

ARTICULATION AGREEMENT FOR THE DELIVERY OF ACADEMIC PROGRAMS

This Agreement is entered into this September 1, 2016, between Arkansas State University – Jonesboro (hereinafter referred to as ASUJ) United States of America and INTI Universal Holdings Sdn. Bhd. for and on behalf of INTI International University and Colleges (hereinafter referred to as INTI), of Malaysia, for the purpose of establishing a cooperative program (curriculum articulation and credit transfers) which will develop a range of programs at and between INTI and ASUJ.

1. PURPOSE OF AGREEMENT

ASUJ and INTI have entered into this Agreement for the purpose of fulfilling a shared desire of the two universities in the areas of internationalization, modernization, and diversification of education, in order to improve the overall quality of education, with the advantages for both parties being complementary. INTI and ASUJ through friendly consultation based on the principles of reciprocity and mutual benefit have reached the following agreement on educational cooperation to enter into this Agreement to allow students in bachelor's degree programs to take specified course(s) over a period of one (1) to two (2) years at INTI International University and Colleges, and complete the requirements of the degree program at ASUJ, resulting in the award of a Bachelor's Degree from ASUJ.

2. TERM

This Agreement shall be in effect as of the date above set out and shall remain in effect for five (5) years. The Agreement shall be renewed upon the mutual agreement of the parties. The Agreement may be cancelled for cause in the event any obligation of either party is not met by five (5) days' written notice. The Agreement may be cancelled without cause by giving ninety (90) days' notice; however, ASUJ and INTI agree to give an honest and good faith effort to helping registered and enrolled students meet their educational obligations.

3. AGENCY OF THE STATE OF ARKANSAS

All parties recognize and agree that ASUJ is an Agency of the State of Arkansas.

4. PROGRAM MODELS

- A. The programs are to be set with models of 1+3 or 2+2 which are carried out by curriculum articulation and credit transfers between INTI and ASUJ. The students applying to this program may be enrolled in any bachelor's degree program offered by ASUJ.
- B. The Details of the Model
- i. "1+3 Bachelor's Degree", the first year of study shall be completed at INTI, and the remaining three years of study shall be completed at ASUJ. "2+2 Bachelor's Degree" the first two years of study shall be completed at INTI, and the last two years of study shall be completed at ASUJ.
 - ii. Students who are going to participate in this program shall be undergraduate students registered at INTI for the first year or first two (2) years, as applicable, and shall be enrolled as degree seeking undergraduate students at ASUJ for the last three (3) or two (2) years of the program, as applicable.
 - iii. Students who wish to participate in this program must have a minimum grade point average (GPA) of 2.00 on a 4.0 scale. The required GPA shall be calculated on the total transferrable hours from the pre-approved courses taught at INTI.
 - iv. Students will need to enroll and complete pre-approved courses required for the student's particular degree program with satisfactory grades to be admitted to this 1+3 or 2+2 program. Any courses taken outside of the preapproved list may not be counted to qualify for admittance to the 1+3 or 2+2 program. The pre-approved courses to be taught at INTI, and the required courses to be taught at ASUJ, include the following:

INTI International University

Course ID	Course Name	Credit Hours	Course ID	Course Name	Credit Hours
College of Business					
ACC201	Principles of Accounting I	3	ACCT 2033	Introduction to Financial Accounting	3
ACC202	Principles of Accounting II	3	ACCT 2133	Introduction to Managerial Accounting	3
ECO151	Introduction to Microeconomics	3	ECON 2323	Principles of Microeconomics	3
ECO152	Introduction to Macroeconomics	3	ECON 2313	Principles of Macroeconomics	3
ECO303	International Economics	3	ECON 4103	International Trade	3
FIN302	Finance	3	FIN 3713	Business Finance	3
LAW301	Business Law I	3	LAW 2023	Legal Environment of Business	3
MGT101	Introduction to Business Administration	3	MKTG 1013	Introduction to Business	3
MGT306	Business Management & Organization	3	MGMT 3123	Principles of Management	3
MGT307	Production and Operations Management	3	CIT 3523	Operations Management	3
MKT210	Principles of Marketing	3	MKTG 3013	Marketing	3
MKT302	International Marketing	3	MKTG 4113	International Marketing	3
Humanities and Social Sciences					
English & Philosophy					
ANT101	Introduction to Cultural Anthropology	3	ANTH 2233	Introduction to Cultural Anthropology	3
FRE101	French for Beginners	3	FR 1013	Elementary French I	3
PHI101	Introduction to Philosophy	3	PHIL 1103	Introduction to Philosophy	3
PHI104	Critical Thinking	3	PHIL 1503	Logic and Practical Reasoning	3
REL200	World Religions	3	ENG 1643	Intro to Religion	3
History					
HIS251	United States History I: Colonization to 1877	3	HIST 2763	The United States to 1876	3
HIS252	United States History II: 1877 to the Present	3	HIST 2773	The United States Since 1876	3
Political Science					
POL101	Introduction to American Government	3	POSC 2103	Introduction to U.S. Government	3
SOC103	Sociological Perspectives	3	SOC 2213	Introduction to Sociology	3
Biology					
BIO121	Principles of Biology I, Lab	4	BIOL 1003 and BIOL 1001	Biological Science, Lab	4
BIO122	Principles of Biology II, Lab	4	BIOL 1003 and BIOL 1001	Biological Science, Lab	4
Chemistry and Physics					
CHM107	Chemistry and Society, Lab	4	CHEM 1043 and CHEM 1041	Fundamental Concepts of Chemistry, Lab	4
CHM151	General Chemistry, Lab	4	CHEM 1013 and CHEM 1011	General Chemistry I, Lab	4

CHM152	General Chemistry II, Lab	4	CHEM 1023 and CHEM 1021	General Chemistry II, Lab	4
CHM211	Organic Chemistry I, Lab	4	CHEM 3103 and CHEM 3101	Organic Chemistry I, Lab	4
CHM212	Organic Chemistry II, Lab	4	CHEM 3113 and CHEM 3111	Organic Chemistry II, Lab	4
PHY211	General Physics I, Lab	4	PHYS 2034	University Physics I	4
PHY212	General Physics II, Lab	4	PHYS 2044	University Physics II	4
Communications					
COM110	Essentials of Public Speaking	3	COMS 1203	Oral Communication	3
COM112	Introduction to Mass Communication	3	CMAC 1003	Mass Communication in Modern Society	3
COM113	Writing to Mass Media	3	CMAC 2003	Media Writing	3
COM212	Introduction to Interpersonal Communication	3	COMS 2373	Introduction to Interpersonal Communication	3
Fine Arts					
ART105	Art Appreciation	3	ART 2503	Fine Art Visual	3
MUS105	Music Appreciation I	3	MUS 2503	Fine Arts - Music	3
Psychology					
PSY105	General Psychology	3	PSY 2013	Introduction to Psychology	3
PSY200	Social Psychology	3	PSY 3523	Social Psychology	3
PSY232	Human Development	3	PSY 3453	Developmental Psychology	3
PSY250	Research Methods in the Behavioral Sciences	3	PSY 3113	Research Design in Psychology	3
PSY240	Introduction to Personality	3	PSY 4553	Personality Theory	3
Computer Science					
CSC101	Introduction to Computers & Information Processing	3	CS1013	Intro to Computers	3
CSC200	Object-Oriented Programming in Java I	4	CS1114	Concepts of Programming	4
CSC202A	C-Language & Unix Operating System	4	CS2114	Structured Programming	4
CSC206	Programming in C++	4			
Engineering					
EGR103	Engineering Graphics	4	CE 2202	CE Presentations	2
EGR202	Engineering Mechanics I - Statics, Lab	4	ENGR 2403	Statics	3
EGR207	Mechanics of Materials, Lab	4	ENGR 2413	Mechanics of Materials	3
			ENGR 2411	Mechanics of Materials Laboratory	1
EGR208	Introduction to Fluid Mechanics, Lab	4	ENGR 3473	Fluid Mechanics	3
			ENGR 3471	Fluid Mechanics Laboratory	1
EGR209	Circuit Theory I, Lab	4	ENGR 2423	Electric Circuits 1	3
			ENGR 2421	Electric Circuits 1 Laboratory	1

EGR210	Engineering Mechanics II - Dynamics, Lab	4	ENGR 3423	Dynamics	3
EGR211	Thermodynamics I, Lab	4	ENGR 3443	Engineering Thermodynamics I	3
Math					
MAT103	College Algebra	3	MATH 1023	College Algebra	3
MAT121	Concepts of Calculus	3	MATH 2194	Survey of Calculus	4
MAT132	Calculus with Analytic Geometry I	4	MATH 2204	Calculus I	4
MAT133	Calculus with Analytic Geometry II	4	MATH 2214	Calculus II	4
MAT143	Algebra and Trigonometry	3	MATH 1054	PreCalculus	4
MAT216	Introduction to Linear Algebra, Lab	4	MATH 3243	Linear Algebra	4
MAT232	Calculus with Analytic Geometry III, Lab	5	MATH 3254	Calculus III	4
MAT242	Differential Equations	3	MATH 4403	Differential Equations	3
STA219	Statistical Methods, Lab	4	STAT 3233	Applied Statistics I	3

- v. Students shall have TOEFL IBT 61 or IELTS 5.5 to be eligible for the ASUJ degree course. Student who has failed to meet this requirement shall enter and successfully complete the English as a Second Language program before they start the degree course.
- vi. Students shall be permitted to transfer a maximum of sixty (60) credit hours to ASUJ from INTI.

5. OBLIGATIONS OF INTI

INTI shall meet the following obligations:

- A. INTI will be responsible for promoting the program and enrolling students at INTI.
- B. INTI will be responsible for management of students at INTI.
- C. INTI will be responsible for managing its facilities (including classrooms, computer labs, workshops, language labs, libraries, physical education places and students' dormitories).
- D. INTI will be responsible for the delivery of pre-approved courses for the first one (1) or two (2) years, depending on the respective student's election, and for transferring credits for those courses successfully completed to ASUJ.
- E. INTI will be responsible for the management and teaching quality control at INTI.

6. OBLIGATIONS OF ASUJ

ASUJ shall meet the following obligations:

- A. ASUJ will be responsible for accepting the approved courses credits for the admitted students.

- B. ASUJ will be responsible for the delivery of courses for the last two (2) or three (3) years, depending on the respective student's election, of a participating student's enrollment.
- C. ASUJ will be responsible for managing its facilities (including classrooms, computer labs, workshops, language labs, libraries, physical education places and students' dormitories), and offering instruction in those courses required to complete the degree program which were not completed at INTI.
- D. ASUJ will be responsible for providing students who satisfy all entry requirements of ASUJ admission to ASUJ a completed I-20 form allowing students to seek a visa interview for petitioning for an F-1 visa to attend ASUJ.
- E. ASUJ will be responsible for the teaching quality control and management of the program at ASUJ.
- F. ASUJ will be responsible for issuing ASUJ bachelor's degrees in the respective degree program to all students who have completed successfully the entire program and satisfy all the requirements of ASUJ.

7. IMPLEMENTATION

- A. Each party shall obtain the written consent to use the name and/or logo of the other party, in advance and prior to each use, in any materials or communications not related to this Agreement.
- B. The parties agree to provide the necessary facilities and supports for academic exchange and staff visit at an appropriate time. Either party shall undertake their own travel and expenses in relation to visit another party.

8. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

9. TERMINATION

- A. Without prejudice to any other remedies that either party hereto may have against the other including the right to claim adequate compensation or the ratification of any breach committed by one party to the other party, each party shall have the right at any time by giving notice in writing to the other party to forthwith terminate this Agreement in any of the following events:
- i. If either party hereto shall commit or allow to be committed a breach of any of the conditions contained herein provided always that in the case of a breach capable of being corrected such right of termination shall not be exercised unless the party hereto that is in breach of this Agreement shall have not remedied the breach to the absolute satisfaction of the other party within thirty (30) days after the other party has served notice in writing on the party in breach setting out the breach and requiring the party in breach to remedy the same.
 - ii. If either party enters into liquidation or bankruptcy proceedings whether compulsory or voluntarily for whatever reason or cause.
 - iii. If any act constituting a force majeure event, as defined in this Agreement, prevents the performance of the responsibilities agreed to herein for more than thirty (30) days.
- B. Either party, for whatever reason, may terminate the Agreement with ninety (90) days' notice to the other, with or without cause and subject to continuing the processing of any applicants or students who may be in the "enrollment pipeline". The enrollment pipeline shall be defined as any student admitted to ASUJ within the ninety (90) day period after termination.
- C. In the event of termination, every effort will be made to accommodate currently enrolled students in the best possible manner. INTI and ASUJ will proactively cooperate to facilitate this. Students will be managed as follows:
- i. **FUTURE STUDENTS:** All recruitment for future enrollments will cease.
 - ii. **ENROLLED STUDENTS AWAITING THE START OF THEIR PROGRAM:** Students who have enrolled but not actually started their studies will be informed of the termination and allowed to decide, without penalty, whether or not they want to pursue a single INTI degree qualification.
 - iii. **STUDENTS WHO HAVE COMMENCED THEIR STUDIES:** For students who have commenced their studies there will be a "teach out" with students being allowed to finish their program of study as promised. Students will be allowed to enroll in the next scheduled class for the courses they are required to complete.

10. RELATIONSHIP

The parties are and shall remain independent contractors. Nothing contained herein shall be construed as creating a partnership or joint trading or contract of employment between INTI and ASUJ. Neither party shall have the authority to enter into any agreement or otherwise bind the other party without said party's written express consent.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this Agreement. This Agreement may be translated into language other than English; however, for the purpose of clarity and mutual understanding, the Parties do hereby agree that this English language version of the Agreement shall control in the event of any conflict. No supplement, modification or amendment to this Agreement will be binding unless such supplement, modification, or amendment is in writing and signed by all parties. No party may assign any of its rights or delegate any of its duties under this Agreement without first obtaining the written consent of the other party.

12. WAIVER

A waiver of any provisions of this Agreement will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

13. NOTICE

Any request, notice, or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, courier service, facsimile or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University – Jonesboro, U.S.A.:

Dr. Lynita Cooksey, Ph.D.
Vice Chancellor and Provost
Office of the Provost
P.O. Box 179
State University, Arkansas 72467
United States of America

To INTI Universal Holdings Sdn. Bhd. for and on behalf of INTI International University and Colleges (INTI):

Mr. Rohit Sharma,
Chief Executive Officer
No. 3, Jalan SS15/8, 47500 Subang Jaya, Selangor, Malaysia

All notices will be considered effective upon receipt if delivered personally, by messenger, by courier service, or by registered mail.

14. SUCCESSORS

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

15. ADDITIONAL DOCUMENTS

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement including specifically all documents necessary to set tuition and fees for each term.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

17. SEVERABILITY

Any provisions herein declared invalid under any law shall not invalidate any other provisions of this Agreement.

18. COMPLIANCE WITH LAWS, STATUTES, TREATIES, RULES AND REGULATIONS

All parties agree to comply with all laws, statutes, treaties, rules, and regulation governing the provisions of this Agreement. Such compliance shall include, but shall not be limited to:

- A. **FERPA Compliance**
INTI is a designated school official with a legitimate educational interest in storing, accessing, and transmitting to ASUJ only the educational records of those students enrolled in a Degree Program deemed to be students, as defined in the Family Educational Rights and Privacy Act, of ASUJ.
- B. **Compliance with Anti-Kickback Legislation**
Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58)
- By agreeing to this Agreement the parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of ASUJ or INTI for the purpose of obtaining this or any other agreement, purchase order or contract from ASUJ and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
- C. **Compliance with Export Control Laws**

Each Party shall be responsible for adhering to all applicable international and domestic import/export control laws.

19. MISCELLANEOUS PROVISIONS

A. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to its conflict of laws principle. Regarding matters or issues that may occur during the program implementation, all of them should be discussed through meetings and negotiations with the intention of achieving consensus. If any dispute occurs in the course of the program implantation between ASUJ and INTI, both parties agree to put forth a good faith effort to resolve all differences in a friendly manner. In the event that any doubt, difference, dispute, controversy or claim arising out of or relating to this Agreement arising from, out of or in connection with this Agreement, or on the interpretation thereof or on the rights, duties, obligation or liabilities of either party hereto or on the operation, breach, termination or validity of this Agreement cannot be settled within a period of ninety (90) days from the date it arose by discussion, such doubt, difference, dispute, controversy or claim shall be settled in the courts of the State of Arkansas, provided that in the event any cause of action is brought against ASUJ, the parties agree that the Arkansas State Claims Commission has exclusive jurisdiction over such a claim and that venue properly resides solely therein.

- B. This Agreement will take effect upon the signature of both parties.
- C. The Agreement will have two original copies. Each party shall retain one original copy.

The parties hereby sign this Articulation Agreement for the Delivery of Academic Programs by their duly authorized officers as of the date and year above stated.

For INTI Universal Holdings Sdn. Bhd.



Mr. Rohit Sharma,
Chief Executive Officer

Date 27 JULY 2016

For Arkansas State University – Jonesboro



Dr. Doug Whitlock
Interim Chancellor

Date 9/29/2016