



**MEMORANDUM OF UNDERSTANDING
(MOU)**

by and between

International College of Advanced Education Australia Pty Ltd

17 Chapman Rd, Rapid Creek, NT, 0810, Australia

ABN: 56080035221

(ICAE)

and

Nha Trang University

02 Nguyen Dinh Chieu Street, Nha Trang City, Vietnam

(Nha Trang University)

(each, a Party, and together, the Parties)

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1. Background

- 1.1. ICAE is a registered training organisation based in Darwin, Northern Territory, Australia. ICAE delivers vocational programs to Australian and International students in Darwin and other regions within the Northern Territory.
- 1.2. Nha Trang University is based in Nha Trang, Vietnam. Nha Trang University delivers higher education programs to Vietnamese students in Nha Trang.
- 1.3. ICAE will deliver Australian accredited qualifications in Darwin to Nha Trang University students; issue qualifications to students who complete the course requirements; and have those qualifications recognised by Nha Trang University as making up an agreed component of Nha Trang University's degree program. ICAE will provide copies of Nha Trang University student testamurs and academic transcripts to Nha Trang University for verification and application of agreed course credit.
- 1.4. The purpose of this Memorandum of Understanding (MOU) is to outline the general responsibilities of each Party and to outline the framework within which the program will be managed.

2. Definitions

- 2.1. **Accredited qualification:** an Australian qualification recognised under the Australian Qualifications Framework, delivered in accordance with the Australian Quality Training Framework.

- 2.2. **Program:** A course or qualification delivered by ICAE or Nha Trang University.
- 2.3. **Program Fee:** The tuition fee paid to ICAE by students.
- 2.4. **Student:** A person studying in a Program.
- 2.5. **Australian Quality Training Framework (AQTF):** The Australian set of standards which assure nationally consistent, high-quality training and assessment services for students of Australia's vocational education and training system.
3. General Responsibilities of the Parties
- 3.1. Nha Trang University undertakes to:
- a) Cross promote ICAE's Australian based programs to students studying at Nha Trang University.
 - b) Designate One (1) person to manage and coordinate all administrative processes between ICAE and Nha Trang University.
 - c) Apply agreed-upon course credit to ICAE graduates, upon verification of their ICAE qualifications.
 - d) Inform ICAE of any changes that may affect this MOU.
- 3.2. ICAE undertakes to:
- a) Designate One (1) person to manage and coordinate all administrative processes between ICAE and Nha Trang University.
 - b) Provide support to Nha Trang University to assist in promoting the program.
 - c) Provide copies of Nha Trang University student testamurs and academic transcripts to Nha Trang University for verification.
 - d) Inform Nha Trang University of any changes that may affect this MOU.
4. Fees
- 4.1. Tuition fees are set by ICAE for all ICAE's international and domestic programs. Any change in fees will be communicated to Nha Trang University and students through ICAE's existing channels.
- 4.2. ICAE will be solely responsible for the administration and collection of all fees payable by the Student.
- 4.3. ICAE's Tuition Fees are payable as set out in ICAE's Policies and Procedures.
5. Terminating This Agreement
- 5.1. Either Party may terminate this Agreement at any time by giving the other Party Ninety (90) days prior written notice.
- 5.2. If a Party breaches any provision of this Agreement or acts unscrupulously, the other Party may terminate this Agreement with immediate effect by giving written notice to the Party in breach.
- 5.3. On termination of this Agreement, Nha Trang University must immediately cease using any advertising, promotional or other material supplied by ICAE

and return all material to ICAE by registered mail or a reputable international courier.

5.4. The termination of this Agreement by either Party does not affect any accrued rights or remedies of either Party.

5.5. If disputes arise relating to the termination of this agreement, either Party may request third party arbitration. Each party nominated arbiter should be noted on the Program Addendum.

6. Notices

6.1. A notice under this Agreement must be in writing and sent by prepaid airmail, fax, or email to the Party at the address set out on Page 1 of this MOU.

6.2. A Party changing its address, fax number or email address must give notice of that change to the other Party.

7. Miscellaneous

7.1. This MOU constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements or understandings of the Parties relating hereto.

7.2. This is a non-exclusive MOU. The Parties may seek and appoint similar agreements without restriction.

7.3. Each Party shall act as an independent contractor and nothing in this Agreement shall be construed to create a legal partnership or joint venture, nor shall it give to one Party the power or authority to act for, bind or commit the other Party in any way.

7.4. Each Party is not authorised to make any statement, claims, representation or warranties, or act on behalf of the other Party, except as specifically authorised in writing by the other Party. Accordingly, one Party shall not use or refer to the name or logo of the other Party without the previous written consent of the other Party.

7.5. This MOU, including this provision, shall not be amended or modified except by a document in writing duly executed by the Parties.

7.6. Neither Party may assign or transfer, in whole or in part, or delegate all or any portion of his rights or obligations under this MOU without the prior written consent of the other Party. Any assignment, transfer or delegation made without such consent shall be void.

7.7. If any provision of this MOU is held to be unenforceable under applicable law for any reason, it shall be adjusted rather than voided, and if such provision is declared totally or partially void, the remaining part of the provision and all other provisions of this MOU shall remain valid and enforceable to the fullest extent possible.

7.8. Publications and/or presentations concerning matters of interest for ICAE are subject to the written permission of ICAE.

7.9. The duration of this MOU is Two (2) years and Six (6) months from the sign date. Prior to expiration, this MOU will be reviewed by both parties.

7.10. Contact for Nha Trang University shall be:
Department of External Cooperation

dea@ntu.edu.vn; +842582471303

7.11. Contact for ICAE shall be:
Deputy Chief Executive, Mr Bryan Chapman

bryan.chapman@icae.edu.au; +61 8 89415959

8. Authorisation

In witness thereof, the Parties have duly executed this Memorandum of Understanding.

For:
**International College of Advanced
Education Australia Pty Ltd**
17 Chapman Road, Rapid Creek, Darwin,
NT, Australia
ABN: 56080035221
(ICAE)

Sean Mahoney

Chief Executive

(signed)

Signature

Date: 29th September, 2017

For:
Nha Trang University
02 Nguyen Dinh Chieu Street,
Nha Trang, Vietnam
(Nha Trang University)

Trang Si Trung

Rector

(signed)

Signature

Date: 29th September, 2017