



DATED 01-Nov-2024

NATIONAL SUN YAT-SEN UNIVERSITY

AND

UNIVERSITY OF SOUTHAMPTON

STUDY ABROAD AND ADMISSION AGREEMENT

Legal Services
University of Southampton
George Thomas Building (B37)
Highfield Campus
Southampton
SO17 1BJ
ref: ADA0089

THIS AGREEMENT is made on the **01-Nov-2024**

BETWEEN

(1) NATIONAL SUN YAT-SEN UNIVERSITY of Gushan District, Kaohsiung City, 804, Taiwan ("NSYSU")

AND

(2) UNIVERSITY OF SOUTHAMPTON of Highfield, Southampton, Hampshire, SO17 1BJ, England ("UOS")

WHEREAS

(A) National Sun Yat-sen University (NSYSU) is a Taiwanese institution renowned for its research-oriented approach, seamlessly blending education with advanced research. At NSYSU, faculty members are dedicated to cultivating an active learning atmosphere, involving students actively in their academic pursuits. The university places strong emphasis on the practical application of research and knowledge, striving to benefit society and local communities through direct initiatives and partnerships with diverse organizations.

(B) UOS is a research led British University in which teaching and learning take place in an active research environment. UOS is committed to the advancement of knowledge through critical and independent scholarship and research of international significance; the communication of knowledge in an active learning environment involving staff at the forefront of their disciplines; and the application of knowledge for the benefit of society, both directly and by collaboration with other organisations.

(C) UOS and NSYSU wish to establish a relationship whereby students from NSYSU, have the opportunity to experience the educational, social and cultural opportunities of life and study in the United Kingdom and having completed successfully programmes at NSYSU, recognised by UOS, such students may be admitted to UOS to pursue a further programme of study leading to an award from UOS

- (D) This Agreement sets out the nature of the relationship between the Parties and their respective obligations.

NOW IT IS HEREBY AGREED

1 INTERPRETATION

The following definitions and rules apply in this Agreement.

1.1 Definitions:

Agreement	this agreement and annexes
Award	the award or awards made by UOS following successful completion of the Programme as more particularly described in Annexe 1 to this Agreement
Commencement Date	the date of the signature of the last Party to sign the Agreement pursuant to clause 2.3
Data Protection Legislation	all data protection and privacy laws applicable to the data which is processed under or in connection with this Agreement, including the Data Protection Act 2018 ("DPA"); the General Data Protection Regulation (EU) 2016/679 ("GDPR"); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003; and any code of practice or guidance published by the Information Commissioner's Office (or equivalent regulatory body) from time to time
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted,

renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Parties	NSYSU and UOS
Programme	means both the PGT Programme and SA Programme of study taught at UOS which subject to successful completion will lead to an Award from UOS
PGT Programme	means a postgraduate programme of study taught at UOS
SA Programme	means the study abroad programme established by UOS to provide eligible students with an opportunity to experience the educational, social and cultural opportunities of life and study in the United Kingdom.
Programme Leaders	the persons appointed by the Parties responsible for the management of the Programme and who are the first points of contact between the Parties as more particularly set out in clause 6.2
Programme Tutor	the persons appointed by the Parties responsible for the day to day operation of the Programme who are the first point of academic contact between the Parties as more particularly set out in clause 6.3
QAA	The Quality Assurance Agency for Higher Education in the United Kingdom
Quality Standards	the standards, regulations policies and processes of UOS as set out in the UOS Quality Standards Handbook as amended from time to time

1.2 Clause, paragraph and annexe headings shall not affect the interpretation of this Agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the annexes.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This Agreement shall be binding on the Parties and their respective representatives, successors, permitted assigns and references to any Party shall include that Party's representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes fax and email.
- 1.9 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.10 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.11 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 GENERAL

- 2.1 The Parties agree, within their respective regulations and procedures, to facilitate entry of students from NSYSU to UOS to the Programme as set out in Annexe 1.
- 2.2 The Parties agree that they will co-operate to create, develop and provide the opportunity for students from NSYSU who have successfully completed a programme of study at NSYSU and SA Programme at UOS, as designated in Annexe 1, to enrol on the PGT Programme at UOS leading to the Award as set out in Annexe 1 on the terms and conditions set out in this Agreement.
- 2.3 This Agreement shall commence on the date of signing of the last signatory to this Agreement and shall continue for five (5) years unless terminated earlier in accordance with the provisions of clause 12 below.

3 RECRUITMENT AND ADMISSIONS

- 3.1 In order to facilitate evaluation and determination of suitability of students for the Programme, the Parties will provide to each other current syllabuses, programme descriptions and any other relevant material to assist in ensuring that the Parties concur in relation to the level of knowledge, skills, academic qualifications and English language proficiency required to ensure that the programme of study taught at NSYSU is compatible with progression onto the SA Programme and the PGT Programme taught at UOS.
- 3.2 NSYSU, in consultation with UOS, shall nominate students eligible to participate in the Programme. NSYSU shall evaluate and determine such students' suitability for the Programme on the basis set out in Annexe 2. All students must satisfy the requirements of NSYSU and UOS for admission and provide supporting documentation and proof of the required level of English language proficiency as set out in Annexe 2.

- 3.3 The Parties agree that they will co-operate to ensure that all students applying for selection onto the Programme are aware of the admission criteria used by UOS.
- 3.4 Responsibility for admission of students to UOS rests solely with UOS, but UOS will take note of recommendations from NSYSU. UOS reserves the right to reject all or any of the students nominated by NSYSU.
- 3.5 The Parties shall complete the selection of students for enrolment on the Programme by 1 May of each year of this Agreement. The nomination of a student for the Programme shall be accompanied by the original supporting documentation listed in Annexe 2.
- 3.6 The maximum number of students that may be admitted to the Programme in each academic year is as set out in Annexe 3.
- 3.7 Admission to either the SA Programme or the PGT Programme shall be subject to the student meeting the UKVI visa requirements.

4 STUDENTS PARTICIPATION

- 4.1 Students enrolled at UOS are subject to the Charter, Statutes, Ordinances, Regulations, rules, policies and practices of UOS. Any breach of the aforesaid will be dealt with in accordance with the procedures of UOS as summarised in clause 4.5.
- 4.2 The Parties undertake to ensure that all students enrolled on the Programme are properly informed of the processes and regulations agreed under this Agreement in relation to admissions and registration procedures, progression, discipline and complaints, academic appeals, dispute resolution procedures, student support facilities and any other matters directly relating to such students.
- 4.3 UOS will provide the appropriate level of resources for student support, including library and computing facilities and will provide appropriately qualified staff to deliver the Programme.
- 4.4 Students on the Programme will be afforded the same rights and privileges as home students and will be subject to the obligations set out in Annexe 4.

4.5 The following applies in relation to student appeals, complaints and discipline:

4.5.1 UOS will be responsible for all student appeals, complaints and issues of student discipline relating to academic matters whilst studying at UOS in accordance with the relevant UOS policies and procedures, as amended from time to time.

4.5.2 All regulations relating to student appeals, complaints and issues of student discipline will be made available and easily accessible to students by UOS. NSYSU will also ensure that its staff are advised of the student appeals, complaints and discipline procedures of UOS.

4.5.3 The Parties shall ensure that all Programme Leaders and Programme Tutors appointed to the Programme will provide such assistance to and co-operate with the resolution of student appeals, complaints and issues of student discipline as may be reasonably requested by the Parties.

SA PROGRAMME

4.6 All SA Programme students will enrol as non-degree/visiting students at UOS. Where appropriate and possible, study abroad students will be required to sit the same examinations or produce coursework for the programmes on which they are enrolled.

4.7 The SA Programme is comprised of one full year of academic study (Semester 1 and 2). The academic study will include the student's choice of units from a range of degree programmes as advised by UOS to NSYSU from time to time. Summer Pre-sessional English courses may be offered in July and August to SA Programme students prior to the commencement of Semester 1. The additional costs for this are to be paid by the SA students and details of these costs as amended from time to time can be found on the UOS website.

4.8 At the end of the SA Programme, UOS will send an official transcript of credits earned by a study abroad student to NSYSU who shall accept any transfer of credits in accordance with its procedures.

4.9 Study abroad students cannot change their status to that of a degree student or to that of a candidate for a diploma or any other formal qualification of the host institution.

- 4.10 Upon completion of the SA Programme, the SA student must return to the home institution. Any extension of stay must be approved by agreement in writing signed by both Parties.

PGT PROGRAMME

- 4.11 Upon successful completion of the SA Programme in accordance with Annexe 1, a NSYSU student shall be eligible for entry to the PGT Programme at UOS.

5. FINANCIAL ARRANGEMENTS

- 5.1 The financial arrangements in respect of tuition fees and additional expenses incurred by students and expenses of accompanying spouses and/or dependants are set out in Annexe 5.
- 5.2 The financial responsibilities of students participating in the Programme are set out in Annexe 6.
- 5.3 Each Party shall bear their own costs of participation in this Agreement.

6 PROGRAMME MANAGEMENT AND REVIEW

- 6.1 Each Party will designate a member of staff to act as Programme Leader for the Programmes they each deliver under this Agreement. The first Programme Leaders are set out in Annexe 7.
- 6.2 The Programme Leader will manage the overall co-ordination between the Parties and liaise with each other, academics and administrators at each Party in relation to the development, delivery and progression of the Programme. The Programme Leader will ensure exchange of necessary information between the Parties, deal with disputes at the early stage, arrange visits to the other Party and arrange exchanges. They will organise visit opportunities and participation in teaching activities for staff members along with professional development. The Programme Leader will assist the other Party in the operation of the Programme where necessary and appropriate and be responsible for liaison with the Programme Tutor.

- 6.3 The Programme Tutor will be responsible for daily communications between the Parties and keeping and maintaining full records in relation to students on the Programme. They will advise on any agreed changes to the Programme's curriculum content or delivery and any other activities as deemed appropriate by the Parties.

7 ACADEMIC STANDARDS AND QUALITY ASSURANCE

- 7.1 The Parties are responsible for the academic standards and quality of the Programmes they each deliver under this Agreement.
- 7.2 The quality of the Programme at UOS will be appropriately assured and enhanced by the application of the following quality assurance measures:
- 7.2.1 A student evaluation every year
 - 7.2.2 Moderation internally and externally every year.
 - 7.2.3 Adherence to the criteria for assessing examination answers
 - 7.2.4 Review of the Programme every five years
- 7.3 The UOS shall notify NSYSU in advance of any proposed changes which may affect standards, quality, learning resources or student intake.
- 7.4 The arrangements set out in this Agreement will be subject to the Quality Standards of UOS and NSYSU agrees to participate in any academic review, inspection or audit of any Programme as required by the QAA or its successor bodies.
- 7.5 UOS agrees to participate in any similar requirements of the equivalent agency in NSYSU.

8 DATA PROTECTION

- 8.1 The Parties agree that they shall comply with applicable Data Protection Legislation in relation to any personal data shared under this Agreement.
- 8.2 The Parties agree that they will only provide personal data as required under this Agreement or if requested in writing by the other Party. The Parties agree that

they will ensure that any personal data shared will only be shared where the necessary authority exists for its use and transfer in accordance with this Agreement and that data subjects have been given the necessary information regarding its use.

8.3 Where either Party acts as a data controller, it may process personal data for the purposes of applications, admissions, student progression and Award. Full details of how UOS uses personal data can be found in its privacy notice at:

<https://www.southampton.ac.uk/about/governance/policies/privacy-policy.page>
and

<https://www.southampton.ac.uk/about/governance/policies/privacy-notice-applicant.page>.

8.4 The Parties agree that personal data may only be shared between the Parties in relation to the purposes set out in this clause 8 and where transfers take place outside the European Union (EU) they may only take place where there is a lawful basis to do so, including to a recipient who is:

8.4.1 in a country which provide an adequate level of protection for personal data; or

8.4.2 under an agreement which covers the EU requirements for the transfer of personal data to processors outside the EU.

8.5 The Parties agree that where they act as processor in relation to personal data they shall:

8.5.1 process it only with the other Party's lawful instructions;

8.5.2 implement appropriate measures designed to ensure its security, including by imposing confidentiality obligations on relevant personnel where necessary;

8.5.3 transfer it only to sub-processor under a written contract which imposes obligations consistent with those in this clause 8.5 and the other Party authorises the transfer of personal data to them;

8.5.4 provide each Party with reasonable assistance in carrying out any legally

required data protection impact assessments, complying with the rights of data subjects and complying with each Party's own data security obligations under applicable data protection legislation;

8.5.5 notify the other Party without undue delay after becoming aware of a breach in respect of it; and

8.5.6 on a Party's written request provide the other Party with reasonable information necessary to demonstrate that Party's compliance with this clause 8.5.

9 PUBLICITY AND PROMOTIONAL MATERIAL

9.1 All publicity and/or promotional materials to be used in connection with the performance of this Agreement shall be submitted to the UOS for formal written approval.

9.2 For the avoidance of doubt, in the absence of formal written approval the publicity and/or promotional materials shall be deemed to be unapproved.

9.3 Where joint publicity and/or promotional materials are produced, they will be produced subject to the corporate guidelines of UOS for the production of such materials and any equivalent guidelines in place for NSYSU.

10 INTELLECTUAL PROPERTY

10.1 Intellectual Property Rights existing at the commencement of this Agreement belonging to the Parties remain theirs. No use will be made of any intellectual property of either Party without the explicit written consent of the owning Party.

10.2 Intellectual Property Rights created during the course of this Agreement shall be owned by the Party creating it. If Intellectual Property is produced jointly by the Parties for use in the Programme then the Intellectual Property Rights will be shared and neither Party may use or assign any such rights without the other Party's prior written consent.

10.3 Neither Party may use the other Party's logos, marks or other Intellectual Property Rights without the prior written consent of the other Party. The use of such Intellectual Property Rights will be limited to the duration of the Agreement.

11 ASSIGNMENT AND VARIATION

11.1 Neither Party shall, without the prior written consent of the other, assign, delegate or sub-contract this Agreement to any other Party.

11.2 This Agreement may only be varied by mutual agreement evidenced in writing and signed by a duly authorised representative of both Parties.

12 TERMINATION

12.1 Either Party may terminate this Agreement if the other:

12.1.1 commits a material breach of any of its obligations under this Agreement which it does not remedy within one month of written notice of such breach; or

12.1.2 becomes insolvent, enters into an arrangement with its creditors, has an administrator appointed, is unable to pay its debts as they fall due, is wound up or goes into liquidation; or

12.1.3 ceases to exist

12.2 Either Party may terminate this Agreement at any time by giving to the other Party not less than six month's written notice.

12.3 In the event that the Agreement is terminated other than under clauses 12.1.2 and 12.1.3 the following applies:

12.3.1 both Parties will immediately inform all students enrolled on the Programme that this Agreement has been terminated and explain the consequences for the students.

12.3.2 both Parties will use reasonable endeavours to ensure that students at that time enrolled on the Programme will continue to be taught in accordance with the provisions of this Agreement until the conclusion of the programme of study of the students enrolled on the Programme at that time.

13 INDEMNITY

13.1 Each Party agrees to indemnify the other against any and all direct claims, actions, demands, losses, damages, costs and legal expenses arising directly from any negligent act or omission on the part of the responsible Party, providing the indemnified Party:

13.1.1 as soon as reasonably practicable, gives written notice of a claim to the other Party specifying the nature of the claim in reasonable detail;

13.1.2 makes no admissions in respect of the claim;

13.1.3 allows the indemnifying Party to have sole authority to avoid, dispute, compromise or defend the claim;

13.1.4 co-operates fully in the defence or settlement of the claim.

14 DISPUTE RESOLUTION

14.1 The Parties agree to use reasonable endeavours to try to settle amicably any disputes which shall at any time arise between them in relation to the terms and conditions of this Agreement, its implementation and any matters relating to it. Any disputes which cannot be informally resolved by the Parties shall be referred to the signatories of this Agreement or their successors who will seek to resolve the dispute in the first instance.

14.2 If any dispute arises out of this Agreement which is not settled within 30 days of the referral mentioned in clause 14.1, the relevant Party can proceed to initiate the mediation procedure in clause 14.3 below by giving written notice to the other Party requesting mediation.

- 14.3 Any disputes arising under or in connection with this Agreement shall be referred by the Parties to mediation. A mediator shall be jointly appointed by the Parties. In the event that agreement cannot be reached over the choice of mediator, each Party shall select a member of professorial staff from a university of their choice, independent to this Agreement. The appointed two professors will then agree upon an independent chairman willing to act. The mediators will seek a solution acceptable to both Parties failing which they will make a recommendation for the Parties to accept or reject.
- 14.4 The Parties agree not to commence any court proceedings in relation to any dispute arising out of this Agreement until they have reasonably attempted to settle it by mediation in accordance with this clause 14 and that mediation has terminated.
- 14.5 Notwithstanding the aforesaid, the Parties agree that in the case of any dispute relating to the validation, monitoring or review of any UOS programme, the decision of UOS will be final.

15 NOTICES

- 15.1 A notice given to a Party under or in connection with this Agreement:
- 15.1.1 shall be in writing and in English;
 - 15.1.2 shall be signed by or on behalf of the Party giving it;
 - 15.1.3 shall be sent to the Party for the attention of the contact at the address, email address or fax listed in clause 15.2,
 - 15.1.4 shall be sent by a method listed in 15.3; and
 - 15.1.5 unless proved otherwise is deemed received as set out in clause 15.3, if prepared and sent in accordance with this clause.
- 15.2 The addresses, fax numbers and email addresses for service of notices are:

UOS

Director of the International Office Tel: +44 (0)23 8059 2760
International Office Fax: +44 (0)23 8059 8878
George Thomas Building (37) E-Mail: partnerships@soton.ac.uk
University of Southampton
Highfield
Southampton
SO17 1BJ

NSYSU

Address: No 70 Lianhai Road, Gushan District, Kaohsiung 804201, Taiwan
For the attention of: Prof. Wang, Yu-Jen,
Chair of the Department of Mechanical and Electro-Mechanical Engineering
Email address: yjwang@mail.nsysu.edu.tw
Fax number: [+886-07-5254299]

15.3 Notices shall be deemed to have been received:

15.3.1 if delivered by hand, on the day of delivery if it is the recipient's business day and otherwise on the first business day of the recipient immediately following the day of delivery;

15.3.2 if sent by first class prepaid post, on the third business day after the day of posting;

15.3.3 if sent by airmail, on the seventh business day after the day of posting;

15.3.4 if sent by facsimile, if transmitted between 09.00 and 17:00 hours on a business day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument or if transmitted at any other time, at 09.00 on the first business day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument; and

15.3.5 if sent by email, at the time of transmission on proof and retention of a delivery receipt.

16 LANGUAGE

- 16.1 This Agreement is drafted in the English language.
- 16.2 Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English.
- 16.3 The English language version of this Agreement shall prevail if there is a conflict except where the document is a constitutional, statutory or other official document.

17 BRIBERY ACT

- 17.1 The Parties shall
- 17.1.1 Comply with all applicable law, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 17.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct has been carried out in the United Kingdom;
 - 17.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery act 2010 to ensure compliance with Relevant Requirements, and will enforce them where appropriate;
 - 17.1.4 report promptly to the other Party and request of demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.
- 17.2 The Parties shall ensure that any person associated with them who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed in this clause 17 (Relevant Terms). The Party shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the other Party for any breach by such person of any of the Relevant Terms.

17.3 For the purpose of this clause 17.3, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with Section 7(2) of the Bribery Act 2010 (and any guidance issued under Section 9 of that Act), Sections 6(5) and 6(6) of that Act and Section 8 of that Act respectively. For the purposes of this clause 17, a person associated with the Parties includes but is not limited to any subcontractor of the Parties.

18 MODERN SLAVERY

18.1 The Parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015.

19 EQUALITY AND DIVERSITY

19.1 The Parties acknowledge that they shall perform their obligations under this agreement in accordance with all applicable equality law and take all necessary steps to prevent unlawful discrimination under the law.

20 HEALTH AND SAFETY

20.1 The Parties shall comply with all applicable health and safety laws, statutes, regulations and codes from time to time in force including, but not limited to, the Health and Safety at Work, etc Act 1974 and the Management of Health and Safety at Work Regulations 1999.

20.2 The Parties acknowledge and accept that UOS is subject to relevant UK legislation relating to health and safety and that NSYSU is subject to relevant legislation relating to health and safety in Taiwan (R.O.C).

21 SEVERANCE

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 22.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

22 WAIVER

22.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23 LIABILITY

23.1 Each Party shall have several (individual) liability and not joint (collective) responsibility for its actions or commitments.

24 INSURANCE

24.1 Each Party shall procure and maintain, at its own cost, all such insurance cover as would be usual or prudent for a comparable educational institution to maintain. The insurance cover shall be maintained with a reputable insurer and on request (but not more than once per year), either Party shall provide to the other evidence of such insurance reflecting such cover. Either Party must notify the other, if at any time any such insurance cover is suspended, voided, cancelled or reduced in scope or financial limits from that originally effected and notified to the other Party.

25 NO PARTNERSHIP

25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

25.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

26 CONFIDENTIALITY

26.1 Both Parties shall, at all times, both during the term of this Agreement and after its termination, maintain in strictest confidence and shall not directly or indirectly divulge or communicate to any third party without the other's prior written consent any financial, technical, commercial and/or other confidential information concerning the other or the subject matter of this Agreement. This does not apply to information or materials which are required to be disclosed for the purposes of this Agreement, or information or materials in the public domain, provided that such information or materials do not come into the public domain as a consequence of a breach of this clause 26, or are information or materials which are required to be disclosed by law.

27 THIRD PARTY RIGHTS

27.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

28 FORCE MAJEURE

28.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

29 GOVERNING LAW

29.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30 JURISDICTION

30.1 Each Party irrevocably agrees that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

31 ENTIRE AGREEMENT

- 31.1 This Agreement and the annexes referred to herein constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 31.2 Each Party acknowledges that it is not relying on any warranty, representation or undertaking by the other Party in entering this Agreement.
- 31.3 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty whether made innocently or negligently that is not set out in this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **UNIVERSITY OF SOUTHAMPTON**


A.M. Atherton
A.M. Atherton (Oct 31, 2024 11:33 GMT)

Professor Andrew Atherton

Vice-President International and Engagement

Date: **31-Oct-2024**

Signed for and on behalf of **NATIONAL SUN YAT-SEN UNIVERSITY**



Prof. Dr. Ming-Hsuan Lee

Vice-President for International Affairs

Date: **01-Nov-2024**

ANNEXE 1

1.1 Participating Faculties/Schools:

NSYSU	College of Engineering, Department of Mechanical and Electro-Mechanical Engineering
UOS	Faculty of Engineering and Physical Sciences, School of Engineering

Undergraduate Study Abroad Programme	
1.2 Award – credits transferred to NSYSU	
Basis for entry and eligibility criteria:	
Eligibility criteria	Satisfactory completion of three years of study on a relevant and pre-agreed BEng/BSc degree programme at NSYSU
Minimum GPA	Attaining GPA of greater than 3.0 over that time period; admissions grade to be reviewed annually by both Parties
Language Requirement	Standard IELTS requirement for undergraduate programme published on the UOS website from time to time to be verified by proof at relevant level of attainment. Students without the required IELTS score have the opportunity to study a six- or eleven-week pre-sessional English course. If successfully completed this would enable them to reach a level of linguistic proficiency equivalent to that of the required IELTS score. Details can be found at: https://www.southampton.ac.uk/courses/pre-sessional-language-courses.page This link may be changed from time to time.
Date of first admission	1 st October 2024

Academic Year	Equivalent to UOS Level	Taught at	Tuition Fee set by and paid to	UOS Award after the successful completion of each level
Year 1	Level 1 / 2	NSYSU	NSYSU	None
Year 2		NSYSU	NSYSU	None
Year 3		NSYSU	NSYSU	None
Year 4	Level 3	UOS - SA Programme	UOS	No degree award - credits will be transferred to NSYSU

Postgraduate Admission Agreement

1.3 Award – MSc Computational Engineering Design, or MSc Engineering Materials, or MSc Propulsion and Engine Systems Engineering, or MSc Mechatronics

Basis for entry and eligibility criteria

3 UG (NSYSU) + 1 UG (UOS) + 1 PGT (UOS)

Satisfactory completion of three years of study on a relevant and pre-agreed BEng/BSc degree programme at NSYSU.

Eligibility criteria	Undergraduate degree BEng/BSc from NSYSU.
Minimum GPA	Attaining GPA of greater than 3.0 over that time period; admissions grade to be reviewed annually by both Parties
Language Requirement	<p>Standard IELTS requirement for graduate programme published on the UOS website from time to time to be verified by proof at relevant level of attainment.</p> <p>Students without the required IELTS score have the opportunity to study a six- or eleven-week pre-sessional English course. If successfully completed this would enable them to reach a level of linguistic proficiency equivalent to that of the required IELTS score. Details can be found at: https://www.southampton.ac.uk/courses/pre-sessional-language-courses.page This link may be changed from time to time.</p>
Date of first admission	1 st October 2024

Academic Year	Equivalent to UOS Level	Taught at	Tuition Fee set by and paid to	UOS Award after the successful completion of each level	NSYSU Award after the successful completion of each level
Year 1	Level 1 /2	NSYSU	NSYSU	none	none
Year 2		NSYSU	NSYSU		none
Year 3		NSYSU	NSYSU		BEng or BSc
Year 4	Level 3	UOS (SA Programme)	UOS (SA Programme)	Credits transfer	BEng or BSc
Year 5	MSc	UOS	UOS	MSc	none

ANNEXE 2

2.1 ELIGIBILITY CRITERIA

2.1.1 Progression of students from NSYSU to UOS will be considered by UOS in accordance with the approved admission procedures and standards of UOS as advised to NSYSU from time to time and responsibility for admission of students to UOS rests solely with UOS, although UOS will take into consideration recommendations from NSYSU.

2.1.2 The admission qualifications will be subject to annual review by UOS.

In addition, any student participating in the Programme should:

2.1.3 have sufficient funds for the full period of study in NSYSU and UOS and

2.1.4 show the aptitude, motivation and maturity to thrive in the environment at UOS.

2.2 SUPPORTING DOCUMENTATION

The following must be submitted to UOS prior to commencement on the Programme:

2.2.1 a completed UOS application form;

- 2.2.2 transcript of academic record of programme at NSYSU
- 2.2.3 IELTS certificate of English proficiency

ANNEXE 3 MAXIMUM NUMBER OF STUDENTS

- 3.1 The maximum number of students accepted on the Programme in any academic year will not exceed 20 in any given year of this Agreement.
- 3.2 The maximum number may be reviewed.
- 3.3 No amendment to maximum numbers can be implemented without the agreement in writing of duly authorised signatories of both Parties.

ANNEXE 4 OBLIGATIONS OF STUDENTS ON THE PROGRAMME

Students on the Programme at UOS are responsible for

- 4.1 applying for and arranging accommodation at UOS;
- 4.2 making travel arrangements to and from the United Kingdom and within the United Kingdom;
- 4.3 satisfying the immigration requirements for entry to the United Kingdom;
- 4.4 registering with the diplomatic mission of their home country upon arrival in the United Kingdom;
- 4.5 providing the appropriate authority at UOS with their postal and other addresses, upon enrolment at UOS and notifying any changes.

ANNEXE 5 FINANCIAL ARRANGEMENTS

5.1 TUITION FEES

- 5.1.1 Students admitted to the Programme under this Agreement, having been introduced by NSYSU, shall be responsible for payment of all fees including tuition fees to NSYSU for each year of study while the student is registered at NSYSU and to UOS for each year of study while the student is registered at UOS.

- 5.1.2 Tuition fees payable to UOS shall be at the rate for overseas students from time to time in force, which shall be notified to NSYSU annually, less 10% discount for admission to the SA Programme and PGT programme.
- 5.1.3 UOS will determine the timing and method of payment of tuition fees and will advise students accordingly.
- 5.1.4 Additional expenses may be incurred by students enrolled on the Programme in respect of non-academic or non-obligatory facilities, services and functions provided by UOS which expenses shall be borne by students enrolled on the Programme.
- 5.1.5 Students enrolled at UOS are solely responsible for the expenses of accompanying spouses and/or dependants.

5.2 PARTIES COSTS

- 5.2.1 Each Party shall bear their own costs of participation in this Agreement.

ANNEXE 6 FINANCIAL RESPONSIBILITY OF STUDENTS ON THE PROGRAMME

Prior to participating in the programme, students should have adequate funds to cover:

- 6.1 study at UOS including relevant financial documents required for visa purposes.
- 6.2 tuition, academic and other fees payable to UOS in respect of participation in the Programme and membership of UOS;
- 6.3 medical/health insurance;
- 6.4 travel to and from the United Kingdom;
- 6.5 personal and living expenses, including accommodation and food; and
- 6.6 any other debts incurred by the student or his or her dependants for the duration of his or her study abroad.

ANNEXE 7 PROGRAMME CO-ORDINATOR

UOS

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