

AGREEMENT
ON DOCTORATE UNDER JOINT BINATIONAL SUPERVISION (Co-Tutelle)
between
RWTH Aachen University,
Faculty of Electrical Engineering and Information Technology,
Aachen, Germany
and
National Chiao Tung University,
Institute of Electronics,
Hsinchu, Taiwan

RWTH Aachen University, Germany, Templergraben 55, 52056 Aachen, Federal Republic of Germany, represented by Rector Prof. Dr. rer. nat. Dr. h.c. mult. Ulrich Rüdiger, for its Faculty of Electrical Engineering and Information Technology,

- hereinafter referred to as **RWTH** -

and

National Chiao Tung University, Taiwan, 1001 University Road, Hsinchu, Taiwan 300, ROC, represented by President Prof. Mau-Chung Frank Chang, for its Institute of Electronics,

- hereinafter referred to as **NCTU** -

Preamble

The present agreement extends the already existing cooperation between the two partners in the areas of student exchange, master double-degree programs and research to the field of joint thesis supervision for doctoral candidates.

Article 1 - Purpose of the Memorandum

RWTH and NCTU declare their sincere willingness to commit themselves to the cooperation in joint thesis supervisions for doctoral candidates of the Faculty of Electrical Engineering and Information Technology at RWTH and the Institute of Electronics at NCTU. The cooperation is restricted to theses covering the field of micro- and nanoelectronics.

This agreement is designed to facilitate the advancement and intensification of academic cooperation between both partner institutions. This will include the exchange of students pursuing

a doctorate degree. While pursuing a doctoral degree at their home university the students will spend a research period at the host university with a home scientific supervisor and a host scientific supervisor jointly supervising their dissertation process.

Article 2 – Arrangements and Funding

RWTH and NCTU will implement the collaborative activities envisaged under this agreement, representatives of the universities may meet periodically to negotiate and conclude project arrangements and programs of cooperation, including their financing.

The doctoral students shall be awarded the home university degree and the host university degree. These degrees are given alternately not cumulatively. The diplomas will be signed by the heads of the respective institutes.

For each doctoral student a joint thesis agreement will be set up which regulates the respective responsibilities and individual arrangements. A draft of the Joint Thesis Agreement to be filled in and undersigned in each individual case is enclosed as an appendix.

Article 3 – Management and Coordination

The universities may appoint a representative to promote, coordinate and manage activities under this agreement.

Article 4 – Accordance with Laws and Regulations

The partner institutions agree to abide by the law and regulations governing in both countries.

Article 5 – Fees and costs

No tuition fees are required at the host institution for students involved in the program.

Students will be responsible for covering living and travel expenses, health insurance, student union fee (if applicable) and other expenses arising out of the program.

All RWTH students - including doctoral students - have to pay the student service fee (Sozialbeitrag) per semester including public transport in and around Aachen. This compulsory fee is not a tuition fee.

Article 6 – Confidentiality

The parties hereto shall be obligated to keep strictly confidential any information which was specified as confidential and disclosed by either party to the other in the form of documents, information, and goods, whether given orally, in writing, by electronic media or any other *means*. The parties shall not use any confidential information for any purpose other than that of this agreement. The parties hereto shall neither divulge nor expose such to any third party without the prior consent of the other party. In the event that a party discloses the above-described documentation and information, etc. to the other party in a form other than in writing, it shall notify the other party of the fact within seven (7) days following the disclosure.

Notwithstanding the preceding paragraph, the party receiving such information shall not be under the confidentiality obligations provided for in the preceding paragraph if such information was:

1. Already in the possession of the party receiving it at the time of disclosure by the other party; or,
2. Publicly known at the time of disclosure by the other party; or,
3. Released into the public domain after disclosure through no fault of the party receiving it; or,
4. Properly obtained from a third party acting with the authorization or consent of the party disclosing it, without bearing confidentiality obligations; or
5. Requested to be disclosed by laws, regulations or judicial decisions.

The duty of confidentiality shall persist after the end of the agreement for the period of five years from the point when it has come to an end.

Article 7 – Property Rights

Ownership of any research finding and the intellectual property including copyright and patenting shall be negotiated to the mutual acceptance of both parties, and any publications regarding the same shall only be possible after prior approval of both parties.

Article 8 – Non-Binding Nature of the Agreement

Despite the statements and obligations expressed herein, this agreement in a non-binding expression of the current intentions of the parties, and neither party will incur or be bound to any legal obligations or expense hereunder to the other party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each party and executed and delivered by authorized representatives of both parties.

Article 9 - Duration and Termination

This agreement shall be effective upon the date of last signature by the presidents of both universities and shall be in force for 5 years.

This agreement may only be renewed if the parties agree in writing on a renewal.

Article 10 -Final clauses

There have not been made any subsidiary agreements concerning this contract, whether orally or in writing.

Every change or amendment needs to be made in writing. The requirement of amendments and changes to be made in writing can only be contracted out in writing.

Signatures: 17.10.2018

For RWTH

Prof. Dr. Dr. h.c. mult. Ulrich Rüdiger
Rector
RWTH Aachen University
Date:



Prof. Dr. Wilfried Mokwa
Dean
Faculty of Electrical Engineering
and Information Technology
RWTH Aachen University

Dr. H. Finsterbusch
Head of International Office
RWTH Aachen University

For NCTU

Prof. Mau-Chung Frank Chang
President
National Chiao Tung University
Date:

Prof. Hung-Ming Chen
Director
Institute of Electronics

National Chiao Tung University

Prof. Edward Yi Chang
Vice President for International Affairs
National Chiao Tung University

Appendix

Agreement Joint Thesis Supervision between RWTH and NCTU
(example t.b. finally filled in and undersigned in each individual case)