU and UCR students as needed.

Students will also have access to GMAT preparation courses, if required (additional fees will apply), to help qualify them for Masters level study at UCR.

Upon completion of each quarter of study, NTPU students will receive an unofficial UCR transcript which details grades and numbers of credits that can be transferred back to NTPU.

Successful completion of Stage Two will lead to graduation and a Bachelor's degree from NTPU. A copy of the degree and NTPU transcripts for the full 4 years of study will be sent to UCR as soon as possible after graduation.

3). Stage Three (Masters Degree at UCR)

Students who successfully complete their one year of academic study at UCR and meet the GMAT or GRE requirement for a SoBA Master's program will be eligible to apply for advanced graduate study at UCR in one of the following Masters Programs: (1) *Master of Business Administration* (MBA) – 2 years; (2) *Master in Professional Accountancy* (MPAC) – 1 year; and (3) *Masters of Finance* – 1 year. Students will apply and be assessed for early admission to UCR's Masters programs after their first quarter of study at UCR. Final decisions on admission to SoBA Masters programs will be made by the UCR Dean of the Graduate Division after review of final transcripts and GMAT (or GRE) scores.

II. ENTRANCE REQUIREMENTS

1) Stage One (First three years at NTPU)

NTPU determines student eligibility of undergraduate study at NTPU for the first three years.

2) Stage Two (One year of advanced undergraduate study at UCR)

- a) UCR-MBPP applicants must be in good academic standing as mutually determined by SoBA and NTPU.
- b) UCR-MBPP applicants must meet a minimum English language requirement of TOEFL 550 PBT, iBT 80 or IELTS 6.5. Official English language test scores should be submitted to IEP by **August 1st** of their admission year to UCR.

3) Stage Three (Master's Degree at UCR)

Requirements to be considered for admission to a SoBA Master's degree program:

- a) Applicants should maintain a combined three years (NTPU courses) and fourth year (UCR courses) GPA of 3.2 or higher;
- b) Students should provide a GMAT score of a minimum 560, or an equivalent GRE score <http://www.ets.org/s/gre/flash/bschool/comparison/17302/800/index.html>

III. PROGRAM FEES AND SCHOLARSHIPS

1). Stage One (First three years at NTPU)

All tuition and other fees for the first three years of study will be set at the sole discretion of NTPU and students will pay their full fees to NTPU.

2). Stage Two (One year of advanced undergraduate study at UCR)

NTPU students enrolling in credit courses at the undergraduate level through the IEP UCR-MBPP program will pay a preferential tuition of \$25,000 for an academic year (three quarters, September to June, a maximum of 12 credits each quarter). These fees will be updated and renewed annually with 6 months prior notice. Fees for UCR-MBPP should be paid to IEP.

While participating in UCR-MBPP, NTPU students are responsible for all costs of study at UCR, including but not limited to application fees, tuition, student service fees (a mandatory university fee that provides access to most student services on campus), health insurance, books and materials, and housing. NTPU students are responsible for all international travel and personal costs. Fees are listed and regularly updated on the IEP website at www.iep.ucr.edu

3). Stage Three (Master's Degree at UCR)

After completion of UCR-MBPP and admission to SoBA Masters degree programs, NTPU students will be subject to non-resident tuition and other related fees as outlined by the UCR Graduate Division. Students are responsible for all costs of study at UCR, including but not limited to application fees, tuition, student service fees (a mandatory university fee that provides access to most student services on campus), health insurance, books and materials, and housing. NTPU students in SoBA Masters programs are responsible for all international travel and personal costs. Fees are listed and regularly updated on the UCR website: <http://www.classes.ucr.edu/fees/schedule.htm>

* Scholarships:

Students pursuing an MBA degree with a minimum GPA of 3.2 and a minimum of GMAT of 650 will be considered for SoBA scholarships. Such scholarships range from partial tuition waiver, full tuition waiver, to additional stipend.

IV. APPLICATION AND ADMISSION PROCESS

1) Application

- a) The enrollment maximum for this program should be **25** NTPU students for each academic year. If there is excessive demand from NTPU students, NTPU and SoBA may increase the quota cap under mutual agreement of all parties. Numbers of admission each year should be decided by SoBA and indicated to NTPU hereafter. Expected number of students will be indicated by NTPU to UCR by **March 1st** each year.
- b) NTPU will apply on behalf of all NTPU applicants by **May 15th** each year. Applications and accompanying materials will be sent as a group to IEP.
- c) All students need to submit the following application materials:
 - i) International student application form;
 - ii) Financial Statement, verifying availability of adequate financial resources;

- iii) Personal Statement, indicating why the student wishes to join the program;
- iv) Official transcripts for first three (3) years in university;
- v) Official language test scores (TOEFL or IELTS) (if available, otherwise no later than **August 1st**).

2) Admission to UCR-MBPP and SoBA Master's Degree Programs

- a) SoBA will review the UCR-MBPP applications and admit the qualified students through IEP (or provisional admission to UCR-MBPP if student does not submit an official language test score at the point of application);
- b) IEP will be responsible for processing each student application and issuing an I-20 Form to each successful applicant (for Stage Two only; a separate I-20 for Stage Three will be later issued for graduate study at UCR). IEP will send I-20 Forms and admission packages as a group, directly to NTPU.
- c) To advance to Stage Three (Master's Degree in SoBA at UCR), students should submit a Graduate Program Application to SoBA at the end of the first quarter of study at UCR. SoBA and the Dean of the Graduate Division will determine student qualifications for admission based on the entrance requirement as outlined above and other supporting materials.

V. Terms of Agreement & Other Provisions

NTPU will provide a certified translation of this agreement in Chinese. Both have an equal legal effectiveness, however if any confusion on terms occurs, the English language version will prevail.

NTPU agrees to publicize the opportunities available under this Memorandum of Understanding and promote the development of such cooperation.

The present Memorandum of Understanding is for three (3) years, and it or any of its parts may be modified or terminated by written consent of both parties who will comply with the obligations that might be in effect on the date of termination. The contract will expire on July 31, 2021 and it is anticipated that a new agreement will be negotiated before that date.

This Memorandum of Understanding does not in and of itself, obligate either NTPU, SoBA or IEP to any financial expenditure not explicit in the above. Termination of this agreement can be made by either party, with written notice to the other party six months in advance. Both parties hereby agree to comply with each and every obligation contained in this document and all those that might be in effect after the date of termination of the Memorandum of Understanding.

This agreement is represented by Dr. Tai-Hsi Wu, Dean of College of Business at NTPU; Dr. Yunzeng Wang, Dean of SoBA at UCR, and Bronwyn Jenkins-Deas Associate Dean of IEP at UCR.

Having read the present Memorandum of Understanding, and being fully aware of the content and scope of each and every one of its clauses, this agreement takes effect on the last date of the signature of both Parties.

Dr. Yunzeng Wang
Dean
School of Business Administration
University of California, Riverside

Date: _____

Dr. Tai-Hsi Wu
Dean
College of Business
National Taipei University

Date: _____

Dr. Kevin Vaughn
Dean
UCR Extension
University of California, Riverside

Date: _____