

**Double Degree Agreement between College of Law, National Taiwan University, Taiwan and
Graduate School of Law, Kyushu University, Japan**
九州雙聯學位合約

A. Structure of the Program

Article 1: Aim of the Agreement

The Program developed and organized jointly by College of Law, NTU and Graduate School of Law, KYU leads to two (2) recognized Master's degrees, one from the student's home university (hereinafter the "Home University") and one from the other Party (hereinafter the "Host University").

由國立臺灣大學法學院和九州大學法科大學聯合開設的計畫將授予兩個正式碩士學位，一個來自學生所在的母校(以下稱「本校」)，另一個來自另一方(以下稱「九州大學」)。

Article 2: Award of Degrees

Each student seeking double degree (hereinafter individually the "DD Student") who satisfactorily meets the academic requirements for the award of the degree under the Program shall receive a Master's degree from the respective Party. The degrees expected to be granted under the Program by KYU will be a *Master of Laws (LL.M.)* and by NTU a *Master of Laws*.

符合該計畫所需之學術要求，並完成雙學位之學生(以下稱為「雙學位學生」)將可獲得來自兩院校之碩士學位。其中，九州大學頒發法學碩士(LL.M.)學位，國立臺灣大學頒發法學碩士學位。

Article 3: Number of Students

Each year the number of the DD Students for the Program at each Host University shall not exceed five (5) respectively.

本計畫的雙學位學生人數兩院校各不得超過五名。

Article 4: Period of the Program

Commencement of the Program is in April or October at KYU and September or February at NTU. The DD Student who intends to obtain a degree under the Program shall enroll at KYU in April or October and NTU in September or February respectively. In principle, the studies at the both Parties under the Program will have normal duration of two (2) academic years (hereinafter referred to as the "Normal Duration"), and this two (2) academic years of studies will be divided as one (1) academic year at the home Party and (1) academic year at the Host University, on a full-time basis, according to the study plan agreed by the Parties.

本計畫在臺灣大學始於九月或二月；在九州大學則是四月或十月。欲透過本計畫取得學位的雙學位學生應分別在四月或十月在九州大學；九月或二月在臺灣大學註冊。原則上，該計畫會在兩學年(以下稱「合理期限」)內進行，學生將依雙方共擬出之學習計畫，在本校和九州大學各進行一學年的全職學習。

B. Selection of the DD Students

Article 5: Required Documents and Deadline for Application

1. The deadline for filing the application to NTU for nomination to study at KYU in the coming April is the last day of the first week of October. The evaluation and recommendation by NTU shall be completed and the result shall be submitted to KYU by the last day of the first week of November.

申請入學至九州大學並於翌年四月入學之截止日期為十月份的第一週的最後一天。臺灣大學的評估和推薦應於十一月第一週的最後一天前完成，並提交予九州大學。

2. The deadline for filing the application to NTU for nomination to study at KYU in the coming October is the last day of the first week of April. The evaluation and recommendation by NTU shall be completed and the result shall be submitted to KYU by the last day of the first week of May.

申請入學至九州大學並於翌年十月入學之截止日期為四月第一週最後一日，由臺灣大學進行審查及推薦作業，並於五月第一週最後一前提交推薦名單予九州大學。

5. The required documents for the application must include a completed copy of any relevant application form, a curriculum vitae, a transcript of the student's academic records (undergraduate or graduate), a study plan, and a letter of confirmation from the Home University stating that the applicant (student) has been nominated for the Program.

申請所需文件必須包括相關申請表之副本、個人簡歷表、學歷成績單(本科或研究生)、學習計劃書，及本校出具之學生獲選為本計畫參加者之提名函副本。

6. The Host University will inform the Home University and the DD Student its academic requirements, including, but not limited to, the number of the required credits and thesis requirements to obtain the degree at the Host University under the Program by the day of one (1) month prior to the deadline for submission of applications to each Host University set for herein.

九州大學須於招生截止日前三個月前公告其學術要求，包括但不限於完成本計畫所需之學分數及論文要求等。

Article 6: Selection & Eligibility

1. Students intending to participate in the Program under this Agreement shall first be nominated by the Home University (hereinafter the "Nominated Student") through verification of its application mentioned above.

學生如欲參加本計畫，須先由本校提名(以下稱「提名學生」)，且上述申請需經驗證。

3. The Nominated Student from NTU must comply with the following admission requirements to be eligible to participate in the Program:

來自臺灣大學的提名學生需符合以下入學要求，始符合參加本計畫課程之資格：

- An undergraduate degree in Law (or, if the Nominated Student intends to enter the *BiP* program at KYU, an undergraduate degree in Japanese/East Asian Studies);
擁有法學學士學位(如果被提名學生欲加入KYU的BiP計劃，則需要擁有日本/東亞研究學士學位)；
- A good command of English; TOEFL score of 213+ (computer-based), 550+ (paper-based), or 79+ (internet-based) or equivalent for non-native English speakers;
具備良好的英語能力；非英語母語學生之TOEFL成績需要達到213+(電腦測試)、550+

(紙筆測試)或79+(網絡測試)或具有相當程度的英語能力;

- Sufficient financial support for the duration of the Program at the Host University; and 具備足夠的財務支持以負擔在九州大學學習期間的開銷;
- In addition, if the Nominated Student intends to enter the *BiP* Program at KYU, a good command of oral, written and reading Japanese. (Although there is no formal Japanese language requirement for *BiP*, an interview will be conducted with all candidates to ensure that students have the ability to fully participate in courses taught in Japanese. In addition, the candidates will be obliged to submit a personal statement written in Japanese as part of the application process.)

此外, 如果被提名學生打算進入KYU的BiP計劃, 需要良好的日語口說、書寫和閱讀能力。(雖然BiP沒有正式的日語要求, 但所有候選人都會接受面試, 以確保學生有能力全程參與日語授課課程。此外, 候選人還需要提交一份用日語撰寫的個人陳述作為申請過程的一部分。)

6. The final approval of the Host University for the DD Student will be based on the following criteria:

九州大學將基於以下標準對計劃申請學生做最終篩選:

- Previous academic performance; 過去學業表現;
- Workability of study plan; and 學習計劃的可行性; 以及
- English or other language proficiency to complete the Program. 完成該計劃所需的英語或其他語言能力。

7. After the final approval of the Host University, an acceptance letter should be posted by the Host University to the successful Nominated Student and the Home University.

經最終批准後, 九州大學應向成功被提名的學生和本校寄發錄取通知書。

C. Study at the Host University

Article 7: Period of Study and Degree from the Host University

1. The DD Student from NTU (hereinafter the “NTU DD Student”) will follow the rules below, depending on whether such NTU DD Student enters KYU in April or October.

台大的雙學位學生, 將根據進入九州大學的時間, 分別遵守以下規則。

- a. The NTU DD Student who enrolls in September will spend one semester in NTU before moving to KYU in April of the following calendar year and will spend one full year (two semesters) at KYU. The NTU DD Student will complete all program requirements during the period of study at KYU then return to NTU for thesis submission and examination, and, if necessary, an optional extension.

九月入學的雙學位學生將先於台大度過一個學期, 後在翌年四月轉到九州大學, 並在九州大學度過一整年(兩個學期)。雙學位學生將在九州大學學習期間完成所有課程要求, 並返回台大提交和審查論文, 必要時可選擇延長。

- b. The NTU DD Student who enrolls in September and spends one year in NTU before moving

to KYU in October of the following calendar year will spend one full year (two semesters) at KYU. The NTU DD Student will complete all program requirements during the period of study at KYU then return to NTU for thesis submission and examination, and, if necessary, an optional extension.

九月入學的雙學位學生，在台大度過一年之後，將在翌年十月轉到九州大學，並在九州大學度過一整年（兩個學期）。雙學位學生學生將在九州大學學習期間完成所有課程要求，然後返回台大提交和審查論文，必要時可選擇延長。

3. To obtain a degree from the Host University, the DD Student will prepare a Master's thesis and take an oral examination, according to Article 11, during the period of study at the Host University.

依據第11條的規定，欲取得九州大學的學位，雙學位學生需在九州大學學習期間撰寫碩士論文並通過口試。

Article 8: Transcripts Report and Credits Recognition

1. The Host University shall communicate to the Home University an academic transcript for each DD Student immediately after the period of study at the Host University.

九州大學在雙學位學生修完課程後會立即將學生成績單寄送給台大。

2. Both Parties agree to recognize the credits obtained by the DD Student at the Host University in the awarding of the degree by the Home University, subject to their respective internal rules and regulations.

雙方同意依台大內部規則和法規授予學位時，承認雙學位學生在九州大學所獲得的學分。

Article 9: Assistance for DD Student

1. The Host University shall provide the DD Student from the other Party with necessary logistical support, including visa assistance according to Article 13, and, shall assist such DD Students in finding adequate accommodation on or near the campus.

雙方大學應為另一方的雙學位學生提供必要的後勤支援，包括第13條提及之簽證協助，並協助這些雙學位學生尋找在校園內或附近的適當住宿。

2. Each Host University shall ensure that the DD Student from the other Party complies with regulations for health insurance at the Host University. Any insurance fee to be paid covering the period of living in the host country shall be borne by the DD Student.

雙方大學都應確保來自對方之雙學位學生應遵守該大學的健康保險規定。在該國生活期間的任何保險費用均由雙學位學生負擔。

D. Degree from the Home University

Article 10: Degree from the Home University

1. To obtain the Master's degree from the Home University, the DD Student will prepare a Master's thesis and take an oral examination as the thesis defense, according to Article 11, after returning from the Host University.

為了從本校取得碩士學位，雙聯碩士生需要在回到本校後，按照第11條的規定準備碩士論文並進行口試（即論文答辯）。

2. When the DD Student has successfully obtained the degree from the Home University, the Home University shall inform that to the Host University immediately through the Contact Person (defined in Article 18) of both Parties.

當雙學位學生已成功地從本地大學取得學位時，本地大學應立即透過雙方聯絡人(定義見第18條)通知該消息給對方學校。

E. General Provisions of the Program

Article 11: Thesis and Oral Examination

1. The DD Student shall prepare a Master's thesis for both Home University and the Host University, which satisfies the requirements of each of them.

雙學位學生應該為本校和駐校大學分別準備碩士論文，以符合兩所大學的要求。

2. The thesis for the Master's degree from NTU may be written in Chinese, Japanese or English.

台大碩士學位的論文可以用中文、日文或英文撰寫。

3. The thesis for the Master's degree from KYU may be written in Japanese or English according to the program requirement of KYU.

九州大學碩士學位論文可以根據該計畫的要求使用日文或英文撰寫。

4. The topic and content of the Master's theses may be related.

兩碩士論文之題目及內容得互有關聯。

5. The oral examination shall be conducted in the way as required by the Party where it takes place.

口試應依舉行方要求進行。

Article 12: Fees and Other Rights and Privileges

1. The DD student will remain enrolled at the Home University and pay tuition and other related fees to the Home University during the Normal Duration. The Host University shall waive application and examination fees, registration fees and tuition fees for the DD Student during the Normal Duration.

雙學位學生期間內仍需於本校註冊，並支付學費及其他相關費用。在此期間，九州大學應免除雙學位學生的申請費、考試費、註冊費及學費。

2. The DD Student will be responsible for travel costs to the Host University and living costs during its stay, including accommodation, books, equipment, consumables, language tuition prior to the commencement of coursework (where necessary), health and travel insurance, student union fees (if applicable) and other personal expenses arising from the Program.

雙學位學生前往九州大學的旅費、住宿費、課程材料費、設備費、耗材費、必要的語言學習費用、開始修課前的健康及旅遊保險費用、學生會會費(如有適用)，以及其他因該計畫所產生的個人費用，均由雙學位學生負擔。

3. Both Parties shall affirm and agree that the DD Student will be entitled to the same rights and

privileges and subject to the same rules, policies, penalties and discipline as other enrolled students at the Host University.

雙方確認並同意，雙學位學生將享有與於九州大學註冊的其他學生相同的權利和特權，並遵守相同的規則、政策、懲罰和紀律。

Article 13: Visa

Both Parties will ensure that each DD Student will be responsible for obtaining a proper student visa in a timely manner, although the Host University will directly assist in any visa application. The cost for obtaining the visa shall be borne by the DD Student.

雙方保證每位雙學位學生都要負責及時取得合法的學生簽證。九州大學將直接協助處理任何簽證申請事項，而簽證費用將由雙學位學生負擔。

Article 14: General Obligations of DD Student

1. Upon completion of all the required coursework, research project, written thesis, and any other work necessary to satisfy the requirements of the Program at the Host University, the Home University ensures that its DD Student will return to the Home University.

當完成在九州大學所要求的所有課程、研究項目、論文以及任何其他滿足該計劃所需之工作後，本校將確保雙學位學生返回本校。

3. The DD Student will remain enrolled at the Home University and will not be accepted for enrolment as a candidate or student for any other degree than the Master of Laws at the Host University.

雙學位學生將繼續於本校註冊，且不得以其他學位候選人或學生身分，就讀或註冊於九州大學的任何其他學位。

Article 16: Program Implementation & Management

1. The implementation and management of the Program will be the responsibility of the Steering Committee comprising two (2) representatives from each Party (hereinafter the “Steering Committee”).

實施和管理該計劃的責任將由兩院校各(2)名代表組成的指導委員會(以下簡稱“指導委員會”)負責。

2. The Steering Committee shall perform the following functions:

指導委員會應負責以下事項

- Curriculum design;
課程設計
- Planning of credit transfer scheme;
擬定學分轉移計劃
- Quality assurance;
品質保證
- Mutual recognition of courses; and
兩院校對課程之共識，及
- Dispute resolution between the Parties.
兩院校間之紛爭解決。

Article 17: Terms of Agreement

1. This Agreement shall come into effect on February 22, 2021 and valid for five (5) years. This Agreement may be extended for further periods of five (5) years by mutual consent of the Parties in writing six (6) months prior to the expiration of initial period.

本協議自2021年2月22日生效，有效期為五年。在到期前六個月，雙方得以書面形式同意再延長五年。

2. Either Party may terminate this Agreement by written notice given six (6) months in advance to the other Party, notwithstanding all commitments already in progress shall be fulfilled.

任何一方均可提前六(6)個月以書面通知對方終止本協議，但仍須履行已為之所有承諾。

3. Any termination shall not affect any right which either Party has accrued up to and on the termination date. Both Parties will co-ordinate and make arrangements for the DD Students to be able to finish their studies under the Program.

任何終止均不影響任何一方在終止日期之前已經獲得的權利。雙方將協調並安排，使雙學位學生能夠在該計劃下完成其學業。

Article 18: Notices

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English and delivered personally or sent by registered or certified air mail or by courier or fax (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below (the "Contact Person"):

每一份通知、請求或其他根據本協議要求或允許提供的通訊均應以書面形式進行，並以英文書寫。且須透過親自交付或通過掛號或認證空郵、快遞或傳真(對方應發回確認)等方式寄送給以下各方(「聯繫人」)：

To KYU Law: The Graduate School of Law

Attention: Dean, the Graduate School of Law

Fax no: +81-92-802-6321

Tel no: +81-92-802-6390

Article 19: Miscellaneous

1. Amendments or changes to this Agreement shall be made in writing and signed by the duly authorized representatives of both Parties.

本協議的修改或更動必須以書面形式進行，並由雙方的授權代表簽署。

4. Any dispute arising out of this Agreement will be resolved in an amicable manner by the Steering Committee.

任何因本協議而起的爭議將由指導委員會以友好協商的方式解決。

5. Neither of Parties will be liable for failure or delay in performing obligations set forth in this Agreement and no Party will be deemed in breach of its obligations hereunder, if the failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party, including,

without limitation, a case in which the other Party reasonable believes that it is impossible or impractical to continue performing the obligation defined in this Agreement (hereinafter referred as the “Force Majeure”). If the Force Majeure occurs, the Party will negotiate in good faith a mutually satisfactory resolution.

雙方任一方因不可抗力或其他合理原因而未能履行本協議所規定之義務，並因此未能或延遲履行本協議義務，不被視為違反本協議，並且毋須因此承擔任何責任。不可抗力包括但不限於自然災害等，若發生不可抗力事件，雙方將誠信協商，共同尋求解決方案。