

國立中山大學 113 學年度第 1 學期第 4 次行政會議 會議紀錄

時間：113 年 10 月 9 日（三）上午 9 時

地點：本校行政大樓 7007 會議室

主席：李志鵬校長

出席人員：詳見頁 II

紀錄：毛睿翎（秘書室）

壹、主席致詞及交辦事項

貳、確認 113 學年度第 1 學期第 3 次行政會議會議紀錄及其執行情形：確認

參、討論事項

- 一、工學院機電系擬與英國南安普敦大學工程與物理科學學院簽署 3+2 雙聯學制合作協議，提請討論。（工學院提案）-- p.001

決議：照案通過。

肆、行政單位工作報告

- 一、為促進校務發展並提高優秀教師留任誘因，本校擬訂定「執行教育部特殊優秀人才彈性薪資補助試辦要點」草案，規劃教師可以增提計畫管理費方式，申請教育部擴大補助方案。會議中原請產學處依委員意見草擬要點條文送協調會報討論，惟會後進一步評估分析後，為臻周全、集思廣益，暫緩提案。

（辦理單位：產學處、研發處）

- 二、其他工作報告：略。

伍、學術單位口頭報告

陸、臨時動議：無

柒、散會

國立中山大學 113 學年度第 1 學期第 4 次行政會議 出席人員

李志鵬校長、郭志文副校長兼國金學院代理院長、陳世哲副校長、陳彥旭副校長兼醫學院院長、賴錫三院長、李志聰院長、郭紹偉院長、葉淑娟院長、廖德裕院長、陳美華院長（方志恒副院長代理）、王宏仁院長（于欽平副院長代理）、黃義佑院長、歐淑珍教務長、林宗賢研發長、翁靖如學務長、蔡俊彥總務長、李明軒國際長、林韋至產學長、鄺獻榮處長、陳尚盈中心主任、陳珮芬中心主任、賴妙音人事主任、黃卉宇主計主任、李慶男主任秘書、中山附中陳修平校長、李思平同學（請假）、區恩陶同學、楊育成簡任秘書兼校長特助、校務研究辦公室李哲欣主任

第一案

國立中山大學 113 學年度第 1 學期第 4 次行政會議提案單

提案單位：工學院

案由：本院機電系擬與英國南安普敦大學工程與物理科學學院簽署 3+2 雙聯學制合作協議，提請討論。

說明：

- 一、南安普敦大學（University of Southampton, UOS）是一所位於英國南部的著名研究型大學，成立於 1862 年，被稱為英國常春藤大學之一且為羅素大學集團成員。根據 2024 年的 QS 世界大學排名，UOS 位列全球第 81 名，顯示出其卓越的學術實力和研究影響力。UOS 的工學院（Faculty of Engineering and Physical Sciences）專注於工程與物理科學的教育與研究，包括土木工程、機械工程、電子工程、計算機科學和航天工程等。這些課程不僅涵蓋扎實的理論知識，還強調實踐技能的培養，以確保學生能夠在快速變化的技術環境中脫穎而出。
- 二、本雙聯協議擬於 113 年通過並簽屬後實施，為 3+2 學碩士雙聯學位合作案。本院機電系大三學生得以於收件時提出申請，並於大四時以條件入學方式進入 UOS 成為研究生。第一學年在 UOS 修得學分可以抵免中山大學學分並藉以完成本校學士學位，第二年能繼續在 UOS 完成該校碩士學位。
- 三、依本校「與境外大學辦理雙聯學制實施辦法」第四條規定，略以：本校與境外大學合作辦理雙聯學制，應由各相關院、系(所)、學位學程擬具「與境外大學合作辦理雙聯學制協議書」中、英文版各一份，經系（所）、學位學程、院務會議決議，送本校國際事務處及教務處審核，再提行政會議通過，並經雙方簽署後，方可實施。
- 四、本案業經 113 年 9 月 18 日機電系 113 學年度第 1 次系務會議

通過，及 113 年 9 月 23 日本院 113 學年度第 1 次院務會議通過，復簽會國際事務處及教務處審核。

五、附件：

- (一) 附件一_1：中文版協議書。
- (二) 附件一_2：英文版協議書。
- (三) 附件一_3：UOS 提供中山學生相關資訊連結。
- (四) 附件一_4：UOS 課程及學分說明。
- (五) 附件一_5：系務會議紀錄。
- (六) 附件一_6：院務會議紀錄。
- (七) 附件一_7：學術合作協議簽核表。

決議：照案通過。

國立中山大學（NSYSU）與南安普頓大學（UOS）出國學習與入學協議書

簽署日期：2024 年

協議雙方：

1. 國立中山大學，位於臺灣高雄市鼓山區 804（以下簡稱「NSYSU」）
2. 南安普頓大學，位於英國漢普郡南安普頓 Highfield SO17 1BJ（以下簡稱「UOS」）

前言

(A) 國立中山大學（NSYSU）是一所以研究為導向的臺灣高等教育機構，以教育與先進研究的無縫結合而聞名。NSYSU 的教職員工致力於營造積極的學習氛圍，鼓勵學生積極參與學術活動。該校注重研究和知識的實際應用，致力於通過與各類組織的合作，促進社會和當地社區的發展。

(B) 南安普頓大學（UOS）是一所以研究為導向的英國大學，其教學與學習活動發生在一個積極的研究環境中。UOS 致力於通過批判性和獨立的學術研究推動知識的進步，並且在學術人員處於學科前沿的情況下進行知識的傳遞。該校亦著重於通過直接合作或與其他組織的合作，為社會提供知識應用的服務。

NSYSU 與 UOS 希望建立一種關係，使得 NSYSU 的學生有機會體驗在英國的教育、社會及文化機會，並且在成功完成 NSYSU 認可的課程後，這些學生可被 UOS 錄取進行進一步的學習，以獲得 UOS 的學位。

(C) UOS 和 NSYSU 希望建立一種關係，使 NSYSU 的學生有機會體驗在英國生活和學習的教育、社會和文化機會，並在 NSYSU 成功完成課程，並得到 UOS 的認可，這些學生可以被 UOS 錄取以繼續學習課程，從而獲得 UOS 的獎勵

(D) 本協定規定了締約雙方之間關係的性質及其各自的義務。

協議

1. 解釋

1.1 定義：

- 協議：指本協議及其附件。
- 學位授予：指在成功完成本協議附件 1 中描述的課程後，由 UOS 授予的學位。
- 生效日期：指最後一方簽署本協議之日。

- 資料保護法：指與本協議相關的數據處理適用的所有數據保護和隱私法律。
- 智慧財產權：包括但不限於專利權、發明權、著作權及相關權利、商標、商號、域名等。
- 雙方：指 NSYSU 和 UOS。
- 課程：包括 PGT 課程和 SA 課程，即研究生課程和出國留學項目。
- PGT Programme：指在 UOS 教授的研究生課程 (Postgraduate taught study)。
- SA Programme：指 UOS 設立的出國留學項目，旨在為符合條件的學生提供體驗英國生活和學習的教育、社會和文化機會。(Study Abroad pathway)
- 課程負責人：負責管理課程的人員。
- 課程導師：負責課程日常學術事務的負責人。
- QAA：英國高等教育質量保證局(Quality Assurance Agency)。
- 品質標準：指 UOS 與課程相關的標準、規範和政策。

1.2 條款、段落和附件標題不應影響對本協議的解釋。

1.3 人包括自然人、法人或非法人團體（無論是否具有獨立的法人資格）。

1.4 協議中的部分附件，其效力與本協議正文中的全部內容一樣。對本協議的任何引用均包括附件。

1.5 除文義另有所指外，單數詞應包括複數，複數詞應包括單數。

1.6 本協議對雙方及其各自的代表、繼承人、許可受讓人具有約束力，提及任何一方應包括該方的代表、繼承人和許可受讓人。

1.7 對法規或法定條款的提及是指對其不時修訂、擴展或重新制定的提及，並應包括根據該法規或法定條款不時制定的所有從屬立法。

1.8 對書面或撰寫的參考、引用包含傳真和電子郵件。

1.9 一方不做某事的任何義務，其中包含了不允許該事情發生。

- 1.10 對任何訴訟、補救措施、司法程序、法律文件、法律地位、法院、官方或任何法律概念或事物，就英格蘭以外的任何司法管轄區而言，應被視為包括對該司法管轄區最接近英國法律術語的提及。
- 1.11 對本協議或任何其他協議的引用或本協議中提及的文件，是對本協議的引用或不時更改或更新的其他協議或文件（在每種情況下，除了違反本協議的規定）。
- 1.12 下列術語之後的任何詞語：包括、包括、特別或是例如(including, include, in particular, for example)，或任何類似的表達方式均應解釋為說明性的，不應限制這些術語之前的詞語、描述、定義、短語或術語的含義。

2. 一般條款

- 2.1 雙方同意，在各自的規定和程序範圍內，為 NSYSU 到 UOS 的學生進入附件 1 所列的項目提供便利。
- 2.2 雙方同意合作創建、開發並為已成功完成附件 1 指定的 NSYSU 學習專案和 UOS SA 專案的 NSYSU 學生提供註冊 PGT 專案的機會根據本協議中規定的條款和條件，UOS 獲得附件 1 中規定的獎項。
- 2.3 本協議應自本協議最後簽署方簽署之日起生效，有效期為五 (5) 年，除非根據下文第 12 條的規定提前終止。

3. 招生和入學

- 3.1 為了促進評估和確定學生是否適合該項目，雙方將向對方提供當前的教學大綱、項目描述和任何其他相關材料，以協助確保雙方在知識、技能水平方面達成一致、學術資格和英語語言能力，以確保 NSYSU 教授的學習課程與 UOS 教授的 SA 課程和 PGT 課程的升學就讀相容。
- 3.2 NSYSU 與 UOS 協商後，應提名有資格參加該計劃的學生。NSYSU 應根據附件 2 中規定的基礎評估和確定此類學生是否適合該計畫。
- 3.3 雙方同意合作確保所有申請選拔加入該計畫的學生了解 UOS 使用的入學標準。
- 3.4 UOS 負責錄取學生，但 UOS 將考慮 NSYSU 的建議。UOS 保留拒絕所有或任何 NSYSU 提名的學生的權利。
- 3.5 雙方應在本協議每年 5 月 1 日之前完成參加該計劃的學生選拔。計畫學生的提名應附有附件 2 中所列的原始證明文件。
- 3.6 各學年可招收的學生人數上限請見附件 3。
- 3.7 SA 計畫或 PGT 計畫的錄取取決於學生是否符合 UKVI 簽證要求。

4. 學生參與

4.1 在 UOS 就讀的學生須遵守 UOS 的章程、法規、條例、規則、政策和慣例。任何違反上述規定的行為將按照第 4.5 條概述的 UOS 程序進行處理。

4.2 雙方承諾確保所有註冊該計劃的學生充分了解本協議下商定的有關招生和註冊程序、升學、紀律和投訴、學術上訴、爭議解決程序、學生支持設施和與此類學生直接相關的任何其他事項。

4.3 UOS 將提供適當水準的資源來支援學生，包括圖書館和電腦設施，並將提供適當合格的工作人員來實施該計劃。

4.4 該計劃的學生將享有與國內學生相同的權利和特權，並須遵守附件 4 中規定的義務。

4.5 以下規定適用於學生申訴、投訴和紀律：

4.5.1 UOS 將根據不時修訂的 UOS 相關政策和程序，負責處理在 UOS 學習期間與學術事務相關的所有學生申訴、投訴和學生紀律問題。

4.5.2 UOS 將向學生提供所有與學生申訴、投訴和學生紀律問題相關的規定，並方便學生查閱。NSYSU 也將確保其工作人員了解 UOS 的學生申訴、投訴和紀律程序。

4.5.3 雙方應確保專案指定的所有專案負責人和專案導師將根據雙方合理要求，提供協助並配合解決學生申訴、投訴和學生紀律問題。

SA Programme 出國學習課程

4.1 學生加入 UOS 時應遵守相關法規；違規者將按照第 4.5 條進行處理。

4.2 雙方需確保參與該計劃的學生充分了解相關的入學、註冊、紀律、上訴、爭議解決程序和學生支持設施程序。

4.3 UOS 將提供圖書館和電腦設施等資源以支援學生，並確保有合格人員實施該計劃。

4.4 參與本計劃的學生將享有與本地學生同等的權利，並且必須遵守《附件 4》中的義務。

4.5 關於學生上訴、投訴和紀律事宜如下：

4.5.1 為處理所有學術上的學生上訴、投訴和紀律問題，UOS 將依據定期修訂的相應政策和程序進行處理。

4.5.2 UOS 將提供與學生相關的規章，並確保工作人員了解學生的疑議、投訴和紀律程序。

4.5.3 負責人和教師將根據合理要求提供協助並配合解決學生上訴、投訴和紀律問題。

PGT Programme 研究生課程

4.11 根據附件 1 成功完成 SA 課程後，NSYSU 學生將有資格參加 UOS 的 PGT 課程。

5. 財務安排

5.1 學生的學費和額外費用以及隨行配偶和/或受扶養人的費用的財務安排載於附件 5。

5.2 參加本計畫的學生的經濟責任載於附件 6。

5.3 各方應自行承擔參與本協議的費用。

6. 專案管理與審查

6.1 雙方將指定一名工作人員擔任雙方依本協議交付的專案的專案負責人。附件 7 列出了第一批計畫負責人。

6.2 專案負責人將管理雙方之間的整體協調，並就專案的開發、交付和進度與各方、學術界和管理人員進行聯絡。計畫負責人將確保雙方交換必要的訊息，早期處理爭議，安排對另一方的訪問並安排交流。他們將為教職員工組織參觀機會和參與教學活動以及專業發展。專案負責人將在必要和適當的情況下協助另一方實施項目，並負責與專案導師的聯絡。

6.3 專案導師將負責雙方之間的日常溝通，並保存和維護與專案學生相關的完整記錄。他們將就該計劃的課程內容或授課方式以及雙方認為適當的任何其他活動的任何商定變更提出建議。

7. 學術標準與品質保證

7.1 雙方對其根據本協議交付的課程的學術標準和品質負責。

7.2 UOS 專案的品質將透過以下品質保證措施得到適當保證和提升：

7.2.1 每年一次學生評價

7.2.2 每年進行內部和外部審核。

7.2.3 遵守考試答案評估標準

7.2.4 每五年對計劃進行一次審查

7.3 UOS 應事先通知 NSYSU 任何可能影響標準、品質、學習資源或學生入學人數的擬議變更。

7.4 本協議中規定的安排將遵守 UOS 的品質標準，並且 NSYSU 同意參加 QAA 或其後續機構要求的任何項目的學術審查、檢查或審計。

7.5 UOS 同意參與 NSYSU 同等機構的任何類似要求。

8. 資料保護

8.1 雙方同意，他們應遵守與根據本協議共享的任何個人資料有關的適用資料保護立法。

8.2 雙方同意僅依本協議要求或另一方書面要求提供個人資料。雙方同意，他們將確保共享的任何個人資料僅在根據本協議存在使用和傳輸所需權限的情況下共享，並且資料主體已獲得有關其使用的必要資訊。

8.3 如果任何一方作為資料控制者，則可以為申請、入學、學生升學和獎勵的目的處理個人資料。有關 UOS 如何使用個人資料的完整詳細信息，請參閱其隱私權聲明：

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

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

8.4 雙方同意，個人資料只能在與本第 8 條規定的目的有關的情況下在雙方之間共享，並且如果傳輸發生在歐盟 (EU) 之外，則只能在有合法依據的情況下進行因此，包括以下收件者：

8.4.1 在對個人資料提供足夠保護水準的國家；或者

8.4.2 根據涵蓋歐盟將個人資料傳輸至歐盟境外處理者的要求的協議。

8.5 雙方同意，當他們作為個人資料的處理者時，他們應：

8.5.1 僅在另一方合法指示的情況下進行處理；

8.5.2 採取適當措施確保其安全，包括必要時對相關人員施加保密義務；

8.5.3 僅根據書面聯繫將其傳輸給分處理者，該書面聯繫規定了與本第 8.5 條中規定一致的義務，並且另一方授權將個人資料傳輸給他們；

8.5.4 為各方提供合理的協助，以進行任何法律要求的資料保護影響評估，遵守資料主體的權利，並遵守適用的資料保護立法規定的各方自己的資料安全義務；

8.5.5 在意識到違約行為後立即通知另一方；和

8.5.6 根據一方的書面請求，向另一方提供必要的合理信息，以證明該方遵守本第 8.5 條。

9. 宣傳和推廣材料

9.1 與履行本協議有關的所有宣傳和/或促銷資料應提交給 UOS 以獲得正式書面批准。

9.2 為避免疑義，未經正式書面批准，宣傳和/或宣傳資料應視為未經批准。

9.3 如製作聯合宣傳及推廣材料，則將根據 UOS 製作此類推廣材料的指南以及 NSYSU 制定的任何同等指南進行製作。

10. 知識產權

10.1 本協議開始時各方擁有的知識產權仍屬於各自所有，未經擁有方的明確書面同意，不得使用任何一方的知識產權。

10.2 在本協議期間創作的知識產權歸創作方所有。如由雙方共同產生的知識產權，則該權利共享，任何一方不得在未經另一方事先書面同意的情況下使用或轉讓。

10.3 任何一方不得在未經另一方事先書面同意的情況下使用對方的商標、標誌或其他知識產權。此類知識產權的使用僅限於協議有效期內。

11. 轉讓和變更

11.1 任何一方不得在未經另一方事先書面同意的情況下，轉讓、委託或分包本協議給其他方。

11.2 本協議僅可通過雙方的書面共同同意進行變更，並需由雙方的正式授權代表簽署。

12. 終止

12.1 任一方可終止本協議，如果另一方：

12.1.1 違反本協議中的重大義務，且未能在收到違約書面通知後一個月內補救；

12.1.2 破產，與債權人達成安排，任命管理人，無法支付其到期債務，解散或進入清算程序；或

12.1.3 停止存在。

12.2 任一方可以隨時通過向另一方發出不少於六個月的書面通知終止本協議。

12.3 如果本協議因非 12.1.2 和 12.1.3 條款下的情況而終止，則適用以下條款：

12.3.1 雙方將立即通知所有參加該計劃的學生，本協議已終止並解釋對學生的影響。

12.3.2 雙方將合理努力確保當時註冊該計劃的學生，能夠根據本協議的規定完成其學習計劃。

13. 賠償

13.1 雙方同意對由於責任方的疏忽行為或疏忽造成的所有直接索賠、訴訟、要求、損失、損害、費用和法律費用賠償另一方，前提是被賠償方：

13.1.1 盡快向對方發出書面通知，具體說明索賠的性質；

13.1.2 不做任何有關索賠的認可；

13.1.3 賠償方應具有單方面的權力來避免爭議、妥協或辯護索賠；

13.1.4 全力配合索賠的辯護或和解。

14. 爭議解決

14.1 雙方同意合理努力解決在本協議條款和條件、其執行及其相關事宜中出現的任何爭議。無法通過非正式方式解決的爭議將由本協議的簽字人或其繼任者解決。

14.2 如果本協議中出現的任何爭議在第 14.1 條中提到的 30 天內未能解決，相關方可以書面通知對方，請求啟動第 14.3 條的調解程序。

14.3 雙方應將根據本協議或與本協議相關的任何爭議提交調解。調解員由雙方共同任命。如未能就調解員的選擇達成一致，雙方各自選擇一位獨立於本協議的教授，兩位教授將共同選擇一位獨立的主席擔任調解員。調解員將尋求一個雙方都接受的解決方案，否則他們將提出一個建議供雙方接受或拒絕。

14.4 雙方同意在合理嘗試通過調解解決爭議之前，不對與本協議有關的任何爭議提起任何法院訴訟，並且調解已終止。

14.5 儘管有上述規定，雙方同意對於任何涉及 UOS 課程的驗證、監督或審查的爭議，UOS 的決定為最終決定。

15. 通知

15.1 向一方發出的根據或與本協議相關的通知：

15.1.1 應為書面形式並使用英語；

15.1.2 應由或代表發通知的一方簽署；

15.1.3 應發送至第 15.2 條中列明的聯絡人及其地址、電子郵件地址或傳真號碼；

15.1.4 應通過第 15.3 條中列明的方法發送；並且

15.1.5 除非另有證明，應按照第 15.3 條的規定在收到通知時視為已收到。

15.2 通知服務的地址、傳真號碼和電子郵件地址：

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

地址：台灣高雄市鼓山區蓮海路 70 號 804201
聯絡人：機械與機電工程學系主任 王郁仁教授
電子郵件地址：yjwang@mail.nsysu.edu.tw
傳真號碼：+886-07-5254299

15.3 本協議經雙方代表正式簽署和蓋章後生效。

15.3.1 如果是手遞送，則在交付當天視為收到（如果該天是收件人的工作日），否則在交付日的下一個工作日視為收到。

15.3.2 如果通過一級預付郵寄發送，則在郵寄後的第三個工作日視為收到。

15.3.3 如果通過航空郵件發送，則在郵寄後的第七個工作日視為收到。

15.3.4 如果通過傳真發送，若在工作日的 09:00 至 17:00 之間傳送，則在發件人收到接收設備的傳輸驗證後視為收到；若在其他時間傳送，則在發件人收到接收設備的傳輸驗證後的第一個工作日的 09:00 視為收到。

15.3.5 如果通過電子郵件發送，則在發送時視為收到，需有交付回執的證明和保留。

16. 語言

16.1 本協議以英語撰寫。

16.2 根據本協議發出的任何通知必須使用英語。所有其他根據本協議提供的文件亦必須使用英語。

16.3 若有衝突，則以本協議的英文版本為準，除非該文件是憲法、法律或其他官方文件。

17. 反賄絡法

17.1 雙方應：

17.1.1 遵守所有相關的法律、法規和條例，包括但不限於《2010 年反賄賂法》。

17.1.2 不參與任何活動、行為或舉措，這些行為如果在英國進行，則會構成《2010 年反賄賂法》第 1、2 或 6 條所規定的罪行。

17.1.3 在本協議有效期內，擁有並維持符合《2010 年反賄賂法》的政策和程序，以確保遵守相關要求，並在適當時加以執行。

17.1.4 及時向對方報告在本協議執行過程中收到的任何不當財務或其他優勢的要求或請求。

17.2 雙方應確保與他們相關的任何人員僅在書面合約的基礎上執行與本協議相關的服務，該合約向該人員施加了與本第 17 條（相關條款）。一方應對此類人員遵守和履行相關條款負責，並應對此類人員違反任何相關條款的行為直接向另一方承擔責任。

17.3 就本第 17.3 條而言，適當程序和外國公職人員的含義以及某人是否與另一人有關聯應根據 2010 年《反賄賂法》第 7(2) 條（以及根據第 17.3 條發布的任何指南）確定該法第 9 條）、該法第 6(5) 條和第 6(6) 條以及該法第 8 條分別。就本第 17 條而言，與雙方有關聯的人員包括但不限於雙方的任何分包商。

18. 現代奴隸制度(指被定義為包括因債務抵押、強迫婚姻、人口販賣、強迫性交易等原因被奴役的人。)

18.1 雙方應遵守不時生效的所有適用的反奴隸制和人口販運法律、法規、條例和守則，包括但不限於《2015 年現代奴隸制法》。

19. 平等與多樣性

19.1 雙方確認在履行本協議時應遵守所有適用的平等法律，並採取一切必要措施防止非法歧視。

20. 健康與安全

20.1 雙方應遵守所有適用的健康與安全法律、法規和規定，包括但不限於《1974 年工作健康與安全法》和《1999 年工作健康與安全管理規則》。

20.2 雙方承認和接受，UOS 應受相關英國立法的約束，而 NSYSU 應受台灣（R.O.C.）的相關立法的約束。

21. 無效條款

21.1 如果本協議的任何條款或部分條款無效、非法或不可執行，則應視為刪除，但這不應影響本協議其餘部分的有效性和可執行性。

21.2 如果本協議的任何條款或部分條款根據第 22.1 條被視為刪除，雙方應真誠協商商定替換條款，以最大程度地實現原條款的預期結果。

22. 棄權

22.1 一方未能或延遲行使根據本協議或法律提供的任何權利或補救措施，不應視為放棄該權利或補救措施，也不應阻止或限制進一步行使該權利或補救措施。單次或部分行使此類權利或補救措施不應阻止或限制進一步行使該權利或補救措施。

23. 責任

23.1 各方應對其行為或承諾負責，而不對其他方的行為或承諾承擔連帶責任。

24. 保險

24.1 各方應自行負擔費用，獲取並維持所有通常或審慎的可比教育機構所維持的保險。保險應由一家有信譽的保險公司提供，並應在要求時（每年不超過一次）向另一方提供此類保險的證明。任一方在任何時候，若保險被暫停、作廢、取消或範圍或財務限額從原始保險通知的變更，均須通知另一方。

25. 無合夥關係

25.1 本協議無意建立任何合夥或聯營關係，也不授權任何一方為另一方作出或承諾任何事宜。

25.2 各方確認其行為是基於自身利益而非他人的利益。

26. 保密

26.1 雙方應在本協議期間和終止後，對任何財務、技術、商業和/或其他機密信息保持最嚴格的保密，並且未經另一方事先書面同意，不得向任何第三方直接或間接洩露或傳達。這不適用於根據本協議需要披露的信息或材料，或已進入公共領域的信息或材料，前提是這些信息或材料並非因違反本條第 26 條而進入公共領域，或根據法律要求披露的信息或材料。

27. 第三方權利

27.1 除非本協議另有明示規定，否則本協議不會產生 1999 年《合約（第三方權利）法》下的任何權利來執行本協議的任何條款。

28. 不可抗力

28.1 任何一方在本協議下的義務延遲或未能履行，若因超出其合理控制範圍的事件、情況或原因所致，則不視為違反本協議，也不承擔責任。

29. 適用法律

29.1 本協議及其相關的任何爭議或索賠，無論是基於本協議的內容、主題或形成，都應受英格蘭和威爾斯法律的管轄並依其解釋。

30. 管轄範圍

30.1 各方不可撤銷地同意英格蘭和威爾斯法院擁有管轄權來解決因本協議或其標的物或形成而引起的或與之相關的任何爭議或索賠。

31. 完整協議

31.1 本協議及其提及的附件構成雙方之間的完整協議，並取代和廢除雙方之間與其主題相關的所有先前協議、承諾、保證、保證、陳述和諒解，無論是書面還是口頭。

31.2 雙方均承認其在簽訂本協議時不依賴另一方的任何保證、陳述或承諾。

31.3 各方同意，對於本協議中未規定的任何聲明、陳述、保證或保證，無論是無意或疏忽作出的，均不享有任何補救措施。

本協議已於其開頭所述的日期簽訂。

代表南安普敦大學簽署

Professor Andrew Atherton

Vice-President International and Engagement

Date

國立中山大學代表簽署

李明軒博士

國際長

日期：

ANNEXE 1 附件 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**
工程與物理科學學院，

Undergraduate Study Abroad Programme 大學部出國留學項目	
1.2 Award – credits transferred to NSYSU 授予 – 學分轉移至中山大學	
Basis for entry and eligibility criteria 基本入校資格標準::	
Eligibility criteria 資格標準	Satisfactory completion of three years of study on a relevant and pre-agreed BEng/BSc degree programme at NSYSU 在國立中山大學相關且經過預先同意的工學學士學位課程上成功完成三年的學習。
Minimum GPA 最低要求 GPA	Attaining GPA of greater than 3.0 over that time period; admissions grade to be reviewed annually by both Parties 在此期間獲得 GPA 大於 3.0；入學成績將每年由雙方審查。
Language Requirement 語檢要求	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. 標準雅思要求針對本科課程，會不時在 UOS 大學網站上公布，並需提供相關的成績證明以證明達到相應的程度。 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. 沒有達到雅思成績要求的學生有機會學習為期六週或十一周的學期前英語課程。如果成功完成，這將使他們達到相當於雅思成績要求的語言能力水平。詳

	情 請 見 : https://www.southampton.ac.uk/courses/pre-sessional-language-courses.page 該連結可能會不時更改。
Date of first admission 首次入學日期	1 st October 2024

Academic Year 學年	Equivalent to UOS Level 相當於 UOS 級別	Taught at 於何處進行教學	Tuition Fee set by and paid to 學費由何方設定並支付予	UOS Award after the successful completion of each level 成功完成每個級別後的 UOS 授予
Year 1 第 1 年	Level 1 /2 等級 1 /2	NSYSU	NSYSU	None 無
Year 2 第 2 年		NSYSU	NSYSU	None 無
Year 3 第 3 年		NSYSU	NSYSU	None 無
Year 4 第 4 年	Level 3 等級 3	UOS - SA Programme UOS - 出國留學	UOS	No degree award - credits will be transferred to NSYSU 無學位獎勵 - 學分將轉移到 NSYSU

Postgraduate Admission Agreement 研究生入學協議	
1.3 Award – MSc Computational Engineering Design, or MSc Engineering Materials, or MSc Propulsion and Engine Systems Engineering, or MSc Mechatronics 學位授予 – MSc 計算工程設計碩士、或 MSc 工程材料碩士、 MSc 推進和引擎系統工程碩士、及 MSc 機電整合碩士	
Basis for entry and eligibility criteria 基本入校資格標準： 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. 在國立中山大學相關且經過預先同意的 BEng/BSc 工學學士學位課程上成功完成三年的學習。	
Eligibility criteria 資格標準	Undergraduate degree BEng/BSc from NSYSU. 國立中山大學的工學學士學位 (BEng/BSc)
Minimum GPA 最低要求 GPA	Attaining GPA of greater than 3.0 over that time period; admissions grade to be reviewed annually by both Parties 在此期間內取得最低 70% 的平均成績；入學成績將每年由雙方審查。
Language Requirement 語檢要求	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. 標準雅思要求針對本科課程，會不時在 UOS 大學網站上公布，並需提供相關的成績證明以證明達到相應的程度。 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. 沒有達到雅思成績要求的學生有機會學習為期六週或十一周的學期前英語課程。如果成功完成，這將使他們達到相當於雅思成績要求的語言能力水平。詳情請見：

		https://www.southampton.ac.uk/courses/pre-sessional-language-courses.page 該連結可能會不時更改。			
Date of first admission 首次入學日期		1 st October 2024			
Academic Year 學年	Equivalent to UOS Level 相當於 UOS 級別	Taught at 於何處進行教學	Tuition Fee set by and paid to 學費由何方設定並支付予	UOS Award after the successful completion of each level 成功完成每個級別後的 UOS 授予	NSYSU Award after the successful completion of each level 成功完成每個級別後的 NSYSU 授予
Year 1 第 1 年	Level 1 /2 等級 1 /2	NSYSU	NSYSU	none 無	none 無
Year 2 第 2 年		NSYSU	NSYSU		none 無
Year 3 第 3 年		NSYSU	NSYSU		BEng or BSc
Year 4 第 4 年	Level 3 等級 3	UOS (SA Programme)	UOS (SA Programme)	Credits transfer 學分轉移	BEng or BSc BEng/BSc 工學學士學位
Year 5 第 5 年	MSc MSc 碩士	UOS	UOS	MSc MSc 碩士	none 無

附錄 2

2.1 資格標準

2.1.1 由國立中山大學（NSYSU）轉學至大學（UOS）的學生進展將由 UOS 根據其批准的入學程序和標準進行考量，這些程序和標準會不時通知 NSYSU。學生的入學責任完全由 UOS 承擔，儘管 UOS 會考慮來自 NSYSU 的推薦。

2.1.2 入學資格每年由 UOS 審核。

此外，參與該計劃的任何學生應：

2.1.3 擁有足夠的資金以支持在 NSYSU 和 UOS 的整個學習期間，並且

2.1.4 展現出在 UOS 的環境中茁壯成長所需的能力、動機和成熟度。

2.2 支援文件

在開始計劃之前，必須提交以下文件給 UOS：

2.2.1 完成的 UOS 申請表；

2.2.2 國立中山大學課程的學術成績單

2.2.3 雅思英語能力證書

附錄 3 最多學生人數

3.1 任何學年計畫接受的最多學生數不得超過本協議任何特定年份的 20 個學生。

3.2 最大數量可能被進行審查。

3.3 未經雙方正式授權簽署人書面同意，不得實施任何最大數量的修改。.

附錄 4 學生參與本計畫的義務

在 UOS 大學參加該計劃的學生負責：

4.1 申請並安排在 UOS 的住宿；

4.2 安排往返英國及英國境內的旅行；

4.3 滿足進入英國的移民要求；

4.4 抵達英國後，向其母國的外交機構登記；

4.5 在 UOS 註冊時向 UOS 提供其郵寄地址及其他聯絡地址，並通知任何變更。

附錄 5 財務安排

5.1 學費

- 5.1.1 根據本協議被國立中山大學（NSYSU）推薦入學的學生，應負責支付所有費用，包括在 NSYSU 註冊期間每學年的學費，以及在 UOS 註冊期間每學年的學費。
- 5.1.2 向 UOS 支付的學費將根據當時對海外學生的收費標準收取，該標準將每年通知 NSYSU，並對 SA 計劃和 PGT 計劃的入學學生提供 10% 的折扣。
- 5.1.3 UOS 將決定學費的支付時間和方式，並相應地通知學生。
- 5.1.4 參加該計劃的學生可能會因使用 UOS 提供的非學術或非必需設施、服務和活動而產生額外費用，這些費用由參加該計劃的學生自行承擔。
- 5.1.5 在 UOS 註冊的學生對其伴侶和/或受撫養人的費用負有唯一責任。

5.2 各方費用

- 5.2.1 各方應自行承擔參與本協議的費用。

附錄 6 學生在計劃中的財務責任

在參加該計劃之前，學生應有足夠的資金來支付：

- 6.1 在 UOS 學習，包括簽證所需的相關財務文件。
- 6.2 因參與本計劃和成為 UOS 會員而應向 UOS 支付的學費、學術費和其他費用；
- 6.3 醫療/健康保險；
- 6.4 往返英國的旅行；
- 6.5 個人和生活費用，包括住宿和食物；和
- 6.6 學生或其家屬在國外學習期間所產生的任何其他債務。

附錄 7 計畫協調人

UOS

Prof. Mohamed Torbati

Director of Internationalisation

Faculty of Engineering and Physical Sciences

Highfield campus, Southampton, UK

Tel: +44 2380 597388

E-mail: mmt2@soton.ac.uk

NSYSU

Prof. Wang, Yu-Jen

National Sun Yat-Sen University, Gushan District, Kaohsiung 804201, Taiwan

Tel:[+886-07-5252000*4212]

E-mail: yjwang@mail.nsysu.edu.tw

DATED

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 the

day of

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.

DRAFT

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-session 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.



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**

Professor Andrew Atherton

Vice-President International and Engagement

Date:

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

Prof. Dr. Ming-Hsuan Lee

Vice-President for International Affairs

Date:

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	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. 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	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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Director of Internationalisation

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