

AGREEMENT

Between

UNIVERSITY OF NAPLES 'L'ORIENTALE', ITALY

and

TRADE UNION UNIVERSITY, VIETNAM

This agreement is made and entered into the day 20 December, 2010 between

University of Naples L'Orientale' (hereinafter UNO), a public university in Italy.

and

Trade Union University (hereinafter TUU), Vietnam.

In consideration of the mutual covenants and agreements herein contained the sufficiency of which hereby acknowledged, the parties do hereby agree as follows:

I. AGREEMENT'S OBJECTIVES

UNO and TUU agree to establish the following programs

- Exchange staffs and students between two universities. An exchange may be arranged at any time period that is acceptable to the sending and the host universities
- 2. Collaborate in seeking research funding for the common research.
- Set up a Master program in "Political Economy" which will take place at TUU.
 UNO will be in charge in providing suitable curriculum and promulgate the
 Degree.

Further programs will be approved by mutual agreement. All UNO programs will follow all UNO regulations, academic standards and procedures. All collaborative programs are subject to the final approval of TUU and UNO.

All collaborative programs can only be executed after obtaining authorizations from Vietnamese local authorities.



II. OBLIGATIONS OF THE PARTIES

A. TUU's Obligations

- 1. Obtain authorizations, licenses, and other instruments to comply with local laws and regulations required to administer the academic degree program of UNO in Vietnam.
- 2. Appoint a representative to work with the Vietnam representative of UNO in coordinating the program.
- 3. Introduce qualified local lecturers who can meet the academic certification requirements of UNO to participate in the teaching of the above program.
- 4. Be responsible for entry visa for UNO's lecturers who travel to Vietnam to participate in the above programs.
- 5. Collaborate with the Vietnam representative of UNO in managing and promoting the program within UNO designated guidelines and academic requirements.
- 6. Processing student applications and selecting students in conjunction with the international partner
- 7. Providing classrooms and study rooms for students and lecturers
- 8. Providing library access and internet account for students and lecturers.

B. UNO's Obligations

- 1. All UNO courses will follow syllabi similar to the ones being taught at UNO in Italy. These syllabi must be approved by UNO.
- 2. Provide the list of faculties involved and qualified lecturers to teach courses for the program. All lecturers teaching UNO courses must meet UNO certification standards.
- 3. Set all academic entrance requirements, academic program standards, graduation requirements and conditions (agreed with TUU). UNO retains the final decision on all academic standards and policies for UNO students and faculty.
- 4. Developing a suitable curriculum for the program and course reading material and handout for students
- 5. Grant degree(s) to all students who have completed the program when they satisfy all UNO degree requirements. Degree(s) awarded will be identical in every aspect to the degree(s) normally awarded by UNO to students who satisfactorily complete similar courses at the UNO in Italy.



6. Appoint a Vietnam representative to coordinate and provide on-site management for the program between UNO and TUU. Terms and conditions of the agreement between UNO and the Vietnam representative of UNO relating to the collaborative program between UNO and TUU will be stated in a separate agreement.

III. BUGET FACTORS

- 1. All financial obligations related to expenditure for running the program will be detailed in the appendix, which will be developed after this agreement.
- 2. TUU will be in charge of the financial administration and will collect the student fees and any other eventual financial contribution to the project (i.e., sponsorships from public or privates sources.
- 3. TUU will be in charge of payments to the teaching and administrative staff involved in the Master course on the basis of the budget attached to the contract. The foreign staff will be paid in Vietnam and will pay taxes on the basis of the Vietnamese law.
- 4. All costs related to marketing, supplies, equipment necessary for the running of the program will be mutually agreed and stated in the appendix.

IV. OTHER AGREEMENTS

- 1. Confidentiality. Each party hereto covenants, on behalf of itself, its representatives and its employees to maintain in strict confidence the student records and to not make any unauthorized used of confidential information.
- 2. All syllabi of the program will remain the property of the party providing the syllabi, but a copy of each course syllabi must be maintained on file at UNO.
- All parties guarantee that UNO has sole authorization for the use of UNO's name, program, academic standards, seal, logos and any promotional materials referring to UNO and its academic program.
- 4. Any advertisement/promotional materials that carry UNO's name, seal, or logo must be approved by UNO prior to publication and/ or release to the public.
- 5. Any advertisement/promotional materials that carry TUU's name, seal, or logo must be approved by TUU prior to publication and/ or release to the public.



V. TERMS OF THE AGREEMENT

- 1. The terms for this Agreement shall be three (3) years from the date of signing the Agreement. This Agreement will be automatically extended on a year to year basis thereafter. There must be a minimum of six (6) months notice to discontinue this agreement. This Agreement is non-exclusive.
- In case of termination of this Agreement, all parties shall ensure that all existing students involved with the program will continue to receive the full support and joint efforts of all parties hereto in respect of alternative arrangements, for the completion of their courses.
- 3. This Agreement supersedes all prior agreements, understandings or arrangements (oral or written).
- 4. This signed Agreement is made in four (2) copies in English and Vietnamese, all of which are deemed to be official. Each party retains one copy in English and one in Vietnamese.
- 5. This Agreement shall be binding upon and ensure for the benefit of the successors in the title of the parties but shall not be assignable by any party without the prior written consent of the other.
- 6. The Agreement is an education cooperation agreement not a joint venture between the parties. Neither party has the authority to enter into any engagement or make any representation of warranty on behalf of the other party.

For the purpose of this agreement, notice shall be given to

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 Rector, University of Naples "L'Orientale"
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Trade Union University

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