Supplemental Agreement to Establish a Fu Jen-Georgetown Accelerated Degree Program in Mathematics and Computer Science

Building on the framework outlined in the Agreement of Cooperation, dated as of April 5, 2012, between Georgetown University ("Georgetown") and Fu Jen Catholic University ("Fu Jen, the two universities hereby agree to establish an Accelerated Degree Program in Mathematics and Computer Science (the "Accelerated Degree Program"). This document describes the supplemental agreement (the "Supplemental Agreement") between the two parties on the Accelerated Degree Program, which is elaborated as follows.

1. The Program.

- 1.1. Covered by this Supplemental Agreement. This Supplemental Agreement sets forth the terms pursuant to which Fu Jen and Georgetown shall work together with respect to the Accelerated Degree Program, which will enable qualified students enrolled in the Fu Jen BS in Mathematics ("Math"), Statistics and Information Sciences ("SIS"), and Computer Science and Information Engineering ("CSIE"), and Electrical Engineering ("EE") programs to pursue an MS degree in Georgetown's Departments of Mathematics and Computer Science. The Accelerated Degree Program strives to foster academic exchange and cooperation between the two institutions.
- 1.2. Selection of Candidates. Upon enrollment in the Fu Jen Math, SIS, CSIE, and EE BS programs, Fu Jen will provide information to its students on the Accelerated Degree Program. While completing courses towards their BS degree at Fu Jen, interested students will take TOEFL and GRE exams during the first two and half years of their study at Fu Jen. By the end of the fifth semester, interested students will apply to Fu Jen and Georgetown for selection to the Accelerated Degree Program. Admission to Georgetown is at the sole discretion of the Graduate Admission Committee of the Georgetown Mathematics and Computer Science Departments. Fu Jen candidates are expected to meet all the standard admission requirements for non-US students, except that under the Supplemental Agreement, students from Fu Jen will be allowed to apply to Georgetown's graduate program in Mathematics or Computer Science in their junior years, without first completing their BS degree at Fu Jen. Under the Accelerated Degree Program, coursework taken at Georgetown MS programs will be double-counted towards the students' BS degree at Fu Jen and MS degree at Georgetown.
- 1.3. <u>Financial Arrangement</u>. Students in the Accelerated Degree Program shall be responsible for paying the then-current tuition for a Masters of Science degree in Mathematics or Computer Science directly to Georgetown. Each student shall also be responsible for all costs related to living and traveling to Washington DC during their studies at Georgetown. At no point shall the Georgetown Graduate School and Georgetown College be obligated to identify or provide funding to students under the Accelerated Degree Program.
- 1.4. The Georgetown MS Program. The selected Fu Jen students should start their MS studies at Georgetown in the Fall semester of their senior year upon being admitted by Georgetown and approved by Fu Jen. Once enrolled at Georgetown, students shall be subject to all policies, rules and regulations relevant to graduate study at Georgetown. It is expected that students will complete the Georgetown MS degree portion of the Accelerated Degree Program in residence at Georgetown within two years. An MS degree

from Georgetown and a BS degree from Fu Jen shall be conferred to the students upon their successful completion of both Fu Jen Math, SIS, CSIE, or EE Undergraduate Program requirements and the Georgetown Mathematics/Computer Science Graduate Program requirements.

- 1.5. <u>Number of Students</u>. The number of students enrolled into the Accelerated Degree Program shall not exceed four per year during the first four years of the Program.
- 1.6. <u>Management of the Program</u>. The Accelerated Degree Program shall be managed by the Chairs for Graduate Studies in the Math, SIS, CSIE or EE at Fu Jen and Mathematics/Computer Science Departments at Georgetown.

2. Term and Termination.

- 2.1 Effective Period. This Supplemental Agreement shall become effective when it has been signed by the relevant authorized signatories of Georgetown University and Fu Jen University; approved by the Deans of Graduate School and Georgetown College, Georgetown University and by Deans of College of Science and Engineering and College of Management, Fu Jen University. This Supplemental Agreement is valid for a period of five years from the effective date and may be renewed before the expiration date upon the written consent of both parties.
- 2.2 <u>Termination</u>. If either party fails to fulfill the material terms and conditions of this Supplemental Agreement, the other party has the right to terminate the Supplemental Agreement immediately upon written notice to the other. This Supplemental Agreement may also be terminated at the sole discretion of either party as long as the terminating party provides the other party six (6) months' written notice. Upon any such termination, students already participating or accepted to participate in the Accelerated Degree Program pursuant to this Supplemental Agreement shall be permitted to complete those programs, and the applicable terms of this Supplemental Agreement shall continue to govern their participation.
- 2.3 Force Majeure. If the performance of this Supplemental Agreement is prevented or delayed by an event of force majeure, including, but not limited to, acts of war, acts of terrorism, civil unrest, fire, flood, earthquake or other natural disaster, blockades or embargoes, strikes or work stoppages, governmental action (i.e., regulation, decree, denial of visas), or any other event customarily accepted in similar international transactions as an event of force majeure not reasonably within its control, either party has the option to terminate this Supplemental Agreement and cancel the Accelerated Degree Program.
- 3. Names. Any use by Fu Jen or Georgetown of names or marks of the other in marketing materials for this Accelerated Degree Program must first be approved in writing by the appropriate representatives from both parties.
- **4. Notice**. Any notice required under this Supplemental Agreement shall be in writing and may either be given by personal delivery or sent by overnight mail addressed to the following:

FOR GEORGETOWN: Chair, Department of Mathematics Chair, Department of Computer Science Georgetown University Washington, D.C. 20057 With a copy to:
Office of University Counsel
Georgetown University
202 Healy Hall, Box 571246
37th & O Streets, NW
Washington, D.C. 20057

FOR FU JEN:

Chair, Department of Mathematics
Chair, Department of Computer Science and Information Engineering
Chair, Department of Statistics and Information Science
Chair, Department of Electrical Engineering
College of Science and Engineering
Chair, Department of Statistics and Information Science
College of Management
Fu Jen Catholic University
No.510, Zhongzheng Rd., Xinzhuang Dist.,
New Taipei City 24205, Taiwan, R. O. C.

With a copy to:
Office of International Education
Fu Jen Catholic University
No.510, Zhongzheng Rd., Xinzhuang Dist.,
New Taipei City 24205, Taiwan, R. O. C.

5. Compliance with Law.

- 5.1 <u>Licensure/Non-profit Status</u>. The parties shall not do anything that would jeopardize Georgetown's licensure, accreditation, federal, state or local tax exemptions (including, without limitation, Georgetown's non-profit status under Section 501(c) (3) of the Internal Revenue Code of the United States) or eligibility for financial assistance from the United States government. Notwithstanding the other provisions of this Supplemental Agreement, if, in its sole discretion, Georgetown believes that its participation in the Accelerated Degree Program may jeopardize any of the aforementioned licenses, accreditations or eligibilities, Georgetown shall have the right to terminate this Supplemental Agreement immediately.
- 5.2 Non-discrimination Clause. The parties to this Supplemental Agreement shall comply with all applicable laws regarding affirmative action and equal opportunity in fulfilling the Supplemental Agreement and shall not discriminate against any person or group of persons on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, political affiliation, genetic information, gender identity or expression, source of income, disability, veteran status, or any other basis protected by law.

6. Miscellaneous.

- 6.1 Governing Law. This Supplemental Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, exclusive of choice of law statutes. Any dispute arising out of this Supplemental Agreement shall be resolved exclusively by the courts located in the District of Columbia, U.S.A. Fu Jen hereby consents to, and agrees not to challenge at any time, the jurisdiction and venue of said courts.
- 6.2 Representations and Warranties. Each party warrants that, as of the date hereof: (i) it is duly authorized and existing under the laws of its respective jurisdiction and is in good standing under the applicable laws of such jurisdiction; (ii) it has the corporate authority and power to enter into this Supplemental Agreement; and (iii) the person(s) executing this Supplemental Agreement on behalf of the party is fully authorized to do so.

For Georgetown University	For Fu Jen Catholic University
Ophir Frieder, Chair Date 5 Department of Computer Science	Nanping Yang, Chair Date Department of Mathematics 1/25/2013
James Sandefur, Chair Date	Kuo-Hua Wang, Chair Date Department of Computer Science and Information Engineering Kuo-Kua Wang 7/55/5013
	Kuan-Jen Lin, Chair Date Department of Electrical Engineering Vuan Jun Jun 7/15/1013
	Te-Hsin Liang, Chair Date Department of Statistics and Information Science Te-Hsin Liang 7/29 /2013
Department of Mathematics	1e- Kin wang 1/2/1/2013
Sterry Mara, Dean Date Graduate School	Jeng-Tay Yuan, Dean, Date College of Science and Engineering 2/25/20/3
Graduate School	Michael Tian-Shyug Lee, Dean Date
Chester Gillis, Dean Date Georgetown College	College of Management Althour College of Management Althour College of Management Althour College of Management