

ARTICULATION AGREEMENT FOR THE DELIVERY OF ACADEMIC PROGRAMS

This Agreement is entered into this 5 day of December, 2017, by and between Arkansas State University – Jonesboro (hereinafter referred to as “ASUJ”), an institution of higher education and an agency of the State of Arkansas located in the State of Arkansas, United States of America, and Asia Pacific University of Technology & Innovation, (hereinafter referred to as “TRANSFERRING INSTITUTION”) located at Technology Park Malaysia, Bukit Jalil, Kuala Lumpur, Malaysia, 57000, for the purpose of establishing educational cooperation programs, through curriculum articulation and credit transfers, which will develop a range of programs at and between TRANSFERRING INSTITUTION and ASUJ.

1. PURPOSE OF AGREEMENT

ASUJ and TRANSFERRING INSTITUTION have entered into this Agreement for the purpose of fulfilling a shared desire of the two (2) 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. TRANSFERRING INSTITUTION and ASUJ through consultation based on the principles of reciprocity and mutual benefit, agree to the following terms to allow students in the bachelor’s degree program (hereinafter referred to as “Degree Program”) at TRANSFERRING INSTITUTION to take specified course(s) over a period of one (1) to two (2) years at TRANSFERRING INSTITUTION, 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 may 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 within thirty (30) days following the issuance of written notice of a purported breach. The Agreement may be cancelled without cause by giving ninety (90) days’ written notice; however, ASUJ and TRANSFERRING INSTITUTION agree to give a good faith effort to enable registered and enrolled students to 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, and, as such, has sovereign immunity. Nothing in this Agreement is intended to or shall be construed as waiving that sovereign immunity.

4. PROGRAM MODELS

- A. The programs are to be set with models of 1+3 years or 2+2 years which are carried out by curriculum articulation and credit transfers between TRANSFERRING INSTITUTION and ASUJ. The students applying to this Degree 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 TRANSFERRING INSTITUTION, and the remaining three (3) years of study shall be completed at ASUJ. "2+2 Bachelor's Degree" the first two (2) years of study shall be completed at TRANSFERRING INSTITUTION, and the last two (2) years of study shall be completed at ASUJ.
 - ii. Students who are going to participate in this program shall be undergraduate students registered in the Degree Program at TRANSFERRING INSTITUTION.
 - iii. Students who wish to participate in this program must have a minimum grade point average (GPA) of 2.00 on a 4.00 scale. The required GPA shall be calculated on the total transferrable hours from the pre-approved courses taught at TRANSFERRING INSTITUTION.
 - iv. Students who wish to participate in this program must 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 list of pre-approved courses to be taught at TRANSFERRING INSTITUTION and the corresponding courses taught at ASUJ are as listed in Appendix I.
 - v. Students must have a TOEFL IBT score of 61 or an IELTS score of 5.5 to be eligible for the ASUJ degree courses. Any student who has failed to meet this requirement must enter and complete the A-State 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 TRANSFERRING INSTITUTION.

5. OBLIGATIONS OF TRANSFERRING INSTITUTION

TRANSFERRING INSTITUTION shall meet the following obligations:

- A. TRANSFERRING INSTITUTION will be responsible for promoting the Degree Program and enrolling students at TRANSFERRING INSTITUTION.
- B. TRANSFERRING INSTITUTION will be responsible for management of students at TRANSFERRING INSTITUTION's campus.
- C. TRANSFERRING INSTITUTION will be responsible for managing its facilities, including classrooms, computer labs, workshops, language labs, libraries, physical education facilities, and students' dormitories.
- D. TRANSFERRING INSTITUTION 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. TRANSFERRING INSTITUTION will be responsible for the management of the Degree Program and teaching quality at TRANSFERRING INSTITUTION.

6. OBLIGATIONS OF ASUJ

ASUJ shall meet the following obligations:

- A. ASUJ shall be responsible for accepting the credits for those pre-approved courses which are successfully completed by a student.
- 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 degree program.
- C. ASUJ will be responsible for managing its facilities, including classrooms, computer labs, workshops, language labs, libraries, physical education facilities, and students' dormitories, and offering instruction in those courses required to complete the degree program which were not completed at TRANSFERRING INSTITUTION.
- D. ASUJ will be responsible for providing participating students who satisfy all entry requirements for 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 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. USE OF MARKS AND IMPLEMENTATION

- A. Each party shall obtain the written consent of the other party 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 support for academic exchange and staff visits at an appropriate time. Each party shall undertake their own travel and expenses in relation to visits to 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' written 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. TRANSFERRING INSTITUTION 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 TRANSFERRING INSTITUTION 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 contract of employment between TRANSFERRING INSTITUTION 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 a 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, by messenger, courier service, 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 Asia Pacific University of Technology & Innovation (TRANSFERRING INSTITUTION):

Professor Andy Seddon
Technology Park Malaysia
Bukit Jalil, Kuala Lumpur
Malaysia 57000

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 regulations governing the provisions of this Agreement. Such compliance shall include, but shall not be limited to:

- A. FERPA Compliance
TRANSFERRING INSTITUTION 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 TRANSFERRING INSTITUTION 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 implementation between ASUJ and TRANSFERRING INSTITUTION, 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. This Agreement was negotiated and drafted in the English language. In the event that this Agreement is translated to another language, and there is a conflict between the English language version and the other, the English language version shall control.

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.

Asia Pacific University of Technology & Innovation
Professor Ron Edwards



Vice Chancellor

Date 5/12/17

Arkansas State University – Jonesboro
Kelly Damphousse, Ph.D.



Chancellor

Date 11/10/17

Appendix I
List of Pre-approved Courses taught at TRANSFERRING INSTITUTION
and Corresponding Courses taught at ASUJ

Asia Pacific University			Arkansas State University-Jonesboro		
Course ID	Course Name	Credit Hours	Course ID	Course Name	Credit Hours
	College of Business				
AAQS001-4-1	Accounting Information Systems	4		Elective	4
AAQS002-4-1	Financial Accounting 1	4		Elective	4
AAQS003-4-1	Financial Accounting 2	4		Elective	4
ABUS005-4-1	Professional Communications	4		Elective	4
AAQS001-4-2	Accounting	4		Elective	4
AAQS002-4-2	Audit and Control Systems	4		Elective	4
AQS003-4-2	Basic Taxation	4		Elective	4
AAQS004-4-2	Business Statistics	4	ECON 2113	Business Statistics I	3
AAQS005-4-2	Cost Accounting	4		Elective	4
AAQS006-4-2	Financial Accounting	4		Elective	4
AAQS007-4-2	Financial Accounting 3	4		Elective	4
AAQS008-4-2	Financial Accounting 4	4		Elective	4
AAQS009-4-2	Management Accounting	4		Elective	4
AAQS011-4-2	Principles of Finance	4	FIN 3713	Business Finance	3
AAQS012-4-2	Quantitative Analysis	4		Elective	4
AAQS013-4-2	Spreadsheet Modelling Techniques	4		Elective	4
AQ001-4-0	Principles of Accounts	4		Elective	4
BM001-4-0	Organizational and Social Environments	4		Elective	4
BM002-4-0	Communication Skills	4		Elective	4
BM004-4-0	Introduction to Business	4		Elective	4
AQ001-3-1	Accounting for Bankers	3		Elective	3
AQ002-3-1	Introduction to Banking and Finance	3		Elective	3
BM001-3-1	Accounting Skills	3		Elective	3

BM002-3-1	Business Economics		3	ECON 2333	Economic Issues and Concepts	3
BM023-3-1	Microeconomics		3	ECON 2323	Principles of Microeconomics	3
Engineering						
AAPP003-4-2	Introduction to Software Engineering		4		Elective	4
AICT006-4-2	Digital Security and Forensics		4		Elective	4
CT003-4-0	Perspectives in Technology		4		Elective	4
EE001-3-0	Electrical Electronic Principles		3		Elective	3
EE002-3-0	Engineering Mathematics		3	MATH 2204	Calculus I	3
EE003-3-0	Engineering Science		3		Elective	3
EE004-3-0	Mechanical Science		3		Elective	3
EE001-3-1	Analysis of Circuit		3		Elective	3
EE003-3-1	Engineering Materials		3		Elective	3
EE004-3-1	Engineering Mathematics 1		3	MATH 2204	Calculus I	3
EE005-3-1	Engineering Mathematics 2		3		Elective	3
EE006-3-1	Intro to Analogue and Digital Electronics		3		Elective	3
EE007-3-1	Engineering Statics and Dynamics		3		Elective	3
EE008-3-1	Design Principle		3		Elective	3
EE009-3-1	Instrumentation and Measurements		3		Elective	3
Computer Science						
AICT004-4-1	Computer Systems Architecture		4	CS 3223	Computer Organization	3
AICT005-4-1	Database Systems		4	= CIT 3403	Database Management	3
CT042-3-1	Introduction to Databases		3			
AINT002-4-1	Internet Applications		4		Elective	4
AAPP002-4-2	Intro to Artificial Intelligence		4		Elective	4
AAPP004-4-2	Java Programming		4	CS 1114	Concepts of Programming	4
AAPP005-4-2	Problem Solving and Program Design Using C		4	= CS 2114	Structured Programming	4
CT044-3-1	Introduction to Object Oriented Programming		3			
CT044-3-1	Introduction to Object Oriented Programming		3	= CS 2114	Structured Programming	4
CT018-3-1	Introduction to C Programming		3			
AAPP008-4-2	Visual Basic.Net		4	CIT 2033	Visual Basic Programming	3
AAPP009-4-2	Web Development		4	CIT 3353	Website Design Development	3

AICT003-4-2	Networks and Networking	4				Telecomm Network Essentials	3
AICT004-4-2	Operating Systems	4			CS 3233	Operating Systems	3
AICT007-4-2	Information Systems	4			CIT 3013	Management Information Systems	3
CT001-4-0	IT Applications	4			CS 1013	Intro to Computers	3
CT002-4-0	Computing & IT	4				Elective	4
CT015-3-1	Interactive Media Web Design Technology	3				Elective	3
CT047-3-1	Introduction to Visual Programming	3				Elective	3
	Math						
AAQS004-4-1	Numerical Skills	4				Elective	4
AAQS005-4-1	Quantitative Methods	4				Elective	4
AAQS006-4-1	Numerical Methods and Logic	4				Elective	4
BM005-3-0	Mathematics	3				Elective	3
BM009-3-0	Further Mathematics	3				Elective	3
AQ004-3-1	Statistical Investigation	3				Elective	3
AQ005-3-1	Linear Algebra	3			MATH 3243	Linear Algebra	3
AQ006-3-1	Calculus	3			MATH 2204	Calculus I	4
AQ007-3-1	Discrete Mathematics	3			MATH 2183	Discrete Structures	3
AQ008-3-1	Probability Models	3			STAT 4453	Probability and Statistics I	3
AQ009-3-1	Statistical Inference	3			STAT 4463	Probability and Statistics II	3
AQ010-3-1	Mathematical Concepts for Computing	3				Elective	3
BM015-3-1	Quantitative Skills	3				Elective	3
CT023-3-1	Mathematics for Technology	3				Elective	3