

ACADEMIC PROGRAM AGREEMENT
BETWEEN
THE UNIVERSITY OF CONNECTICUT
SCHOOL OF LAW
AND
NATIONAL CHENGCHI UNIVERSITY
COLLEGE OF LAW

This Academic Program Agreement (“Agreement”) is made by and between the University of Connecticut, a constituent unit of the State of Connecticut system of higher education, having a principal place of business in Storrs, Connecticut, United States of America and having a School of Law located in Hartford, Connecticut, United States of America (“UConn”) and the College of Law, National Chengchi University located in Taipei, Taiwan (“NCCU Law”) (each individually a “Party” and collectively the “Parties”).

BACKGROUND

To enhance the educational curriculum of their respective institutions, UConn and NCCU Law desire to engage in cooperative efforts to affect the academic mobility of faculty, staff and students and to create means by which NCCU Law students can pursue a masters’ degree in law or its equivalent at UConn in accordance with the terms and conditions contained herein. This collaboration will contribute to increased global understanding of the law across jurisdictions and provide opportunities for students and faculty to enhance their understanding of international and comparative law through exchanges and graduate studies at the masters’ level.

TERMS AND CONDITIONS

1. TERM, AMENDMENT AND TERMINATION

- 1.1. **Term:** This Agreement will be in effect for a period of 5 years commencing on the date upon which the Agreement is fully executed by the Parties.
- 1.2. **Renewal:** Prior to the expiration of this Agreement, the Parties may extend this Agreement, expressly and in writing, for successive periods of five years.
- 1.3. **Amendment:** Any modifications to this Agreement may only be made by written amendment between the Parties.
- 1.4. **Termination for Convenience:** Either Party may terminate this Agreement for any reason upon twelve months’ written notice to the other Party in accordance with Section 6 below, provided, however, if an imbalance of participants exists between the Exchange Programs when notice of termination is received, the Party who is at a deficit in hosting participants will continue to receive participants until the imbalance has been resolved.
- 1.5. **Termination for Cause:** Either Party may terminate this Agreement for cause upon 30 days’ written notice to the other Party in accordance with Section 6 below. In the event of such termination, the parties agree that any students currently participating in this Exchange Program will be able to complete their respective academic semester.

2. LLM PATHWAY AND MOBILITY PROGRAMS

- 2.1. The Programs established pursuant to this Agreement will be encouraged providing that no safety, security, export and public health issues are of concern.
- 2.2. UConn and NCCU Law agree to create means by which their respective students can pursue a masters' degree in law or its equivalent at the partner institution in accordance with Attachment 1 hereto ("LLM Pathway Program").
- 2.3. UConn and NCCU Law further agree to encourage the mobility of faculty and staff and the exchange of ideas, documents and materials through a faculty and staff mobility program in accordance with Attachment 2 hereto ("Mobility Program").
- 2.4. References made in this Agreement to the "Programs" shall collectively mean the LLM Pathway Program and the Mobility Program.

3. STUDENT CONDUCT

- 3.1. Participating Students (as defined in the attachments) remain subject to the Home Institution's policies, procedures, rules, regulations or codes of conduct as well as any policies, procedures, rules, regulations or codes of conduct of the Host Institution. Violations of either Party's policies, procedures, rules, regulations or codes of conduct by a Participating Student, regardless of location, may lead to disciplinary action by the Host Institution and/or the Home Institution against a Participating Student.
- 3.2. If the Host Institution becomes aware that a Participating Student is the victim of, or accused of, a crime, violation or alleged violation of any of its policies, procedures, rules, regulations or codes of conduct, the Host Institution shall respond in accordance with the following requirements:
 - (a) Upon becoming aware that a Participating Student is the victim of, or accused of, a crime, violation or alleged violation of any of the policies, procedures, rules, regulations or codes of conduct of the Host Institution, including sexual harassment or assault, the Host Institution shall immediately, in accordance with local laws applicable to each Party, provide sufficient information to the Home Institution regarding or relating to the alleged violation to allow the Home Institution to comply with its applicable laws, policies, procedures, rules or regulations. Such information shall be provided regardless of the Participating Student's request for confidentiality.
 - (b) If a Participating Student is an alleged victim/survivor, the Host Institution must advise him or her of all reporting options, as well as legal, counseling, academic, and medical resources that may be available to him or her. If a Participating Student is the accused, s/he shall receive written notice from the Host Institution of each allegation, a copy of the complaint, if written, and any documents or other materials in support thereof. A copy of the notice, complaint and all other documents and materials will also be provided to the Home Institution to the extent permitted under local law. The accused must also be advised of any resources that may be available.
 - (c) The Host Institution shall promptly, thoroughly, and objectively investigate every complaint involving a Participating Student and afford the Home Institution a reasonable opportunity to have its designated representative(s) present for all proceedings, including interviews and hearings, involving the Participating Student's case to the extent permissible under the Host Institution's policies and procedures. In the event the Home Institution cannot or elects not to be present, the Host Institution will share with the Home Institution any information gathered during the course of its investigation, including, but not limited to, the identity of all witnesses and copies of any recordings, transcripts, and notes.

- (d) In matters involving a Participating Student accused of or alleging sexual harassment or sexual violence, the Home Institution shall also have the right to be privy to, and to participate, through its designated representative, in the Host Institution’s investigation to the extent permissible under the Host Institution’s policies and procedures.
- (e) In addition to the requirements set forth above, in all cases involving allegations or threats of physical violence, intimidation, sexual harassment (including sexual violence, intimate partner violence or stalking), or possible danger to a Participating Student, the Host Institution agrees to exercise reasonable efforts to:
 - 3.2.e.1. Promptly consider any requests by the Participating Student initiating the complaint to change his/her housing, including, but not limited to, dormitories, homes and apartments; and academic assignments which should include any classes and activities connected with the Participating Program;
 - 3.2.e.2. Promptly carry out a risk assessment and take appropriate intermediate action (based on the results of the risk assessment) that may be necessary to protect the victim in the institutional setting, including: separating the accused from the victim by issuing no contact orders, limiting the accused’s access to campus and/or the Participating Program’s activities, or requiring the accused to change housing arrangements pending the outcome of the proceedings;
 - 3.2.e.3. Promptly take steps to prevent retaliation; and
 - 3.2.e.4. Promptly notify the Home Institution of the final disposition of such cases and, upon request, provide copies of all materials relative to the investigation.
- (f) If the accused is found responsible by the Host Institution in any such case, the Host Institution shall take measures which, at the very minimum, keep the accused separated from the victim for the duration of the Participating Program and take all necessary action required to deter any future harassment or retaliation.
- (g) Notwithstanding any of the foregoing, the Home Institution reserves the right to conduct its own investigation. Such an investigation may be conducted by (1) using the information it receives from its participating student and from the Host Institution, (2) de novo or (3) a combination of both. The Home Institution may, upon completion of its own investigation, hold a de novo hearing and implement sanctions in accordance therewith, which sanctions may be in addition to any imposed by the Host Institution.

4. FINANCIAL RELATIONSHIP

Nothing in this Agreement shall be construed as creating any financial relationship between the Parties. Any subsequent agreement as to costs or fees related to the Programs shall be made in writing between the Parties.

5. MISCELLANEOUS

- 5.1. **Use of Name(s), Mark(s) or Logo(s):** Each Party agrees it will not use the other Party’s name(s), mark(s) or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, written, oral, or otherwise, without prior written consent of the other Party. Prior written consent will not be required for use of the other Party’s name in the context of factual or descriptive statements regarding the subject matter of this Agreement.



- 5.2. **Liability:** Neither Party shall be responsible to the other Party for any punitive or special damages, indirect or consequential loss or damages or similar, such as, but not limited to, loss of profit, loss of revenue or loss of contracts.
- 5.3. **Applicable Law:** All programs, research, teaching and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each Party. In the case of UConn, these are the laws, rules, and regulations of UConn, the State of Connecticut and the United States. In the case of NCCU Law, this will be conducted in accordance with the laws, rules, and regulations of Taiwan.
- 5.4. **Family Educational Rights and Privacy Act.** NCCU Law acknowledges that it may be given access to UConn student education records in the course of performing its obligations pursuant to this Agreement. NCCU Law acknowledges that such information is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”) and agrees that it will utilize such information only to perform its obligations under this Agreement and for no other purpose. NCCU Law further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates.
- 5.5. **Export Control.** Notwithstanding anything contained in this Agreement, the Parties are subject to laws and regulations controlling the export of commodities, software, technology and services within their respective countries, including the Export Administration Regulations and the International Traffic in Arms Regulations. Participation hereunder is contingent on compliance with these laws and regulations. The transfer of certain items and information, or the provision of certain services, may require a license from the respective agency of the government and/or written assurances by the collaborating partner(s). While the Parties may endeavor to secure any necessary license, UConn cannot guarantee that such licenses will be granted.
- 5.6. **Assignment and Exclusivity:** This Agreement may not be assigned by either Party without prior written consent of the other Party. This Agreement is entirely non-exclusive and will not preclude either Party from fully engaging in agreements and relationships with other schools and institutions internationally.
- 5.7. **Force Majeure:** If the performance of obligations under this Agreement is rendered impossible or hazardous, or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either Party, then each Party’s obligations to the other under this Agreement shall be excused and neither Party shall have any liability to the other under or in connection with this Agreement.
- 5.8. **Statutory Authority:** UConn is authorized to enter into this Agreement under sections 10a-104 and 10a-108 of the General Statutes of the State of Connecticut as amended to date.
- 5.9. **Insurance:** Each Party agrees to procure and maintain, at its own cost, sufficient insurance coverage, including public liability insurance or equivalent, as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that Party pursuant to this Agreement. Each Party agrees to provide evidence of such insurance to the other Party on that Party’s reasonable request.
- 5.10. **Dispute:** If any disputes arise out of this Agreement, the Parties agree to seek non-litigious means to resolve them. The Parties shall attempt to resolve any dispute through collaboration.

6. NOTICE

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and directed to the contact below with a copy to the Coordinating Representative designated in Section 7 as follows:

<p><u>If to UConn:</u> Contact: Allison Casaly, Ph.D., Manager Global Partnerships and Outreach Address: Global Affairs University of Connecticut 368 Fairfield Way, U-4182 Storrs, CT, USA 06269-4182 United States of America. Email: globalpartnerships@uconn.edu Website: http://partnerships.global.uconn.edu</p>	<p><u>If to NCCU Law:</u> Contact: College of Law Address: College of Law National Chengchi University No. 64, Sec.2, Zhinan Rd., Wenshan Dist., Taipei City, Taiwan Email: yvonne.c@nccu.edu.tw Website: https://www.law.nccu.edu.tw/?locale=en</p>
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7. COORDINATING REPRESENTATIVES

Each Party appoints the following Coordinating Representative to administer and coordinate all aspects of the Programs:

<p><u>UConn:</u> Contact: Director of Graduate Programs and Admissions Address: School of Law University of Connecticut 39 Elizabeth Street, Thomas J. Meskill Law Library Hartford, CT 06105 United States of America Phone: +1 860-570-5172 Email: law.gradprograms@uconn.edu Website: law.uconn.edu</p>	<p><u>NCCU Law:</u> Contact: Prof. Te-Fang Chu, Associate Dean and the Executive Officer of Master of Laws Program for Executives Address: College of Law National Chengchi University No. 64, Sec.2, Zhinan Rd., Wenshan Dist., Taipei City, Taiwan Phone: +886-2-2939-3091 ext. 51505 Email: tfchu@nccu.edu.tw Website: https://www.law.nccu.edu.tw/?locale=en</p>
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8. ENTIRE AGREEMENT

This Agreement and addenda (if any) constitute the entire agreement between the Parties, and supersede all other promises, verbal or written agreements, negotiations, prior understandings or representations of any kind relating to the subject matter of this Agreement that precede the date of this Agreement.

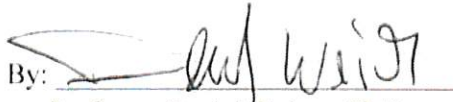
9. POWER TO EXECUTE AND COUNTERPARTS

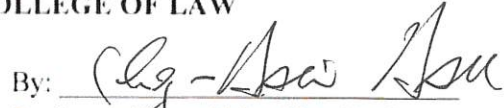
The Parties hereto have caused this Agreement to be executed and the undersigned persons certify that they are duly-authorized to execute on behalf of their institutions as of the dates indicated below. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the dates set forth below.

UNIVERSITY OF CONNECTICUT

NATIONAL CHENGCHI UNIVERSITY
COLLEGE OF LAW

By: 
Professor Daniel Weiner, Ph.D.
Vice President for Global Affairs


By: 
Professor Cheng-Hsien Hsu, Dr. jur.
Dean, College of Law

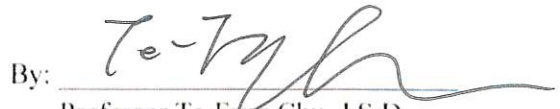
Date: Feb. 3, 2025

Date: Feb, 27, 2025

AND

AND

By: 
Eboni Nelson, J.D.
Dean, School of Law

By: 
Professor Te-Fang Chu, J.S.D.
Associate Dean, College of Law

Date: 1-6-2025

Date: Mar. 11, 2025

ATTACHMENT 1

LLM PATHWAY PROGRAM

1. DEFINITIONS

- 1.1. "Home Institution" is the University where the student is initially matriculated, in this case NCCU Law.
- 1.2. "Host Institution" is the University where the student seeks to undertake studies leading to an LLM or its equivalent under this Agreement, in this case UConn.
- 1.3. "LLM Program" refers to a degree program leading to a master's in law (LLM) or its equivalent at the Host Institution which, according to the normal course of study, can reasonably be completed in one academic year.
- 1.4. "Party" or "Institution" will refer to UConn and NCCU Law individually, and "Parties" or "Institutions" refers to UConn and NCCU Law jointly.
- 1.5. "Participating Student" means a student from the Home Institution enrolled in an LLM Program at the Host Institution.

2. PROGRAM IMPLEMENTATION

- 2.1. The Host Institution will provide the Home Institution with materials relating to any available LLM Programs each academic year, including any applicable rules, regulations and academic policies of the Host Institution, as well as information concerning safety and emergency procedures, emergency phone numbers, and other pertinent information.
- 2.2. Under the LLM Pathway Program, the Home Institution will seek to identify and nominate students who would be exceptional candidates for a LLM Program at the Host Institution. Students must be recent graduates or current students (excluding Master of Laws Program for Executives) of the Home Institution having completed no less than (i) completion of three years of full-time study in his/her undergraduate degree in Law and completion of required courses and required elective courses or (ii) completion of one(1) year of full-time study in his/her LL.M. program in Law; or (iii) completion of one(1) year of full-time study in Graduate Institute of Law and Interdisciplinary Studies. Students pursuing option (i) will be conferred the LL.M. degree only after they have successfully completed all requirements of UConn LL.M. Program and all requirements of his/her undergraduate degree in NCCU Law and conferral of that degree. Students pursuing option (ii and iii) will be conferred the LL.M. degree after they have successfully completed all requirements of UConn's LL.M. Program. If the Home Institution does not choose to make nominations pursuant to this Agreement, its students may still apply directly for admission to an LLM Program at the Host Institution. Such direct applicants may also be considered for a merit scholarship award, but in no case shall an award to a student without nomination exceed 25% of academic fees needed to complete the LLM Program in one academic year.
- 2.3. Selection and Nominations by Home Institution.

- (a) In order to nominate students pursuant to this Agreement, the Home Institution will establish a competitive selection process (“Selection Process”) to identify students who would be exceptional candidates for a Host Institution LLM Program.
- (b) The criteria used in the Selection Process shall include, at a minimum: academic achievement, the overall rigor of the student’s course of study at the Home Institution, command of the language of instruction at the Host Institution, and involvement in extra-curricular and/or professional development activities.
- (c) The Home Institution may impose its own additional criteria consistent with its own internal policies and requirements.
- (d) Students shall not be required to pay a fee to the Home Institution to be considered for a nomination.
- (e) The Home Institution may, at its sole discretion, nominate up to 5 students each academic year. In the event that more than one student is nominated, the Home Institution may rank the nominated students according to their performance in the competitive selection process and communicate that ranking to the Host Institution.
- (f) The Home Institution will complete the Selection Process and nominate students in sufficient time to permit any nominated students to submit a completed application form and/or other documentation as required by the Host Institution.
 - i. Students nominated by the Home Institution must submit a completed application and required documentation by February 15 (to be considered for admission for the subsequent fall semester) or October 15 (to be considered for admission for the subsequent spring semester).

2.4. Admittance of Nominated Students at Host Institution.

- (a) Students nominated for the LLM Pathway Program will be considered for admittance to a Host Institution’s LLM Program as well as for a merit scholarship award which shall not exceed 50% of academic fees needed to complete the LLM Program in one academic year.
- (b) The Host Institution will conduct its own independent evaluation of the nominated student’s application and accompanying documentation to determine both whether to admit the student as well as whether to award a merit scholarship and in what amount.
- (c) Merit scholarships under LLM Pathway Program may be awarded solely on the basis of the individual academic merit of the nominated student; no student may receive a merit scholarship solely by virtue of having been nominated by the Home Institution. The Host Institution shall, however, consider the Home Institution’s nomination (and ranking, if applicable) as factors to be weighed in the determination of the merit-scholarship award for the student, if any.

2.5. Participating Students.

- (a) Students who matriculate in an LLM Program at the Host Institution shall be limited to the study of Law in an available and agreed upon LLM Program. Students who seek to study

subjects other than Law may only do so if such non-Law study is permissible or required under the rules, regulations, or policies governing the LLM program in which the student is enrolled.

- (b) The Host Institution will inform Participating Students of their responsibility to obtain the necessary immunization and health insurance, as required by the Host Institution, prior to departure, which must be valid for the duration of their stay in the country of the Host Institution
 - (c) The Coordinating Representatives of each Party will provide the other with any required information and documentation in a timely fashion, so that all Participating Students can obtain the required visa permits, health insurance coverage and immunizations prior to arrival at the Host Institution.
 - i. Participating Students are responsible for their travel, visa, health insurance, immunizations, books and equipment, transcript fees as well as all associated costs.
 - (d) The Host Institution will make all reasonable efforts to provide Participating Students with access to, or facilitate the acquisition of, safe and clean housing that will allow Participating Students to live in proximity with other students at the Host Institution.
 - i. Participating Students are responsible for securing and paying for their own housing. UConn shall provide students with a list of local rental agencies and publications for available rental properties.
 - (e) The LL.M. Program at UConn requires a minimum of 24 credits for graduation. The maximum of credits transferred for Participating Students pursuing an LL.M. degree may not surpass 2/3 of the credits required for graduation.
 - (f) Upon satisfying all requirements of the LLM Pathway Program, the Host institution will confer the LLM Degree according to the institution’s policies. Participating Students who do not satisfy all requirements nor confer a degree at the Host Institution will be able to obtain academic credit at their Home Institution for course work taken at the Host Institution.
- 2.6. Each Party will allow representatives from the other to visit, monitor, and evaluate the LLM Program as needed.
- 2.7. The Host Institution will make available any co- and extra-curricular activities to the Participating Students as are normally provided to the Host Institution’s students.

3. TUITION/FEES & COSTS

- 3.1. **Tuition and Fees:** Participating Students enrolled in a LLM Program are responsible for any tuition and/or fees related to the LLM Program which exceed any merit scholarship award referred to in Section 2 of this Attachment 1.
- 3.2. **Miscellaneous Costs:** Participating Students may be required to pay fees to the Host Institution for the use of non-academic or non-obligatory facilities, services, and functions on a fee-for-service basis, as

required by the Host Institution's standard procedures. Participating Students are also responsible for all miscellaneous costs, including but not limited to, costs related to housing/accommodations, living, books, equipment, transcript fees and all other miscellaneous expenses during the program.

ATTACHMENT 2

FACULTY & STAFF MOBILITY PROGRAM

1. DEFINITIONS

- 1.1 "Home Institution" is the University from which the faculty and staff are originating.
- 1.2 "Host Institution" is the University to which the faculty and staff are visiting during the mobility period.
- 1.3 "Party" will refer to UConn and NCCU Law individually, and "Parties" refers to UConn and NCCU Law jointly.
- 1.4 "Mobility Program" means an educational program which permits Participating Individuals to temporarily attend the Host Institution for an agreed duration on a reciprocal basis.
- 1.5 "Participating Individuals" mean faculty and staff of the Home Institution approved by the Home Institution to participate in the Mobility Program at the Host Institution.
- 1.6 "Mobility Period" refers to the mutually agreed upon duration of a Participating Individual's attendance at the Host Institution.

2. IMPLEMENTATION

- 2.1 UConn and NCCU Law will name faculty or staff who wish to participate in the Mobility Program. The Parties will select participants and determine the length of each Mobility Period in accordance with the procedures and requirements established by the Parties. The maximum number of Participating Individuals from each institution shall not exceed two (2) per academic year. Each mobility period shall not exceed six months.
- 2.2 Participating Individuals are responsible for all expenses associated with their participation in the Mobility Program, including, but not limited to, travel expenses, visa fees, living expenses, health insurance, and any evacuation and repatriation insurance, unless such expenses are included in applicable grants or a stipend. The Host Institution will provide orientation and assistance in finding transportation, housing, and food.
- 2.3 The number of Participating Individuals will be determined on a case-by-case basis by the Parties, and reasonable efforts will be made to ensure reciprocity and equivalency in both exchange balance and teaching/research/working hours.
- 2.4 Participating Individuals will be governed by the policies, procedure, rules, regulations and customs of both the Host Institution and their Home Institution during the Mobility Period.
- 2.5 Participating Individuals will continue to be remunerated by their Home Institution and will continue to receive all employment benefits associated with their role at their Home Institution. The Participating Individuals will not receive any compensation, employment benefits or otherwise from the Host Institution during the Mobility Period. In no event shall a Participating Individual be considered an employee of the Host Institution.

- 2.6 Any publications resulting from activities performed within the framework of this Mobility Program shall be approved by both Parties prior to release. Publications should state that the work was made possible by virtue of this Agreement. The ownership of intellectual property or research findings will be established according to the regulations of each Party and, if necessary, resolved by subsequent mutual agreement between the Parties. If the intellectual property or research findings are a product of a joint effort, both Parties will acknowledge the rights of the researchers to sign as authors on all documents to which they have a legal right and share ownership.