

SUPPLEMENTAL AGREEMENT #6 TO THE GENERAL AGREEMENT BETWEEN THE UNIVERSITY OF DELAWARE AND NATIONAL CHUNG HSING UNIVERSITY REGARDING COOPERATION IN THE FIELD OF ENGINEERING

WHEREAS, the University of Delaware (UD) and National Chung Hsing University (NCHU) (hereinafter referred to as "the partner universities") have entered into a General Agreement on August 25th, 2006 regarding the establishment of further linkages and collaborative activities

WHEREAS, the General Agreement envisions cooperation in the areas of teaching, research, consultations, and faculty or student exchanges;

WHEREAS, the General Agreement requires departments or units of both parties to negotiate clarifying Supplemental Agreements for specific cooperative activities;

THIS SUPPLEMENTAL AGREEMENT, effective on the date of the last signing is made and entered into by the Department of Civil and Environmental Engineering, UD, and the Department of Soil and Environmental Sciences, NCHU.

ARTICLE 1: PURPOSE

1.1 The purpose of this Supplemental Agreement is to describe the specific terms and conditions agreed to by the UD Department of Civil and Environmental Engineering and the NCHU Department of Soil and Environmental Sciences (hereinafter referred to as "the partner units") regarding a dual degree Ph.D. program in environmental engineering (hereinafter referred to as "the program").

ARTICLE 2: DUAL PH.D. DEGREES IN ENVIRONMENTAL ENGINEERING

2.1 The two universities consider as equivalent, the Ph.D. in Soil and Environmental Sciences from NCHU and the Ph.D. in Environmental Engineering from UD. Students must meet all admissions criteria as published by the respective Universities. In addition, students participating in the program must have a Master's degree in Environmental Engineering or a closely related field. The equivalence of degree work at the partner universities is based on acceptance of the equivalence of courses taken at the host university by the home university; and acceptance by the host university of the equivalence of courses taken at the student's home university. Each university shall accept completed course units from the other institution towards general graduation requirements.

ARTICLE 3: PROGRAM REQUIREMENTS

- 3.1 Students must meet all of the requirements for the Ph.D. in Soil and Environmental Sciences from NCHU, as set forth in the “Doctoral Program Regulations” and “Doctorate Candidacy Evaluation Policies” as well as UD requirements as set forth in the Department of Civil and Environmental Engineering’s “Graduate Program Policies and Requirements.”
- 3.2 Students must be assigned an advisor from the Department of Soil and Environmental Sciences at NCHU and the Department of Civil and Environmental Engineering at UD, both of which must be included in the student’s Doctoral Committee.
- 3.3 Students must pass the following exams/procedures from either the Department of Soil and Environmental Sciences at NCHU or the Department of Civil and Environmental Engineering at UD:
 - i. Ph.D. qualifying exam
 - ii. Ph.D. dissertation proposal
 - iii. Ph.D. dissertation defense
- 3.3 The Ph.D. dissertation proposal must be approved by all members of the dissertation committee. An official statement must be reported to the partner department after the student has passed each of the above procedures.
- 3.4 The Ph.D. dissertation committee must include at least two members from the home university. At least one of these members must be present at the dissertation defense.
- 3.5 The Ph.D. dissertation should be completed in English with the abstract written in both Chinese and English. For the NCHU Ph.D. degree, students must have the whole or part of the dissertation transferred to an article accepted by a journal listed in the Science Citation Index (SCI) or the Social Sciences Citation Index (SSCI) before the student can take his/her dissertation defense.

ARTICLE 4: PROGRAM COORDINATORS

- 4.1 The parties will each designate a faculty member to be in charge of the program. The program coordinators are responsible for the organization and scheduling of all aspects of the program. Their duties include the selection of courses that are appropriate for each student participating in the program, advisement of students, and the timely transmittal of grades to the home Institution. The validation of these grades and the awarding of degrees is the responsibility of each partner institution for their respective degrees. The UD coordinator is also expected to liaise with the Office of Graduate and Professional Studies, the Office for International Students & Scholars, and the Institute for Global Studies. For issues specific to the graduate program, the UD coordinator will consult with the Office of Graduate and Professional Education. In order to ensure timely admission to the host institution, the coordinators agree to be in contact with one another by October 1 and April 1 regarding the number of students to enroll in the program for the following

semester. As of the signing of this Supplemental Agreement, the program coordinators are:

For UD Department of Civil and Environmental Engineering:

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ARTICLE 5: TUITION AND FEES

- 5.1 Students participating in the program are registered as full-time degree-seeking students and pay tuition, fees, health insurance, books, living and travel expenses, and all other costs to the host Institution during the period when they are registered for courses at the host Institution.

ARTICLE 6: VALIDATION OF COURSES TAKEN AT THE HOST INSTITUTION

- 6.1 Without exception, the course requirements for each student are to be determined in advance of that student's stay at the host institution by the program coordinators, with the agreement of their respective unit heads. For each individual student, the specific requirements are to be delineated in a program of study prior to the student's departure. A copy of the program of study shall be provided to the student. Any modifications to the program of study must be agreed to by the program coordinators and the student notified in a timely manner. The originals, including any modifications, are to be kept by the program coordinators for reference.

ARTICLE 7: ACADEMIC EVALUATION

- 7.1 Each institution shall be governed by its own laws, policies, and procedures governing the award of grades and degrees, academic progress, conduct, discipline, and other academic-related and student-related subjects.

ARTICLE 8: THE WELCOMING AND HOUSING OF STUDENTS

- 8.1 The partner units and respective program directors will make every effort to find housing for the visiting students, but the students are ultimately

responsible for the arrangements and costs of their stay at the host university. As per the governing General Agreement, neither institution is obligated to undertake any additional financial obligations as a result of this Supplemental Agreement between the partner units.

- 8.2 Except in the case of a special additional arrangement between the two partner units at the time of the writing of a student's program of study, the cost of any intensive language courses in the host country's language will be the responsibility of the student in question. There are no special scholarships or fellowships to cover the cost of these courses.

ARTICLE 9: INDEMNIFICATION

- 9.1 Both parties shall defend, indemnify and hold harmless the other party, and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Supplemental Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the other party, its officers, subcontractors, assignees, appointees, agents, or employees.


ARTICLE 10: VALIDITY AND TERMINATION

- 10.1 This Supplemental Agreement will come into effect on the date of the last signature and shall be considered to be in force and valid for a period of sixty (60) months. It shall be renewed for subsequent sixty (60) month terms with the mutual consent of both parties. The Supplemental Agreement may be terminated by either or both parties in written notice no less than ninety (90) days prior to the termination date, or if the governing General Agreement is terminated. Either party may terminate this Agreement.
- 10.2 Such a request for termination shall not prevent the continuation of activities already underway. Students already participating in the program shall be allowed to complete the program under the terms and conditions of this Supplemental Agreement.

IN WITNESS THEREOF, the parties through duly authorized officials do execute this Supplemental Agreement.

UNIVERSITY OF DELAWARE

National Chung Hsing University


By: 
Babatunde A. Ogunnaike
Dean, College of Engineering

By: 
Su-Chin Chen
Dean, College of Agriculture
and Natural Resources ✓

Date: 3/16/2017.

Date: 1/3/2017

By: 
Harry W. Shenton III
Chair, Department of Civil and
Environmental Engineering

By: 
Yuh Ming Huang
Chair, Department of Soil
and Environmental Sciences

Date: 3/7/17

Date: 1/3/2017