

(10/22/2018)

## **Agreement to Establish a National Chengchi University-Georgetown University Accelerated Degree Program in **Computer Science****

Georgetown University, a nonprofit institution of higher education organized as a non-stock corporation under a Congressional Charter, on behalf of the Department of Computer Science, located at 37th & O Streets N.W., Washington, D.C. 20057 USA ("Georgetown") and National Chengchi University located at No. 64, Sec. 2, ZhiNan Rd., Wenshan District, Taipei City 11605, Taiwan, R.O.C. ("NCCU"), hereby agree to establish an Accelerated Degree Program in **Computer Science** (the "Accelerated Degree Program"). This document describes the agreement (the "Agreement") between the two parties on the Accelerated Degree Program.

### **1. The Accelerated Degree Program.**

- 1.1 Program Overview. This Agreement sets forth the terms pursuant to which NCCU and Georgetown shall work together with respect to the Accelerated Degree Program, which will enable qualified students enrolled in the NCCU BSc in **Computer Science** ("BS") program to pursue a Master's degree in Computer Science ("MS"). The Accelerated Degree Program strives to foster academic exchange and cooperation between the two institutions. The Accelerated Degree Program has been approved by the Deans of the Graduate School and Georgetown College, Georgetown University, and by **the Dean of the College of Sciences, National Chengchi University.**
- 1.2 Selection of Candidates. Upon enrollment in the NCCU BS program, NCCU will provide information to its students on the Accelerated Degree Program. While completing courses towards their BSc degree at NCCU, interested students will take TOEFL and GRE exams during the first two and half years of their study at NCCU. By the end of the fifth semester (third year), interested students will apply to NCCU and Georgetown for selection to the Accelerated Degree Program. **Admission to Georgetown is at the discretion of the Graduate Admission Committees of the Georgetown Department of Computer Science. The Offer of Admission will be sent from the Georgetown Graduate School's Admissions Office.** NCCU candidates must meet all the standard admission requirements for non-US students, including any U.S. immigration requirements, except that under the Agreement, students from NCCU will be allowed to enroll into Georgetown's graduate programs in **Computer Science** in their fourth year, without first completing their BS at NCCU.
- 1.3 Under the Accelerated Degree Program, coursework taken at Georgetown in the MS programs will be counted towards both the students' BS degree at NCCU and MS degree at Georgetown.
- 1.4 The Georgetown MS Program. The selected NCCU students should start their MS studies at Georgetown in the Fall semester of their fourth year upon being admitted by Georgetown and approved by NCCU. Once enrolled at Georgetown, students shall be subject to all policies, rules and regulations relevant to graduate study at Georgetown. It is expected that students will complete the Georgetown MS degree portion of the Accelerated Degree Program in residence at Georgetown in two years. Students must have their BS degree conferred by NCCU no later than December of their ninth semester (fifth year) to be eligible to graduate from Georgetown with a MS in May of the tenth semester (fifth year). **A student's failure to obtain a BS by December of the student's ninth semester may be deemed to be a failure to meet Georgetown's academic progression requirements, which may result in termination of degree candidacy and termination of the student's immigration document for failure to make normal progress.** The

Chair of the Department of **Computer Science**, NCCU will be responsible for forwarding the student's transcript to the Chair of the Department of **Computer Science** documenting the student's BS degree completion. A MS degree from Georgetown and a BSc degree from NCCU shall be conferred to the students, from the designated university, upon the successful completion of both the NCCU BS Undergraduate Program requirements and the Georgetown **Computer Science** Graduate Program requirements.

1.5 Number of Students. The number of students enrolled into the Accelerated Degree Program shall not exceed four per year during the first four years of the Program.

1.6 Management of the Program. The Accelerated Degree Program shall be managed by the Chairs for the Department of **Computer Science** at NCCU and Department of **Computer Science** at Georgetown.

## **2. Financial Arrangement.**

Students in the Accelerated Degree Program shall be responsible for paying the then-current tuition and fees for a Master's of Science degree in Computer Science directly to Georgetown. Each student shall also be responsible for all costs related to living in and traveling to Washington, DC during their studies at Georgetown. At no point shall the Georgetown Graduate School and Georgetown College be obligated to identify or provide funding to students under the Accelerated Degree Program.

## **3. Term and Termination.**

3.1 Effective Period. This Agreement shall become effective when it has been signed by the relevant authorized signatories of Georgetown University and National Chengchi University, as indicated by the last signature below (the "Effective Date"). This Agreement is valid for a period of five years from the Effective Date and may be renewed before the expiration date upon the written consent of both parties.

3.2 Termination. If either Party fails to fulfill the material terms and conditions of this Agreement, and such failure is not cured within 60 days of proper notice to the other Party under this Agreement, the non-breaching Party has the right to terminate the Agreement. This Agreement may also be terminated without cause, at the sole discretion of either Party as long as the terminating Party provides the other Party six (6) months' written notice. Upon termination, students already participating or accepted to participate in the Accelerated Degree Program pursuant to this Agreement shall be permitted to complete those programs, and the applicable terms of this Agreement shall continue to govern their participation.

3.3 Force Majeure. If the performance of this Agreement is prevented or delayed by an event of force majeure, including, but not limited to, acts of war, acts of terrorism, civil unrest, fire, flood, earthquake or other natural disaster, blockades or embargoes, strikes or work stoppages, governmental action (i.e., regulation, decree, denial of visas), or any other event customarily accepted in similar international transactions as an event of force majeure not reasonably within its control, either party has the option to terminate this Agreement and cancel the Accelerated Degree Program.

#### **4. Names.**

Any use by NCCU or Georgetown of names or marks of the other in marketing materials for this Accelerated Degree Program must first be approved in writing by the appropriate representatives from both parties.

#### **5. Relationship of the Parties.**

5.1 Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture or employment relationship, or to impose on either Party any right, obligation or duty that might arise out of a partnership, joint venture or employment relationship. The obligations of the Parties shall be limited to those explicitly set forth in this Agreement. Neither Party shall have any right or authority to bind, speak for or contract on behalf of the other Party. Neither Party shall be deemed, nor shall any person associated with a Party, hold itself out as being, a partner, broker, employee, servant or agent of the other Party. Neither Party shall be liable for the acts of the other Party.

5.2 Nothing in this Agreement shall be construed as superseding or interfering in any way with any agreements entered into between the Parties, either before or after the Effective Date. Other than as set forth in this Agreement, nothing in this Agreement shall impose an exclusivity obligation on either Party; each Party is free to pursue independently, or in connection with any third party (including direct competitors of the other Party), any and all business opportunities or other pursuits which may arise from time to time during the term of the Agreement, even if such pursuits are within the scope of the matters of mutual interest.

5.3 This Agreement does not and shall not create any duty of loyalty, right of first refusal, option or any similar obligation on the part of either Party. No further business relationship between the Parties shall be inferred beyond the terms of this Agreement. Neither Party shall hold itself out contrary to the terms of this Agreement in any manner, nor shall either Party be bound by any representation, act or omission whatsoever of the other Party. The Parties specifically acknowledge that this Agreement does not create any rights in any third party.

#### **6. Compliance with Law.**

6.1 Each Party agrees to comply with all applicable U.S. and non-U.S. laws, state and local laws, and related rules and regulations.

6.2 The Parties to this Agreement shall comply with all applicable laws regarding affirmative action and equal opportunity in fulfilling the Agreement and shall not discriminate against any person or group of persons on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, political affiliation, genetic information, gender identity or expression, source of income, disability, veteran status, or any other basis protected by law.

6.3 Neither Party shall directly or indirectly give, offer or promise to give, or authorize any third party to give, offer or promise to give, any money or other thing of value to any Covered Person to induce or reward favorable action or the exercise of influence by such Covered Person. "Covered Person" means an individual holding an official governmental position; a political party official; a candidate for public office; an official of a public international organization; a director, officer, or employee of a state-owned enterprise; personnel; or someone closely related (for example, through family, business, personal or other connections) to a Covered Person.

6.4 Neither Party shall take any action or omit to take any action that would cause the other Party to be in violation of United States anti-boycott laws or regulations or to participate or cooperate, directly or indirectly, in an international boycott in any manner that would result in a tax or other penalty under applicable law.

6.5 Neither Party shall take, or be obligated to take, any action or omit to take any action that would jeopardize or endanger in any manner Georgetown's licensure, accreditation, federal, state, local, domestic or international tax status or exemptions, or eligibility to contract with or receive grants or financial assistance from any government that provides material amounts of funds to Georgetown or participate in any manner in any government-related student loan programs.

## **7. Indemnification and Insurance.**

7.1 Each Party (in such capacity, the "Indemnifying Party") agrees to indemnify and hold the other Party, its officers, directors, and employees harmless from and against all claims, costs, losses, damages, liabilities, expenses, demands, and judgments (including penalties and attorneys' fees) proximately resulting from (i) the Indemnifying Party's breach of this Agreement or (ii) the negligent or willful acts or omissions of the Indemnifying Party or the Indemnifying Party's officers, directors or employees in the performance of this Agreement.

7.2 Each Party shall maintain sufficient insurance or self-insurance to cover potential liabilities caused or arising out of the actions or omissions of its directors, officers, agents, students and/or employees under this Agreement. Evidence of such insurance or self-insurance shall be provided to the other Party upon request.

**8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, exclusive of choice of law statutes. Any dispute arising out of this Agreement shall be resolved exclusively by the courts located in the District of Columbia, U.S.A. The Parties consent to, and agree not to challenge at any time, the jurisdiction and venue of said courts.

**9. Representations and Warranties.** Each party warrants that, as of the date hereof: (i) it is duly authorized and existing under the laws of its respective jurisdiction and is in good standing under the applicable laws of such jurisdiction; (ii) it has the corporate authority and power to enter into this Agreement; and (iii) the person(s) executing this Agreement on behalf of the party is fully authorized to do so.

**10. Notice.** Any notice required under this Agreement shall be in writing and may either be given by personal delivery or sent by overnight mail addressed to the following:

FOR GEORGETOWN:  
Chair, **Department of Computer Science**  
Georgetown University  
Washington, D.C. 20057

*With a copy to:*  
Office of General Counsel  
Georgetown University  
202 Healy Hall  
37<sup>th</sup> & O Streets, NW  
Washington, D.C. 20057

FOR NATIONAL CHENGCHI UNIVERSITY:  
Chair, **Department of Computer Science**  
College of Science  
National Chengchi University  
No. 64, Sec. 2, Zhinan Road,  
Taipei City, Taiwan, R.O.C.

*With a copy to:*  
Office of International; Cooperation  
National Chengchi University  
No. 64, Sec. 2, Zhinan Road,  
Taipei City, Taiwan, R.O.C.

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**IN WITNESS HEREOF**, the authorized representatives of the Parties hereby execute this Educational Collaboration Agreement on the dates set forth below:

**For Georgetown University**

\_\_\_\_\_  
Nitin Vaiya, Chair  
Department of Computer Science

\_\_\_\_\_  
Date

\_\_\_\_\_  
Der-Chen Chang  
McDevitt Chair in Mathematics and Computer  
Science  
Senior Advisor to Provost for China Initiatives

\_\_\_\_\_  
Date

\_\_\_\_\_  
Norberto M. Grzywacz, Dean  
Graduate School of Arts & Sciences

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Celenza, Dean  
Georgetown College

\_\_\_\_\_  
Date

\_\_\_\_\_  
David B. Green  
Chief Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Groves  
Provost, Executive Vice President

\_\_\_\_\_  
Date

**For National Chengchi University**

\_\_\_\_\_  
Raylin Tso, Chair  
Department of Computer Science

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nao-Shing Yen, Dean  
College of Sciences

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shu-Heng Chen  
Vice President

\_\_\_\_\_  
Date