



朝陽科技大學
Chaoyang University of Technology



OSTBAYERISCHE
TECHNISCHE HOCHSCHULE
REGENSBURG

AGREEMENT FOR A STUDENT EXCHANGE

PROGRAM BETWEEN OTH REGENSBURG

AND

CHAOYANG UNIVERSITY OF TECHNOLOGY

This agreement for the mutual support and promotion of student exchanges is entered into between OTH Regensburg (hereafter referred to as OTH), and Chaoyang University of Technology (hereafter referred to as CYUT) to carry out the purposes of this agreement, OTH and CYUT understand the following:

Article I- Purpose of the Agreement

The purpose of this agreement is to develop scholarly exchanges between Taiwan and Germany in order to contribute to international friendship and understanding and promote global awareness among exchange students and faculty from the two participating institutions.

Article II- Program Liaison Representatives

Each party will designate an individual to act as program liaison for this exchange program. The program liaison will act as adviser to the students in academic and logistical matters.

Article III - Number of Students to be exchanged

The number of students to be exchanged shall not exceed 2 (two) each year, and an equal number of students from each institution should be exchanged over the term of this agreement. This number may be increased at any time on the basis of reciprocity.

Other exchange mechanism might be developed and agreed upon in case that it will be impossible to keep the equal number of exchanged students. In such a case a separate sub agreements will be developed and signed by both sides and will be appended to this general agreement.

Article IV

All exchange of academic, professional staff and students must be approved by the host (receiving) institution in writing at least three months in advance. Written approvals will include the responsibilities of the exchange, and any

other conditions governing the terms of the exchange.

Article V - Period of Exchange

Normally, an exchange will be for one semester. Individual students may be continued as designated exchange students for one ensuing period of exchange.

Article VI - Degrees Granted at the Host Institution

Exchange students that wish to pursue a degree program at the host institution after completing the period of exchange must meet the regular university and program admission requirements and regulations, pursue the appropriate change of visa status if necessary, and pay all applicable fees and charges required of matriculated international students.

Article VII - Selection of Exchange Candidates

Each exchange student will be selected according to procedures established by the respective home institution, but each institution agrees to provide resumes, transcripts, and other relevant material to the host institution for each student selected. The host institution reserves the right to approve all applications.

Article VIII - Requisite Language Skills

Each of the parties to this agreement will endeavor to select only exchange students who possess the language skills required for successful completion of classes taken at the host institution during the period of exchange. However, if deemed necessary, the host institution may require exchange students to undertake further language instruction after their arrival.

Article IX - Regulations of the Host Institution

Exchange students are subject to all regulations, including those regarding admission to the university, academic standards, code of conduct, and performance in classes, as required for students in the host institution.

Article IX - Waiver of Fees

Each host institution agrees to waive both the application fee for admission and all non-resident (foreign student) tuition fees. When the exchange students register as matriculated students and pay all other fees at their home institution prior to departure, no other fees will be assessed by the host institution. None withstanding, incoming students to Germany must cover the student union fee comprising transportation costs for the semester.

Article X - Additional Financial Support

The terms and conditions of any additional financial support, such as scholarships, fellowships, stipends, and assistantships that may be provided to exchange students by institution, government agencies, or other third parties shall be detailed in separate sub agreements, which shall be appended to this

general agreement. In the absence of such sub agreements, neither institution accepts any additional financial responsibility for students sponsored by the other.

Article XI - Financial Responsibilities of Exchange Students

Exclusive of any additional financial support which may be provided, exchange students will be responsible for all expenses incidental to the exchange, including visas, travel expenses, room, and board. Each student must also obtain, at their own expense, insurance to cover medical contingencies in the host country.

Article XII - Academic Records

The host institution will provide directly to the home institution a record of the students' academic performance when those records are available.

Article XIII - Term and Termination

This agreement will go into effect on the date it has been signed by both parties and will be in effect for a period of three (3) years. The agreement can be renewed for additional three (3) year periods by mutual written consent of the parties to the agreement. Both parties reserve the right to terminate this agreement upon written notice given six months prior to the termination date becoming effective.

Article XIV - Independent Contractors

Both CYUT and OTH are independent contractors. Neither CYUT nor OTH is authorized or permitted to act as an agent or employee of the other. Nothing in this agreement shall in any way alter the freedom enjoyed by either CYUT or OTH, nor shall it in any way alter the control of the management, operation, and affairs of either CYUT or OTH, it being the intent of this agreement that CYUT and OTH maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

Article XV - No Discrimination

CYUT and OTH mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation or disability for the purposes of this agreement.

Article XVI - Compliance with Laws

This agreement shall be subject to all German and Taiwanese laws, treaties, regulations, orders, and decrees, including without limitation immigration laws and regulations. Any delay in, or termination of performance due to such laws, treaties, regulations, orders or decrees shall not be considered a breach of this agreement.

Article XVII - No Waiver

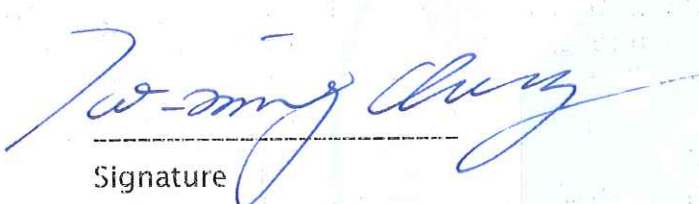
The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

Article XVIII- Entire Agreement

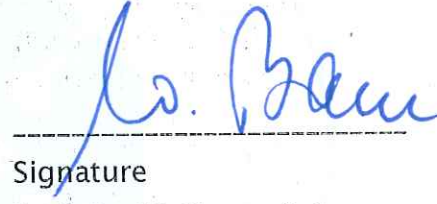
This agreement constitutes the entire agreement between the parties. No amendment, consent or waiver of terms of this agreement shall bind either party unless in formal writing and signed by both parties.

Article XIX - Administration, Amendments, Notices

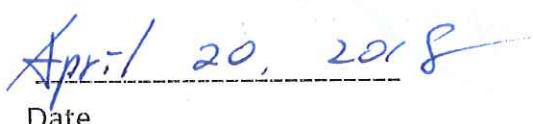
Administration of the Student Exchange Agreement shall be the responsibility of Wilhelm Bomke, Director of the International Office of OTH, and Wen-Der Yu, Dean of the Office of International & Cross strait Cooperation of CYUT. Any additions, changes, or deletions must be approved by these official representatives of both universities. All notices shall be in writing and shall be directed to these individuals as follows:



Signature
Prof. Dr. Tao- Ming Cheng
President
Chaoyang University of Technology



Signature
Prof. Dr. Wolfgang Baier
President
OTH Regensburg



Date



Date