



**NANYANG  
TECHNOLOGICAL  
UNIVERSITY**  
SINGAPORE



College of Science of  
Nanyang Technological University, Singapore

and

College of Medicine of  
China Medical University, Taiwan

## MEMORANDUM OF AGREEMENT STUDENT EXCHANGE PROGRAMME

This Memorandum of Agreement (the "Memorandum") documents the agreement between the **Nanyang Technological University, Singapore** ("NTU") and the **China Medical University, Taiwan** ("CMU") concerning the exchange of undergraduate and postgraduate students between the two Institutions (hereafter referred to as the "Programme").

The Programme seeks to broaden the scope of the academic curriculum and to provide a unique learning experience for students in an overseas environment, as well as to promote co-operation between the two Institutions.

The parties agree on the terms/matters stated hereunder:-

### 1. Interpretation

1.1 The "Exchange Period" is defined as either one, or two consecutive academic semesters, or one or more summer session(s) or such equivalent period, but no longer than two academic semesters, or such equivalent period, in which the student is attached.

1.2 The "Exchange Student" is one who participates in the Programme between the Institutions.

1.3 The "Home Institution" is the Institution in which the student is originally enrolled. The "Host Institution" is the Institution to which the Exchange Student is attached for the duration of the Exchange Period.

1.4 For the purpose of accounting, one "Unit of Exchange" is defined as one student attending part of, or an entire semester (or such equivalent period); in the case of attending summer session, two summer units (one student attending one summer session will be regarded as one summer unit) will be equal to one normal "Unit of Exchange" hereunder.

## 2. Student Exchange

2.1 The Programme is founded on reciprocity, with the intention of achieving an equal number of Units of Exchange each way over a mutually agreed period of time.

2.2 Two students in attendance for one semester each will be counted as the equivalent of one student for two semesters. In both cases, two Units of Exchange will have been achieved.

2.3 A maximum of **six (6)** Units of Exchange each way per academic year will initially be arranged. However, the Programme is founded on a reciprocity basis, with the intention of exchanging an equal number of students; so, the Units of Exchange may be reviewed at anytime if it exceeds **six (6)**.

2.4 While there is mutual agreement between the two Institutions, the exchange as provided by the terms of this Memorandum may take a form other than academic studies, such as research attachments. The Institutions agree that such attachments and visits will be included in the accounting of Units of Exchange, using a mutually agreed basis of inputting Exchange Units to these activities.

2.5 There is no obligation on either Institution to nominate students for the Programme or to accept any students nominated.

2.6 Exchange Students will continue to be treated as candidates eligible for degrees in their Home Institution, and will not be considered as candidates eligible for degrees in the Host Institution.

2.7 Exchange Students during the Exchange Periods will be subjected to the academic rules, disciplines and applicable policies (including any intellectual property (IP) policy) of the Host Institution. The Host Institution shall inform Exchange Students about its IP policy, where such students participate in research or other activities in which there is the creation of intellectual property.

2.8 The Host Institution shall be entitled to terminate the Programme with respect to any particular Exchange Student by notice in writing to the Home Institution in the event that the Exchange Student commits any breach of

- (i) the rules and policies of the Host Institution which are of sufficient gravity (in the sole discretion of the Host Institution) to warrant expulsion if committed by the normal matriculated students in the Host Institution; or
- (ii) the laws of the host country.

In the event of such termination, both Institutions shall assist each other in the repatriation of the Exchange Student.

2.9 The Home Institution will be responsible for screening and selecting students for this Programme, subject to acceptance by the Host Institution. Students must be in good standing at the Home Institution, meet the academic entry requirements of the Host Institution, and be proficient in the language of instruction at the Host Institution to qualify for nomination.

2.10 The Host Institution will make reasonable effort to assist the Exchange Student to obtain housing and with other matters of hospitality and orientation, but is not obliged to provide housing or financial assistance of any kind whatsoever.

2.11 Exchange Students shall be responsible for obtaining their own visas and completing the required immigration formalities, and for obtaining the travel and other related documents needed to pursue their studies at the Host Institution.

2.12 The obligations of the two Institutions under this Memorandum are limited to Exchange Students only, and do not extend to their spouses and dependents if any.

2.13 No monies or monetary consideration will be exchanged between the two Institutions in relation to the Programme, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the Programme.

2.14 If an Exchange Student voluntarily withdraws before the end of the course or the Exchange Period, he or she will still be considered as having completed the relevant Units of Exchange for the purpose of accounting under the Programme. The parties agree that there will therefore be no replacement for such Exchange Student.

### **3. Student Enrolment, Attendance and Assessment**

3.1 Certain programmes may be excluded from the exchange programme and the Host Institution reserves the right to exclude Exchange Students from restricted enrolment programmes. For admission to programmes or courses other than such restricted programmes, Exchange Students will be subject to the admission requirements, scheduling and capacity constraints of the Host Institution.

3.2 Full time participation at these courses by the Exchange Students is required. "Full time" will take such definition as required by the Host Institution.

3.3 Exchange Students must complete all examinations and assessment associated with any course units/modules for which they register regardless as to whether those courses are required for transfer of credit to their Home Institution.

3.4 Exchange Students will obtain credits for the courses in accordance with the regulations of the Home Institution. Official transcripts for each student will be sent directly to the Home Institution at the end of the Exchange Period. Responsibility for the transfer of Host Institution credit rests with the Home Institution.

### **4. Fees and Other Expenses**

4.1 Exchange Students will pay tuition and other fees at their Home Institution during the Exchange Period. They will also pay for all personal expenses incurred at the Host Institution, including visa, housing, travel, meals, health insurance, books and stationery required. They will be exempted only from tuition fees at the Host Institution.

4.2 The use of non-academic or non-obligatory facilities, services and functions at the Host Institution may require the payment of fees by the Exchange Student. Exchange Students may be required to pay additional fees at the Host Institution where they enrol in a course unit that involves the use of specific material, this includes, but is not limited to, laboratory fees, and fieldwork courses. Where these additional fees are applicable, Exchange Students will be required to pay these directly to the relevant Faculty/College.

## **5. Term and Termination**

5.1 This Memorandum shall commence from the latest date by which both parties have signed this Memorandum for an initial period of five (5) years ("Initial Term").

5.2 This Memorandum will automatically renew for one successive period equal to the Initial Term, unless either party gives the other at least thirty (30) days' written notice of termination before the expiry of the Initial Term.

5.3 Either party shall be entitled at any time at its absolute discretion to terminate this Memorandum by giving at least six (6) months' prior written notice to the other party. Such termination shall not affect any Exchange Students that the parties have agreed to host, prior to the effective date of the termination, even if the Exchange Period falls after the date of termination.

5.4 Each party shall ensure that adequate arrangements have been made to fulfil all commitments to the Exchange Students before this Memorandum is terminated.

## **6. Data Protection**

6.1 Both Institutions appreciate that they will need to collect from, and disclose to the other Personal Data (as defined below) relating to Exchange Students ("Data Subjects"). Each Institution, being both a provider ("Disclosing Party") and a recipient ("Receiving Party") of Personal Data under this Memorandum, agrees to take reasonable steps to assist the other Institution to ensure that the relevant data protection laws of each Institution are complied with when so advised by the other. In this respect, both Institutions agree that:

- (i) The Disclosing Party will:
  - a. Prior to disclosing any Personal Data to the Receiving Party, obtain consent from the Data Subject to permit the Receiving Party to collect, use, disclose the Data Subject's Personal Data for the purposes of the Exchange Programme.
- (ii) The Receiving Party will:
  - a. Use the Personal Data solely for the purposes for which the Disclosing Party disclosed the Personal Data;
  - b. Cease use of the Personal Data if the Data Subject withdraws the Data Subject's consent except where the relevant laws of the Disclosing Party permits the use;
  - c. Employ reasonable efforts to ensure that the Personal Data that it processes are accurate and complete;
  - d. Take appropriate technical and organisational measures to protect Personal Data;

- e. Not retain Personal Data for any longer than is necessary for business or legal purposes; and
- f. Not disclose or transfer any Personal Data received from the Disclosing Party to a third party without similar data protection terms and conditions as in this Memorandum.

6.2 The provisions of this clause shall apply during the continuance of this Memorandum and indefinitely after its expiry or termination.

6.3 For the purposes of this clause "Personal Data" shall mean; data whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which either of the Institutions has or is likely to have access.

## **7. Marketing and publicity**

7.1 A campaign of marketing and publicity is to be agreed separately.

7.2 Subject to anything separately agreed under clause 7.1, the Programme will be advertised on both parties' websites and both parties' logos will appear on all publicity materials relating to the Programme, in such manner as is agreed.

## **8. Proper Law**

8.1 Any dispute regarding the terms of this Memorandum will be construed accordingly to the Laws of the country in which the Exchange Student is attached for the Exchange Period, i.e. the Host Institution, unless otherwise agreed in writing by the parties.

8.2 Contentious issues that may arise regarding the interpretation and application of/ or in connection with this Memorandum shall be first settled by the parties by mutual agreement and failing that, by the courts of the country in which the defending party is located.

## **9. Force Majeure**

9.1 Neither party shall be liable for any delay in performing or failure to perform, its obligations under the Memorandum if such delay or failure arises from a Force Majeure Event (as defined below). If a delay is caused, the affected party shall be entitled to a reasonable extension of time for performing its obligations. If the period of delay or non-performance continues for sixty (60) days, the affected party may terminate the Memorandum by giving thirty (30) days' written notice to other party which shall take effect only if circumstance delaying or preventing performance exist at the expiry of that notice period. **Force Majeure Event** is defined as any circumstance beyond a party's reasonable control and including but not limited to acts of God, industrial action, civil unrest, act of government, epidemic, quarantine restrictions, change in law, war or threats of war, terrorism or embargo.

**10. Variation and Modification**

10.1 This Memorandum may be varied or modified by agreement in writing and signed by the two parties.

**11. Contacts**

11.1 Details of each party's contacts for the Programme are set out at Annexure 1 of this Memorandum.

**Nanyang Technological University, Singapore**

**China Medical University, Taiwan**



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Prof TAN Ooi Kiang  
Deputy Provost (Education)  
Date: 19/11/2024

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Prof Liang-Yo YANG  
Dean of Global Affairs  
Date: 21/11/2024

## Annexure 1

### Student Exchange Programme Contacts

	<b>Nanyang Technological University</b>	<b>China Medical University</b>
Exchange Programme Management	<p>Ms. Pauline Ho Deputy Director Office of Global Education &amp; Mobility Nanyang Technological University 42 Nanyang Avenue Student Services Centre, Level 1 Singapore 639815</p> <p>Tel : +65 6790 5088 Fax : +65 6792 6911 Email : <a href="mailto:GEM-Partnership@ntu.edu.sg">GEM-Partnership@ntu.edu.sg</a> HTML : <a href="https://www.ntu.edu.sg/education/student-exchanges">https://www.ntu.edu.sg/education/student-exchanges</a></p>	<p>Professor Chingju Lin Associate Dean Office of Global Affairs China Medical University 100 Sec. 1, Jingmao Road Beitun District, Taichung 406040 TAIWAN</p> <p>Tel : +886-4-22053366 Ext. 1610 Fax : +886-4-22993627 Email : <a href="mailto:clin33@mail.cmu.edu.tw">clin33@mail.cmu.edu.tw</a> HTML :</p>