



AGREEMENT

on a PhD Scholarship Programme

between

The **Ministry of Education, Republic of China (Taiwan)**, hereinafter referred to as the "MOE", represented by its Director General, Mr Andy Cheu-An Bi of the Department of International and Cross Strait Education,

and

The **Ecole polytechnique fédérale de Lausanne, EPFL**, CE 3 316, Station 1, CH-1015 Lausanne (Switzerland), hereinafter referred to as the "EPFL", represented by its Vice President for Education, Professor Pierre Vanderghyest, and its Vice President for Research, Professor Andreas Mortensen,

hereinafter collectively referred to as the "Parties" or individually referred to as a "Party";

Whereas, the MOE would like to support students from Taiwan, Penghu, Kinmen and Matsu of outstanding talent to undertake PhD studies at the EPFL;

Whereas, the Parties have agreed on the principle of jointly selecting and jointly funding EPFL PhD candidates from Taiwan, Penghu, Kinmen and Matsu;

Whereas, the EPFL signs this agreement in its autonomous capacity to conclude conventions (art. 3 al. 2 and art. 5 of the Swiss Federal Act on the Federal Institute of Technology);

It is agreed as follows;

Article 1

Up to five (5) MOE scholarships may be awarded each year in all fields of study except Clinical Medicine or any other course of study that may be subject to clinical fees.

Article 2

Applicants should be new applicants for PhD studies at the EPFL; students already registered for a PhD at the EPFL are not eligible for this scholarship.

Article 3

The total costs of each scholar's salary will be equally divided between the MOE and EPFL, including the associated social security contribution of the employer (EPFL), which is around 16% of the gross PhD salary. The indicative cost for the MOE will be approximately 31,000 CHF per year for each scholar enrolled in a PhD programme. Each scholar who is selected under this Agreement will receive a regular EPFL PhD employment contract.

Article 4

Each scholarship is for a period of four (4) years renewed from year to year. The scholar's progress is assessed regularly, following the regular procedures in place at the EPFL Doctoral School. If a scholar's progress is considered unsatisfactory by the EPFL, the scholar may forfeit their registration at the doctoral school, and their employment contract may be terminated with immediate effect, in accordance with the regular rules and regulations in place at the EPFL.

Article 5

Applicants must apply to the MOE before the scholarship application deadline stated in the scholarship announcement that is issued by the MOE. The MOE will initially select candidates who are eligible to receive a scholarship, and by February 1 each year, the MOE will inform these candidates that they should apply to the EPFL in accordance with its standard entry procedures and related regulations by February 14. At the same time, i.e. by February 1 each year, the MOE will provide the EPFL with a file of information on each candidate.

The EPFL will then select the candidates who it considers suitable scholarship recipients, and each selected candidate and the EPFL will look for a suitable thesis supervisor. If a supervisor is found by the middle of April, the candidate will be eligible to receive a scholarship. The EPFL will notify the MOE of the name of each successful candidate and the name of their thesis supervisor and the MOE will announce the scholarship list. The successful candidates normally start their 4-year PhD studies before September 1 of the same year.

Article 6

The MOE will be responsible for the administration of the scholarship programme on their side, and EPFL will be responsible for the administration of the scholarship programme at the university. EPFL will be responsible for the payment of the scholar's salary and will submit an annual invoice to the MOE for its contribution. The MOE's share of the costs will be transferred to EPFL through the MOE's office abroad, namely the Education Division of the Taipei Representative Office in Germany.

Article 7

The scholarship programme will commence on September 1, 2018 and run for five (5) years: from September 1, 2018 to August 31, 2023. The scholarship programme will be reviewed annually, and it may be renewed if both Parties agree to such a renewal. The Agreement may be terminated by either Party for any reason on or before September 1, each year. If this Agreement is terminated or expires, the Parties will continue to fund the salaries of all scholars who have already started their PhD studies at the EPFL and of all scholars who have received a scholarship notice from EPFL and the MOE, in accordance with Article 3 of the Agreement until the completion of their scholarships.

Article 8

Research results obtained by any scholar participating in the scholarship programme in accordance with this Agreement, and intellectual property rights pertaining to their research results, will belong to EPFL in accordance with the applicable law(s). EPFL, through its Technology Transfer Office, will take appropriate measures for the evaluation, protection, marketing, and licensing of research results deemed by EPFL to have commercial potential. EPFL will share with the MOE a portion of the income, if any, received by EPFL from the licensing of such intellectual property rights. The portion of the income to be shared will be determined in accordance with EPFL practices on a case-by-case basis, taking into account the contributions of each Party under this Agreement, and the contribution of the scholar to the invention. The income to be shared will be the net income i.e. the income after deduction of any taxes such as VAT or withholding tax, after deduction of the inventors' part of the income as per EPFL policy, and of the out-of-pocket patenting and licensing costs. Scholars will publish their results in accordance with academic standards, and their PhD thesis will be published in accordance with the regulations applicable at EPFL.

Article 9

The Parties shall endeavour to settle amicably through direct negotiations any dispute, difference, controversy or claim relating to this Agreement. If the two Parties are unable to reach settlement by such means, either Party may seek to resolve the dispute through alternative dispute resolution mechanisms or the dispute may be the subject of court proceedings. The jurisdictional venue will be in the town of the defendant and the applicable law will be the law of the country in which the town is situated, excluding international law.

This Agreement is signed in two originals and contains the entire understanding between the Parties concerning a PhD scholarship programme for EPFL doctoral candidates, and supersedes any prior agreements, oral or written.

Ministry of Education, Republic of China (Taiwan)
Department of International and Cross-Strait Education

For the École polytechnique fédérale de Lausanne

Andy Cheu-An Bi
Director General

Date/place: *07. of 2018 Taipei*
Signature:



Prof. Andreas Mortensen
Vice President for Research

Date/place: *Lausanne, 15-8-2018*
Signature:



Prof. Pierre Vanderghyest
Vice President for Education

Date/place: *Lausanne, 15.08.2018*
Signature:

