

Articulation Agreement

UniSA **University of South Australia** ABN 37 191 313 308, a body corporate established pursuant to the provisions of the University of South Australia Act 1990 (SA)

Address Hawke Building, 55 North Terrace, Adelaide SOUTH AUSTRALIA 5000

Email address Juan.OspinaSarmiento@unisa.edu.au

Attention Juan Ospina Sarmiento

YunTech **National Yunlin University of Science and Technology**

Address 123 University Road, Section 3, Douliou, Yunlin 64002, Taiwan

Email address lxiaoru@yuntech.edu.tw

Attention Su Chwen-Tzeng

Background

- A. This Agreement sets out the terms for the Articulation and progression of YunTech students into UniSA Programs to be undertaken on-campus in Adelaide, South Australia.
- B. The details of currently approved credit arrangements for the Articulation Arrangement are specified in the Academic Unit Credit Schedules, as set out in Schedule 1, and any additional credit arrangements will be set out in accordance with the template at Schedule 2.

It is agreed as follows.

Definitions and interpretation

1. In this Agreement, unless the contrary intention appears:

Academic Unit Credit Schedule means:

- a) any schedule attached to this Agreement as Schedule 1 as at the Commencement Date; and
- b) any additional Schedules executed by the parties during the Term, in accordance with clause 7.

Articulation is a specific design within education and training programs to facilitate and maximise opportunities for students to proceed from one level of education/training to the next.

Articulation Arrangement means a specific arrangement to facilitate Articulation for students, as set out in the Academic Unit Credit Schedules to this Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in South Australia.

Commencement Date means the date that the last party signs this Agreement.

Confidential Information means all information passing from either party to the other party, relating to its business, and includes any information that:

- a) by its nature, is confidential;
- b) is designated by a party as confidential; or
- c) a party knows, or ought to know, is confidential,

but does not include information which is within the public domain, for reasons other than a breach of this Agreement, is required to be disclosed by law or is lawfully obtained or independently developed by the other party.

Course means a discrete basic component of a Program undertaken by the student.

ESOS Act means the *Education Services for Overseas Students Act 2000* (Cth).

ESOS Framework means the legislative framework established under the ESOS Act.

Expiry Date means the date specified in an Academic Unit Credit Schedule for its expiration.

Intellectual Property Rights means all intellectual property rights anywhere in the world, whether registered or unregistered, including business names, Confidential Information, copyright (but excluding Moral Rights), know-how, patent rights, trade marks, trade names, and any right of registration, renewal and extension of such rights.

Moral Rights means moral rights as described in Part IX of the *Copyright Act 1968* (Cth) and any analogous rights arising anywhere in the world.

Personal Information means information or an opinion about an identified individual or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not; and
- b) whether the information or opinion is recorded in a material form or not.

Program means an approved combination of Courses which lead to the award of a degree, diploma, certificate or other qualification from UniSA or YunTech (as the case may be), upon successful completion.

Program Materials means all materials in electronic or hard copy formats which are reasonably necessary for the proper delivery of a Program including:

- a) computer based learning materials and databases;
- b) handouts;
- c) lecture notes and tutorial notes; and
- d) any other materials for instruction or facilitation of a Program.

TEQSA means the Tertiary Education Quality and Standards Agency and any successor or replacement body.

Term means the term of this Agreement, as determined under clause 4.

UniSA International means the internal unit responsible for international student admissions and enrolment at UniSA.

2. In this Agreement, unless it is stated to the contrary:
 - 2.1. references to documents (including this Agreement) are to the document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or the relevant document;
 - 2.2. the meaning of general words is not limited by specific examples introduced by including, for example, or similar expressions;
 - 2.3. references to agree, approve or consent are references to agreement, approval or consent (as the case may be) in writing;
 - 2.4. a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
 - 2.5. if an act fails to be performed on a day which is not a Business Day, the act shall be performed no later than the next Business Day;
 - 2.6. if this Agreement or any part of it is translated into a language other than English, the English language version shall prevail to the extent of any inconsistency;
 - 2.7. headings are for convenience only and do not affect the interpretation of this Agreement;
 - 2.8. the meaning of general words is not limited by specific examples introduced by *including* or *for example*, or similar expressions; and
 - 2.9. nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.
3. If there is any inconsistency between these terms, the Schedules and any document incorporated by reference into this Agreement (regarding the same subject matter), the order of priority for the purposes of interpretation is:
 - 3.1. the Schedules;
 - 3.2. these terms; and
 - 3.3. any other document incorporated by reference into this Agreement.

Term

4. The Agreement will commence on the Commencement Date and will continue for three (3) years, unless earlier terminated in accordance with the terms of this Agreement.

Articulation arrangement

5. The Articulation Arrangements to which this Agreement will apply will be agreed by YunTech and UniSA and will be set out in the Academic Unit Credit Schedules.
6. The parties acknowledge and agree that any Academic Unit Credit Schedule attached to this Agreement at Schedule 1 is subject to the terms of this Agreement from the Commencement Date, notwithstanding that an Academic Unit Credit Schedule may have been executed

between the parties prior to the Commencement Date. In the event of any dispute between the parties in respect of an Academic Unit Credit Schedule executed prior to the Commencement Date, the Academic Unit Credit Schedule will be interpreted in accordance with the terms of this Agreement.

7. The parties agree to meet in good faith and negotiate any additional Academic Unit Credit Schedules from time to time during the Term. Any additional Academic Unit Credit Schedule agreed between the parties is subject to both parties executing any additional Academic Unit Credit Schedule in the form set out in Schedule 2 of this Agreement, having regard to the Articulation Arrangement requirements, including:
 - 7.1. Course mapping and approval;
 - 7.2. the relevant Courses offered by the YunTech Program;
 - 7.3. the credit granted by the YunTech Program;
 - 7.4. the relevant Courses offered in the UniSA Program;
 - 7.5. the remaining credit to be granted in the UniSA Program; and
 - 7.6. regular reviews of the arrangements the subject of the Academic Unit Credit Schedule, to be conducted at the intervals set out in the "Review Date" section of that Schedule.
8. Students of YunTech are required to apply for admission to UniSA through UniSA International.
9. Students who apply for admission and Articulation through UniSA International into a UniSA Program must:
 - 9.1. have successfully completed the YunTech Courses as set out in the relevant Academic Unit Credit Schedule with a minimum of a pass or such other grade which is detailed in that Academic Unit Credit Schedule;
 - 9.2. meet UniSA's English language criteria ([English Language Requirements](#)) and other entry criteria as set out in the relevant Academic Unit Credit Schedule; and
 - 9.3. satisfy all Australian Government requirements to obtain a student visa for the duration of their period of study in Australia.
10. Students of YunTech will study the Courses required at UniSA to complete the UniSA Program. These Courses will be the same as those undertaken by Australian onshore students, as set out in the Academic Unit Credit Schedule.
11. If the credit arrangement reflected by an Academic Unit Credit Schedule is altered:
 - 11.1. before a student has accepted their offer from UniSA or commenced their study in the UniSA Program, YunTech will inform all such students that their offer may need to be withdrawn. It will then be the responsibility of UniSA to offer a suitable alternative to each student so affected; and
 - 11.2. after a student has commenced their study in the UniSA Program, UniSA will honour the credit arrangement set out in the Academic Unit Credit Schedule at the time the student accepted their offer from UniSA.
12. On satisfactory completion of an Articulation Arrangement, students will be awarded the relevant degree and parchment for the UniSA Program from UniSA.

Curriculum assessment

13. This Agreement and the Academic Unit Credit Schedules have been entered into on the basis of the curricula for the YunTech Programs which have been submitted to and assessed by UniSA.
14. Should YunTech vary the learning outcomes of any of the YunTech Programs, it must submit the new curriculum to UniSA for further assessment at least three (3) months prior to implementing the new curriculum. UniSA will provide written confirmation of assessment and agreement, or rejection of, the new curriculum within three (3) months of receipt. Approval of credit and/or advanced standing will be given in accordance with the academic requirements of UniSA. New curriculum cannot be implemented or credit and/or advanced standing granted without the prior written consent of UniSA.
15. In making an assessment under clause 14, UniSA may have regard to requirements imposed by TEQSA, UniSA's own policies and procedures on the recognition of prior learning as updated from time to time, whether the approval of credit is proportionate to the level of experience and whether it will disadvantage students or diminish the integrity of the qualification awarded.

ESOS Act Compliance

16. UniSA is required to comply with the ESOS Act.
17. For so long as it is required, in order to ensure compliance with the ESOS Act, UniSA will issue a 'Letter of Offer' either directly or through YunTech to each applicant which will contain information about:
 - 17.1. UniSA's campus locations, facilities, equipment and learning resources;
 - 17.2. the relevant UniSA Program, including the duration and assessment methods;
 - 17.3. UniSA Program fees and refund conditions;
 - 17.4. the grounds on which the student's enrolment may be deferred, suspended or cancelled;
 - 17.5. UniSA's complaints and appeal process;
 - 17.6. the ESOS Framework;
 - 17.7. living in Australia and the local environment, including information about travel and transport, accommodation options and costs of living and realistic information of availability of part-time work;
 - 17.8. the minimum level of English language ability and educational qualifications required for acceptance into the UniSA Program; and
 - 17.9. any other information as required by the ESOS Act from time to time.
18. YunTech will ensure that any requests for advice in relation to Australian visas or migration law are referred to UniSA, provided that nothing in this Agreement obliges UniSA to supply or procure advice in relation to those matters. YunTech accepts that the provision of inaccurate and inappropriate advice on Australian visas or migration law by YunTech may lead to termination of this Agreement.

Accommodation

19. YunTech students will be responsible for locating accommodation in South Australia and associated costs. UniSA may assist YunTech students in locating accommodation. UniSA will not be responsible for the costs of the accommodation.
20. YunTech should advise students as early as possible that they are responsible for all accommodation and associated costs.

Ownership of Programs

21. All UniSA Programs, Program Materials and all associated Intellectual Property Rights will remain the property of UniSA and all YunTech Programs, Program Materials and all associated Intellectual Property Rights will remain the property of YunTech.
22. All Intellectual Property Rights associated with the Articulation Arrangement will vest immediately upon creation in UniSA.

Promotion and use of logo

23. UniSA will supply YunTech with brochures providing details of relevant UniSA Programs and information for YunTech to advertise and market the Articulation Arrangement.
24. Subject to clauses 25 and 29.2, for the Term, UniSA grants YunTech a non-exclusive, non-transferable, worldwide, royalty free licence to use its name and logo for the purpose of promoting the Articulation Arrangement, subject to compliance by the YunTech with any brand guidelines and other written specifications for the use of the name and logo of UniSA.
25. YunTech must obtain written approval for all other advertising and marketing of the UniSA Programs (including the Articulation Arrangement) and for the use of UniSA trade marks, logos, CRICOS code or brand messages. UniSA's CRICOS provider code 00121B must be displayed in all relevant promotional material.
26. For the Term, YunTech grants UniSA a non-exclusive, non-transferable, worldwide, royalty free licence to use its name and logo for the purpose of promoting the Articulation Arrangement.
27. YunTech agrees to grant UniSA access to current and prospective students of YunTech for the purposes of promoting to them the Articulation Arrangements set out in the Academic Unit Credit Schedules.

Termination of the Agreement

28. This Agreement may be terminated by either party:
 - 28.1. at any time, by either party giving six (6) months' written notice to the other party of its intention to terminate this Agreement; or
 - 28.2. with immediate effect if the other party commits a breach of this Agreement which remains unremedied for a period of at least fourteen (14) days after receipt of a notice from the non-defaulting party, specifying what is required to remedy the breach.
29. This Agreement may be immediately terminated by UniSA by written notice to YunTech:
 - 29.1. if YunTech breaches clause 18; or

29.2. if YunTech engages in any act or omission which liable to damage the goodwill, business or reputation of UniSA, including any false or misleading representations to students or prospective students regarding the expected benefits or, or any employment opportunities arising from, participation in the Articulation Arrangement

30. In the event of termination:

30.1. YunTech will cease to promote or advertise the UniSA Programs (including the Articulation Arrangements);

30.2. where an Academic Unit Credit Schedule expires before the date of termination there will be no effect; and

30.3. where an Academic Unit Credit Schedule has an Expiry Date which is after the date of termination of this Agreement, the Agreement Term will be extended in relation to that Academic Unit Credit Schedule only and the parties will in respect of such students, continue to observe and perform their obligations under this Agreement until the Expiry Date of the Academic Unit Credit Schedule. For the avoidance of doubt, no additional Academic Unit Credit Schedules may be executed after the date of termination of this Agreement.

31. Termination of this Agreement does not affect the accrued rights or remedies of either party.

Confidentiality

32. Each party will keep strictly confidential:

32.1. all Confidential Information concerning the other party or its dealings; and

32.2. the terms of this Agreement,

except that such Confidential Information may be disclosed by a party to its insurers, bankers, auditors or professional advisers, as required by law or with the consent of the other party.

Privacy

33. Each party agrees that, to the extent that it has access to, or obtains any Personal Information from the other party or otherwise in connection with this Agreement, it will comply with the other party's Privacy Policy (if applicable) and/or any other reasonable directions in connection with the collection, use and storage of such Personal Information. UniSA's Privacy Policy can be found at i.unisa.edu.au/policies-and-procedures/university-policies/hr/privacy-policy/

Insurance

34. Each party must maintain at its own cost, adequate insurance, including public risk insurance and professional indemnity insurance, to cover its activities under this Agreement.

Notices

35. Any notice given under this Agreement must be in writing and delivered to the physical address or email address for the recipient specified in this Agreement or such other physical address or email address as the party has notified to the other party as its updated address for the purposes of this Agreement.

36. Notices will be taken to be duly given:

36.1. in the case of delivery in person, when delivered;

- 36.2. in the case of delivery by post, five (5) Business Days after the date of posting (if posted to an address in the same country) or fifteen (15) Business Days after the date of posting (if posted to an address in another country); and
- 36.3. in the case of email, one (1) Business Day after the date on which the email is sent, provided that the sender has not by that time received a delivery failure notification (or similar notification).
37. If the result under clause 36 is that a notice would be taken to be given on a day that is not a Business Day, then it will be taken to have been given on the next Business Day.

Relationship of parties


38. Nothing in this Agreement creates any relationship of partnership or joint venture or agency between UniSA and YunTech, unless expressly stated otherwise by the parties.

Miscellaneous

39. This Agreement is governed by and construed in accordance with the laws of the State of South Australia and the parties submit themselves to the non-exclusive jurisdiction of the Courts of South Australia.
40. The *Electronic Transactions Act 2000* (SA) applies to this Agreement and YunTech consents to UniSA executing this Agreement by way of an electronic signature, if required.
41. This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
42. The terms of this Agreement may be amended at any time by mutual written consent of the parties.
43. Any waiver by a party must be made in writing and signed by that party.
44. This Agreement may be executed in any number of counterparts. All counterparts when exchanged, which exchange may also occur electronically, will be taken to constitute one document.
45. Each party must do all things reasonably necessary to carry out its obligations under this Agreement.
46. Any indemnity, obligation of confidentiality or other term which by its nature is intended to survive termination of this Agreement will survive termination of this Agreement.
47. If any part of this Agreement is held to be invalid or unenforceable in any way, it will be severed, and the remaining provisions will remain unaffected and in full force for the remainder of the Term.

Executed by the parties as an agreement

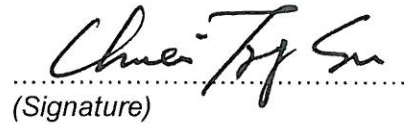
Signed for and on behalf of the **University of South Australia** in accordance with the Vice Chancellor's authorisation:


.....
(Signature)

Gabrielle Rolan

Pro Vice Chancellor: International
9.3.22
.....
(Date)

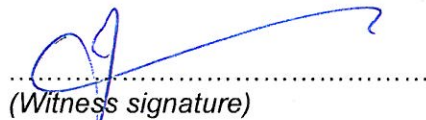
Signed for and on behalf of **National Yunlin University of Science and Technology** by its duly authorised officer:


.....
(Signature)

Su Chwen-Tzeng

Vice President
5/10/2022
.....
(Date)

and in the presence of:


.....
(Witness signature)


.....
(Name)

and in the presence of:


.....
(Witness signature)


.....
(Name)

Schedule 1 - Academic Unit Credit Schedules

This is the coversheet for the Academic Unit Credit Schedule (attach any completed Academic Unit Credit Schedule which is applicable as at the Commencement Date behind this coversheet)

**National Yunlin University of Science and Technology (YunTech) and UniSA Business
Articulation Program Schedule (3+1+1)**

UniSA Programs	Academic Unit: UniSA Business	Total Units: 108															
	Total Courses: 24	Total Program Years: 3															
	Credit is granted for the following UniSA Business Programs: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Program Code</u></th> <th style="text-align: left;"><u>Program Name</u></th> </tr> </thead> <tbody> <tr> <td>DBBN</td> <td>Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management</td> </tr> <tr> <td>DBBN</td> <td>Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Supply Chain Management)</td> </tr> <tr> <td>DBBN</td> <td>Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Human Resource Management)</td> </tr> <tr> <td>DBBN</td> <td>Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Marketing)</td> </tr> <tr> <td>DBBN</td> <td>Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Advertising and Brand Management)</td> </tr> <tr> <td>DBBN</td> <td>Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Tourism and Event Management)</td> </tr> <tr> <td>DBBN</td> <td>Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Business Analytics)</td> </tr> </tbody> </table>		<u>Program Code</u>	<u>Program Name</u>	DBBN	Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management	DBBN	Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Supply Chain Management)	DBBN	Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Human Resource Management)	DBBN	Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Marketing)	DBBN	Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Advertising and Brand Management)	DBBN	Bachelor of Business 3 + 1 Masters Pathway to DMMX Master of Management (Tourism and Event Management)	DBBN
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Articulation Institution	National Yunlin University of Science and Technology	Country: Taiwan		
Program	Bachelor of International Management – 4 year program	Agreement ID: 7205		
	Academic requirements: <ul style="list-style-type: none"> • Completion of 3 years in the Bachelor of International Management, with an equivalent UniSA minimum GPA 4.0 <i>and</i> • Successful completion of the following core courses: <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 50%;"> <u>Year 1</u> Management Theory Economics Accounting Calculus Business Computer Software Emerging Market Analysis International Business Communication International Business Management English Presentation and Writing <u>Year 3</u> International Innovation Management International Strategic Management Case Study on International Seminar on Management Topics Business Ethics Electronic Business Global Logistics Management </td> <td style="vertical-align: top; width: 50%;"> <u>Year 2</u> International Political and Economics Marketing Management Statistics Financial Management International Marketing Management Production and Operation Intercultural Communication Cost and Management Accounting International Human Resource Mgt </td> </tr> </table>		<u>Year 1</u> Management Theory Economics Accounting Calculus Business Computer Software Emerging Market Analysis International Business Communication International Business Management English Presentation and Writing <u>Year 3</u> International Innovation Management International Strategic Management Case Study on International Seminar on Management Topics Business Ethics Electronic Business Global Logistics Management	<u>Year 2</u> International Political and Economics Marketing Management Statistics Financial Management International Marketing Management Production and Operation Intercultural Communication Cost and Management Accounting International Human Resource Mgt
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Credit Summary – see Chart below for detail			
Credit granted	Units: 72	Courses: 16	Years: 2.0
Remaining Study at UniSA in DBBN	Units: 36	Courses: 8	Years: 1.0

Credit is granted for the following University of South Australia courses:		
Course	Area + Cat No.	Units
Accounting for Business	ACCT 1008	4.5
Principles of Economics	ECON 1008	4.5
Marketing Principles: Trading and Exchange	MARK 1010	4.5
Management and Organisation	BUSS 2068	4.5
Entrepreneurship for Social and Market Impact	BUSS 2085	4.5
Career Development for Professionals	BUSS 1060	4.5
Elective 1	-	4.5
Elective 2	-	4.5
Minor 1 [4 x courses]	-	18
Minor 2 [4 x courses]	-	18
Total Units		72

Notes:

1. This Articulation Program Schedule is based on UniSA's current program structure. UniSA reserves the right to vary the program structure and/or courses. Should this occur, a new Schedule will be established and the amount of credit granted may vary.
2. This Articulation Program Schedule will enable the student to complete their program within the expected duration of study as specified on their Confirmation of Enrolment (COE).
3. Eligibility for credit does not guarantee an applicant a place in a program at UniSA. Applicants must meet UniSA entrance requirements, including English language admission requirements available at <http://www.unisa.edu.au/Study-at-UniSA/International-students/How-to-apply/English-language-requirements/>
4. UniSA GPA quoted is out of a 7.0 scale.

Syllabus/curriculum assessed and certified by and on:	Program Director: Rob Hallak Date: 12 May 2021
Approved by UniSA Business Teaching and Learning Strategy Group on:	7 June 2021
Start Date:	1 July 2020
Review Date:	1 July 2024
Expiry Date:	1 July 2025

National Yunlin University of Science and Technology (YunTech) / University of South Australia (UniSA) – Pathway to Masters Chart

Master of Management pathway

