

Memorandum of Agreement

This Agreement is made between

The University of Manchester (a Royal Charter Corporation RC000797) having a principal office at
John Owens Building, Oxford Road, Manchester, M13 9PL, UK (“UoM”)
and

National Taipei University, 151, University Rd., San Shia District,
New Taipei City, 23741, Taiwan (“NTPU”)

I. INTRODUCTION

1. UoM through its School of Environment, Education and Development (Planning and Environmental Management Discipline) (“SEED”) and NTPU through its Graduate Institute of Urban Planning (“GIUP”) recognising each other as institutions of good standing, agree to establish an arrangement where the completion of a Master of Science in Planning (MSc Planning), Master of Science in Urban Regeneration and Development (MSc Urban Regeneration and Development), Master of Science in Urban Design & International Planning (MSc Urban Design & International Planning), Master of Science in Global Urban Development and Planning (MSc Global Urban Development and Planning), Master of Science in Environmental Impact Assessment and Management (MSc Environmental Impact Assessment and Management), Master of Science in Real Estate Development (MSc Real Estate Development), or Master of Science in Real Estate Asset Management (MSc Real Estate Asset Management) from UoM will be counted towards the credits of students who are undertaking an Master degree in Urban Planning from NTPU (hereinafter referred to as “the Agreement”).
2. This agreement is specifically limited to the Programmes listed. Any further programmes will be subject to a further agreement. The agreement confirms the rights and obligations of both the UoM and NTPU and covers both the relationship of the UoM and NTPU and aspects of the relationship relating to the Programmes in the following areas.

II. ACADEMIC PROGRAMME

3. Students will first be admitted to the Masters programme at NTPU, in accordance with GIUP’s standard admissions criteria. They will undertake one year of full-time study at NTPU. If the student then meets SEED admissions criteria they will be admitted to the MSc Planning, MSc Urban Regeneration and Development, MSc Urban Design and International Planning, MSc Global Urban Development and Planning, MSc Environmental Impact Assessment and Management, MSc Real Estate Development, MSc Real Estate Asset Management programmes at UoM. Students will then follow the standard SEED MSc programme of 12 months full-time study. Students will be required to fulfil all the requirements of the MSc (Planning / Urban Regeneration and Development / Urban Design & International Planning / Global Urban Development and Planning / Environmental Impact Assessment and Management / Real Estate Development / Real Estate Asset Management) programmes (180 credits) including completion of a dissertation.
4. Students who successfully complete the requirements of the programmes at each institution, following a full-time study period of at least two years, will receive a Master’s degree from UoM and from NTPU. Each institution remains free to grant its own awards.

5. Students from NTPU can also undertake part of the UoM's MSc programmes. Students successfully completing 4 modules (60 credits) will receive a Postgraduate Certificate from UoM. Students successfully completing 8 modules (120 credits) will be awarded a Postgraduate Diploma from UoM. These students need to complete the required credits in NTPU to receive a Master's degree from NTPU.

III. RECRUITMENT OF STUDENTS

6. Students participating in the Programme will have an average CGPA of at least 75% and be nominated by GIUP. Decision on admission will be made by UoM based upon UoM admission criteria. The number of students participating in the Programme will be limited to no more than 10 students per year. The standard UoM admission procedure applies including the UoM's minimum English language requirements. The student must have one of the following English language qualifications:
 - a) TOEFL (Internet-based) overall score of 90 or higher, with Writing 22, Speaking 20, Reading 20 and Listening 20
 - b) IELTS overall score of 6.5 or higher, with Writing 6.5 and no section below 6.0
 - c) Pearson PTE Academic UKVI overall score of 59 or higher, with no section below 59
 - d) Cambridge CAE or Cambridge CPE grade C or 176-184 overall

UoM will consider applicants who do not meet these scores, but the applicant may be required to attend a pre-sessional English language course at the UoM.

The UoM reserves the right to make final decisions concerning admissions and recruitment.

7. GIUP will provide SEED with the candidate's academic records from the first year at NTPU at least three months prior to admission to UoM.

IV. FINANCIAL ARRANGEMENTS

8. Students admitted to the UoM MSc programmes under this agreement shall be liable to pay the standard international tuition fee to UoM as per the UoM's registration arrangements. The scale of these fees will be subject to annual review. SEED will offer an amount equal to 10%-15% discount (10% for 1-4 students and 15% for 5-10 students).

V. INTELLECTUAL PROPERTY RIGHTS

9. The establishment of IPR relating to academic content would remain with the Universities responsible for delivery of that module. Where existing copyright material is used, this must be acknowledged. Delivering institutions shall be responsible for obtaining the necessary third party authorisation.
10. All agreements between companies and universities in matters relating to project work must take account of the universities' regulations concerning the availability of a final thesis for examination purposes.
11. Agreements must be drawn up between companies and the Universities in respect of IPR arising from a project. Such agreements would take into account the student, the university and the company itself. Also within the agreement a statement must be made about opportunities for publication arising from the work in the project. Any secrecy clause must not conflict with the regulations of the supervising University.

VI. REGULATORY ARRANGEMENTS AND GENERAL

12. Upon admission to UoM, the candidate will be registered as a full time student of UoM with all relevant rights and responsibilities granted by UoM. They however may also retain their studentship at NTPU in accordance with relevant rules and regulations of NTPU.
13. The candidates shall be responsible for making their own Student Visa applications and travel arrangements, and for the living expenses.
14. A programme coordinator will be nominated by the Head of School at each institution to take responsibilities of administration and periodical evaluation of the programme that may include visits, questionnaires and annual reviews etc. The programme coordinator shall also inform the other institution of any changes in course syllabus [or relevant information where and when appropriate].
15. Both institutions agree that it is in their mutual benefit to resolve differences and disputes amicably. Accordingly, each agrees to liaise with the other's programme coordinator or nominated representatives to discuss and work toward the resolution of any disagreements. If the dispute cannot be resolved in this manner, should the necessity arise, both parties shall negotiate and determine the best course of action in resolving the dispute.
16. Both institutions can use the other's names and logos on publicity materials subject to agreement in advance of publication. All publicity relating to the arrangements under this Agreement must be agreed by both parties.
17. Either party may terminate this Agreement early if the other shall be in material breach of commitments and following written notice of such breach has not remedied the breach within a period of 30 days. Nothing in this paragraph shall affect any student who is admitted by UoM prior to the termination.
18. In recognition of the new Bribery Act that have been implemented within the UK, both parties agree that neither party (including its staff) shall seek or obtain any financial or other advantage relating to student admission on to the Programme where permitted under this Agreement. Both parties will co-operate with steps required by UoM to comply with the Bribery Act.
19. This Agreement represents the entire understanding of the parties relating to the possibility of dual Masters degrees.

VII. CONFIDENTIALTY

20. Except as expressly agreed (including where necessary the agreed provision of information to any third party), all communications between the UoM and NTPU which are marked "In Confidence" and in particular concern business transactions and financial arrangements of UoM and NTPU or are otherwise understood by the parties to be made in confidence shall be kept confidential by the receiving party unless and until they come legitimately into the public domain or are required to be disclosed by law, regulation, order of the English Courts or Act of Parliament.

VIII. LEGAL JURISDICTION

21. NTPU acknowledges that the UoM is subject to all applicable UK legislation including, but not exclusively, the Freedom of Information Act 2000 and the Data Protection Act 1998. In compliance with this legislation the UoM may be required to release information related to this agreement and the programme(s) related to this agreement to a third party.

22. The parties recognise that they may handle personal data as defined under the provisions of the Data Protection Act 1984 as amended by the Data Protection Act 1998 (the Act). Both parties shall comply with their obligations under the scope of the Act and shall at all times notify the other party as soon as it becomes aware of any potential or actual claim, action or proceeding which is brought against the other party as a result of the one party's failure to comply with any of the statutory provisions.
23. In case any dispute shall arise amongst any of the Parties hereto as to the construction of this Agreement or as to any matter of thing of whatsoever nature arising thereunder or in connection therewith, including any question regarding its existence, validation or termination, both party shall use their best effort to promptly and adequately resolve such dispute or difference amicably, failing which, the matter shall be referred to a single arbitrator if the parties agree upon one and otherwise to three arbitrators, one to be appointed by each party and the third to be appointed by the two appointed arbitrators. Such arbitration proceedings shall be conducted in English Language and in accordance with the Arbitration Act 1952 or any statutory modifications or re-enactment thereof for the time being in force. The place of arbitration shall be the Singapore International Arbitration Centre. The Decision of the arbitrator or the majority of arbitrators (as the case maybe) shall be final and binding on the parties hereto.

IX. IMPLEMENTATION DATE

24. This Agreement will run from 1st September 2022 to 31st August 2027 in the first instance and may be extended with the written agreement of the Head of the School of Environment, Education and Development at the UoM and the Director of the Graduate Institute of Urban Planning of NTPU.
25. This Agreement may be terminated by either institution provided that at least 12 months written notice is given.
26. Each party shall bear their own costs in relation to all matters arising out of the Agreement and neither party shall be liable to the other for any costs, claims, damages or expenses of a direct or indirect nature (which shall include but not be limited to all consequential losses, loss of profit and loss of future revenue) which they may incur as a result of this Agreement.

Professor Martin Evans
Head of School
School of Environment, Education and
Development
The University of Manchester, UK

Date

Associate Professor Jung-Ying Chang
Director of Graduate Institute of
Urban Planning
National Taipei University
Taiwan

Jung-Ying Chang

Date 5th July 2022

Professor Keith Brown
Vice President and Dean of Faculty of
Humanities
The University of Manchester, UK

Date

Professor Wen-Chun Chang
Dean of College of Public Affairs
National Taipei University
Taiwan

Wen-Chun Chang

Date July 5th, 2022