

**Double Doctoral Degree Agreement between
Graduate School of Law, Tohoku University, Japan and
Graduate Institute of East Asian Studies, College of International Affairs,
National Chengchi University, Taiwan**

Preamble

This Agreement sets forth the academic terms and conditions for the implementation of a double doctoral degree programme (hereinafter the “Programme”) between Graduate Institute of East Asian Studies, College of International Affairs, National Chengchi University, a national university duly organised and existing under the laws of Taiwan, having an address at 8th floor, General Building of Colleges (North), No. 64, Sec.2, Zhinan Rd., Wenshan District, 11605 Taipei, Taiwan, R.O.C. (hereinafter NCCU) and Graduate School of Law, Tohoku University, a national university duly organised and existing under the laws of Japan, having an address at 27-1 Kawauchi, Aoba-ku, Sendai 980-8576, JAPAN (hereinafter TU). (NCCU and TU will be referred to collectively as the “Parties” and individually as the “Party”.)

The Programme implemented under this Agreement aims to strengthen the cooperation between NCCU and TU by providing regular students with valuable educational opportunities to obtain doctoral degrees from both Parties.

In furtherance of their mutual interests in the fields of education and research, NCCU and TU hereby agree to the following articles:

Article 1: Aims of the Agreement

This Agreement defines the conditions of NCCU and TU in establishing the Programme. The Programme developed and organised jointly by the Parties leads to two recognised doctoral degrees, one from the student’s home university (hereinafter the “Home University”) and one from the other Party (hereinafter the “Host University”).

Article 2: Award of Degrees

Each Double Degree Student (hereinafter – the “DD Student”) who satisfactorily meets the academic requirements for the award of the degree shall receive a doctoral degree from the Party. The degrees expected to be granted under the Programme by NCCU will be a *Doctor*

of law, and by TU a Doctor of Law.

Article 3: Number of Students

In every academic year, as defined in Article 4, the number of DD students accepted to the Programme at the Host University shall not exceed three (3).

Article 4: Academic Year

Commencement of the academic year is September/February at NCCU and in April/October at TU. Students who intend to obtain a double degree under the Programme shall enrol at NCCU in September/February and TU in April/October respectively.

Article 5: Required Documents and Deadline for Application

1. The deadline for filing the application to NCCU for nomination to study at TU in the coming April is the last day of the first week of June. The evaluation and recommendation by NCCU shall be completed and the result shall be submitted to TU by early August.
2. The deadline for filing the application to NCCU for nomination to study at TU in the coming October is the last day of the first week of December. The evaluation and recommendation by NCCU shall be completed and the result shall be submitted to TU by early January.
3. The deadline for filing the application to TU for nomination to study at NCCU in the coming September is the end of December. The evaluation and recommendation by TU shall be completed and the result shall be submitted to NCCU by early March.
4. The application must include a copy of any relevant application form, a curriculum vitae, a transcript of the student's academic records, a study plan, and a letter of confirmation from the Home University stating that the application has been nominated for the Programme.

Article 6: Selection

1. Students intending to participate in the Programme under this Agreement shall first be nominated by the Home University.
2. The Host University reserves the right of final approval for the acceptance of the evaluated and recommended student(s).

3. The following criteria shall be used in the selection of DD Student:

- Previous academic performance
- Workability of study plan; and
- English proficiency to complete the Programme

4. After the final decision on selection has been made, acceptance letters should be posted by the Host University to the successful student and his/her Home University.

Article 7: Period of Study

1. The DD Student shall spend at least one semester at the Home University before moving to the Host University.

2. In principle, NCCU DD Student who enrolls in September/February and moves to TU in April/October of the following calendar year shall spend one full year (two semesters) at TU. The DD Student shall complete all programme requirements at TU during this period of study and then return to NCCU for thesis submission and examination.

3. In principle, TU DD Student who enrolls in April/October and then moves to NCCU in September shall spend one full year (two semesters) at NCCU and complete all programme requirements at NCCU during this period of study and then return to TU for thesis submission and examination.

4. The maximum length of stay in the Host University is three (3) years.

Article 8: Transcripts Reports and Credits Recognition

1. Each DD Student from NCCU permitted under this programme must earn more than thirty (30) course credits at NCCU, among which up to ten (10) course credits will be recognised as elective courses by TU. Each DD Student from TU permitted under this programme must earn eight (8) course credits for required courses and selectively can earn other course credits from elective courses at TU, among which up to twelve (12) course credits will be recognised by NCCU.

2. The Host University shall communicate to the Home University an academic transcript for each DD Student at the end of each academic semester.

3. Both Parties agree to recognise the credits obtained by the DD Student at the Host

University in the awarding of the degree by the Home University, subject to their respective internal rules and regulations.

Article 9: Thesis and Oral Examination

1. The DD Student shall prepare one doctoral thesis which satisfies the requirements both of the Home University and the Host University.
2. The thesis can be written in Chinese, Japanese or English, provided that the student does not write in his or her native language.
3. The joint oral examination shall be conducted in the way as required by the university where it is taken place.

Article 10: Intellectual Property

The Parties agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further written agreement shall be negotiated in each case in accordance with the intellectual property policies of the two Parties.

Article 11: Fees and Other Rights and Privileges

1. The DD Student will remain enrolled at the Home University and pay tuition and other related fees to the Home University during the term of the study. The Host University shall waive application and examination fees, registration fees and tuition fees for the DD Student.
2. The DD Student will be responsible for travel costs to the Host University and living costs during the stay, including accommodation, books, equipment, consumables, language tuition prior to the commencement of coursework (where necessary), health and travel insurance, student union fees (if applicable) and other personal expenses arising from the Programme.
3. Both Parties shall affirm and agree that the DD Student will be entitled to the same rights and privileges and subject to the same rules, policies, penalties and discipline as other enrolled students at the Host University.

Article 12: Assistance for DD Student

The Host University shall provide the DD Student with necessary support, including visa assistance. The Host University shall assist the students in finding adequate accommodation on or near the campus.

Article 13: Visa

Both Parties will ensure that each DD Student will be responsible for obtaining a proper student visa in a timely manner, although the Host University will directly assist in any visa application. The cost for obtaining the visa shall be borne by the DD Student.

Article 14: General Obligations for DD Student

1. Upon completion of all the required coursework, research project, written thesis, and any other work necessary to satisfy the requirements of the Programme at the Host University, the DD Student must return to his/her Home University.
2. The DD Student will be expected to abide by the laws and customs of the host country.
3. The DD Student will remain enrolled at the Home University and will not be accepted for enrolment as a candidate or student for any other degree than the *Doctor of law* at NCCU and the *Doctor of Law* at TU.

Article 15: Terms of Agreement

1. This Agreement shall come into effect from the date of signature by the representatives of both Parties for an initial period of five (5) years to run the Programme. This Agreement may be extended for further period of five (5) years by mutual consent of the Parties in writing twelve (12) months prior to the termination of initial period.
2. Either Party may terminate this Agreement by written notice given twelve (12) months in advance to the other Party, notwithstanding all commitments already in progress shall be fulfilled.
3. In the event that the "Agreement on Academic Exchange between Tohoku University, Japan and National Chengchi University, Taiwan" expires or is terminated this double degree agreement shall also cease to be valid.
4. Any termination shall not affect any right which either Party has accrued up to and on the termination date. Both Parties will co-ordinate and make arrangements for the DD Student to be able to finish his/her study under the Programme.

Article 16: Notices

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing in English and delivered personally or sent by registered or certified air mail or by courier or fax (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below:

If to NCCU: Graduate Institute of East Asian Studies

College of International Affairs

Attention: Chair

Fax: +886-2-2939-1445

Tel: +886-2-2939-3091 #50801

If to TU: Graduate School of Law

Attention: Dean

Fax: +81-22-795-6249

Tel: +81-22-795-6170

Article 17: Miscellaneous

1. Any other issues arising in this Programme shall be negotiated by the Parties on the basis of the principles set out in this Agreement.
2. Amendments or changes to this Agreement shall be made in writing and signed by the duly authorised representatives of both Parties.
3. This Agreement is written in English in duplicate and both Parties retain one copy each of the authentic text.
4. The Parties understand that the Party's coat of arms, logo and name are valuable intellectual property rights of the concerned Party. The Parties agree that, when one Party intends to use any intellectual property rights of the other Party, a further written agreement shall be negotiated in each case in accordance with the intellectual property policies of the two Parties.

IN WITNESS WHEREOF, the Parties have put their hands on the day and year first above and written

On behalf of Graduate School of Law
Tohoku University

Date May 1, 2020

Yukinori Naruse

Professor Yukinori Naruse
Dean

On behalf of Graduate Institute of
East Asian Studies,
National Cheng-Chi University

Date May 14, 2020

Hsin-Hsien Wang

Professor Hsin-Hsien Wang
Chair