



A G R E E M E N T

**Can Tho University,
Vietnam**

and

**University of Wollongong,
Australia**

for

**Articulation Agreement
at the undergraduate Level**

September 2015

Private & Confidential

Articulation Agreement at the Undergraduate Level

between:

Can Tho University

and

**University of Wollongong,
Australia**

PARTIES

1. **UNIVERSITY OF WOLLONGONG**, of Northfields Avenue, Wollongong, NSW 2522, AUSTRALIA (**UOW**)
2. **CAN THO UNIVERSITY**, of 3 2 Street, Can Tho City, Vietnam, 1000, Vietnam (**CTU**)

(the 'Parties')

1. BACKGROUND

- 1.1 The University of Wollongong (hereafter referred to as **UOW**), Australia is a university established pursuant of the laws of the Commonwealth of Australia. It is an internationally recognised education provider of high quality academic programs and research and development that also enjoys a successful track record of mutually beneficial engagement with Universities and industry from around the world.
- 1.2 Can Tho University (hereafter referred to as **CTU**) is one of the leading universities of Vietnam, strong in both teaching and research. **CTU** offers programs at both the undergraduate level and postgraduate level.
- 1.3 **UOW** and **CTU** have common interest in developing collaborative educational programs at the undergraduate level in the area of business and commerce; as well as exploring other mutually beneficial educational activities. In particular, both institutions recognise that students benefit greatly when they are provided with opportunities to study overseas to gain international exposure and experience within their course of study.

2. OBJECTIVE

- 2.1 This educational collaboration agreement relates to a program of study commencing at CTU within their Bachelor of Finance – Banking or Bachelor of International Business that includes ongoing input and support by UOW academic staff (within the first two years conducted at CTU), followed by the opportunity to continue their studies at UOW in order to complete a Bachelor of Business or Bachelor of Commerce (all majors) in a 2 + 2 year format. In summary the collaboration will comprise of:
- Two (2) years at CTU within the Bachelor of Finance – Banking or Bachelor of International Business with ongoing input and guest teaching support by UOW academic staff; followed by
 - Two (2) years at UOW whereby students will complete the equivalent of 72 credit points of study within the UOW Bachelor of Business or Bachelor of Commerce (all majors).
- 2.2 On successful completion of the above 2+2 components, students will be awarded a degree of Bachelor of Finance – Banking or Bachelor of International Business from CTU, and a Bachelor of Commerce or Bachelor of Business from UOW.
- 2.3 The purpose of this Agreement is to make more accessible to CTU students the benefits of an internationalised higher education by allowing them to experience the teaching methods and academic life of a leading higher education university in Australia both during their study at CTU and UOW.

3. COURSE INFORMATION

- 3.1 CTU students who are selected to participate in the collaborative program between CTU and UOW will be eligible to continue their studies into the Bachelor of Business or Bachelor of Commerce delivered at UOW's main campus in Wollongong, Australia.
- 3.2 The Program duration and subject delivery at UOW, for CTU students will be four (4) semesters of full-time study at the undergraduate level as outlined in **Schedule A: SUBJECT SCHEDULES AND DELIVERY**.
- 3.3 Under the above model, the first two years of study is the responsibility of CTU, with the last two years of the 2+2 model the responsibility of UOW. However, UOW will assist CTU by providing up to 2 guest lectures / seminars per academic

calendar year at CTU whilst they are undertaking study at CTU as well as sharing appropriate course information as agreed upon by both parties to ensure a truly collaborative program. The purpose of this assistance by UOW in the CTU delivered component is to ensure a smooth transition for students between the two Universities by making them aware and giving them a level of experience of UOW teaching methods and academic expectations.

- 3.4 Students who achieve the necessary academic standard and English requirements of the Program at CTU and who are eligible to be granted an Australian student visa shall be entitled to enrol in the prescribed UOW program of Bachelor of Business or Bachelor of Commerce (all majors).
- 3.5 The subject requirements to complete the specified UOW undergraduate degree are outlined in **Schedule A: SUBJECT SCHEDULES AND DELIVERY** at the end of this document and may change from time to time upon the discretion of UOW, with UOW agreeing to give CTU six months written notice prior to subject changes within the UOW's Bachelor of Business or Bachelor of Commerce.
- 3.6 This agreement is based on a mutually recognised program of study at both locations. Students who successfully complete the first two years of study at CTU, and the last two years at UOW, and meet the graduation requirements of both institutions respectively, will be awarded a Bachelor of Finance – Banking or Bachelor of International Business from CTU and a Bachelor of Business or Bachelor of Commerce degree from UOW.
- 3.8 Control of the course component conducted at CTU will be exercised by CTU but nevertheless CTU will work closely with UOW to ensure that all minimum entry requirements, course delivery and assessment standards are maintained; whilst control of the UOW course component and progress of individual students through that component, conducted at UOW is to be controlled by UOW, however UOW will ensure a report is given to CTU in relation to the academic progress and performance of the students from CTU annually.
- 3.9 Both parties agree to notify the other party in a prompt manner following any changes to the relevant course curriculum, subject content etc.

4. STUDENT ADMISSION REQUIREMENTS

- 4.1 Student entry into the CTU component of the collaborative Program will be as per their normal entry into the Bachelor of Finance – Banking or Bachelor of International Business. With CTU agreeing to inform UOW of any changes to entry requirements six months prior to the changes being implemented.
- 4.2 CTU will submit the details of the students who have completed the first two year study of the Bachelor of Finance – Banking or Bachelor of International Business and who nominate to participate in the collaborative Program to UOW.
- 4.3 Minimum requirements for entry into the UOW component of the collaborative program will be:
 - 4.3.1 Achieving a CGPA of 2.4 out of 6 in the first two years of the Bachelor of Finance – Banking or Bachelor of International Business at CTU; and,
 - 4.3.2 Attaining the UOW minimum English language requirements for entry into the Bachelor of Business or Bachelor of Commerce at UOW which entails an overall IELTS score of 6.0 with a minimum of 6.0 in Reading and Writing, and 5.0 in Speaking and Listening.
- 4.4 Students not meeting the minimum academic requirements as specified above for entry into the UOW's Bachelor of Business or Bachelor of Commerce Program after successful completion of the first two years of the Bachelor of Finance – Banking or Bachelor of International Business at CTU will be given the opportunity to continue the degree at CTU and on successful completion be awarded the relevant degree at CTU.
- 4.5 Students not meeting the minimum English requirements for entry into the UOW's Bachelor of Business or Bachelor of Commerce after successful completion of the first two years of the Bachelor of Finance – Banking or Bachelor of International Business at CTU will still have the opportunity to progress to UOW and undertake an appropriate English Language Course at UOW through the UOW College to ensure that they meet UOW's standard English entry requirements for the Programs. The duration of the course will be dependent on the English proficiency of the student as measured by their most recent IELTS or TOEFL for Academic Purposes test results.
- 4.6 Students who have successfully completed the first two years of the CTU Bachelor of Finance – Banking or Bachelor of

International Business and are qualified and gain the necessary visa and English requirements for studying at UOW will be required to:

4.6.1 travel to Australia to study full-time at the University of Wollongong campus in Wollongong;

4.6.2 pay the specified fees for international students studying for a UOW's Bachelor of Business or Bachelor of Commerce degree in the year of commencement;

4.6.3 be responsible for all associated costs, which include adequate medical insurance for international student, travel expenses, and living expenses;

4.6.4 be subject to the usual rules and procedures as specified in the University of Wollongong Calendar for the calendar year(s) in which they enrol.

4.7 It shall be the responsibility of UOW to include the above matters in an appropriate document (eg: a letter of offer) or some other form of documentary evidence and obtain the direct written agreement of the Student regarding the above matters.

5. FACILITIES AND EQUIPMENT

5.1 Both Institutions agree to provide reasonable lecture and laboratory facilities with adequate audio-visual aids, computing facilities and other equipment and resources for the optimum teaching of all the Subjects at an academic standard that meets both the educational objectives of both institutions;

5.2 Both Institutions agree to provide appropriate office space, internet and email access and reasonable administrative support for visiting University Personnel;

5.3 Both Institutions agree to provide adequate library facilities as determined by both institutions to achieve the educational objectives of all subjects offered in their respective Programs, which includes:

5.3.1 Library resources, including the maintenance of a reference library of texts relevant to the subject matter of the Program for use by Students; and,

5.3.2 Computer facilities that includes on-line access to relevant databases as determined by each institution.

6. STAFF

- 6.1 Both Institutions agree to provide each other with the names, contact details and functions of all administrative and academic staff that will be involved in the collaboration prior to the commencement of the Program for approval by both Institutions to ensure a streamlined administrative and academic process between the two institutions.

7. EXAMINATIONS

- 7.1 CTU and UOW agree to ensure adequate and documented procedures for invigilation and security of exam papers and scripts as mutually agreed upon by UOW and CTU.

8. STUDENT SUPPORT AND FEEDBACK

- 8.1 Each Institution agrees to provide appropriate student support for all its own students enrolled in the collaborative Program whilst at their respective institutions, which will include:

8.1.1 administration, including assistance in the enrolment processes;

8.1.2 student induction and appropriate timetabling;

8.1.3 student counselling;

8.1.4 obtaining feedback from students on the quality of the teaching in all subjects delivered in the Program and the provision of the Subjects generally and ensure such feedback is sent to the other institution;

8.1.5 record-keeping consistent with CTU and UOW requirements;

8.1.6 ordering, collection and dissemination of Subject materials and recommended assignments, tests and examinations to students;

8.1.7 timetabling including teaching schedules, allocation of lecture and tutorial rooms, laboratories and other space as deemed appropriate.

9. ANNUAL REVIEW AND REPORTING

- 9.1 Both Institutions agree to review every year the overall academic standards and quality of the collaborative Program and make all necessary and mutually agreed changes to ensure that learning outcomes are equal with those of other Programs taught at both Institutions that include:

9.1.1 entry levels including consistency, articulation and credit transfer arrangements;

9.1.2 student numbers, results, progression and comparability with students at CTU and UOW undertaking similar Bachelor degrees;

9.1.3 risk management;

9.1.4 student and staff feedback;

9.1.5 effective staff/student liaison;

9.1.6 site audit including facilities and technology levels;

9.1.7 administrative processes;

9.1.8 accreditation with relevant national and international bodies;

9.1.9 relevance of Program to the needs of the students, including benchmarking of educational programs with those delivered at similar institutions of high academic standing and their relevance to employment prospects after completion of the degree both in Vietnam and Australia.

9.2 A written report taking in to account the above information will be produced annually by relevant Academic Coordinators from each Institution after each review and passed on to the Senior Executive of both institutions for action and noting.

10. FREE AIRPORT PICKUP

A complimentary airport pick-up service is available for all CTU students enrolling at UOW arriving at Sydney Airport and travelling to Wollongong for the first time.

11. AMENDMENTS

11.1 Changes to the CTU subjects listed in Attachment A will be the responsibility of CTU. Where such amendments are made CTU will give UOW six months prior written notice, drawn up in schedule form and noted by the respective Deans of both Institutions, and added as an addendum to this Agreement. For the avoidance of doubt, changes in curriculum shall only affect CTU students who enrol in the CTU component of the programme after such changes are fully effective (ie: after the expiry of the notice period).

11.2 Changes to the UOW subjects listed in Attachment A will be the responsibility of UOW. Where such amendments are made UOW will give CTU six months prior written notice, drawn up in schedule form and noted by the respective Deans of both Institutions, and added as an addendum to this Agreement. For the avoidance of doubt, changes in curriculum shall only affect CTU students who enrol in the CTU component of the programme after such changes are fully effective (ie: after the expiry of the notice period).

12. PERIOD OF AGREEMENT

Both CTU and UOW are prepared to accept this Agreement of 2+2 Articulation for a period of five (5) years, with the provision for its cancellation at any time by either party, given six (6) months' written notice to the other party as outlined below in Clause 14. For the avoidance of doubt, any termination of this Agreement shall not affect Students who have already enrolled at CTU for this programme. All such CTU students who have already enrolled shall be permitted to complete the program in accordance with the terms and conditions of this Agreement.

13. TERMINATION

13.1 Either party may terminate this Agreement in whole (or in part) at any time and without cause by giving six (6) months' written notice of such intended termination.

13.2 Procedures Upon Termination:

13.2.1 the parties agree that any students who have already enrolled in either the CTU or UOW Program at the time that notice of termination is given by either party shall be given a practicable and reasonable time frame to complete their course as outlined in the policies of each Institution.

13.2.2 upon termination of the Agreement, CTU will promptly return to UOW or otherwise dispose of as UOW may instruct, all manifestations of the Confidential Information and the Course Materials in whatever media they may exist and all other materials relating to the Intellectual Property which are within the possession, custody or control of CTU, CTU Personnel or any other agents or subcontractors.

13.2.3 upon termination of the Agreement, UOW will promptly return to CTU or otherwise dispose of as CTU may instruct, all manifestations of the Confidential Information and the Course Materials in whatever media they may exist and all other materials relating to the Intellectual Property which are within the possession, custody or control of UOW, UOW Personnel or any other agents or subcontractors.

13.3 For the avoidance of doubt, any termination of this Agreement shall not affect Students who have already enrolled at CTU for this programme. All such CTU students who have already enrolled shall be permitted to complete the program in accordance with the terms and conditions of this Agreement.

14. CONFIDENTIALITY

14.1 CTU and UOW acknowledge and agree that the provisions of this Agreement are to be treated as Confidential Information:

14.1.1 The confidentiality obligations under this clause shall survive and continue beyond the expiration or termination of this Agreement.

14.2 Notwithstanding any other provision of this Agreement, in performing its rights and obligations under this Agreement, each party, to the extent necessary, shall at all times comply with the applicable national data protection law, provided always that each party uses its best endeavors to give the other party prior written notification of any disclosure of confidential information to be made or likely to be made by each party.

15. RELATIONSHIP OF PARTIES

15.1 The parties record that it is not their intention that this Agreement creates any partnership, agency or other relationship between them under which either party might be deemed responsible for the acts or omissions of the other party and this Agreement should not be construed so as to render the parties liable as partners or as creating any partnership, agency or other similar relationship.

15.2 Notwithstanding anything in this Agreement, a party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other party from time to time.

16. OWNERSHIP OF COURSE MATERIALS AND INTELLECTUAL PROPERTY

16.1 Each party ("Owner") owns all rights in any Course Materials and Study Resources it may lend to the other ("Receiving Party") during the period of this Agreement, including Intellectual Property rights and ownership vests in the relevant party on creation (including partial creation) of the Course Materials and Study Resources, regardless of whether the rights in the Course Materials and Study Resources, including Intellectual Property rights, arise during this Agreement or after termination.

16.1.1 The Receiving Party must ensure that:

(i) the Course Materials and Study Resources are used only by the Receiving Party's Personnel and Enrolled Students, in accordance with this Agreement during the Term and the Receiving Party will not make, distribute or permit to be made or distributed any additional copies of the Course Materials, in paper, electronic or any other form, without the express written consent of Owner;

(ii) at the expiration of the Term the Receiving Party will deliver to the Owner all Course Materials and Study Resources, including translations and software, which is within the custody, possession or control of The Receiving Party, its Personnel or any other employees, agents, contractors or subcontractors;

(iii) in offering/marketing the joint CTU/UOW Program/s, both parties will always clearly indicate the relevant party's ownership of the trademarks and copyright in the Course Materials and Study Resources, and will not remove or change any trademark or copyright notice of either party which appears on them;

(iv) Neither party will, unless otherwise agreed in writing with the other, affix its own label or name or trademark on the Course Materials; and

Both parties will ensure that all Course Materials and Study Resources, in English and/or Vietnamese, shall bear an appropriate notice that copyright and all other Intellectual Property in the Course Materials and Study Resources is owned by Owner, in the form and manner as may be approved by the Owner.

16.3 The obligations under this clause shall survive the expiration or termination of this Agreement.

17. MARKETING AND PROMOTION

17.1 All press releases, publications, advertisements or other announcements relating to the Agreement will be made jointly with the written approval of each party.

17.2 UOW and CTU each agree that they will not use the other's name or logo in any promotional material without prior written approval of the other party.

- 17.3 UOW will ensure CTU is aware and apprised of UOW's style and marketing guidelines and ensure timely feedback on any requests for brochure and advertising approval.
- 17.4 UOW will provide CTU with any general UOW promotional brochures, prospectus and other materials in its possession which are determined to be of value for prospective students.
- 17.5 Both parties must ensure that operations concerning the Program at CTU and at UOW are conducted in accordance with appropriate business standards and not in a manner which may mislead or deceive students or potential students or damage the goodwill and reputation of both parties and their Trade Marks.

18. TUITION FEE

- 18.1 CTU Students who achieve an average mark of 85% across all subjects undertaken as part of the Program and who are accepted into the UOW Course may be eligible for a partial tuition scholarship, known as a Wollongong Undergraduate Excellence Scholarship. These scholarships offer a 25% discount on the published annual course tuition fee.

For students who achieve an average mark of 90% and above across all subjects undertaken as part of the Program and who are accepted into the UOW Course may be eligible for a further Faculty of Business Merit Scholarship which offers an additional 25% discount on the published annual course tuition fee, giving the student a total 50% off the fee.

Details can be found via this link:

<http://www.uow.edu.au/future/international/apply/scholarships/UOW087901.html>

- 18.2 UOW will offer a 10% discount on the standard international student fee for the Bachelor of Business or Bachelor of Commerce to every CTU student, if in any given academic year UOW receives less than 20 CTU students from the above collaborative Program. UOW will offer a 15% discount on the standard international fee for the Bachelor of Business or Bachelor of Commerce to every CTU student, if in any given

academic year UOW receives 20 students or more from the above collaborative Program.

19. TAXES

19.1 CTU will be responsible for any taxes, withholding tax, duties, levies or other charges applied by any Vietnamese taxation authority or Government body in relation to this Agreement. CTU will indemnify and reimburse UOW in respect of any such taxes.

19.2 UOW will be responsible for any taxes, withholding tax, duties, levies or other charges applied by any Australian taxation authority in relation to this Agreement. UOW will indemnify and reimburse CTU in respect of any such taxes.

20. FORCE MAJEURE

A party will not be under any liability for any delay, loss or damage caused wholly or in part by act of God, governmental restriction condition or control, failure of or delay by postal authorities, or by reason of any other act, matter or thing beyond its reasonable control.

21. AGENCY AGREEMENT

UOW or CTU may at their discretion direct students to specific representatives who are able to assist them in the application and student visa process for Australia.

22. DISPUTE RESOLUTION

At all times during the duration of this Agreement the parties shall cooperate with each other and act in good faith to resolve any dispute or disagreement touching on or concerning this Agreement or the parties' respective obligations under this Agreement.

23. DEFINITIONS AND INTERPRETATIONS

Defined Terms and Interpretation

A term or expression starting with a capital letter in this Agreement has the meaning given to it in the Definitions below:

“Facilities” means the educational facilities, classrooms, equipment, library resources, staff and resources at the Campus that will make available for the purpose of delivering the stipulated Program.

“Intellectual Property” means statutory and proprietary rights in respect of copyright, including Subject Materials, Education Materials, lecture notes, course and subject outlines; patents, registered and unregistered trade marks (including service marks), business and domain names, registered and unregistered designs, circuit layouts, confidential information, scientific discoveries, knowledge, know-how or expertise, inventions and other rights resulting from intellectual activity in industrial, commercial, scientific, literary or artistic fields, whether or not, registerable, registered or patentable and all other intellectual and industrial property rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation, 1967.

“Marketing Materials” means prospectuses, fact sheets, brochures, promotional items, advertisements and all other promotional information.

“Subject” means the subjects for UOW Program as specified in the UOW Course Materials and as altered by UOW from time to time.

“Trade Marks” means the registered and unregistered trade marks, logos and names of both parties.

EXECUTED as an Agreement in September 2015

Signed for and on behalf of the
UNIVERSITY OF WOLLONGONG by:



Professor Joe Chicharo
Deputy Vice-Chancellor (Global Strategy)

in the presence of:



Signed for and on behalf of

Can Tho University, by:



Hà Thanh Toàn
Hà Thanh Toàn

President

in the presence of:



Võ Thành Danh

SCHEDULE A: SUBJECT SCHEDULES AND DELIVERY

1. Credit exemption for CTU students

CTU students who have successfully completed the first two years of Bachelor of Finance – Banking or Bachelor of International Business studies at CTU, may be admitted to the University of Wollongong's Bachelor of Business or Bachelor of Commerce (all major) program with a maximum 48 credit points of credit exemption as indicated below, if they:

- i. Have obtained an overall average mark for their study at CTU of 60% or GPA of 2.4 out of 4;
- ii. Have met the IELTS requirement of overall 6.0 or above with Reading and Writing no less than 6.0 as well as Listening and Speaking no less than 5.0, or TOEFL equivalent;

2. CTU students in Bachelor of Finance – Banking must complete the following subjects in the first two years study at CTU:

KT101 Micro Economics 1
KT102 Macro Economics 1
KT108 Principles of Economic Statistics
KT104 Basic Marketing
KT111 Principles of Money & Financial Systems
KT103 Management
KT106 Principles of Accounting
KT308 Financial Management
KT210 Psychology of Management
KT206 Business Ethics and Corporate Culture
KT429 Customer Behaviour

CTU students in Bachelor of Finance – Banking will then be exempted from UOW subjects (up to a maximum of 48 credit points) as listed below:

COMM121 Statistics for Business
ECON101 Macroeconomic Essentials for Business
FIN 111 Introductory Principles of Finance
MARK101 Marketing Principles
MARK217 Consumer Behaviour
MGMT102 Business Communications
MGMT110 Introduction to Management
6 Unspecified Level @ 100 Level (can be used as an elective in the single majors)

3. CTU students in Bachelor of International Business must complete the following subjects in the first two years study at CTU:

KT022 Communication Skills
KT101 Microeconomics 1
KT102 Macro Economics 1
KT108 Principles of Economic Statistics
KT103 Management
KT106 Principles of Accounting
KT104 Basic Marketing
KT111 Principles of Money & Financial Systems
KT210 Psychology of Management
KT431 Organization Behaviours
TN010 Probability and Statistics

CTU students in Bachelor of Finance – Banking will then be exempted from UOW subjects (up to a maximum of 48 credit points) as listed below:

COMM121 Statistics for Business
ECON101 Macroeconomic Essentials for Business
MARK101 Marketing Principles
MGMT102 Business Communications
MGMT110 Introduction to Management
MGMT206 Managing Human Resources
12 Unspecified Level @ 100 Level (can be used as an elective in the single majors)