

**AGREEMENT FOR DUAL DEGREE
1+1 MASTER PROGRAM OF MANAGEMENT
BETWEEN
NATIONAL YUNLIN UNIVERSITY OF SCIENCE AND TECHNOLOGY (TAIWAN, R.O.C.)
AND
INSTITUT TEKNOLOGI SEPULUH NOPEMBER (INDONESIA)**

THIS AGREEMENT is made this day of 6th January 2020

BETWEEN:

**DEPARTMENT OF TECHNOLOGY MANAGEMENT
INSTITUT TEKNOLOGI SEPULUH NOPEMBER** at
Jl. Raya ITS, Keputih, Kec. Sukolilo, Kota SBY, Jawa Timur 60111
hereinafter referred to as **ITS**

AND

**DEPARTMENT OF BUSINESS ADMINISTRATION
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 1+1 Master Program of Management which will be delivered in Indonesia and Taiwan with two groups of courses:

- The first year in Indonesia at the premises of ITS, hereinafter referred to as ITS Course.
- The second year 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: ITS Course + YunTech Course Requirement and Arrangement

2. Delivery of Academic Program

- 2.1 The parties agree that ITS in conjunction with YunTech will enrol students in the Academic Program and will:
- (a) deliver lectures to those students;
 - (b) conduct examinations of those students in each of the Courses with the assistance of each party.
- 2.2 Student Responsibilities and Expectations of the students enrolling in ITS and YunTech according to Clause 2.1:
- (a) Financial responsibilities.

Students participating in the program pay ITS the tuition for enrolment in ITS Course and YunTech the tuition for enrolment in YunTech Course. The students are responsible for all costs not covered by the institutions. Neither ITS nor YunTech will be responsible for the costs of textbooks, equipment, travel, transportation or other personal expenses. ITS and YunTech will inform students, at the time of their enrolments, of the approximate costs that they will be responsible for studying at the two institutions. Enrolled students are eligible for applying the financial assistance provided by ITS and YunTech.

 - i. YunTech provides students one of the following financial assistances based on each applying student's academic performance. The financial assistance period is up to 1 year for students participating in the program.
 - Full scholarship: full tuition waive plus up to NT\$ 10,000 scholarship per month.
 - Partial scholarship: full tuition waive plus up to NT\$ 6,000 scholarship per month.
 - Tuition waive: there are implementation modalities: Full tuition waive, Half tuition waive, Quarter tuition waive.
 - ii. ITS may provide scholarship scheme on competitive basis in various form.
 - (b) Academic performance.

Students participating in the Program are subject to the same regulations and performance standards as regular students. ITS and YunTech reserve the right to require the withdrawal of any student whose academic standing or conduct warrants such action, after consultation with both institutions.
 - (c) Student conduct.

While participating in the Program, students will be responsible for attending all classes and abiding by the student conduct policies of ITS and YunTech. Failure to abide by these policies may result in disciplinary measures and, if necessary, suspension from the Program.
 - (d) Health insurance and medical expenses.

Each student participating in the Program must carry medical health insurance that meets the requirements of ITS and YunTech. Neither institution will incur liability for illness, injury, financial loss or death of a student at ITS or YunTech. Both institutions will ensure that students sign liability waivers absolving both institutions of liability.
 - (e) Curriculum fulfilment.

Students participating in the Program will be assessed as having satisfactorily completed the requirements of ITS Course and YunTech Course; and will be assessed as having satisfied all requirements set by the Ministry of Education

Indonesia and Ministry of Education, R.O.C. respectively toward a master degree. The student will then be granted a Master Degree for the Courses completed in ITS and YunTech.

3. Teaching Personnel and Provision of Know-How

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

5. Obligations of ITS and YunTech

5.1 ITS agrees that it will:

- (a) undertake all administration in respect of the delivery of ITS 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 ITS Course;
- (b) provide all the necessary classroom, computing and library facilities required for the ITS Course, together with any other necessary requirements for the proper delivery of the ITS 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 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 ITS 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.

ITS will responsible to forward all required documentation to YunTech between April 1st and May 6^h to comply with the application procedures. YunTech will notify the result and send Admission Letters by June 10th for the Fall semester.

- (f) accord with Clause 5.1(e), students recommended by ITS should have a good knowledge of English measured by TOFEL or TOEIC as required by the YunTech. A TOEFL score of 470 or TOEIC score of 700 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 ITS and YunTech agree that both institutions will:

- (a) undertake all administration in respect of the delivery of the Courses to students, including the enrolment of students, the maintenance of enrolment and academic records, the preparation of timetables and the scheduling of teaching staff for the Courses;
- (b) provide all the necessary classroom, computing and library facilities required for the Courses, together with any other necessary requirements for the proper delivery of the Courses to students enrolled in the Courses, and ensure that those facilities meet standards normally provided in Taiwan and Indonesia for international Academic Programs;
- (c) jointly market and promote the Courses and the Academic Program;
- (d) normally accept students recommended by the other institution (YunTech and ITS respectively). But both institutions reserve the right to decline the admission of any student with explanation provided.

5.3 ITS and YunTech agree that both institutions 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 Master 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 ITS and YunTech.

6. Promotion of the Academic Program

- 6.1 Any institution (ITS or YunTech) can not publish and/or distribute any promotional material in relation to the Institutions, Courses or the Academic Program without the written or verbal approval of that promotional material from the other institution (YunTech or ITS);
- 6.2 Any institution (ITS or YunTech) will not make any promises, representations or undertakings in relation to the other institution (YunTech or ITS) unless it is expressly authorised to do so or unless such promises, representations or undertakings are contained in this Agreement;

7. Review of Operations

ITS and YunTech 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 ITS and YunTech hereby undertake that each institution will comply with the applicable laws of its own country (Republic of Indonesia and Taiwan ROC respectively) in its activities in offering and delivering the Academic Program.
- 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 both institutions, 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 ITS 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 ITS, renewable for periods by mutual agreement, or interrupted by request of one of the two institutions with advanced warning of six months written notice.

Appendix: Course Requirement and Arrangement


Total credits: 48

Thesis: 6 credits (double credit by ITS and YunTech). Thesis will be written in English and jointly advised by ITS and YunTech.

Lecture Courses: 42 credits (18 credits at ITS; 24 credits at YunTech)

Year 1: Courses 18 credits at ITS campus			
First semester		Second semester	
Courses	Credits	Courses	Credits
Business Statistics	2	Reliability and Quality Management	3
Information Systems and Technology	2	Logistics and Supply Chain Management	2
Decision Analysis and Systems	2	Marketing Management	2
Financial Management	2		
Operations Management	3		
Year 2: Courses 24 credits at YunTech campus (Required courses: 15 credits; Elective courses: 9 credits)			
First semester		Second semester	
Required Courses	Credits	Required Courses	Credits
Research Method	3	International Strategic Management	3
International Business Management	3	Harvard Case Study in International Management	3
Cross Culture & Organizational Management	3		
Elective Courses	Credits	Elective Courses	Credits
Innovation and Entrepreneurship	3	International Conflict Management & Negotiation Strategy	3
Emerging Market	3		
International Human Resource Management	3		

EXECUTED as an Agreement.


Associate Prof. Bang-Ning Hwang
Head of Department
Department of Business
Administration
National Yunlin University of
Science and Technology


Date: 06 JAN 2020

Witness


Prof. Jao-Hong Cheng


Dean
College of Management
National Yunlin University of
Science and Technology

Date: 06 JAN 2020


Prof. Ir. I Nyoman Pujawan., M.Eng.,
Ph.D., CSCP
Department Of Technology
Management
Institute of Technology Sepuluh
Nopember

Date: 06 JAN 2020

Witness


Assoc. Prof. Imam Baihaqi, ST.,
M.Sc., Ph.D

Dean
Faculty of Creative Design and Digital
Business
Institute of Technology Sepuluh
Nopember

Date: 06 JAN 2020