

**2+2 UNDERGRADUATE DEGREE PROGRAM ARTICULATION AGREEMENT
BETWEEN
APPALACHIAN STATE UNIVERSITY
AND
DUY TÂN UNIVERSITY**

This Program Articulation Agreement is an addendum to the Memorandum of Understanding signed on November 19, 2010 between Appalachian State University (Appalachian) located in Boone North Carolina (USA) and Duy Tân University (DTU) located in Danang (Vietnam).

I. NAME OF THE PROGRAM

The name of the program is the Appalachian-DTU 2+2 Undergraduate Degree Program (referred to herein as the “Program”).

II. STATEMENT OF COOPERATION

The purpose of this Agreement is to facilitate the transfer of DTU students who have completed their first two years of study at DTU following the curriculum outlined in the attached General Education Curriculum Articulation (Appendix I) to Appalachian during their third year to pursue undergraduate studies toward a bachelor’s degree from Appalachian. Appalachian and DTU will maintain the integrity of their separate programs and enter into this agreement as equal partners.

III. PROGRAM ADMINISTRATION

The persons designated to coordinate activities under this Program Agreement are the Associate Vice Chancellor for International Education and Development at Appalachian and Provost and Director of Human Resources at the DTU.

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Appalachian State University
401 Academy Drive
ASU Box 32083,
IG Greer Bldg, Room 238
Boone, North Carolina 28608, USA
Phone: 1-828-262-2046

Office of the Provost and
Director of Human Resources
Duy Tân University
K7/25 Quang Trung, 6th Floor
Da Nang, Vietnam
Phone: 84-511-3-650-403/84-903-569-338

IV. ACCREDITATION

- 4.1 **Accreditation of DTU:** DTU warrants that it is accredited by the Vietnamese Ministry of Education and Training to offer bachelor’s degrees in Vietnam. DTU shall notify Appalachian if such accreditation ceases to exist.
- 4.2 **Accreditation of Appalachian:** Appalachian warrants that it is accredited by the Southern Association of Colleges and Schools (SACS). Appalachian shall notify DTU if such accreditation ceases to exist.

V. RESPONSIBILITIES OF THE PARTIES

5.1 Responsibilities of Duy Tân University and its Students

- 5.1.1 Recommended students shall have followed the prescribed curriculum, as outlined in the General Education Curriculum Articulation (Appendix I). DTU students pursuing degrees other than business shall be required to take six credit hours of FL 1000 and ENG 2001 at Appalachian. DTU students pursuing a business degree shall be required to take additional three credit hours of LAW 2150.
- 5.1.2 Recommended students shall also have the equivalent of IELTS score of 5.5 or TOEFL score of 75 Internet-based test (IBT) (with a minimum of 16 on the writing section) or 550 on the paper-based test (PBT).
- 5.1.3 Recommended students shall submit all documents required for admission to Appalachian-- completing the online application form, paying the application fee, letters of recommendations, IELTS/TOEFL test scores, and bank statement indicating financial ability. Incomplete applications shall not be reviewed for admission at Appalachian. Recommended students' applications for admissions shall be completed by December 1 of each year for study at Appalachian beginning in August of the following year.
- 5.1.4 DTU shall submit to Appalachian official transcripts for recommended students. Copies of transcripts sent by individual students shall not be accepted.
- 5.1.5 To allow sufficient time for recommended students to apply for their U.S. visas, recommended students shall schedule the visa application appointments by June 15 of each year. Recommended student who applies to study at Appalachian on a student visa must have a primary purpose of studying full time (taking a minimum of four courses equivalent to 12 credit hours per semester excluding the summer period).

5.2 Responsibilities of Appalachian State University

- 5.2.1 Appalachian shall provide DTU with sufficient promotional and marketing materials about Appalachian for recommended students and their parents as per DTU's requests.
- 5.2.2 Appalachian shall review all completed admission applications for recommended students and provide the admissions decisions by March 15 of each year for students who will start their studies at Appalachian in August of each year. Appalachian alone shall make final judgment/decision on the admissibility of each recommended student.
- 5.2.3 Once the recommended students are admitted, Appalachian shall issue the I-20 Form to the recommended students in order for them to apply for their U.S. visas. The I-20 Forms shall be sent directly to DTU and not the individual student.
- 5.2.4 Appalachian shall meet the recommended students at the Charlotte International Airport in August when they arrive in the U.S. to commence their studies at Appalachian.

- 5.2.5 Appalachian shall provide an orientation program, as part of the orientation for all international students at the University, to the recommended students to introduce them to the University and to aid them in understanding what they need to do to be successful in their studies.
- 5.2.6 Appalachian shall charge, and the recommended students shall pay, applicable out-of-state tuition and fees as well as room and board, for each semester of enrollment at Appalachian.
- 5.2.7 Appalachian shall provide on campus housing for the recommended students while studying at the University.
- 5.2.8 Upon commencement of studies at Appalachian by the recommended students, Appalachian shall provide recommended students with copies of, and recommended students shall be expected to adhere to, all Appalachian policies and procedures governing student conduct, including the policy regarding Academic Standing (Probation and Suspension Policy), as published in the University's Undergraduate Bulletin. The student visa status shall be withdrawn by the University and the recommended student shall be required to return to Vietnam if found, pursuant to the University's student conduct procedures, in violation of University's policies and procedures governing student conduct. Neither DTU nor Appalachian shall be responsible for any costs associated with the student's return to Vietnam.

VI. NON-EXCLUSIVITY, ASSIGNMENT, INDEPENDENT CONTRACTORS, AND PUBLICITY

- 6.1 **Non-Exclusivity:** This Agreement is not exclusive. However, Appalachian shall not enter into similar agreements with any other party in Vietnam for the duration of this agreement.
- 6.2 **Assignment:** Neither party may assign its rights or delegate its duties under this Program Agreement. Any attempted assignment or delegation in violation of this clause shall be null and void.
- 6.3 **Independent Contractors:** The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Program Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- 6.4 **Publicity:** The parties may refer to their affiliation as established in this Program Agreement in their respective catalogs, brochures and other information distributed to the public.

VII. TERM, TERMINATION, AMENDMENT, RENEWAL, AND CONFLICT RESOLUTION

- 7.1 This Program Agreement shall become effective on the date of its signing by both parties, continue thereafter for five (5) years subject to revision or modification by mutual written agreement and shall terminate automatically at the end of such period unless 180 days prior to termination, the parties provide written notice to each other of their intention to renew the agreement for an additional two-year term.

- 7.2 Either party may terminate this Program Agreement at any time, subject to the notice provision required herein. Termination by one party shall be effected by giving the other party at least 180-day advance written notice before the first day of the following academic year at Appalachian or DTU whichever is earlier, but any students who have been selected and admitted to Appalachian or who have commenced their studies at Appalachian at the date of termination shall not be affected. Termination shall be without penalty.
- 7.3 Any amendment to this Program Agreement shall be made only with written agreement by both parties.
- 7.4 This Program Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each party. Therefore, by virtue of this good faith, any conflict that may arise with respect to its interpretation, formalization, and fulfillment will be resolved by agreement between the two parties.

Appalachian and DTU have agreed to and have executed this Program Agreement by their authorized representatives.

Duy Tân University

Appalachian State University

Bao Le Nguyen
Vice Provost, Director of Human Resources

Lori Stewart Gonzalez
Provost & Executive Vice Chancellor

Date

Date