



DATED **JUNE 2021**

UNIVERSITY OF ESSEX (1)

and

NATIONAL SUN YAT-SEN 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 SUN YAT-SEN UNIVERSITY**, No. 70, Lienhai Road, Gushan District, Kaohsiung City, Taiwan 804 (“**NSYSU**”)

WHEREAS

Preamble

This Progression Agreement is intended to promote co-operation, discussions and positive academic relations between Essex and NSYSU to their mutual benefit.

Nothing in this MOU shall be construed as creating a legal relationship between the Parties with the exception only of the provisions in clauses 4, 5 and 6. This MOU is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each or any objective is negotiated, approved, executed and delivered by the Parties.

The purpose of this MOU is to enable Essex and NSYSU to pursue the Objectives by undertaking the Tasks, all as set out below.

1 Objectives

- 1.1 Essex agrees that students from NSYSU who meet the admissions criteria set out in Schedule 1 may be eligible for admission to degree courses at Essex, subject to the following clauses:
 - 1.1.1 Each applicant from NSYSU shall provide written evidence of attainment of their academic qualifications and achievement in an English language test recognised by Essex.
 - 1.1.2 In each year of this agreement Essex reserves the right to limit the number of applications from NSYSU, where Essex shall consult with NSYSU, in relation to such numbers.

2 Tasks for each Party

- 2.1 Each Party agrees to:
 - 2.1.1 Maintain regular and reasonable contact with the other Party, informing the other Party of any relevant changes or developments in relation to this Agreement;
 - 2.1.2 Review this Agreement on an annual basis, providing the other Party with relevant information and statistics in relation to the Objectives, and;
 - 2.1.3 Nominate a senior member of staff to be responsible for overseeing the implementation of this Agreement.
- 2.2 NSYSU agrees it shall market and promote Essex’s courses (outlined in Schedule 1) to its own students provided always that such material shall be subject to clause 6.1 and NSYSU shall provide no fewer than 2 draft copies of such material to Essex as part of the approval process.

3 **Costs**

- 3.1 The Parties agree that each shall bear their 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 their own staff involved in visits associated with this Agreement.

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, regardless of the means by which it is made known to them, is owned by NSYSU or by Essex as applicable, and that such information is CONFIDENTIAL, which is why they undertake not to disclose or transfer it, 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 previously received the prior written consent of the party for its disclosure.
- 4.2 The obligations of the Parties under this clause 4 shall continue following the expiry or termination of this Agreement.
- 4.3 NSYSU acknowledges that Essex is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the "FOIA") and NSYSU 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 the Agreement that, where it is necessary to share Personal Data regarding the NSYSU students (e.g. at the point of application to Essex courses), or each of the parties, this will be done so in compliance with the following Data Protection Laws:
- Data Protection Act 2018 (DPA);
 - Data Protection Directive (95/46/EC)
 - General Data Protection Regulation (EU) (2016/679) (GDPR);
 - Electronic Communications Data Protection Directive (2002/58/EC);
 - Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003);
 - 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 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.

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 Any dispute arising in connection with matters referred to in this Agreement will be settled between the Parties in the spirit of friendship and mutual trust. If the Parties are unable to reach an amicable settlement then either Party may serve notice on the other, requiring the matter to be referred to an exclusive arbitration before a single arbiter under the rules of conciliation and arbitration in the UK Court of Arbitration.

8 Liaison Officers

- 8.1 Proposals under this MOU will be submitted through liaison officers designated by each Party to assure conformity with the Objectives:

<u>University of Essex</u>	<u>National Sun Yat-sen University</u>
Chloe Lim Recruitment and Development Manager chloe.lim@essex.ac.uk	Tanya Hsu Director of International Relations Office of International Affairs yuchuan@mail.nsysu.edu.tw

9 Commencement and Duration

- 9.1 This Agreement commences on the date of signature by the appropriate officer of both Parties ("**Date of Commencement**"). Either Party may withdraw from this Agreement or cease to pursue the Objectives 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 5 years from the Date of Commencement. This period may be extended by written consent of both Parties.

Signed for and on behalf of

UNIVERSITY OF ESSEX



.....

Bryn Morris
Registrar and Secretary

Dated:10.6.21.....

Signed for and on behalf of

NATIONAL SUN YAT-SEN UNIVERSITY



.....

Chih-Wen Kuo
Vice President for International Affairs

Dated: 2 June 2021

Schedule 1

Students from NSYSU will be considered for admission to the following Essex degree courses based on the following admissions criteria:

Undergraduate arrangements

Arrangement Type	Courses at NSYSU	Entry Requirements	Courses at Essex
2+2 (Level 5 entry)	<ul style="list-style-type: none"> ▪ BSc Biological Sciences 	<p>Successful completion of two years of the specified undergraduate degree at NSYSU with an overall transcript average of:</p> <p>60%</p> <p>AND</p> <p>IELTS 6.5 overall with a minimum of 5.5 in each component. Please note, English Language Entry Requirements are subject to change. The most up-to-date English Language Entry Requirements can be found using the following link: https://www1.essex.ac.uk/immigration/studies/english.aspx</p> <p>AND</p> <p>Students at NSYSU will have successfully studied the selected curriculum in Anatomy and Physio, Cell biology and Microbiology for Biomedical science.</p>	<p>All following undergraduate courses in the School of Life Sciences:</p> <ul style="list-style-type: none"> ▪ BSc Genetics ▪ BSc Biochemistry ▪ BSc Human Biology ▪ BSc Marine Biology ▪ BSc Biological Sciences ▪ BSc Biomedical Science

Schedule 2

Students from NSYSU will be considered for admission to the following Essex degree courses based on the following admissions criteria:

Postgraduate arrangements

Arrangement Type	Courses at NSYSU	Entry Requirements	Courses at Essex
3(CT)+1 (Standard PGT Entry - Level 7)	<ul style="list-style-type: none"> ▪ BSc Biological Sciences 	<p>Successful completion of three years of the specified undergraduate degree at NSYSU with an overall transcript average of:</p> <p>70%</p> <p>AND</p> <p>IELTS 6.5 overall with a minimum of 5.5 in each component. Please note, English Language Entry Requirements are subject to change. The most up-to-date English Language Entry Requirements can be found using the following link: https://www1.essex.ac.uk/immigration/studies/english.aspx</p> <p>AND</p> <p>Admission of students to University of Essex will be assessed on a case by case basis.</p>	<p>The following postgraduate taught courses in School of Life Sciences:</p> <ul style="list-style-type: none"> ▪ MSc Molecular Medicine ▪ MSc Tropical Marine Biology ▪ MSc Biotechnology