



Articulation Agreement

Deakin University
(**Deakin**)

International University - Vietnam National University Ho Chi Minh City
(**IU-VNUHCM**)



Execution and Date

Executed as an agreement.

Date:

Signed for and on behalf of **Deakin University**
by its duly authorised officer in the presence of:

Hayley Ho

.....
Signature of witness

2/12/22

.....
Name of witness (please print)

[Handwritten signature]

.....
Signature of authorised officer

John Molony

.....
Name of authorised officer (please print)

Pro Vice-Chancellor & Vice President (International)

.....
Office held

Date: 2/12/22

Signed for and on behalf of **International University - Vietnam National University Ho Chi Minh City** by its duly authorised officer in the presence of:

[Handwritten signature]
.....
Signature of witness

ASSOC. PROF. CANH V. LE

.....
Name of witness (please print)



.....
Signature of authorised officer

ASSOC. PROF. TRAN TIEN KHOA
Name of authorised officer (please print)

Office of External and Public Relations
Office held

Date: **December 30, 2022**

Articulation Agreement

Background

- A. The parties wish to establish a program which will allow students enrolled in the Education Partner Course to articulate into the Deakin Course with credit points for prior learning.
- B. This Agreement sets out the terms and conditions agreed between the parties in relation to that program.

Agreement

1. Definitions and Interpretation

Definitions

- 1.1 In this Agreement:

Deakin Course means the Deakin course referred to in **Item 2** of the **Schedule**.

Education Partner Course means the Education Partner course referred to in **Item 3** of the **Schedule**.

Program means the program of student articulation established by this Agreement and described in **Annexure A**.

Interpretation

- 1.2 In this Agreement, unless the context requires otherwise, a reference to:

- (a) a clause or schedule is a reference to a clause of or schedule to this Agreement;
- (b) this Agreement includes any schedules and attachments;
- (c) a document or agreement, including this Agreement includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (d) any law or legislation includes any statutory modification, amendment or replacement of that law or legislation and any subordinate legislation or regulations made under that law or legislation;
- (e) writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form;
- (f) the word 'include' or 'including' is to be interpreted without limitation;
- (g) the singular includes the plural and the plural includes the singular; and
- (h) a gender includes all genders.

- 1.3 Headings are for reference only and do not affect the meaning of this Agreement.

- 1.4 This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

2. Term

- 2.1 This Agreement will commence on the commencement date referred to in **Item 1** of the **Schedule** and will continue for the period referred to in that item unless it is terminated earlier pursuant to **clause 16**.
- 2.2 This Agreement may be extended by mutual consent evidenced in writing and signed by both parties.

3. The Program

- 3.1 The Program will be structured as follows:
- (a) Education Partner students enrolled in the Education Partner Course will be eligible to enrol in the Deakin Course under the Program if they:
 - (i) have successfully completed the Education Partner Requirements listed in **Annexure A**;
 - (ii) meet Deakin's admission and selection requirements for the Deakin Course; and
 - (iii) meet all eligibility requirements for an Australian student visa;
 - (b) Education Partner students enrolled in the Program will be eligible for credit points towards the Deakin Course as specified in **Annexure A**;
 - (c) Education Partner students enrolling in the Deakin Course under the Program must undertake the number of Deakin Units referred to in **Annexure A** by way of full time on campus study at Deakin in Australia.
- 3.2 Students who successfully complete all components of the Program will be eligible to receive the award for the Deakin Course from Deakin.

4. Deakin's Academic Year

Deakin's academic year runs from March in one year to February in the following year and is divided into three trimesters. Trimester three at Deakin is not compulsory but provides an opportunity for students to undertake additional formal study. A full academic year for a student at Deakin consists of two trimesters and, therefore, each trimester at Deakin is equivalent to a semester as that term is generally understood.

5. Education Partner Responsibilities

- 5.1 The Education Partner is responsible for:
- (a) ensuring that the Program complies with its legislation, policies, procedures and course rules; and
 - (b) obtaining and maintaining all necessary approvals from the relevant authorities for the Education Partner Course to be offered.
- 5.2 The Education Partner will:
- (a) work with Deakin to promote the Program to Education Partner students;

- (b) distribute promotional material, course information and application forms to students or prospective students who may wish to enrol in the Program;
 - (c) advise students on how to obtain information on Australian visas and other documentation required to permit students to travel to Australia for study;
 - (d) advise students on Deakin English language requirements and how to undergo IELTS testing (if required);
 - (e) ensure students are aware of each of the matters in **clause 7**; and
 - (f) assist Deakin to meet its obligations under the Australian Government's Simplified Student Visa Framework.
- 5.3 The Education Partner will, with the consent of the relevant students, provide to Deakin all academic results of students who have enrolled in the Education Partner Course and who wish to apply for the Deakin Course under the Program to enable Deakin to satisfy itself that a student should be admitted into the Deakin Course.

6. Deakin Responsibilities

- 6.1 Deakin is responsible for:
- (a) ensuring that the Program complies with its legislation, policies, procedures and course rules;
 - (b) ensuring the ongoing accreditation of the Deakin Course as a Deakin award; and
 - (c) assessing the Education Partner Course to determine the number of credits to be provided towards the Deakin Course under the Program.
- 6.2 Deakin undertakes to accept the enrolment of students from the Education Partner in the Deakin Course where such students satisfy the requirements of **clause 3.1(a)**.
- 6.3 Deakin will:
- (a) work with the Education Partner to promote the Program to Education Partner students;
 - (b) provide the Education Partner with current information regarding the Deakin Course and studying at Deakin;
 - (c) assist the Education Partner in advising students on how to obtain information on Australian visas and other documentation required to permit students to travel to Australia for study;
 - (d) assist the Education Partner in advising students on Deakin English language requirements and how to undergo IELTS testing (if required);
 - (e) ensure that adequate arrangements are made for the reception and orientation of students studying at Deakin under the Program; and
 - (f) where possible, assist in the arrangement of accommodation for students studying at Deakin under the Program.

7. Student Responsibilities

Students studying the Deakin Course at Deakin under the Program must:

- (a) be genuine in their intent to study at Deakin;
- (b) abide by the conditions of their visa;
- (c) pay Deakin's tuition and other required fees;
- (d) abide by the legislation, policies and procedures of Deakin;
- (e) obtain a passport and visa at their own cost to enable them to enter Australia and study at Deakin;
- (f) have adequate health insurance cover for the period of their stay in Australia at Deakin; and
- (g) meet the costs of:
 - (i) travel to Australia;
 - (ii) accommodation and living costs;
 - (iii) travel insurance;
 - (iv) textbooks;
 - (v) clothing and personal expenses; and
 - (vi) club memberships, use of specialist sporting facilities, social outings, etc.

8. Promotional Material

- 8.1 All promotional material to be distributed by the Education Partner under **clause 5.2(b)** must be approved by Deakin in writing prior to distribution.
- 8.2 The Education Partner must provide a copy of any proposed advertisements and promotional publications to Deakin for review a reasonable time prior to the proposed publication date of such material. Requests for review must be sent to:

Director, International Markets (or nominee)
Deakin International

Email: dicomms@deakin.edu.au

- 8.3 Deakin has the right to reject or make amendments to that material and the Education Partner will make the necessary amendments or withdraw the advertisement or publication as required. Deakin must indicate approval or otherwise to the Education Partner in writing within 21 days of receipt of the relevant material from the Education Partner. If Deakin does not indicate approval or otherwise to the Education Partner within 21 days of receipt of the material, it will be deemed to have disapproved of the material.

9. Administration, Assessment and Review

- 9.1 Each party will appoint a representative to administer the operation of this Agreement.