



**Agreement for Dual Degree of
Mechanical Engineering 2+2 Bachelor's Program
Between
Politeknik Negeri Kupang (Indonesia)
And
National Yunlin University of Science and Technology (Taiwan, R.O.C.)**

THIS AGREEMENT is made this day of 27th August, 2019

BETWEEN:

Politeknik Negeri Kupang at
Address: Jl. Adi Sucipto Penfui, Kupang-NTT, Indonesia 85000
hereinafter referred to as PNK

AND

NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY at
123, Section 3, University Road, Douliu City,
Yunlin, Taiwan,
hereinafter referred to as YunTech.

AGREEMENT:

1. Definitions and Interpretation

In this Agreement, unless the context suggests otherwise:

"Academic Program" means the Mechanical Engineering 2+2 Bachelor's Program which will be delivered in Indonesia and Taiwan with two groups of courses:

- The first two years in Indonesia at the premises of PNK, hereinafter referred to as PNK Course.
- The third and fourth years in Taiwan at the premises of YunTech, hereinafter referred to as YunTech Course.
- Program curriculums agreed upon by two institutions are attached as appendices to the Agreement.

Appendix: PNK Course + YunTech Course.

2. Delivery of Academic Program

2.1 The parties agree that PNK in conjunction with YunTech will enrol students in the Academic Program and will:

- (a) deliver lectures to those students;
- (b) conduct, with the assistance of each party, examinations of those students in each of the Courses.

2.2 YUNTECH agrees that the student enrolling in YunTech according to Clause 2.1:

- (a) pays PNK the tuition for enrolment in PNK Course and YunTech the tuition for enrolment in YunTech Course;
- (b) For 2020 enrolment, students shall pay NT\$ 42,000 per semester of academic year as tuition fee. According to tuition standard by Ministry of Education (Taiwan), the tuition for the year after 2020 is expected to follow the new standard by Ministry of Education (Taiwan). YunTech could offer tuition fee discount to selected students by the department at YunTech.
- (c) shall pay tuition and dormitory fees based on the standard each year at YunTech;
- (d) shall pay living expenses, all transportation costs, books and supplies, health and student insurances, and personal and incidental expenses;
- (e) must carry medical health insurance that meets the requirements of YunTech. Neither institution will incur liability for illness, injury, financial loss or death of a student at YunTech. Both institutions will ensure that students sign liability waivers absolving both institutions of liability;
- (f) has satisfied both PNK's and YunTech's entrance criteria for enrolment of students in the Academic Program;
- (g) will be assessed as having satisfactorily completed the requirements of YunTech Course; and
- (h) will be assessed as having satisfied all requirements set by the Ministry of Education, R.O.C. toward a bachelor degree.

It will grant that student a Bachelor Degree for the Courses completed by that student.

3. Teaching Personnel and Provision of Know-How

3.1 PNK and YunTech agree to provide the Academic Program with teaching personnel, Know-How and, in particular, the Courses.

3.2 PNK and YunTech agree that each party will bear the costs of its staff in accordance with Clause 3.1.

4. Minimum Number of Students

The minimum number of enrolment each year is based on the negotiation between PNK and YunTech.

5. Obligations of PNK and YUNTECH

5.1 PNK agrees that it will:

- (a) undertake all administration in respect of the delivery of PNK Course to students, including, without limitation, the enrolment of students, the maintenance of enrolment and academic records, the preparation of timetables and the scheduling of teaching staff for the PNK Course;
- (b) provide all the necessary classroom, computing and library facilities required for the PNK Course, together with any other necessary requirements for the proper delivery of the PNK Course to students enrolled in the Course, and ensure that those facilities meet standards normally provided in Indonesia for international Academic Programs;
- (c) jointly market and promote the Courses and the Academic Program with YunTech throughout the Socialist Republic of Indonesia;
- (d) keep accurate and properly secured records of Promotion Cost paid, academic records in respect of students who are enrolled in the Courses;
- (e) prepare documents listed below:
 - An official recommendation letter with a name list of recommended students.
 - Official transcripts in English (one for each individual student) with PNK stamps on them and notarized by Taiwan's Missions in Indonesia.
 - Official financial statements in English (one for each individual student) approved by domestic or international bank.
 - Certificate of English language proficiency. A TOEFL score of 450 or TOEIC score of 500 is required.
 - Health certificate.

PNK will responsible to forward all required documentation to YunTech before 31 May to comply with the application procedures. YunTech will notify the result and send Admission Letters by 31 August;

- (f) accord with Clause 5.1(e), students recommended by PNK should have a good knowledge of English measured by TOFEL or TOEIC as required by the YunTech. A TOEFL score of 450 or TOEIC score of 500 is required. Upon registration, students whose English proficiency does not reach the required level, YunTech will provide them any required language training classes at students' own expense;

5.2 YUNTECH agrees that it will:

- (a) undertake all administration in respect of the delivery of the YunTech Course to students, including, without limitation, the enrolment of students, the maintenance of enrolment and academic records, the preparation of timetables and the scheduling of teaching staff for the YunTech Course;
- (b) provide all the necessary classroom, computing and library facilities required for the YunTech Course, together with any other necessary requirements for the proper delivery of the YunTech Course to students enrolled in the Courses, and ensure that those facilities meet standards normally provided in Taiwan for international Academic Programs;

(c) jointly market and promote the Courses and the Academic Program with PNK throughout the Socialist Republic of Indonesia.

(d) admit students recommended by PNK shall normally be accepted by YunTech. But YunTech reserves the right to decline the admission of any student with explanation provided;

5.3 PNK and YunTech agree that each party will share Promotion Cost (agreed upon by both parties in advance) with the percentage of 50%, but both parties may not make any promises, representations or undertakings in relation to:

(a) the approval of the Courses or the Academic Program by any third party

(b) any intention, policy or proposal;

(c) the effect of the conferment of the Bachelor Degree on a student may have on his or her employment prospects;

unless it is expressly authorised to do so, or unless such promises, representations or undertakings are contained expressly in materials published by PNK and YunTech.

6. Promotion of the Academic Program

6.1 PNK must not publish and/or distribute in the Socialist Republic of Indonesia any promotional material in relation to the Courses, the Academic Program or YunTech unless and until it had submitted that material to YunTech and YunTech has given written or verbal approval of that promotional material;

6.2 YunTech will not make any promises, representations or undertakings in relation to PNK unless it is expressly authorised to do so or unless such promises, representations or undertakings are contained in this Agreement;

6.3 YunTech and PNK will indemnify each other from and against any and all claims against the other resulting from publication by a party of promotional material relating to that party that has not been authorised or approved in writing by the other party.

7. Review of Operations

YunTech and PNK will each prepare an annual report of internal operations – academic, administrative and physical – reviewing strengths and areas for improvement, for each other's perusal. Agreed upon by both parties in advance, each institution, at its own expense, will be free to attend the other's program courses and facilities.

8. Legal

8.1 PNK hereby undertakes that it will comply with the applicable laws of the Socialist Republic of Indonesia in its activities in offering and delivering the Academic Program in there.

8.2 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without

invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

- 8.3 As pertaining to regularly enrolled students at YunTech, all admitted students shall be subject to the same university regulations regarding their performance and have the same right including the application of scholarship.

9. Confidentiality

No party hereto shall at any time from the date of this Agreement disclose or reveal to any third party whatsoever any information which is marked or known to be confidential or trade secret other than to its officers, employees or advisers to whom in the reasonable opinion of the disclosing party it shall be absolutely necessary to make such disclosure for the purposes of this Agreement, provided that the disclosing party shall procure that such persons shall themselves refrain from disclosing or revealing to any other party such information or secret.

10. Arbitration

In the event of any disagreement between both parties concerning this agreement, the parties will endeavour to resolve the dispute by negotiations between representatives of PNK and YunTech.

11. Governing Law and Jurisdiction

11.1 This Agreement is governed by and construed in accordance with the laws in effect from time to time in Taiwan and Indonesia.

11.2 Each of the parties may submit any actions or proceedings arising out of or relating to this Agreement to the non-exclusive jurisdiction either of the Indonesians or Taiwanese courts.

12. Term

This Agreement is effective as of the date of signing and shall be valid for YunTech Course starting from 2020, renewable for periods by mutual agreement, or interrupted by request of one of the two institutions with advanced warning of six months written notice.

EXECUTED as an Agreement.

Chang, Shang-Jye

Associate Prof. Shang-Jye Chang
Head of Department
Department of Mechanical Engineering
National Yunlin University of
Science and Technology

Date: 27.08.2019

Witness

Tseng, Shi-Chang

Prof. Shi-Chang Tseng
Dean
Office of International Affairs
National Yunlin University of
Science and Technology

Date:

Nonce Farida Tuati

Nonce Farida Tuati, SE., M.Si.
Director
Politeknik Negeri Kupang

Date:

Witness

Pieter Daud Samadara

Pieter Daud Samadara, SE., MM.
Vice Director for Partnership
Politeknik Negeri Kupang

Date: 12 september 2019