



Student Exchange Agreement

Chiang Mai University, Chiang Mai, Thailand

&

Chinese Culture University, Taipei, Taiwan

Chinese Culture University

College of Law

Into / From

Chiang Mai University

Faculty of Law

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Details

Date 30th September 2020

Parties

Name Chiang Mai University

Short form name CMU (Chiang Mai University)

Notice details Chiang Mai, Thailand

Contacts Ploykaew Porananond

Position Assistant Dean for International Relations, Faculty of Law

Contact email ploykaew.porananond@gmail.com

Name Chinese Culture University

Short form name CCU (Chinese Culture University)

Notice details Taipei, Taiwan

Contact Christina Tay

Position Director of International Exchange Affairs

Contact email christina@sce.pccu.edu.tw

Background

- A. Chiang Mai University (CMU) is an educational institution operating in the City of Chiang Mai, Thailand. The Faculty of Law of Chiang Mai University is increasingly moving towards internationalization through meaningful exchange of students, dual degree programs, internship programs, faculty exchange, internship programs, among others, at both the undergraduate and graduate levels.
- B. The Faculty of Law of Chiang Mai University would like to welcome any inbound student exchange from the College of Law of Chinese Culture University in the form of student exchanges in liaison to internship programs at both the undergraduate level of studies (LL.B.) and master of law (LL.M.).
- C. Chinese Culture University (CCU) is an educational institution operating in Taipei, Taiwan, R.O.C. The College of Law of CCU is increasingly moving towards internationalization through meaningful exchange of students, dual degree programs, internship programs, faculty exchange, internship programs, among others, at both the undergraduate and graduate levels.
- D. The College of Law of CCU would like to welcome any inbound student exchange from the Faculty of Law from CMU in the form of student exchanges in liaison to internship programs at the graduate level of studies, namely, Master of Laws (LL.M.).
- E. This student exchange agreement is a separate agreement from that signed between CMU and CCU with regards to the foreign student exchange agreement, in general.
- F. This agreement allows two (2) additional placements from/to CCU to/from CMU in the form of foreign student exchange and/or foreign student exchange in liaison to internship placement from the College/Faculty of Law at both institutions.
- G. This agreement falls under the category of which both CMU and CCU agree to accept up to two (2) intern placements per academic year into their respective College/Faculty of Law, of which tuition is waived by both universities for inbound students.
- H. This agreement also allows students from the Master of Laws (LL.M.) from CMU to enter through a foreign exchange program which may or may not be tied to an internship program.
- I. This agreement also allows students from both the Bachelor of Laws (LL.B.) from CCU as well as Master of Laws (LL.M.) from CCU to enter through a foreign exchange program which may or may not be tied to an internship program.
- J. This articulation allows two (2) students per academic year from CMU to enter CCU as a foreign exchange student.
- K. This agreement allows two (2) students per academic year from CCU to enter CMU as a foreign exchange student.
- L. To ensure the success of the internship agreement tied to a student exchange program, the implementation of an agreed upon system for the agreement and joint recognition of credits through a seamless procedure for credit transfer between the two institutions is essential. A formalized system for the student exchange programs will strengthen the present collaboration between senior academics and facilitate staff development, research, and administrative procedures in both universities.
- M. The intention is that the articulation of credits for the student exchange programs shall contribute to mutual competence building and increase the scope and depth of the collaboration between the two universities. The involvement of students is an important tool to achieve sustainability of collaboration in years to come.

1. Defined terms and interpretation

1.1 Defined terms

In this Agreement:

CMU means Chang Mai University.

Business Day means a day that is not a Saturday, Sunday, or public holiday in Chiang Mai, Thailand or Taipei, Taiwan, ROC.

Business Hours means from 9.00 am to 5.00 pm on a Business Day.

CCU means Chinese Culture University.

CCU Program means the full-time registered programs offered by CMU and registered on the Ministry of Education in Thailand.

CCU Semester means a semester starting in September of January/February of each calendar year.

Commencement Date means the date the last of the parties signs this Agreement which date appears under Details.

Student means a person (whether within or outside Thailand or Taiwan) who holds a student visa and is an 'overseas student'.

Semester means the duration of this Agreement specified in clause 2.1.

CMU Subject means a unit of study within a CMU Program.

CMU Program means the full-time registered programs offered by CMU and registered on the Ministry of Education in Thailand.

CMU Semester means a semester starting in July or November of each calendar year.

CMU Special Condition Semester means a semester that is offered by CMU to CCU under special conditions to CCU students intending to do an internship program at CMU, but is subordinated to the difference in semester systems between both universities. This CMU Special Condition Semester commences in July and ends in mid-September of each calendar year, specially catered towards CCU students into CMU for a special internship period in liaison to a foreign student exchange program.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or agreement includes the document or agreement as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Taiwan time;

- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) a reference to legal privilege includes legal professional privilege and client legal privilege;
- (i) including, includes and similar expressions, and the giving of examples, do not limit what else may be included; and
- (j) if a day for payment is not a Business Day, the payment is due on the next Business Day.

1.3 Headings

In this Agreement, headings are for ease of reference only and do not affect interpretation.

2. Term and termination

2.1 Term

This Agreement commences on the Commencement Date and continues for three years, with a three-year option to extend, or until it is terminated in accordance with this clause.

2.2 Termination without cause

This Agreement may be terminated without cause by either party giving 120 Business Days' notice to the other party.

2.3 Immediate termination

CMU and CCU may immediately terminate this Agreement by providing notice to the other party if the other party:

- (a) ceases to be accredited as a legal education provider or becomes unable to provide the relevant legal education courses allowing for the student exchange program to take place;

2.4 Termination for breach

If either party commits any other breach of this Agreement, then the aggrieved party may at its discretion issue a written notice to the other detailing the breach and requesting that the breach be rectified within 20 Business Days. If the aggrieved party is not satisfied that the breach has been so rectified then it may immediately terminate this Agreement by providing written notice.

2.5 Teach-out

If this Agreement expires or is terminated while Students are participating under this Agreement, then the parties must take all reasonable steps to ensure that such Students are not materially disadvantaged and the terms of this Agreement relevant to those Students will continue to apply.

3. Student Exchange Agreement

3.1 To Enter into CMU

- (a) CMU will process foreign student exchange applications from CCU for the CMU Special Condition Semester if applications are received at least 6 months prior to the beginning of July of the upcoming academic year.
- (b) Entry to the CMU Faculty of Law foreign exchange programs and/or in foreign exchange programs in liaison to internship programs at CMU will be dependent on the English Proficiency standards and requirements set by CMU in clause 4.
- (c) Courses that could be undertaken by CMU students during their foreign exchange programs and/or in foreign exchange programs in liaison to internship programs is outlined in Appendix 1. Appendix 1 is subject to change, and any changes will be informed in a timely manner.
- (d) If students have studied a subject, but not received results, the credit will only be applied on receipt of official confirmation from the institution.
- (e) All returning students from CCU to CMU will have their credits and grades entered into the CMU system upon return, and only after official receipt and confirmation from CCU.

3.2. To Enter into CCU

- (a) CCU will process foreign student exchange applications from CMU for the CCU Special Condition Semester if applications are received at least 6 months prior to the beginning of the following semester of an upcoming academic year.
- (b) Entry to the CCU College of Law foreign exchange programs and/or in foreign exchange programs in liaison to internship programs at CCU will be dependent on the English Proficiency standards and requirements set by CCU in clause 4.
- (c) Courses that could be undertaken by CCU students during their foreign exchange programs and/or in foreign exchange programs in liaison to internship programs is outlined in Appendix 2. Appendix 2 is subject to change, and any changes will be informed in a timely manner.
- (d) If students have studied a subject, but not received results, the credit will only be applied on receipt of official confirmation from the institution.
- (e) All returning students from CMU to CCU will have their credits and grades entered into the CCU system upon return, and only after official receipt and confirmation from CMU.

4. English language proficiency

- a) Students of CCU who wish to enroll in a CMU Faculty of Law foreign exchange and/or internship program must demonstrate prior to enrolment, and as part of the admission process, an overall IELTS (or equivalent English Language test) score of 5.0 .
- b) Students of CMU who wish to enroll in a CCU College of Law foreign exchange and/or internship program must demonstrate prior to enrolment, and as part of the admission process, an overall IELTS (or equivalent English Language test) score of 5.0 .
- c) Other equivalent English language proficiency tests may be also used as substitutes for the IELTS, but has to be at least equivalent to that of the IELTS requirements stated in clause 4(b).

5. Pricing

5.1 CMU Bachelor and Master of Laws in the Faculty of Law

- (a) There is a tuition fee waiver for all incoming students from CCU to CMU.
- (b) All incoming students from CCU to CMU will be expected to cover their own accommodation and all other personal expenses.
- (c) Students may be required by other regulations and government legislation to pay other compulsory fees in addition should conditions apply.

5.2. CCU Master of Laws in the College of Law

- (d) There is a tuition fee waiver for all incoming students from CMU to CCU.
- (e) All incoming students into CMU from CCU will be expected to cover their own accommodation and all other personal expenses.
- (f) Students may be required by other regulations and government legislation to pay other compulsory fees in addition should conditions apply.

6. Treatment of intellectual property

All Background, Project and Content Material Intellectual Property delivered during the CMU Master program remains the property of CMU.

7. Agreement performance management

The parties will communicate on a minimum six months in advance (calculated from the Commencement Date) either in person or by teleconference to review, measure, analyze and manage the parties' respective performance of their obligations and discuss any development, issues or problems, which enhance or hinder the Agreement's performance.

8. Additional responsibilities

8.1 CMU responsibilities:

- (a) All incoming students from CCU into CMU shall act in accordance with all requirements of the laws and regulations of Thailand in respect of matters occurring in Thailand.
- (b) Admission and operations matters relating to the CMU programs are subject to and generally subject to Thai law and university rules & regulations.
- (c) Ensure that students from CCU are welcomed to the CMU campus, and receive appropriate attention to assist them to maximize their student experience.
- (d) Provide an orientation program and provide assistance to students with locating accommodation.
- (e) With the written consent of the student, communicate academic or other difficulties to CCU.

- (f) Counsel and assist students who wish to enroll in CCU programs under the terms of this Agreement regarding the required entry criteria and facilitate such enrolments, as far as possible.
- (g) Cooperate with CCU in any area where students are inadequately prepared for their studies at CCU, and implement appropriate arrangements where necessary.
- (h) Ensure that CCU receives regular notices regarding any changes to the program/s.
- (i) Inform all students that compliance with CCU policies, rules and procedures is a requirement of their enrolment in a CCU Program.
- (j) Two intern placements will be allowed from CMU into CCU internship program either into the Bachelor of Laws (undergraduate school) or Master of Laws (graduate school) levels.
- (k) Determine each student's eligibility for entry to a CMU Program under this Agreement, and comply with all administrative procedures normally associated with the enrolment of international students.
- (l) Seek to ensure that students are, as far as reasonably possible, enrolled in a CMU Program that meets their educational requirements.
- (m) Keep CCU informed about CMU policies, rules and procedures relevant to students, and their progress.
- (n) For courses offered by CCU to CMU students, please refer to Appendix 1.

8.2 Chinese Culture University responsibilities:

- (a) All incoming students from CMU into CCU shall act in accordance with all requirements of the laws and regulations of Taiwan in respect of matters occurring in Taiwan.
- (b) Admission and operations matters relating to the CCU programs are subject to and generally subject to Taiwan law and university rules & regulations.
- (c) Ensure that students from CMU are welcomed to the CCU campus, and receive appropriate attention to assist them to maximize their student experience.
- (d) Provide an orientation program and provide assistance to students with locating accommodation.
- (e) With the written consent of the student, communicate academic or other difficulties to CCU.
- (f) Counsel and assist students who wish to enroll in CMU programs under the terms of this Agreement regarding the required entry criteria and facilitate such enrolments, as far as possible.
- (g) Cooperate with CMU in any area where students are inadequately prepared for their studies at CMU, and implement appropriate arrangements where necessary.
- (h) Ensure that CMU receives regular notices regarding any changes to the program/s.
- (i) Inform all students that compliance with CMU policies, rules and procedures is a requirement of their enrolment in a CMU Program.

- (j) Determine each student's eligibility for entry to a CMU Program under this Agreement, and comply with all administrative procedures normally associated with the enrolment of international students.
- (k) Seek to ensure that students are, as far as reasonably possible, enrolled in a CMU Program that meets their educational requirements.
- (l) Keep CCU informed about CMU policies, rules and procedures relevant to students, and their progress.
- (m) Two intern placements will be allowed from CMU into CCU internship program at the Master of Laws (graduate school) level.
- (n) The intern placements are attached with enrolment in law firms in Taipei, Taiwan that have a cooperative relationship with CCU.
- (o) Students from CCU will enter a foreign student exchange program based on the CMU Special Condition Semester from July to mid-September of an academic year.
 - i. This falls under the CMU Special Condition Semester meaning that students from CCU will have to apply 6 months before the term commences in July at CMU.
 - ii. This CMU Special Condition Semester commences in July and ends in mid-September, with specific dates to be noticed by applicants of CCU themselves.
 - iii. This CMU Special Condition Semester has been specially designed to cater towards students from CCU of the College of Law, who wish to do a foreign exchange program in liaison to an internship.
 - iv. Students choosing this alternative will pay their tuition at CCU at the next semester after the completion of their internship program at CMU in the Fall semester.
 - v. Students from CCU choosing this alternative will have their courses and grades approved and entered into the CCU system after completion of their internship program at CMU in the Fall semester.
- (p) CCU students who are graduating in the following semester of an academic calendar at CCU will not be allowed to participate in any internship program at CMU.
- (q) The current Thai academic regulation on internships or any other cooperative education is less regulated. Thus, there is no fixed internship hours for CCU interns.
- (r) CCU interns at CMU will be asked to fulfill a semester of internship work and submit a law report at the end of their internship program.
- (s) Two intern placements will be allowed from CCU into CMU's Center of ASEAN Transnational Studies, Faculty of Law, or other institutions with cooperative partnership with CMU.
- (t) The intern placements are attached with enrolment in the Cooperative Education course (6 university credits).
- (u) For courses offered by CCU to CMU students, please refer to Appendix 2.

8.3 Promotion and marketing

- (a) Both parties agree to market this Agreement; specifically, each party will promote this Agreement via their respective websites and other social media, and to their respective alumni.
- (b) Each of CMU University and CCU recognizes and acknowledges that the other is the sole owner of its name, logo, marketing collateral and trademarks (collectively, "Marks") and has the right of exclusive use and control. Each party grants a royalty free, non-exclusive license to the other to use the Marks for the purposes of this Agreement.
- (c) At the expiry or cessation date of this Agreement, all "Marks" of the other shall be either returned, or removed from public circulation if in electronic form such as logos on a website. The license granted automatically terminates when this Agreement expires.

9. Dispute resolution

9.1 Dispute

Any dispute, controversy or claim arising out of or relating to this Agreement or its breach, termination or alleged invalidity ('Dispute') will be dealt with in accordance with this clause.

9.2 Notice of dispute

The Party claiming that a Dispute exists will give the other Party written notice of such Dispute together with details of that Dispute.

9.3 Negotiation between the parties

If the Parties do not settle a Dispute within twenty Business Days of receipt of the notice, it will be referred to each Party's chief executive officer or their delegate who will negotiate in good faith to resolve the Dispute.

9.4 Referral to mediation

If the Dispute is not resolved by the chief executive officers or their delegates within twenty Business Days or, if one Party refuses to participate within ten Business Days of being asked to do so, the Dispute shall be resolved by mediation in accordance with the mediation rule of a third party arbitration court or center. The mediation shall take place in an agreed location.

9.5 Referral to arbitration

If the dispute has not been settled pursuant to the said clauses within forty Business Days from the date of referral to a third party arbitration court or center, or other agreed time, the dispute shall be resolved by arbitration. The language of the arbitration shall be English. The number of arbitrators shall be one.

9.6 Arbitration shall be final and binding

Any arbitration shall be final and binding on the Parties, including any award as to costs.

9.7 Interlocutory relief

Nothing in this clause shall prevent any Party from seeking urgent interlocutory relief.

10. Notices and other communications

10.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (Notice) must be:

- (a) in writing and in English directed to the recipient's address for notices specified in the Details, as varied by any notice; and
- (b) hand delivered or sent by prepaid post to that address.

10.2 Effective on receipt

A Notice given in accordance with this clause takes effect when received (or a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery; or
- (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from outside Thailand or Taiwan) but if the delivery or receipt is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the Business Day after that delivery or receipt.

11. Miscellaneous

11.1 Alterations

This Agreement may be altered only in writing signed by each Party.

11.2 Approvals and consents

Except where this Agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement without prejudice.

11.3 Assignment

A Party may only assign this Agreement or a right under this Agreement with the prior written consent of each other Party.

11.4 Costs

Each Party must pay its own costs of negotiating, preparing and executing this Agreement.

11.5 Survival

Any provision by its nature intended to survive termination of this Agreement survives termination of this Agreement.

11.6 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

11.7 No merger

The rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

11.8 Entire agreement

This Agreement constitutes the entire Agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

11.9 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and the transactions contemplated by it.

11.10 Severability

A provision or part of a provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions or parts of the provision of this Agreement continue in force.

11.11 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

11.12 Indemnity

Each of CCU and CMU, to the extent permitted by law, indemnifies the other party against any loss arising in connection with any breach of this Agreement. Each party's liability will be reduced to the extent that any such loss was caused or contributed to by any negligent act or omission by the other party.

11.13 Relationship

Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

11.14 Announcements

A public announcement in connection with this Agreement or a transaction contemplated by it must be agreed by the Parties before it is made, except if required by law or a regulatory body (including a relevant stock exchange).

11.15 Governing law and jurisdiction

- (a) This Agreement is governed by the laws of Taiwan for inbound students coming from CMU.
- (b) This Agreement is governed by the laws of the Kingdom of Thailand for inbound students coming from CCU.

Signing page

EXECUTED as an Agreement.

SIGNED on behalf of

Chinese Culture University

On the 1st of September 2020



Signature

Wang, Chih-Cheng

Dean

College of Law

Date: Oct. 21, 2020

SIGNED on behalf of

Chiang Mai University

On the 1st of September 2020



Signature

Asst. Prof. Dr. Pornchai Wisuttisak

Dean

Faculty of Law

Date: Oct. 21, 2020.

Appendix 1

SUGGESTED CURRICULUM FOR FOREIGN EXCHANGE STUDENTS SEEKING INTERNSHIP INTO CMU FROM CCU

Approved Credit Transfer as of Calendar Year 2021 onwards
(unless otherwise notified)

FROM Chinese Culture University

INTO Chiang Mai University

Faculty of Law

Students from **Chinese Culture University**,
upon successfully completing the internship program
at **Chiang Mai University**
will be entitled to the following credit towards;

A. Bachelor of Laws

- Law and Society in Southeast Asia
- ASEAN Law
- Environmental Law
- International Environmental Law
- Cyber Law
- Chinese Law
- Public International Law

B. Master of Law

- Selected Legal Topic (Subject to availability)
- Exchange students are expected to undertake at least one subject (3 university credits)

C. Internship hours

- Internship hours per student is from a minimum of 36 hours to 76 hours per semester.

Appendix 2

SUGGESTED CURRICULUM FOR FOREIGN EXCHANGE STUDENTS SEEKING INTERNSHIP INTO CCU FROM CMU

Approved Credit Transfer as of Calendar Year 2021 onwards
(unless otherwise notified)

FROM Chiang Mai University

INTO Chinese Culture University

College of Law

Students from **Chiang Mai University**,
upon successfully completing the internship program
at **Chinese Culture University**
will be entitled to the following credit towards;

A. Fall Semester of Each Academic Calendar Year:

- **Course Name:** Practical Skills of Legal Major (1)
- **Internship hours:** Depends on the law firm, normally it's from 36 to 76 hours per semester.

B. Spring Semester of Each Academic Calendar Year:

- **Course Name:** Practical Skills of Legal Major (2)

C. Internship hours

- Internship hours per student is from a minimum of 36 hours to 76 hours per semester.