

AGREEMENT FOR THE COLLABORATIVE DELIVERY OF ACADEMIC PROGRAMS

This Agreement is entered into this 30th day of July, 2018, between Arkansas State University – Jonesboro (hereinafter referred to as “ASUJ”), United States of America, and Saigon Institute of Technology, located at Lot 14, Quang Trung Software City, District 12, Ho Chi Minh City, Vietnam (hereinafter referred to as “PARTNER”), for the purpose of establishing a cooperative program through curriculum articulation and credit transfers which will develop a range of programs at and between the PARTNER and ASUJ.

1. PURPOSE OF AGREEMENT

ASUJ and PARTNER 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. PARTNER and ASUJ through consultation based on the principles of reciprocity and mutual benefit have reached the following agreement to conduct a joint bachelor’s degree program in Organizational Supervision (hereinafter referred to as “Cooperative Program”).

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 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 PARTNER agree to give a 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, and, as such, has sovereign immunity. Nothing in this Agreement is intended to or shall be construed as waiving that sovereign immunity.

4. COOPERATIVE PROGRAM MODELS

A. The Cooperative Programs are to be set with models of 2+2 which are carried out by curriculum articulation and credit transfers between PARTNER and ASUJ. The specialty is: Bachelor of Applied Science Degree in Organizational Supervision from PARTNER and ASUJ.

- B. The Details of the Models
- i. “2+2 Bachelor’s Degree” the first two (2) years of study shall occur at PARTNER, and the last two (2) calendar years of study shall occur at ASUJ.
 - ii. Students who are going to participate in this program shall be undergraduate students registered at PARTNER who have received an Associate in Applied Science Degree from PARTNER.
 - iii. Students will need to enroll and complete sixty (60) hours of courses with satisfactory grades in their chosen Associate in Applied Science Degree Program to be admitted to the Cooperative Program. Any courses taken outside of the preapproved list for the specified degree program, or outside of the preapproved list of General Education requirements as set forth in Section 8 herein, may not be counted to qualify for admittance to the Cooperative Program.
 - iv. 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.

5. OBLIGATIONS OF PARTNER

PARTNER shall meet the following obligations:

- A. PARTNER will be responsible for promoting the program and enrolling students in the Cooperative Program at PARTNER’s campus.
- B. PARTNER will be responsible for management of students at PARTNER’s campus.
- C. PARTNER will be responsible for managing its facilities, including classrooms, computer labs, workshops, language labs, libraries, physical education places, and students’ dormitories.
- D. PARTNER will be responsible for the delivery of preapproved courses for the first two (2) calendar years of the Cooperative Program.
- E. PARTNER will be responsible for the management and teaching quality at PARTNER’s campus.
- F. PARTNER will acknowledge all the courses offered at ASUJ in the last two (2) calendar years.
- G. PARTNER will be responsible for issuing PARTNER diplomas conferring an Associate of Applied Science Degree to those students who have passed all the required exams and satisfied all the requirements of their respective degree program.

6. OBLIGATIONS OF ASUJ

ASUJ shall meet the following obligations:

- A. ASUJ will be responsible for transferring to PARTNER those credits for 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) calendar years of the Cooperative Program.
- C. ASUJ will be responsible for providing students who satisfy all entry requirements of ASUJ admission to ASUJ and a completed I-20 form allowing students to seek a visa interview for petitioning for an F-1 visa to attend ASUJ.
- D. ASUJ will be responsible for the teaching quality and management of the degree programs at ASUJ.
- E. ASUJ will be responsible for issuing ASUJ Bachelor in Applied Science degrees in Organizational Supervision to all students who have completed successfully the entire program and satisfied all the requirements of ASUJ for this degree.

7. IMPLEMENTATION

- A. Each party shall obtain the written consent of the other (in advance and prior to each use) before they may use the name and/or logo of the other party in any materials or communications not related to this Agreement.
- B. The parties agree to provide the necessary facilities and support for this Cooperative Program, and staff visits where appropriate. Each party shall undertake their own travel and expenses in relation to visits to another party.

8. APPROVED COURSE EQUIVALENCIES

AAS in Computer Programming – Applications Development – Java Specialization

PARTNER Courses

English Composition

ENGL 1301 Composition I

General Education Elective

ENGL 1302 Composition II

Mathematics

MATH 1314 College Algebra

Social Sciences

Choose One Program Approved Business Elective

ECON 2301 Principles of Macroeconomics

Choose One Social/Behavioral Science Elective

SOCI 1301 Introduction to Sociology

PSYC 2301 General Psychology

ANTH 2351 Cultural Anthropology

GEOG 1301 Physical Geography

GOVT 2305 Federal Government

HIST 1301 US History I

HIST 1302 US History II

Arts and Humanities

Choose One Humanities/Fine Arts Elective

ENGL 2332 World Literature I

ENGL 2342 Forms of Literature I

MUSI 1306 Music Appreciation

ARTS 1301 Art Appreciation

PHIL 1301 Introduction to Philosophy

HUMA 1301 Introduction to Humanities

ASUJ Courses

ENG 1003 Composition I

ENG 1013 Composition II

MATH 1023 College Algebra

ECON 2313 Principles of Macroeconomics

SOC 2213 Principles of Sociology

PSY 2013 Introduction to Psychology

ANTH 2233 Introduction to Cultural Anthropology

GEOG 2613 Introduction to Geography

POSC 2103 Introduction to US Government

HIST 2763 The US to 1876

HIST 2773 The US since 1876

ENG 2003 World Literature to 1660

Gen Ed Fine Arts & Humanities

MUS 2503 Fine Arts Musical

ART 2503 Fine Arts Visual

PHIL 1103 Introduction to Philosophy

Gen Ed Humanities

AAS in Digital Gaming and Simulation for Programmers

PARTNER Courses

English Composition

ENGL 1301 Composition I

Mathematics

MATH 1314 College Algebra

Social Sciences

Choose One Social/Behavioral Science Elective

SOCI 1301 Introduction to Sociology

PSYC 2301 General Psychology

ANTH 2351 Cultural Anthropology

GEOG 1301 Physical Geography

GOVT 2305 Federal Government

HIST 1301 US History I

HIST 1302 US History II

ECON 2301 Principles of Macroeconomics

Arts and Humanities

Choose One Humanities/Fine Arts Elective

ENGL 2332 World Literature I

ENGL 2342 Forms of Literature I

MUSI 1306 Music Appreciation

ARTS 1301 Art Appreciation

PHIL 1301 Introduction to Philosophy

HUMA 1301 Introduction to Humanities

ASUJ Courses

ENG 1003 Composition I

MATH 1023 College Algebra

SOC 2213 Principles of Sociology

PSY 2013 Introduction to Psychology

ANTH 2233 Introduction to Cultural Anthropology

GEOG 2613 Introduction to Geography

POSC 2103 Introduction to US Government

HIST 2763 The US to 1876

HIST 2773 The US since 1876

ECON 2313 Principles of Macroeconomics

ENG 2003 World Literature to 1660

Gen Ed Fine Arts & Humanities

MUS 2503 Fine Arts Musical

ART 2503 Fine Arts Visual

PHIL 1103 Introduction to Philosophy

Gen Ed Humanities

AAS in Computer Systems Networking – Microsoft Server Administration

PARTNER Courses

English Composition

ENGL 1301 Composition I

Choose One SPCH Elective

SPCH 1311 Introduction to Speech Communication

SPCH 1315 Public Speaking

Mathematics

MATH 1314 College Algebra

Social Sciences

Choose One Social/Behavioral Science Elective

SOCI 1301 Introduction to Sociology

PSYC 2301 General Psychology

ANTH 2351 Cultural Anthropology

GEOG 1301 Physical Geography

GOVT 2305 Federal Government

HIST 1301 US History I

HIST 1302 US History II

ECON 2301 Principles of Macroeconomics

Arts and Humanities

Choose One Humanities/Fine Arts Elective

ENGL 2332 World Literature I

ENGL 2342 Forms of Literature I

MUSI 1306 Music Appreciation

ARTS 1301 Art Appreciation

PHIL 1301 Introduction to Philosophy

HUMA 1301 Introduction to Humanities

ASUJ Courses

ENG 1003 Composition I

COMS 1203 Oral Communication

COMS 1203 Oral Communication

MATH 1023 College Algebra

SOC 2213 Principles of Sociology

PSY 2013 Introduction to Psychology

ANTH 2233 Introduction to Cultural Anthropology

GEOG 2613 Introduction to Geography

POSC 2103 Introduction to US Government

HIST 2763 The US to 1876

HIST 2773 The US since 1876

ECON 2313 Principles of Macroeconomics

ENG 2003 World Literature to 1660

Gen Ed Fine Arts & Humanities

MUS 2503 Fine Arts Musical

ART 2503 Fine Arts Visual

PHIL 1103 Introduction to Philosophy

Gen Ed Humanities

AAS in Network Systems and Cyber Security Specialization

PARTNER Courses

English Composition

ENGL 1301 Composition I

General Education Elective

ENGL 1302 Composition II

Mathematics

MATH 1314 College Algebra

Social Sciences

Choose One Social/Behavioral Science Elective

SOCI 1301 Introduction to Sociology

PSYC 2301 General Psychology

ANTH 2351 Cultural Anthropology

GEOG 1301 Physical Geography

GOVT 2305 Federal Government

HIST 1301 US History I

HIST 1302 US History II

ECON 2301 Principles of Macroeconomics

Arts and Humanities

Choose One Humanities/Fine Arts Elective

ENGL 2332 World Literature I

ENGL 2342 Forms of Literature I

MUSI 1306 Music Appreciation

ARTS 1301 Art Appreciation

PHIL 1301 Introduction to Philosophy

HUMA 1301 Introduction to Humanities

ASUJ Courses

ENG 1003 Composition I

ENG 1013 Composition II

MATH 1023 College Algebra

SOC 2213 Principles of Sociology

PSY 2013 Introduction to Psychology

ANTH 2233 Introduction to Cultural Anthropology

GEOG 2613 Introduction to Geography

POSC 2103 Introduction to US Government

HIST 2763 The US to 1876

HIST 2773 The US since 1876

ECON 2313 Principles of Macroeconomics

ENG 2003 World Literature to 1660

Gen Ed Fine Arts & Humanities

MUS 2503 Fine Arts Musical

ART 2503 Fine Arts Visual

PHIL 1103 Introduction to Philosophy

Gen Ed Humanities

AAS in Chip Design and Embedded Systems Programming

PARTNER Courses

English Composition

ENGL 1301 Composition I

Mathematics

MATH 1314 College Algebra

Physical Science

PHYS 1401 College Physics I

Social Sciences

Choose One Social/Behavioral Science Elective

SOCI 1301 Introduction to Sociology

PSYC 2301 General Psychology

ANTH 2351 Cultural Anthropology

GEOG 1301 Physical Geography

GOVT 2305 Federal Government

HIST 1301 US History I

HIST 1302 US History II

ECON 2301 Principles of Macroeconomics

Arts and Humanities

Choose One Humanities/Fine Arts Elective

ENGL 2332 World Literature I

ENGL 2342 Forms of Literature I

MUSI 1306 Music Appreciation

ARTS 1301 Art Appreciation

PHIL 1301 Introduction to Philosophy

HUMA 1301 Introduction to Humanities

ASUJ Courses

ENG 1003 Composition I

MATH 1023 College Algebra

PHYS 2034 University Physics I

SOC 2213 Principles of Sociology

PSY 2013 Introduction to Psychology

ANTH 2233 Introduction to Cultural Anthropology

GEOG 2613 Introduction to Geography

POSC 2103 Introduction to US Government

HIST 2763 The US to 1876

HIST 2773 The US since 1876

ECON 2313 Principles of Macroeconomics

ENG 2003 World Literature to 1660

Gen Ed Fine Arts & Humanities

MUS 2503 Fine Arts Musical

ART 2503 Fine Arts Visual

PHIL 1103 Introduction to Philosophy

Gen Ed Humanities

AAS in Marketing

PARTNER Courses

English Composition

ENGL 1301 Composition I

General Education Elective

ENGL 1302 Composition II

Arts and Humanities

Choose One Humanities/Fine Arts Elective

ENGL 2332 World Literature I

ENGL 2342 Forms of Literature I

MUSI 1306 Music Appreciation

ARTS 1301 Art Appreciation

PHIL 1301 Introduction to Philosophy

HUMA 1301 Introduction to Humanities

ASUJ Courses

ENG 1003 Composition I

ENG 1013 Composition II

ENG 2003 World Literature to 1660

Gen Ed Fine Arts & Humanities

MUS 2503 Fine Arts Musical

ART 2503 Fine Arts Visual

PHIL 1103 Introduction to Philosophy

Gen Ed Humanities

AAS in Business Management

PARTNER Courses

English Composition

ENGL 1301 Composition I
General Education Elective
ENGL 1302 Composition II

Arts and Humanities

Choose One Humanities/Fine Arts Elective

ENGL 2332 World Literature I
ENGL 2342 Forms of Literature I
MUSI 1306 Music Appreciation
ARTS 1301 Art Appreciation
PHIL 1301 Introduction to Philosophy
HUMA 1301 Introduction to Humanities

ASUJ Courses

ENG 1003 Composition I
ENG 1013 Composition II

ENG 2003 World Literature to 1660
Gen Ed Fine Arts & Humanities
MUS 2503 Fine Arts Musical
ART 2503 Fine Arts Visual
PHIL 1103 Introduction to Philosophy
Gen Ed Humanities

AAS in International Business

PARTNER Courses

English Composition

ENGL 1301 Composition I
General Education Elective
ENGL 1302 Composition II

Arts and Humanities

Choose One Humanities/Fine Arts Elective

ENGL 2332 World Literature I
ENGL 2342 Forms of Literature I
MUSI 1306 Music Appreciation
ARTS 1301 Art Appreciation
PHIL 1301 Introduction to Philosophy
HUMA 1301 Introduction to Humanities

ASUJ Courses

ENG 1003 Composition I
ENG 1013 Composition II

ENG 2003 World Literature to 1660
Gen Ed Fine Arts & Humanities
MUS 2503 Fine Arts Musical
ART 2503 Fine Arts Visual
PHIL 1103 Introduction to Philosophy
Gen Ed Humanities

9. 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.

10. 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. 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.

11. 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.

12. 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, 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 Saigon Institute of Technology (PARTNER):

Nguyen Thi Anh Thu,
Chancellor,
Lot 14, Quang Trung Software City, District 12,
Ho Chi Minh City, Vietnam

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

13. 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.

14. 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.

15. 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.

16. SEVERABILITY

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

17. 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. As for other matters or issues that may occur during the program implementation, such issues 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 PARTNER, both parties agree to resolve all differences in a friendly manner, whenever possible.

18. ADDITIONAL REQUIREMENTS

A. **FERPA Compliance and Personal Data Protection:** PARTNER is a designated school official with a legitimate educational interest in storing, accessing, transmitting to, and receiving from ASUJ only the educational records of those Participating Student Applicants under this Agreement.

In accordance with the laws of each country on protection of personal data, the parties agree that the personal data provided by the parties, for cases in which the personal data is regarding a natural person or representatives of a legal entity, will be incorporated into a file and/or database which shall be owned by each of the parties. The purpose of providing the data is for the activities of this Agreement, as well as the maintenance of contact on both sides.

In compliance with current regulations, the parties guarantee that they have adopted the technical and organizational measures necessary to protect the data under the same standards which are used to protect said party's own data, provided that in no case shall that be less than a reasonable standard of protection. In addition, the parties shall not assign or communicate the personal data stored in their files and/or databases to third parties, except when necessary for the performance as outlined under this Agreement, when required by law or the order of a court of competent jurisdiction, or upon the written consent of the other party.

- 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 PARTNER 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.

This Agreement will take effect upon the signature of both parties.

The Agreement will have four original copies, two in English and two in Vietnamese. Each party keeps one original copy in English and one in Vietnamese. In the event of any conflict or inconsistency, the English language version of the Agreement shall control.

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

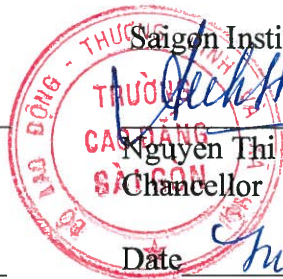
Arkansas State University – Jonesboro



Dr. Kelly Dampousse
Chancellor

Date 7/2/19

Saigon Institute of Technology



Nguyễn Thị Anh Thu
Chancellor

Date Jul 30 2018