****

**ARTICULATION AGREEMENT**

**BETWEEN**

**HUAZHONG AGRICULTURAL UNIVERSITY**

**and**

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

For articulation by \*\*\*\*\*\*\*\*\*\*\*\*

of courses offered by HZAU

**THIS AGREEMENT IS MADE BETWEEN**:

\*\*\*\*\*\*\*\*\*\*\*\*established under the\*\*\*\*\*\*\*\*\*\*\*\* and Huazhong Agricultural University established as a comprehensive public university in higher education under the Chinese law (HZAU)

**CONTEXT**

1. \*\*\*\*\*\*\*\*\*\*\*\* and HZAU recognise the value of promotion of mobility of students between institutions of higher learning.
2. \*\*\*\*\*\*\*\*\*\*\*\* and HZAU wish to provide the opportunity to students of the HZAU to obtain credit in the event that they enrol in the \*\*\*\*\*\*\*\*\*\*\*\*.
3. \*\*\*\*\*\*\*\*\*\*\*\* and HZAU recognise the institutional benefits of promotion of the articulation relationship established by this Agreement.

**1. DURATION**

1.1 This Agreement will commence on the signing date of this agreement and will, unless terminated earlier in accordance with this Agreement, cease 36 months after the commencement of this Agreement.

**2. PURPOSE**

2.1 The purpose of this Agreement is to enable students of the HZAU who enrol in degree courses of the \*\*\*\*\*\*\*\*\*\*\*\* to receive credit for courses completed at HZAU.

**3. ARTICULATION**

3.1 \*\*\*\*\*\*\*\*\*\*\*\* will accord the credit set out in the Schedule towards the granting of a \*\*\*\*\*\*\*\*\*\*\*\* degree to a HZAU student who enrols in \*\*\*\*\*\*\*\*\*\*\*\* and has completed the HZAU courses specified in the schedule, in respect of that credit.

3.2 Notwithstanding the credit standing provided in this Agreement, a student must complete the equivalent of one year of full-time study at \*\*\*\*\*\*\*\*\*\*\*\*, to satisfy course requirements for awarding of a degree at \*\*\*\*\*\*\*\*\*\*\*\*. Where the granted diploma is more than five years old, the schedules may not apply, however, each application will be considered on merit.

**4. QUALITY ASSURANCE**

4.1 HZAU will maintain the quality of its courses listed in the schedule and HZAU will advise \*\*\*\*\*\*\*\*\*\*\*\* at least nine (9) months in advance of any changes to the courses or units comprising the courses that significantly change their character.

4.2 \*\*\*\*\*\*\*\*\*\*\*\* will maintain the quality of its courses listed in the Schedule and \*\*\*\*\*\*\*\*\*\*\*\* will advise the HZAU at least nine months (9) in advance of any changes to the courses or units comprising the courses that significantly changes their character.

**5. COMMUNICATION**

5.1 Each party will advise the other party of details of their coordinating officer for the purposes of this Agreement. Communications relating to implementation of this Agreement will be directed to the coordinating officers, or in the absence of such an officer to the chief executive officer of each party.

**6. VARIATION TO SCHEDULES AND AGREEMENT**

6.1 On a no less than annual basis, the coordinating officers will discuss the Schedule to this Agreement, and other aspects of the Agreement, and review it as may be necessary to effect the purposes of this Agreement. Variation to the Schedule or the Agreement must be in writing and signed by authorised representatives of both parties.

**7. ADMISSION TO \*\*\*\*\*\*\*\*\*\*\*\***

7.1 This Agreement does not provide any rights of admission to \*\*\*\*\*\*\*\*\*\*\*\* by HZAU students. Admission to \*\*\*\*\*\*\*\*\*\*\*\* by HZAU students is subject to the provisions of \*\* law and the normal procedures, rules and policies of \*\*\*\*\*\*\*\*\*\*\*\*.

7.2 If a HZAU student satisfies the requirements outlined in the Schedule and all other entrance criteria, any requirements of law, and places are available, \*\*\*\*\*\*\*\*\*\*\*\* will provide the HZAU student with a letter of offer, in accordance with the normal processes of \*\*\*\*\*\*\*\*\*\*\*\*.

**8. INTERNATIONAL STUDENT STATUS**

8.1 HZAU students will generally be international students under \*\*\*\*\*\*\*\*\*\*\*\* law if admitted to a course at \*\*\*\*\*\*\*\*\*\*\*\*. Admission to \*\*\*\*\*\*\*\*\*\*\*\* does not exempt HZAU students from compliance with\*\*\*\*\*\*\*\*\*\*\*\* immigration law.

**9. CAMPUS VISITS**

9.1 HZAU agrees to grant access to its campuses to representatives or agents of \*\*\*\*\*\*\*\*\*\*\*\* and to facilitate visits by such representatives or agents for the purpose of promoting studies at \*\*\*\*\*\*\*\*\*\*\*\* by HZAU students.

**10. ENGLISH LANGUAGE STANDARD**

10.1 A HZAU student will be required to meet English language standards in effect in respect of courses of study at \*\*\*\*\*\*\*\*\*\*\*\*, and undertake any bridging language courses that may be required prior to or following admission.

**11. ESOS ACT AND CODES OF PRACTICE**

11.1 HZAU acknowledges that \*\*\*\*\*\*\*\*\*\*\*\* is subject to the\*\*\*\*\*\*\*\*\*and other \*\*\*\*\*\*\*\*\*\*\*\* legislation in respect of provision of services to overseas students. HZAU will comply with any reasonable request from \*\*\*\*\*\*\*\*\*\*\*\* in terms of steps that are necessary for \*\*\*\*\*\*\*\*\*\*\*\* compliance with \*\*\*\*\*\*\*\*\*\*\*\* legislation and any Codes of Practice in effect under such legislation.

**12. PROMOTIONAL ACTIVITIES**

* 1. HZAU and \*\*\*\*\*\*\*\*\*\*\*\* will jointly agree on a promotional strategy to ensure students and prospective students at HZAU are aware of the articulation benefits available under this Agreement. The promotional strategy may include:

1. materials, including this Agreement, on the respective websites of \*\*\*\*\*\*\*\*\*\*\*\* and HZAU;
2. provision of links to information regarding the programmes and activities of \*\*\*\*\*\*\*\*\*\*\*\* and HZAU;
3. subject to conclusion of a licence agreement, inclusion of the trade marks or logos of \*\*\*\*\*\*\*\*\*\*\*\* or HZAU
4. promoting \*\*\*\*\*\*\*\*\*\*\*\* as HZAU's Pathway Partner

12.2 All advertising and promotion of the articulation benefits must be accurate and not misleading.

12.3 HZAU will not represent that it is an agent of \*\*\*\*\*\*\*\*\*\*\*\* or that \*\*\*\*\*\*\*\*\*\*\*\* has in any manner provided endorsement or quality assurance in respect of the activities of HZAU.

**13. TRADEMARKS AND INTELLECTUAL PROPERTY**

13.1 The parties agree that if agreement is reached for the use of a trademark of one party by the other party for the purposes of this Agreement, that the parties will conclude a separate agreement to licence the use of the trademark.

13.2 The parties agree that whilst a HZAU student is studying at \*\*\*\*\*\*\*\*\*\*\*\* pursuant to the arrangements contemplated by this Agreement, any Intellectual Property created by such students will be subject to the provisions of the \*\*\*\*\*\*\*\*\*\*\*\* Intellectual Property Policy which may be amended from time to time.

**14. ASSIGNMENT**

14.1 Neither party shall assign this Agreement or sub-contract any of its rights and obligations hereunder it is agreed to in advance in writing by the other party.

**15. NON-EXCLUSIVITY**

15.1 The parties agree that neither party is prevented by this Agreement from entering articulation agreements with other parties.

**16. PROVISION OF GUIDANCE TO STUDENTS**

16.1 HZAU agrees to arrange on a regular basis for information and guidance to be provided to its students on the availability and requirements relating to articulation under this Agreement.

**17. WARRANTY REGARDING COMPLIANCE WITH LOCAL LAW**

17.1 HZAU warrants that it will ensure at all times that its activities are conducted in accordance with applicable laws in the People’s Republic of China.

17.2 \*\*\*\*\*\*\*\*\*\*\*\* warrants that it will ensure at all times that its activities are conducted in accordance with applicable laws of \*\*\*\*\*\*\*\*\*\*\*\*.

**18. EFFECT OF CHANGES TO ARTICULATED COURSES**

18.1 The parties agree that changes to articulated courses of one party may result in the basis of this Articulation Agreement being significantly changed. Such changes will be communicated by either party and informed the other party that the basis for articulation in respect of a particular course no longer subsists.

**19. PRIVACY AND CONFIDENTIALITY**

19.1 Each party must ensure that private information pertaining to the students of either party is not disclosed or permitted to be disclosed to any third party, except in accordance with the law applicable to the party, and solely for the purpose of giving effect to this Agreement.

19.2 In respect of private information transmitted between the parties, it is agreed that each party will comply with any legal requirement that arises in respect of that transmission, as a result of the operation of the law applicable to the transmitting party.

19.3 The parties must treat confidential information pertaining to the other party as confidential, and not disclose it to any third party, except with the written consent of the party to whom the information pertains.

19.4 It shall be the responsibility of each party to ensure that its employees, officers and agents comply with the obligations of privacy or confidentiality imposed upon it by this clause as if personally bound by such obligations.

19.5 Each party’s obligations under this clause shall survive termination of this Agreement and endure until the Confidential Information disclosed to it lawfully becomes part of the public domain.

**20. INDEMNITY**

20.1 HZAU agrees to indemnify \*\*\*\*\*\*\*\*\*\*\*\* against any liability, loss or damage \*\*\*\*\*\*\*\*\*\*\*\* suffers and arising from a negligent or wilful act or failure to act by an employee or agent of HZAU arising directly or indirectly in relation to this Agreement except to the extent that such liability, loss or damage is caused or contributed to through the negligent or wilful act or failure to act by a member of University staff. HZAU agrees that this indemnity is a continuing one and survives the termination of the Agreement.

20.2 \*\*\*\*\*\*\*\*\*\*\*\* agrees to indemnify HZAU against any liability, loss or damage the HZAU suffers arising from a negligent or wilful act or failure to act by an employee or agent of \*\*\*\*\*\*\*\*\*\*\*\* arising directly or indirectly in relation to this Agreement except to the extent that such liability, loss or damage is caused or contributed to through the negligent or wilful act or failure to act by an employee or agent of HZAU. \*\*\*\*\*\*\*\*\*\*\*\* agrees that this indemnity is a continuing one and survives the termination of the Agreement.

**21. DISPUTE RESOLUTION**

21.1 Before resorting to external dispute resolution mechanisms, the Parties shall attempt to settle by negotiation any dispute in relation to this Agreement including referring the matter to personnel who may have authority to intervene and direct some form of resolution.

21.2 If a dispute is not settled by the Parties within 10 working days of one Party first sending to the other Party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.

**22. TERMINATION**

22.1 This Agreement may be terminated by either party by giving 6 months

written notice.

22.2 Without affecting any other provision of this Agreement, either party may terminate this Agreement upon the happening of any one or more of the following events:-

1. Any party defaults in fully performing, observing or fulfilling any provisions of this Agreement and, if such default is capable of remedy, where the default has not been remedied within the period of time specified in a notice in that regard being provided to the defaulting party by the non-defaulting party;
2. Either party has appointed liquidation, provisional liquidator, administrator or similar officer or a like appointment is made in relation to the assets of either party;
3. An application is made to a competent court for an order or an order is made or a meeting is convened or a resolution is passed for the purpose of appointing a person referred to in the preceding paragraph or for the winding up of a party or for implementing scheme or arrangement, or for placing either party under administration;
4. At any time it is unlawful for either party to perform any of its obligations under this Agreement;
5. Either party fails to duly and punctually comply with the proper laws binding on it for the purposes of the rights and obligations specified in this Agreement;
6. Any other event or series of events occurs which, in the reasonable opinion of either party, renders it impracticable or impossible to observe and fulfil the terms of this Agreement.

22.3 Termination of this Agreement for any reason shall not extinguish, prejudice or affect any antecedent rights that may have accrued to a party prior to the date of termination.

**23. GENERAL PROVISIONS**

23.1 The law of \*\*\*\*\*\*\*\*\*\*\*\* governs this Agreement and the parties agree that any dispute arising from this Agreement will be subject to the jurisdiction of the courts of \*\*\*\*\*\*\*\*\*\*\*\*.

23.2 This Agreement:

1. constitutes the entire agreement of the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and
2. may only be altered in writing and signed by each of the parties.
   1. This Agreement does not create a partnership or agency of any kind between

the parties. Neither party will represent itself as the partner or agent of the other.

* 1. Each party will take any action and execute any documents necessary to give

effect to this Agreement.

* 1. This Agreement supersedes and terminates any previous agreement between the parties on this subject matter.
  2. Except as explicitly provided otherwise, each party will bear its own costs in respect of all aspects of preparation, execution or implementation of this Agreement.
  3. Any clause which is unenforceable, illegal or void is severable from this Agreement. The remainder of the Agreement will continue to have full effect.

23. 8 The waiver of any rights under this Agreement is only effective if it is in writing by the party waiving its rights. Forbearance does not amount to waiver under this Agreement. Waiver in respect of any particular right arising under this Agreement will not result in waiver of other provisions of this Agreement.

23.9 Any attachments, schedules, annexure or enclosures to this Agreement form part of the Agreement.

23.10 The signatories hereby personally warrant that they have express and sufficient authority to execute this Agreement on behalf of the party on whose behalf they have signed.

23.11 In this Agreement:

(a) Any notice or communication given under this Agreement each party will be in writing and will be delivered, sent by prepaid post, sent by facsimile or email to the other party’s address, facsimile number or email address (as the case may be) specified in the Contact Details Schedule, or such other address or contact number as notified from time to time by the parties.

(b) In this subclause business day ("business day") means a day which is not a Saturday, Sunday or a public holiday in the State of\*\*\*\*\*\*\*\*\*\*\*\*s or the People’s Republic of China.

(c) A notice or other communication given under or about this Agreement is taken to be received (as the case may be):

(i) if delivered personally, on the business day it is delivered;

(ii) if sent by ordinary prepaid post, 3 business days after posting; or

(iii) if transmitted electronically when the sender receives acknowledgment that the communication has been properly transmitted to the recipient.

**24. DEFINITIONS**

In this Agreement:

**‘Agreement’** means this agreement as entered into by \*\*\*\*\*\*\*\*\*\*\*\* and the HZAU.

**‘Articulation’** for the purposes of this Agreement, refers to the granting of credit towards the gaining of a tertiary qualification in respect of courses undertaken at another educational institution.

**‘Intellectual Property Rights**’ means all intellectual property rights including but not limited to:

1. patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information kept confidential;
2. any application or right to apply for registration of any rights referred to in Clause 13 of this Agreement.

**‘\*\*\*\*\*\*\*\*\*\*\*\*’** means \*\*\*\*\*\*\*\*\*\*\*\*and includes its successors and assigns.

**SIGNATURE PAGE**

**This agreement is dated**

For and on behalf of For and on behalf of

\*\*\*\*\*\*\*\*\*\*\*\* **HUAZHONG AGRICULTURAL UNIVERSITY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Appendix A. SCHEDULE

**Articulation Credits Into The   
BACHELOR OF SCIENCE (ENVIRONMENTAL SCIENCE)**

**at \*\*\*\*\*\*\*\*\*\*\*\***

Articulation by students who have completed years 1-3 of the Bachelor of Environmental Science at Huazhong Agricultural University.

Students will have to satisfy the English entry requirement with IELTS overall score of 6.5 (minimum 6 in each band) or equivalent

1. prior to the commencement of the \*\*\*\*\*\*\*\*\*\*\*\* Course Code 3680Bachelor of Science (Environmental Science) (CRICOS Code:074707G).
2. Students who have completed years 1-3 of the Bachelor of Environmental Science are eligible to apply for advanced standing in the \*\*\*\*\*\*\*\*\*\*\*\* Bachelor of Science (Environmental Science) (CRICOS Code:074707G) and to follow a specific study pathway towards completion of the \*\*\*\*\*\*\*\*\*\*\*\* Bachelor of Science.
3. Students may enrol in either semester, Autumn or Spring.
4. Students will be eligible for the International Partner Direct Recruitment incentive of 10% tuition fee waiver. The tuition fee is approximately AUS$25,000 per year. The exact amount of the tuition fee varies slightly each year. Students can get a discount of 10% of the tuition fee. Information can be found on the website of the Western Sydney University.
5. Students will be given the following (160CP) specified units that include 10 Core Units, 2 Block Credits plus 40 credit points of unspecified electives

|  |  |  |
| --- | --- | --- |
| Core Units | | |
| 300802 | Biodiversity | 10 |
| 300811 | Scientific Literacy | 10 |
| 300808 | Introductory Chemistry | 10 |
| 300816 | Cell Biology | 10 |
| 300803 | Essential Chemistry 2 | 10 |
| 101646 | Analysis of Spatial Data | 10 |
| 300831 | Quantitative Thinking | 10 |
| 300839 | Ecology | 10 |
| 300857 | Environmental Geochemistry | 10 |
| 300843 | Forensic and Environmental Analysis | 10 |
|  |  | Total: 100 |

|  |  |  |
| --- | --- | --- |
| Block Credit | | |
| 300841 | Environmental Regulation and Policy | 10 |
| 300836 OR 300861 | Botany OR Vertebrate Biodiversity | 10 |
|  |  | Total: 20 |

|  |  |  |
| --- | --- | --- |
| Unspecified Units | | |
|  |  | Total: 40 |

1. To complete requirements for award of a \*\*\*\*\*\*\*\*\*\*\*\* 3680 Bachelor of Science degree, the student will need to complete the residual program that include 80 credit points at University of Western Sydney.

|  |  |  |
| --- | --- | --- |
| 300824 | Management of Aquatic Environments | 10 |
| 300837 | Climate Change Science | 10 |
| 300813 | Wildlife Studies | 10 |
| 300978 | Marine and Aquatic Ecology | 10 |
| 300810 | Resource Sustainability | 10 |
| 300855 | Conservation Biology | 10 |
| 300909 | Biological Adaptation to Climate Change | 10 |
| 300918 | Invertebrate Biology | 10 |
|  |  | Total: 80 |

(g)Huazhong Agricultural University recognizes the credits the students obtain from the University of \*\*\*\*\* the substitute of the required credits of corresponding courses in the training program at Huazhong Agricultural University. The students can be awarded the degrees by both Huazhong Agricultural University and \*\*\*\*\*\*\*\*\*\*\*\*on the condition that the students meet the requirements of graduation and degree granting of Huazhong Agricultural University.

|  |
| --- |
| Rationale for Block Credit  In these two cases, there is not a direct relationship between a HZAU unit and a \*\*\*\*\*\*\*\*University unit, due to slightly different interpretations of environmental science that, in part, reflect the strengths of each institution. Indeed, similar variations occur amongst environmental programs within\*\*\*\*\*\*\*\*\*.  The HZAU program in Environmental Science has a strong focus on environmental analysis and monitoring. The combination of HZAU units and the 80 CP of \*\*\*\*\*\*\*\*\*University units will provide a particularly strong, rigorous and practical degree program.  While 300841 Environmental Regulation and Policy is a significant unit within an \*\*\*\*\*\*\*\*\* context, its focus on State and Federal legislation renders it far less useful for international students.  The selection of 300836 Botany or 300861 Vertebrate Biodiversity is intended to allow students to tailor the focus of their program within the discipline strengths at \*\*\*\*\*\*\*\*\* University. However, Huazhong Agricultural University students will have achieved an equivalent focus on environmental monitoring and testing.  Student outcomes have been subjected to a detailed review to ensure that the proposed structure meets the Threshold Learning Outcomes for Environment and Sustainability, and all Course Learning Outcomes and Graduate Attributes for the BSc (Environmental Science). |

**CONTACT DETAILS SCHEDULE**

Address for Notices

(a) Any notice given by \*\*\*\*\*\*\*\*\*\*\*\*to HZAU must be sent in accordance with the following details:

Name: Professor \*\*\*\*\*\*\*\*

Address: \*\*\*\*\*\*\*\*\*\*

Telephone: \*\*\*\*\*\*\*\*\*\*

E-mail: \*\*\*\*\*\*\*\*\*\*\*

(b) Any notice sent by HZAU to \*\*\*\*\*\*\*\*\*\*\*\*must be sent in accordance with the following details:

Name: \*\*\*\*\*\*\*\*\*\*\*\*

Address: \*\*\*\*\*\*\*\*\*\*\*\*\*

Facsimile: \*\*\*\*\*\*\*\*\*\*\*\*\*

Telephone: \*\*\*\*\*\*\*\*\*\*\*\*\*

E-mail: \*\*\*\*\*\*\*\*\*\*\*\*\*\*