

DATED **MAY 2024**

UNIVERSITY OF ESSEX (1)

and

NATIONAL DONG HWA UNIVERSITY (2)

PROGRESSION AGREEMENT

THIS AGREEMENT is made on the Date of Commencement

BETWEEN:

- (1) **UNIVERSITY OF ESSEX**, Wivenhoe Park, Colchester, Essex CO4 3SQ, United Kingdom ("Essex"); and
- (2) **NATIONAL DONG HWA UNIVERSITY**, No. 1, Sec. 2, Da Hsueh Road, Shoufeng, Hualien 97401, Taiwan ("**NDHU**")

WHEREAS

Preamble

This Progression Agreement (this "**Agreement**") is intended to promote co-operation, discussions and positive academic relations between Essex and NDHU to their mutual benefit.

The purpose of this Agreement is to enable Essex and NDHU to pursue the Objectives (specified in **clause 1** below) by undertaking the Tasks (specified in **clause 2** below), all as set out below.

1 Objectives

- 1.1 Essex agrees that students from NDHU who meet the admissions criteria set out in **Schedule 1** may be eligible for admission to degree courses at Essex, subject to the following:

- each applicant from NDHU shall provide written evidence of attainment of their academic qualifications and achievement in an English language test recognised by Essex; and
- in each year of this Agreement Essex reserves the right to limit the number of applications from NDHU, where Essex shall consult with NDHU, in relation to such numbers.

- 1.2 For the avoidance of doubt Essex shall have absolute discretion in respect of the admission of any students and nothing in this Agreement shall bind Essex to admit any student referred to in **clause 1** of this Agreement to any of its degree or other programmes.

2 Tasks for each Party

- 2.1 Each Party agrees to:

- maintain regular and reasonable contact with the other Party, informing the other Party of any proposed relevant changes or developments in relation to this Agreement;
- review this Agreement on an annual basis, providing the other Party with relevant information and statistics in relation to the Objectives as is reasonably requested; and
- nominate a senior member of staff (as specified in **clause 8** below) to be responsible for overseeing the implementation of this Agreement.

- 2.2 NDHU agrees it shall market and promote Essex's courses (outlined in **Schedule 1**) to its own students provided always that such promotional material shall be subject to **clause 6.1**. NDHU

shall provide no fewer than two (2) draft copies of such promotional material to Essex for prior written approval. Such material may include the name and logo of Essex so long as it complies with any brand guidelines issued by Essex from time to time in respect of the use of such name and/or logo and is subject to prior written approval as aforesaid.

- 2.3 Subject to **clause 5**, Essex will issue to NDHU in May or June of each academic year of this Agreement a "studying certificate" for each registered student recruited through this Agreement specifying such student's unratified scores or grades conditional upon:

- NDHU providing by the end of April in each academic year of this Agreement a list of the then students registered at Essex recruited through the activities of NDHU under **clause 1.1** above; and
- each such student agreeing that Essex may provide this information.

Subject to **clause 5** and each such student so agreeing Essex will then share the official student transcript with NDHU once the grades have been ratified.

3 Costs

- 3.1 The Parties agree that each shall bear its own costs for any work under this Agreement, save and except as agreed in writing between the Parties. For the avoidance of doubt, each Party shall meet the travel, accommodation and subsistence costs of its own staff involved in any visits associated with this Agreement.
- 3.2 No fee is payable by Essex to NDHU in respect of any person who applies to or is accepted by Essex to any of its programmes pursuant to this Agreement or otherwise.

4 Confidentiality

- 4.1 The parties agree and acknowledge that all information to which their personnel will have access, as well as any information provided to them as part of this Agreement (the "**Confidential Information**"), regardless of the means by which it is made known to them, is owned by NDHU or by Essex as applicable, and that such information is to be treated as confidential. Each Party undertakes not to disclose or transfer the Confidential Information, whether partially or entirely, to any third party, as well as not to use it for purposes other than those set forth in this Agreement, unless such information is already in the public domain, is required to be disclosed by law or any legal or regulatory authority, or the other Party has received the prior written consent of the other Party for disclosure of the Confidential Information.
- 4.2 The obligations of the Parties under this clause 4 shall continue following the expiry or termination of this Agreement.
- 4.3 NDHU acknowledges that Essex is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the "**FOIA**") and NDHU agrees it shall cooperate and provide all necessary assistance as may be reasonably requested by Essex (at its expense) to enable Essex to comply with its obligations under the FOIA, including but not limited to, providing Essex with such information in its possession or power as may be reasonably requested in order for Essex to comply with its obligations under the FOIA.

5 Data Protection

- 5.1 The parties agree to ensure throughout the duration of this Agreement that, where it is necessary to share Personal Data and Special Category Data (as defined in each case in the Data Protection Act 2018) regarding the NDHU students (e.g. at the point of application to

Essex courses), or each of the Parties, this will be done so in compliance with all relevant data protection laws and regulation including, without limitation, the following:

- Data Protection Act 2018 (DPA);
- General Data Protection Regulation (EU) (2016/679) (GDPR) as it applies in the United Kingdom from time to time;
- Electronic Communications Data Protection Directive (2002/58/EC) as it applies in the United Kingdom from time to time;
- Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as it applies in the United Kingdom from time to time; and
- any other relevant laws/regulations relating to the processing of Personal Data.

6 Intellectual Property

- 6.1 Any intellectual property rights owned by a Party before the date of this Agreement and/or created during the term of this Agreement will remain the property of that Party. Nothing contained in this Agreement will affect the absolute ownership rights of any Party in such Party's intellectual property rights. For the avoidance of doubt, no licenses are granted under this Agreement except as specified in **clause 2.2**.

7 General

- 7.1 No person who is not party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 7.2 Nothing contained in this Agreement shall be construed to imply a partnership, or employer and employee, or principal and agent relationship between any of the Parties. No Party shall have any right, power or authority to create any obligation express or implied on behalf of the other Party.
- 7.3 Save in respect of death or personal injury claims which are not capable of being limited under English law, Essex shall have no additional liability.

8 Liaison Officers

- 8.1 This Agreement shall be administered by and any proposals to amend or vary this Agreement shall be carried on through liaison officers designated by each Party:

<u>University of Essex</u> Kevin Tan Senior Regional Manager kevin.tan@essex.ac.uk	<u>National Dong Hwa University</u> Yan-Shu Lin Professor ylin@gms.ndhu.edu.tw
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but so that such liaison officers shall have no power to bind the Party appointing them.

9 Commencement and Duration

- 9.1 This Agreement commences on the date it has been signed by an appropriate officer of both Parties ("**Date of Commencement**"). Either Party may withdraw from this Agreement at any time during the term of this Agreement by giving at least three months' notice in writing to the other Party. In such circumstances of withdrawal, cessation or the expiry of this Agreement this shall be without prejudice to **clauses 3, 4, 5 and 6**.

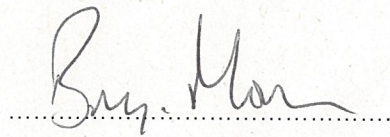
9.2 This Agreement shall be in effect for five (5) years from the Date of Commencement. This period may be extended by written consent of both Parties. In the absence of any extension then this Agreement shall automatically terminate with no further liability by Essex.

10 Governing Law and Jurisdiction

10.1 This Agreement shall be governed by English law and all disputes shall be subject to the non-exclusive jurisdiction of the English Courts.

Signed for and on behalf of

UNIVERSITY OF ESSEX



Bryn Morris
Registrar and Secretary

Dated: 12.06.2024

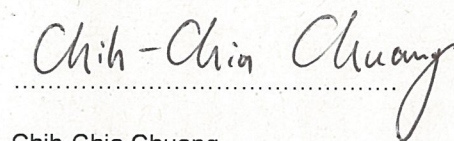
Signed for and on behalf of

NATIONAL DONG HWA UNIVERSITY



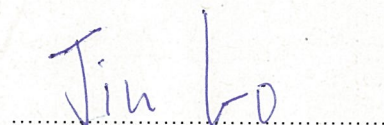
Kuan-Hung Wu
Dean, College of Humanities and Social Sciences

Dated: 2024.7.10



Chih-Chia Chuang
Chair, Department of Sociology

Dated: 2024.7.10



Jin Lo
Chair, Department of Public Administration

Dated: 2024.7.10

Chun Lin Kuo

Chun-Lin Kuo

Chair, Department of Taiwan and Regional Studies

Dated: 2024.7.10

Chih-chiao Yang

Chih-Chiao Joseph Yang

Chair, Department of English

Dated: 2024.7.10

Chia-yu Hung

Chia-Yu Hung

Chair, Department of Economics

Dated: 2024.7.10

Arrangement Type	Course(s) at NDHU	Entry Requirements	Course(s) at Essex
3+1 <i>(NQF Level 7 entry)</i> Successful completion of 3 years of a 4-year Bachelors degree at the host institution, followed by consideration for entry to a 1-year Masters programme at Essex.	Bachelors Degree Program in the Department of English	Successful completion of the first three years of the specified Bachelors degree course at NDHU with an overall transcript average of 70% AND Applicants are required to successfully pass a Translation and/or Interpreting aptitude test with Essex for the following courses in the Department of Language and Linguistics: - MA Advanced Interpreting with Specialised Translation (Chinese-English) - MA Audiovisual and Literary Translation - MA Chinese-English Translation and Professional Practice - MA Conference Interpreting and Translation (Chinese-English) - MA Translation, Interpreting and Subtitling - MA Translation and Professional Practice AND Standard University of Essex English language entry requirements	The following postgraduate taught courses in the Department of Language and Linguistics : - MA Linguistics - MA Psycholinguistics - MA Applied Linguistics - MA English Language and Linguistics - MA Audiovisual and Literary Translation - MA Translation and Professional Practice - MA Translation, Interpreting and Subtitling - MA Chinese-English Translation and Professional Practice - MA Conference Interpreting and Translation (Chinese-English) - MA Teaching English to Speakers of Other Languages (TESOL) - MA Advanced Interpreting with Specialised Translation (Chinese-English)
3+1 <i>(NQF Level 7 entry)</i> Successful completion of 3 years of a 4-year	Bachelors Degree Program in the Department of Economics	Successful completion of the first three years of the specified Bachelors degree course at NDHU with an overall transcript average of	The following postgraduate taught courses in the Department of Economics : - MA/MSc Economics - MA Economics with Public Policy

Arrangement Type	Course(s) at NDHU	Entry Requirements	Course(s) at Essex
Bachelors degree at the host institution, followed by consideration for entry to a 1-year Masters programme at Essex.		70% AND Standard University of Essex English language entry requirements	▪ MA Financial Economics ▪ MA International Development ▪ MA International Economics ▪ MA Management Economics ▪ MSc Applied Economics and Data Analysis ▪ MSc Behavioural and Experimental Economics ▪ MSc Economics and Econometrics ▪ MSc Economics of Business and Management ▪ MSc Economics with Data Analytics ▪ MSc Financial and Business Economics ▪ MSc Financial Econometrics ▪ MSc Financial Economics ▪ MSc Financial Economics and Accounting ▪ MSc Financial Economics and Econometrics ▪ MSc Financial Technology (Economics) ▪ MSc International Economics ▪ MSc Management Economics ▪ MSc Money and Banking ▪ MSc Quantitative International Development The following postgraduate taught courses in Essex Business School: ▪ MSc Accounting ▪ MSc Accounting and Finance ▪ MSc Accounting and Financial Management ▪ MSc Financial Economics and Accounting ▪ MSc Management

Arrangement Type	Course(s) at NDHU	Entry Requirements	Course(s) at Essex
			▪ MSc Finance ▪ MSc Banking and Finance ▪ MSc Finance and Data Analytics ▪ MSc Investment and Wealth Management ▪ MSc Financial Engineering and Risk Management ▪ MSc Financial Technology (Finance) ▪ MSc Finance and Management ▪ MSc Business Analytics ▪ MSc Human Resource Management ▪ MSc Entrepreneurship and Innovation ▪ MSc Organisational Change Management ▪ MSc Global Project Management ▪ MSc International Business and Entrepreneurship ▪ MSc International Logistics and Supply Chain Management ▪ MSc International Marketing and Entrepreneurship ▪ MSc Management (Marketing) ▪ MSc Digital Marketing and Analytics ▪ MBM Master of Business Management