



**AGREEMENT  
ON DUAL DOCTORAL ELECTRICAL ENGINEERING AND COMPUTER SCIENCE DEGREE PROGRAM  
BETWEEN NATIONAL CHUNG HSING UNIVERSITY AND UTAH STATE UNIVERSITY**

National Chung Hsing University (NCHU) in Taichung City, Taiwan, and Utah State University (USU) in Logan, Utah, USA, (hereinafter referred to as “the Partner Universities”) entered into an Agreement for Cooperation (hereinafter referred to as “General Agreement”) regarding the establishment of linkages and collaborative activities. The General Agreement envisioned cooperation in the areas of teaching, research, consultation, and faculty and/or student exchanges. The General Agreement enables the Partner Universities to prepare working programs detailing specific forms and contents of cooperation. Therefore, NCHU and USU hereby enter this Agreement on Dual Doctoral Electrical Engineering and Computer Science Degree Program (“DDEECSDP Agreement”). This DDEECSDP Agreement is separate and distinct from that certain Agreement on Dual Doctoral Degree Program executed between the Partner Universities on April 2, 2019. This DDEECSDP Agreement is also separate and distinct from that other Agreement on Dual Doctoral Engineering Program entered into by the Partner Universities on December 13, 2022.

**ARTICLE 1. GOALS AND PURPOSE**

- 1.1 A primary goal of this DDEECSDP Agreement is to offer a bi-national graduate education experience to students who wish to take advantage of education and research opportunities at both NCHU and USU. A second goal is to enhance scientific and technical collaboration between faculty and students at NCHU and USU.
- 1.2 The purpose of this DDEECSDP Agreement is to describe the specific terms and conditions agreed to by NCHU and USU regarding the dual doctoral degree program described herein (hereinafter referred to as the “Program”).

**ARTICLE 2: DUAL Ph.D. DEGREES at NCHU and USU**

- 2.1 The two Partner Universities consider their Doctor of Philosophy (Ph.D.) degrees as equivalent.
- 2.2 Full-time students at NCHU and USU may pursue dual Ph.D. degrees offered by the Partner Universities by complying with the following requirements:
  - 2.2.1 To be considered for the Program, students must meet a residency requirement of at least one continuous academic year at the students’ university of origin (“Home University”) before they can apply and be admitted to the graduate program of the partner university (“Host University”). Admissions criteria are as published by the respective Partner Universities. The only additional requirement for NCHU students will

be that they meet the English language requirement set by the USU School of Graduate Studies (currently a minimum score of 79 on the internet-based TOEFL, or a minimum score of 6.0 (with minimum scores of 5 on each subscale) on the IELTS).

2.2.2 Students participating in the Program must spend at least two years at each Partner University.

2.2.3 The equivalence of degree work at the Partner Universities is based on acceptance of courses taken at NCHU by USU, and acceptance of courses taken at USU by NCHU.

2.2.4 The determination and applicability of completed course units towards specific graduation requirements rests with the department or college of the student's major. Official transcripts will be transmitted to the department of the Partner University at the end of each semester. Any necessary transcript or record releases will be obtained by the Program prior to transferring student records.

2.2.5 Each University will assign a program coordinator to oversee this agreement. The final selection and approval of a student to participate in the program will be made by a committee consisting of the program coordinator from each university and a faculty member from each university who has agreed to serve as the student's advisor (total of 4 individuals). The final decision will be based on the application file and face-to-face/videoconference interviews.

2.2.6 Students must be assigned an advisor from NCHU and USU, both of whom must be members of the student's Doctoral Supervisory Committee. The committee shall consist of three faculty members from each university, comprising a six-member committee.

2.2.7 Students must pass the following exams/procedures from the department and university

1. Ph.D. qualifying exam
2. Ph.D. dissertation proposal
3. Ph.D. dissertation defense

The Ph.D. qualifying exam and the dissertation defense can take place at either NCHU or USU, with Doctoral Supervisory Committee members participating face-to-face or via interactive video conferencing (IVC). The Ph.D. dissertation proposal must be approved by all members of the Doctoral Supervisory Committee. An official statement reporting the results of each of the above exams/procedures must be transmitted to the Partner University.

2.2.8 The Ph.D. dissertation should be completed in English with the abstract written in both Mandarin and English languages. Program coordinators will be responsible for translation and editing in their respective languages. For the students with NCHU as the Home University, the whole or part of the dissertation must be transferred to an article

accepted by a journal listed in the Science Citation Index (SCI), Social Sciences Citation Index (SSCI), or SCOPUS before the student can participate in his/her dissertation defense. For the students with USU as the Home University, the USU major advisor decides the requirements on the journal/conference publications from the dissertation work. The article should include affiliations with and acknowledgements of financial support from both Partner Universities when subject to publication.

- 2.3 The two Partner Universities assess the Ph.D. student jointly for the awarding of the dual degree. Qualified students who have successfully completed the proposed Dual Ph.D. Program will be conferred with two Ph.D. degrees, one from NCHU and one from USU. The diplomas awarded by NCHU and USU will be for the degrees appropriate to the programs in which the students were enrolled.
- 2.4 Participating departments at NCHU and USU are listed in Appendix 1. Additional departments may be added to this list with the approval of the appropriate department, college, and university administrators.
- 2.5 Approximately equal numbers of students (or equivalent months or semesters of student exchanges) shall participate in this program, resulting in approximately equal transfer of credits between institutions.

### **ARTICLE 3: PROGRAM COORDINATORS**

The Partner Universities will each designate a faculty member to coordinate this program. The program coordinators are responsible for the organization, scheduling, and reporting of all aspects of the student participation in the degree program. The program coordinator is also expected to liaise with the offices responsible for research, graduate studies, and international student services.

In order to ensure timely admission to the Host University, the program coordinators agree to be in contact with one another by October 1 and April 1 of each year regarding the number of students to enroll in the program for the following semester.

### **ARTICLE 4: TUITION, FEES, and REGULATIONS**

- 4.1 Participating students shall comply with the regulations of both Partner Universities to complete the process of registration, withdrawal, and resumption. Transferred credits shall be approved in compliance with the regulations of both Partner Universities or by the terms of agreement if they differ from standard university regulations.
- 4.2 All students will pay tuition and student fees at their Home University. Students will register for courses at the university at which they take the courses. For the semesters during which students are attending and enrolled at the Host University, the students will register at their Home University and pay tuition and fees to the Home University only. Each Host University will fully recognize the tuition and student fees paid to the

Home University and will not charge students additional regular or differential tuition, with the exception of additional fees that may be necessary to cover required insurance (e.g. health insurance) as defined by each country's laws.

In the event of an imbalance of students (or student semesters) between the Partner Universities, the university receiving more students than it sends may invoice the sending counterpart for the teaching costs of the surplus in students. The participating students of the College of Engineering of NCHU will pay this invoice on the NCHU side while the College of Engineering of USU will pay for this invoice on the USU side.

- 4.3 Tuition and fees paid to USU and NCHU do not cover living costs. Students will be responsible for paying all other costs related to their participation in the program. These costs may include accommodations, food, travel, medical insurance, civil liability, textbooks, clothing, personal expenses, costs for passports, visas, visa extensions or residency permits, all other debts and incidental expenses incurred during the stay at the Host University, and any other mandatory requirements from the Host University or country (unless paid by their Home University).
- 4.4 Participating students shall purchase insurance necessary to comply with the regulations of both Partner Universities.

#### **ARTICLE 5: VALIDATION OF COURSES TAKEN AT THE HOST UNIVERSITY**

- 5.1 The course requirements for each student are to be determined in advance of that student's stay at the Host University by the Doctoral Supervisory Committee, with the agreement of their respective unit heads and in consultation with the program coordinators. For each individual student, the specific requirements are to be delineated in a program of study prior to the student's departure.
- 5.2 Credit requirements are defined in Appendix 2.

#### **ARTICLE 6: CONFIDENTIALITY OF STUDENT RECORDS**

NCHU and USU agree to treat all student records in accordance with the Family Education Rights and Privacy act and all other applicable laws and regulations. Moreover, the Partner Universities will not disclose student records except to NCHU and USU faculty and staff who have a legitimate need to know consistent with their official responsibilities and with the necessary records releases as required by applicable laws.

## **ARTICLE 7: TERM AND VALIDITY**

This DDEECSDP Agreement will come into effect on the date of the last signatures of representatives of both universities and shall be considered in force and valid for five (5) years.

Either Partner University may terminate or amend this DDEECSDP Agreement by giving no fewer than 120 days of prior written notice. A request for termination shall not prevent the completion of activities and degrees already underway.

However, part or all of this DDEECSDP Agreement may be terminated immediately in the event that such termination becomes necessary to comply with U.S. export control laws.

## **ARTICLE 8: MISCELLANEOUS**

- 8.1 The Partner Universities particularly recognize and intend to comply with the export control laws of the United States of America, including without limitation Export Administration Regulations of the United States of America (15 C.F.R. § 730 et seq.) and the Supplement No. 4 to Part 744 thereof. The Partner Universities will neither seek to import to Taiwan nor export from the United States any items governed by the Export Administration Regulations of the United States of America without advance licensure, nor will the Parties seek to import or export any item, or in any manner, that would otherwise violate applicable law or regulation.
- 8.2 Notwithstanding any other language of this DDEECSDP Agreement, under no circumstances shall any term herein require either Partner University to violate any applicable law or regulation of any governing authority now in effect or that may come into effect at any future date.
- 8.3 In the event of an alleged breach of this DDEECSDP Agreement, the Partner Universities agree to see seek a mutually agreeable resolution in good faith. However, in the event that no mutually agreeable resolution can be achieved, any alleged breach of this Agreement raised by USU against NCHU shall be governed by the laws of the Taiwan and shall be brought in the courts of Taiwan. Any alleged breach of this Agreement raised by NCHU against USU shall be governed by the laws of the State of Utah and shall be brought in the law courts of the State of Utah.
- 8.4 The universities shall give all notices and communications in writing by email. Notices and communications to USU shall be sent to [globaleng.contracts@usu.edu](mailto:globaleng.contracts@usu.edu). Notices and communications to NCHU College of Electrical Engineering and Computer Science, shall be sent to [oia@nchu.edu.tw](mailto:oia@nchu.edu.tw). Any such notice will be effective upon receipt of it by the receiving Party.

SIGNATURES

National Chung Hsing University



Guu-Chang Yang, Ph.D.  
Dean  
College of Electrical Engineering and  
Computer Science  
Date: May 9, 2023



Fuh-Sheng Snieu, Ph.D.  
President  
National Chung Hsing University  
Date: May 10, 2023

Utah State University



Jagath Kaluarachchi, Ph.D.  
Dean  
College of Engineering  
Date: 04 April 2023



Richard Cutler, Ph.D.  
Vice Provost of Graduate Studies  
School of Graduate Studies  
Date: 11 April 2023



Noelle E. Cockett, Ph.D.  
President  
Utah State University  
Date: April 11, 2023

## **Appendix 1: Participating Departments and Degree Programs**

### **National Chung Hsing University**

Department of Electrical Engineering

PhD in Electrical Engineering

Department of Computer Science and Engineering

PhD in Computer Science and Engineering

### **Utah State University**

Department of Biological Engineering

PhD Biological Engineering

Department of Civil and Environmental Engineering

PhD in Civil and Environmental Engineering

PhD in Irrigation Engineering

Department of Electrical and Computer Engineering

PhD in Electrical Engineering

Department of Engineering Education

PhD in Engineering Education

Department of Mechanical and Aerospace Engineering

PhD in Mechanical Engineering

PhD in Aerospace Engineering

This list of participating Departments & Degree Programs is subject to change. However, changes will require a letter that has been signed by the appropriate individuals at both the National Chung Hsing University and Utah State University.

## Appendix 2: Ph.D. Credit Requirements

Potential PhD/DSc students must first study at the Home University for at least one (1) academic year (two [2] semesters) before transferring to the Host University. For this Program, the minimum residency requirement at the Home University is four (4) semesters. The Program constitutes one (1) academic year at the Home University, two (2) academic years at the Host University, and then one (1) academic year back at the Home University. Students in the Program will be required to meet the residency and credit requirements for the specific PhD program at both NCHU and USU.

### National Chung Hsing University

NCHU students shall follow all the regulations regarding registration, suspension and resumption of study, specified in **The NCHU Student Study Regulation**.

The graduation requirements are varied by departments, for example:

- Department of Electrical Engineering: 30 credits (minimum), with 15 required credits (including 3 for required course and 12 for dissertation), and 15 elective credits.
- Department of Computer Science and Engineering: 34 credits (minimum), with 16 required credits (including 4 for required courses and 12 for dissertation), and 18 elective credits.

### Utah State University

The USU School of Graduate Studies requires a minimum of 12 dissertation credits if the student has a master's degree and a minimum of 18 dissertation credits if the student does not have a master's degree. Only 12 credits may be transferred into a doctoral program at USU. Specific requirements vary by department and/or program.

- The Department of Biological Engineering requires 36 credits (including 24 for coursework and 12 for dissertation) for students with a master's degree, and 60 credits (including 30 for coursework and 30 for dissertation) for students without a master's degree.
- The Department of Civil and Environmental Engineering requires 42 credits (including 12-24 for coursework and 18-30 for dissertation) for students with a master's degree.
- The Department of Electrical and Computer Engineering requires 42 credits (including 18 for coursework and 24 for dissertation) for students with a master's degree, and 72 credits (including 42 for coursework and 30 for dissertation) for students without a master's degree.



- The Department of Mechanical and Aerospace Engineering requires 42 credits (including 12 for coursework 30 for dissertation) for students with a master's degree, and 72 credits (including 36 for coursework and 36 for dissertation) for students without a master's degree.
- The Department of Engineering Education requires 42 credits (including 30 for coursework 12 for dissertation) for students with a master's degree.



## GOVERNMENTAL ENTITY & HIGHER EDUCATION ADDENDUM

This Governmental Entity & Higher Education Addendum (the "*Addendum*") is entered into as of last date of signature set forth below (the "*Addendum Effective Date*"), by and between Utah State University, a public body of the State of Utah, ("*USU*"), and National Chung Hsing University ("*Partner University*"), each a "*Party*" and collectively, the "*Parties*."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

This Addendum amends and is an integral part of that certain Agreement on Dual Doctoral Electrical Engineering and Computer Science Degree Program between the Parties attached hereto and incorporated herein by reference (the "*Main Agreement*"). In the event of any conflict, inconsistency or discrepancy between the Main Agreement and this Addendum, this Addendum shall govern. The Main Agreement, as amended by this Addendum, is hereinafter referred to as the "Agreement."

### **1. Government Records and Management Act.**

Partner University acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("*GRAMA*"); that certain records within USU's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that Partner University believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants, and other representatives on a need-to-know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

**2. Governmental Immunity.** Partner University further acknowledges that USU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "*Act*"). Nothing in the Agreement shall be construed as a waiver by USU of any protections, rights, or defenses applicable to USU under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of Partner University or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and

notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect, or consequential damages, shall be void and unenforceable.

**3. Insurance.** USU carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require USU to carry different or additional insurance, and any obligations of USU contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to USU's negligent acts or omissions.

**4. Debarment.** Facility warrants and hereby certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement, by any state or federal government department or agency. Facility agrees to notify USU in writing within seven (7) days if it or its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any governmental entity during the period of performance designated in the Agreement.

**5. Export Control.** All activities and/or transactions contemplated or hereby agreed to within this Agreement shall be strictly predicated on full compliance with all U.S. and international export control regulations including but not limited to restricted party prohibitions; export license requirements; and compliance with all U.S. Office of Foreign Assets Control license requirements and sanctions.

**6. Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

**FERPA.** The Parties recognize that each is required to comply with the Family Education Rights and Privacy Act ("*FERPA*") in each Party's respective handling of Confidential Student Information.

a. Definition. "Confidential Student Information" is defined as information that is personally identifiable to a student who is or was enrolled at USU by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Partner University by USU as well as any information provided by USU's students and third parties to the Partner University.

b. Confidentiality. Partner University represents and certifies that it: (1) will protect and hold in strict confidence all Confidential Student Information it receives from or on behalf of USU (or its students), including without limitation, academic information, professional training and/or certifications, evaluations of students, health and other insurance information, and the results of criminal background checks and/or drug testing or treatment information; (2) will not, except with the written consent of the student, use Confidential Student Information for any purpose other than to carry out the purposes of the Agreement; and (3) will not disclose Confidential Student Information except to authorized individuals within its organization who have a legitimate need to know Confidential Student Information to carry out the purposes of the Agreement.

c. Control and Breach. Partner University agrees that Partner University is under the direct control of USU with respect to the use and maintenance of Confidential Student Information. If the USU reasonably determines in good faith that Partner University has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, USU, in its sole discretion, will have the right to require Partner University to submit to a plan of monitoring and reporting; provide Partner University with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, USU will provide written notice to Partner University describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Partner University improperly disclosed personally identifiable information obtained from USU's education records, USU may not allow the Partner University access to education records for at least five years.

7. Miscellaneous. The Agreement, as amended by this Addendum, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written and all other communications relating to the subject matter hereof. The provisions of this Addendum will survive the expiration or earlier termination of the Agreement. This Addendum shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. The Agreement, as amended by this Addendum, shall remain in full force and effect, and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives effective as of the Addendum Effective Date.

UTAH STATE UNIVERSITY

By: Noelle E. Cockett  
Print Name: Noelle E. Cockett, Ph.D.

Title: President

Date: April 11, 2023

NATIONAL CHUNG HSING UNIVERSITY

By: Fuh-Sheng Shieu  
Print Name: Fuh-Sheng Shieu, Ph.D.

Title: President

Date: May 10, 2023