
COLLEGE OF ENGINEERING AND APPLIED SCIENCES
DEPARTMENT OF TECHNOLOGY & SOCIETY
STATE UNIVERSITY OF NEW YORK AT STONY BROOK
and the
COLLEGE OF MANAGEMENT
FU JEN CATHOLIC UNIVERSITY

MASTERS DEGREE PROGRAM IN GLOBAL ENTREPRENEURIAL MANAGEMENT AND BUSINESS
ADMINISTRATION

AGREEMENT

THIS AGREEMENT is made this 28 day of April, 2006, by and between the State University of New York, an educational corporation organized and existing under the laws of the State of New York with its principal place of business located at the State University Plaza, Albany, New York 12246, for and on behalf of the College of Engineering and Applied Sciences of the State University of New York at Stony Brook ("SBU") and Fu Jen Catholic University, an educational corporation organized and existing under the laws of Taiwan, with its principal place of business located at 510 Chung Cheng Road, HsingChung, Taipei Hsien, Taiwan, ROC, for and on behalf of its College of Management ("FJU").

WHEREAS, SBU offers a variety of degree and other academic programs in the area of business management and administration ("Program") to the student community;

WHEREAS, SBU periodically desires to give its students the broader educational experience that is gained by exposure to the facilities and programs of academic institutions engaged in similar pursuits;

WHEREAS, FJU offers a variety of degree and other academic programs in the area of business management in Taiwan;

WHEREAS, FJU desires to cooperate with SBU to establish and implement, from time to time, one or more Programs involving the facilities, students and staff of SBU and the facilities, students and staff available to FJU;

WHEREAS, SBU and FJU wish to cooperate with each other by providing courses and administrative support services to representatives and employees of various business enterprises in Taiwan who are interested in pursuing the Masters Degree in Technology Systems Management with a concentration in Global Industrial Management offered by SBU;

WHEREAS, SBU and FJU desire to document the terms and conditions through which the Program will be offered by SBU in cooperation with FJU,

NOW, THEREFORE, in consideration of the mutual consideration and promises contained herein, it is hereby agreed that:

1. SBU shall:

- a. Review and evaluate for enrollment into the Program qualified applicants identified by FJU, in accordance with SBU's normal and customary admission standards. All academic decisions relating to eligibility, admission, continuation in and graduation from Program shall be made by SBU and the Department of Technology and Society. Relevant admission and matriculation guidelines are listed in Attachments 1, 2 and 3, attached hereto and made a part hereof:
 - A description of the eligibility and admissions requirements (Attachment 1)
 - A description of the Program (Attachment 2)
 - Teaching arrangement, learning platform and location (Attachment 3)
- b. After appropriate review, notify qualified applicants of their eligibility to enroll in the Program. SBU shall communicate directly with the individual applicants about matters relating to admission eligibility.
- c. Provide faculty to teach seven (7) Program courses. SBU shall provide copies of credentials for each Program faculty member to FJU. FJU may use the credentials for its internal purposes, and may submit this data to the Taiwan government when required.
- d. Provide a Program advisor who shall also serve as the coordinator of the SBU Program at SBU, as well as such support staff as necessary.
- e. On approval by the Department of Technology and Society, accept nine (9) FJU transfer credits for each student accepted into the Program, provided that such work also meets Program requirements. (EMP 504, EMP 524, EMP 525).
- f. Comply with all relevant federal and state rules and regulations, including, but not limited to copyright laws, visa requirements and the Export Controls Act, as well as relevant rules and regulations issued by the Ministry of Education in Taiwan, including, but not limited to copyright laws and visa requirements. SBU shall comply with applicable requirements of any accreditation authority and shall certify such compliance upon request by FJU.

2. FJU shall:

- a. Identify and recommend for enrollment into the Program qualified applicants, with the understanding that all final academic decisions relating to eligibility, admission, continuation in and graduation from Program shall be made by SBU and the Department of Technology and Society, based on the admission and matriculation guidelines listed in Attachments 1, 2 and 3, attached hereto and made a part hereof:
- b. Provide the administrative and technological services necessary to support the course offerings furnished under this Agreement, to individuals interested in pursuing an SBU

Masters Degree in Technology Systems Management in Taiwan.

- c. Recommend faculty to teach three (3) courses in the Program at FJU. All faculty recommended to teach in the Program must be approved by SBU. FJU will provide copies of credentials of such FJU faculty to SBU in a timely fashion.
- d. Serve as a conduit for payment of tuition and other fees associated with the Program, as required by Attachment 4 attached hereto and made a part hereof.
- e. Permit the authority responsible for accreditation of SBU's curriculum to inspect the services provided by FJU for the purpose of the educational experience.
- f. Comply with all relevant United States and New York State rules and regulations, including but not limited to, copyright laws, visa requirements and the Export Controls Act, as well as all the rules and regulations issued by the Ministry of Education in Taiwan, including, but not limited to, copyright laws and visa requirements. FJU shall also comply with applicable requirements of any accreditation authority and shall certify such compliance upon request by SBU.

3. Duration. This Agreement shall be effective from the date first set forth above until August 31, 2008, and may be amended, modified or renewed only by mutual written agreement.

4. Program Content The SBU Department of Technology and Society reserves the right to change, modify or amend course offerings, to ensure the continued improvement and enrichment of the Program.

5. Program Enrollment FJU and SBU agree that enrollment will be on a rolling basis with a proposed maximum of twenty-five (25) and a minimum of eight (8) students required for class participation. Enrollment of fewer than eight (8) in a given class shall give SBU the right to cancel that class.

6. Notification Any notice to either party must be in writing, signed by the party giving it, and be served either personally or by registered mail, addressed as follows:

SBU: Yacov Shamash, Dean
College of Engineering & Applied Sciences
100 Engineering
State University of New York at Stony Brook
Stony Brook, N.Y. 11794-2200

copy to:

James Fabian, Director
Procurement Department
State University of New York at Stony Brook
Stony Brook, NY 11794-6100

FJU:

Ming-Hsien Yang, Dean
College of Management
510 Chung Cheng Road,
HsingChung, Taipei Hsien,
Taiwan, ROC

7. Amendments Either party may request amendments to this Agreement. To become effective, each amendment shall be in writing and signed by authorized representatives of the parties. Oral representations of any officer, agent, or employee of FJU or SBU shall not alter, effect or modify any obligation of the parties set forth in this Agreement.

8. Force Majeure A delay in or failure of performance by either party that is caused by occurrences beyond the control of that party shall not constitute default hereunder, or give rise to any claim for damages.

9. Termination Either party may terminate this Agreement by written notice to the other party, submitted at least ninety (90) days before the next academic semester. Program participants may complete the degree program within a reasonable period of time following such termination. In the event of termination, FJU agrees to remit to SBU the tuition and fees collected by FJU from Program participants as set forth in Attachment 4.

10. Applicable Law This Agreement shall be interpreted according to the laws of the State of New York. FJU shall comply with all laws, rules, orders, regulations and requirements of federal, state and municipal governments applicable to the activities arising out of this Agreement, including the provisions contained in the standard State contract Exhibits A, A-1 & A-2 attached hereto and made a part hereof.

11. Entire Agreement This Agreement, together with its referenced attachments and exhibits, constitutes the entire agreement of the parties. All previous communications between the parties, whether written or oral, with reference to the subject matter of this Agreement, are hereby superseded.

STATE UNIVERSITY OF NEW YORK
AT STONY BROOK



James Fabian, Director
Procurement Department
State University of New York at Stony Brook
Stony Brook, NY 11794-6100

FU JEN CATHOLIC UNIVERSITY



Ming-Hsien Yang, Dean
College of Management
Fu Jen Catholic University