

STUDENT ARTICULATION PRINCIPAL AGREEMENT

BETWEEN

CURTIN UNIVERSITY



AND

MAEJO UNIVERSITY



STUDENT ARTICULATION PRINCIPAL AGREEMENT

BETWEEN

CURTIN UNIVERSITY ('Curtin'), a body corporate established under the Curtin University Act 1966, and situated at Kent Street, Bentley, Western Australia

AND

MAEJO UNIVERSITY ('MJU'), situated at 63 Sansai-Phrao Road, Nongharn Sub-district, Sansai District, Chiang Mai, 50290 Thailand ('MJU').

BACKGROUND

- A. Overseas Institutions seeking assurances from Curtin regarding Credit for Recognised Learning (CRL) for students articulating from their courses into Curtin degree programs must be covered by an Articulation (Credit Transfer) Agreement.
- B. Students who successfully complete the MJU Degree/ Diploma program/s specified in the Articulation Schedule/s, who meet Australian Department of Home Affairs visa requirements, and who meet Curtin's English requirements for their selected Degree program, will be considered for entry to Curtin's Degree programs under the terms specified in the Articulation Schedule/s.
- C. Curtin has agreed to accept Articulation Students from MJU to enrol in Curtin Degree programs with CRL, in accordance with the terms and conditions of this Agreement and the Articulation Schedule/s.

AGREEMENT

1. DEFINITIONS

1.1 In this Agreement:

'Articulation Students' means students of MJU who have successfully completed the academic requirements specified in the Articulation Schedule/s, who hold an Australian student visa, and who have received a Letter of Offer to enrol in a Curtin Degree program with CRL as specified in the Articulation Schedule/s.

'Curtin Degree program/s' means the full time registered courses specified in the Articulation Schedule/s, which are offered by Curtin and registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS).

'CRICOS' means the Commonwealth Register of Institutions and Courses for Overseas Students.

'Prospective Student' means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming, an 'overseas student' in Australia, as defined by Section 5 of the *Education Services for Overseas Students Act 2000 (Cth)* (access via <http://www.comlaw.gov.au/>).

2. PRINCIPAL AGREEMENT AND ARTICULATION SCHEDULES

- 2.1 The parties agree that the terms and conditions of this Student Articulation Principal Agreement ("Principal Agreement") will apply to each Curtin Degree program that is articulated between the parties. Every time an additional Curtin Degree program is agreed to be articulated between the parties, a Schedule for that Curtin Degree program will be created on the terms and conditions set out in this Student Articulation Principal Agreement ("Articulation Schedule"), effective from the date that the authorised representative of each party signs the Articulation Schedule.
- 2.2 Each Articulation Schedule shall constitute a separate binding Articulation Agreement between the parties and the terms and conditions of the Student Articulation Principal Agreement shall be deemed to be incorporated in and apply to the Articulation Schedule. The waiver or exercise of any right or remedy under one Articulation Schedule will not affect any other Articulation Schedule.
- 2.3 Each Articulation Schedule will include the following information:
1. Partner program and contact details.
 2. Curtin program and contact details.
 3. Articulation standard required for credit transfer to Curtin.
 4. Quality review procedures.
 5. Special conditions.
 6. [Commission Fees] *(if applicable)*

3. TERM OF THE PRINCIPAL AGREEMENT

The term of this Principal Agreement is five (5) years, from the date on which the second party signs the Principal Agreement. At the expiration of the initial term, the parties may renew the Principal Agreement by exchange of letters, subject to the same conditions or such variations as the parties may agree in writing.

4. RESPONSIBILITIES OF MJU

MJU Agrees:

- 4.1 To promote the arrangement in an ethical, honest and responsible manner and not provide false or misleading information regarding the articulation arrangement, Curtin courses or MJU's relationship with Curtin.
- 4.2 To ensure that any promotional and marketing activities that are connected to or make reference to Curtin or Curtin programs are expressly authorised by Curtin.
- 4.3 To refer all queries regarding Curtin's admission requirements, application procedures and/or English requirements to Curtin University International Admissions website <http://international.Curtin.edu.au/> or to a registered Curtin agent (list available at the above web address).

- 4.4 To refer all queries regarding Australian student visa requirements to the Australian Department of Home Affairs, contact details for which are available at: <http://www.border.gov.au/Trav/Visa-1>.
- 4.5 To inform Curtin of any actual or planned changes to their respective program curricula that might impact on the articulation arrangements. If the changes are deemed significant, the articulation arrangements may be suspended until they are reviewed and new arrangements are negotiated.
- 4.6 To acknowledge and at all times act to support Curtin's obligations under Standard 1 of the *Education Services for Overseas Students Act 2000 (Cth) National Code of Practice for Providers of Education and Training to Overseas Students 2018* by displaying the Curtin main CRICOS Code 00301J on all publications and websites where there is reference to Curtin and its courses, as outlined in Schedule 1 to the Principal Agreement.

5. CURTIN'S RESPONSIBILITIES

Curtin agrees:

- 5.1 To duly process all completed applications received from Prospective Students and issue a Letter of Offer, subject to availability of places, to students who have completed a MJU program specified in the Articulation Schedule/s and who meet Curtin's minimum English language requirements.
- 5.2 To award a Curtin Degree to students who successfully complete all the requirements of the Degree Program as specified in the Articulation Schedule/s.
- 5.3 To abide by any other undertakings as specified in the relevant Articulation Schedule for each Degree program.
- 5.4 To inform MJU of any actual or planned changes to their respective Degree Program curricula that might impact on the articulation arrangements. If the changes are deemed significant, the articulation arrangements may be suspended until they are reviewed and new arrangements are negotiated. Failure to inform MJU of any changes will constitute a breach of this agreement.
- 5.5 To seek authorisation from MJU before undertaking any advertising or promotional activity about MJU programs, or about MJU.
- 5.6 Without limiting Curtin's right at all times to refuse entry to any student applying to undertake a Curtin degree program under this agreement, Curtin will not unreasonably refuse Prospective Students who meet all of the necessary requirements for entry into a Curtin Degree program as outlined in the Schedule/s.

6. PROCESS OF REVIEW

- 6.1 Curtin and MJU will review the success of arrangements conducted under this Principal Agreement and the Articulation Schedules every two (2) years or as required. The review will address the following matters:
 - (a) MJU course changes;
 - (b) Curtin course changes;

- (c) Comparative student academic performance in the Curtin course; and
- (d) Other factors determined relevant by the Parties responsible for managing the Agreement.

6.2 If, during the review process, issues of concern that affect the performance of the articulation agreement are identified, Curtin and MJU will inform each other in writing of their concerns, and the party responsible for the issues of concern will be required to rectify those issues to the satisfaction of the other party. Either party can terminate this Agreement in accordance with Clause 7 where the other party fails to adequately rectify issues of concern, either by remedial action or within what is considered a reasonable period of time.

7. TERMINATING THIS AGREEMENT

7.1 Curtin and MJU can terminate this Principal Agreement or one or all of the Articulation Schedules at any time by mutual written agreement.

7.2 A party ("the non-defaulting party") can terminate this Principal Agreement or Articulation Schedules forthwith by giving written notice to the other party ("the defaulting party") if the defaulting party breaches any term or condition of this Principal Agreement or of the Articulation Schedules and such breach is not remedied within fourteen (14) days of receipt of written notice from the non-defaulting party to remedy such breach.

7.3 Upon termination of this Principal Agreement or Articulation Schedule at any time, MJU will promptly return to Curtin or otherwise dispose of as Curtin may instruct, all manifestations of the Curtin confidential information in whatever media they may exist and all other materials relating to Curtin intellectual property, which MJU may have in its possession or under its control. MJU must immediately cease to use any advertising, promotional or other material supplied by Curtin and return all such material to Curtin.

7.4 The termination of this Principal Agreement or related Articulation Schedules by either party does not affect any accrued rights or remedies of either party.

8. RELATIONSHIP BETWEEN CURTIN AND MJU

8.1 The Principal Agreement cannot be construed as constituting an agency, association, joint venture, or partnership of any kind between the parties, nor to confer upon either party the right to sign or complete any instrument or to pledge credit on behalf of the other party.

8.2 Neither party shall act as an agent of the other party, or make any suggestion or implication that such an agency exists.

8.3 Neither party will hold itself out as representing the other party in any way whatsoever, in any matter connected to or arising from this Principal Agreement.

8.4 Each party enters into this Principal Agreement as an independent contractor.

9. COMPLIANCE WITH LAWS

Curtin and MJU will comply with all relevant State and Federal laws applicable to this Agreement.

10. REPRESENTATIVES OF THE PARTIES TO THE AGREEMENT

The representatives of each party for the purposes of this Principal Agreement are set out in the Articulation Schedule/s.

11. NOTICES

11.1 A notice under this Principal Agreement must be in writing and sent by prepaid airmail, or electronic mail to the party at the address specified in the Articulation Schedule/s, or such revised address notified in accordance with Clause 11.2.

11.2 A party that changes its address, phone number or electronic mail address must give notice of that change to the other party within a commercially practical timeframe.

12. VARIATION

This Principal Agreement and the Articulation Schedules may only be altered in writing. Any variations must be signed and dated by both parties in order for them to be effective.

13. SIGNATURES

**Signed for and on behalf of
MAEJO UNIVERSITY**

.....
**Assoc. Prof. Weerapon Thongma, Ph.D.
President**

Date:

**Signed for and on behalf of
CURTIN UNIVERSITY**


.....
**Professor Seth Kunin
Deputy Vice-Chancellor International**

Date: 20.4.2021

**SCHEDULE 1 TO STUDENT ARTICULATION PRINCIPAL AGREEMENT: Extract from
*Education Services for Overseas Students Act 2000 (Cth) - National Code of Practice for
Providers of Education and Training to Overseas Students 2018***

Part B – Standards for Providers of Education and Training to Overseas Students

Standard 1

Marketing information and practices

- 1.1 The registered provider must ensure that the marketing and promotion of its courses and education services in connection with the recruitment of overseas students or intending overseas students, including through an education agent (in accordance with Standard 4), is not false or misleading, and is consistent with Australian Consumer Law.
- 1.2 The registered provider must, in seeking to enter into written agreements with overseas students or intending overseas students, not provide any false or misleading information on:
 - 1.2.1 its association with any other persons or organisations the registered provider has arrangements with for the delivery of the course in which the student intends to enrol or may apply to enrol
 - 1.2.2 any work-based training a student is required to undertake as part of the course
 - 1.2.3 prerequisites - including English language proficiency - for entry to the course
 - 1.2.4 any other information relevant to the registered provider, its courses or outcomes associated with those courses.
- 1.3 The registered provider must not:
 - 1.3.1 claim to commit to secure for, or on the student or intending student's behalf, a migration outcome from undertaking any course offered by the registered provider
 - 1.3.2 guarantee a successful education assessment outcome for the student or intending student.
- 1.4 The registered provider must include its CRICOS registered name and registration number in any written or online material that it disseminates or makes publicly available for the purposes of:
 - 1.4.1 providing or offering to provide a course to an overseas student
 - 1.4.2 inviting a student to undertake or apply for a course, or
 - 1.4.3 indicating it is able or willing to provide a course to overseas students.
- 1.5 The registered provider must not actively recruit a student where this conflicts with its obligations under Standard 7 (Overseas student transfers).

SCHEDULE 2 TO STUDENT ARTICULATION PRINCIPAL AGREEMENT: Articulation Schedule, Bachelor of Science (Industrial Optimisation)

2.1 ADDRESSES FOR NOTICES

Curtin University

Attention: Mr Nigel De Silva
Address: Curtin International
Building 100, Level 2,
Kent Street, Bentley 6102, Western Australia

Mailing address: GPO Box S1512
Perth WA 6845
Australia

Phone number: +61 8 9266 4426
Email: N.DeSilva@curtin.edu.au

Maejo University

Attention: Asst. Prof. Dr. Chupong Pakpum
Associate Dean for Academic Affairs Faculty of Science,
Maejo University

Address: No. 63 Sansai-Phrao Rd., Nongharn, Sansai District, Chiang
Mailing address: Mai 50290, Thailand
No. 63 Sansai-Phrao Rd., Nongharn, Sansai District, Chiang
Mai 50290, Thailand

Phone number: +66 53 873 808 or +66 89 130 1669 (Mobile)
Email: chupong@mju.ac.th

2.2 OFFICERS RESPONSIBLE FOR THIS ARTICULATION AGREEMENT

Curtin University

Name: A/Professor Benchawan Wiwatanapataphee
Position: Associate Professor
Faculty: Science and Engineering, School of Electrical Engineering,
Computing and Mathematical Sciences (EECMS)

Address: Building 314, Room 453, Kent Street, Bentley WA 6102,
Australia

Phone: +61 8 9266 2405
Email: b.wiwatanapataphee@curtin.edu.au

Maejo University

Name: Dr.Buraskorn Nuntadilok
Position: Chair, Bachelor of Science Program in Industrial Optimisation
and Applications

Faculty: Faculty of Science, Maejo University

Address: 63 Sansai-Phrao Rd., Nongharn, Sansai District, Chiang Mai
50290, Thailand

Phone: +66 53 873 881 – 85
Mobile: +66 95 452 9011
Email: buraskorn@mju.ac.th

2.3 MJU PROGRAMS FROM WHICH STUDENTS WILL ARTICULATE

Bachelor of Science (Industrial Optimisation and Application)

2.4 CURTIN BACHELOR or MASTER PROGRAMS TO WHICH STUDENTS WILL ARTICULATE

2.4(a) Matriculation Entry Requirements

Table 2.4a

Curtin Bachelor of Science (Industrial Optimisation) programs
Applicants who are enrolled at MJU in a Bachelor of Science (Industrial Optimisation and Application) program will be deemed eligible for entry to a Curtin Bachelor of Science (Industrial Optimisation) program based on successful completion of Year 1 and Year 2 of the MJU Bachelor program, plus demonstration of English competency as specified in Table 2.4b.

2.4(b) English Language Entry Requirements (General Undergraduate)*

Table 2.4b

IELTS Academic (International English Language Testing System)	
Writing and Speaking	6.0
Reading and Listening	6.0
Overall	6.0

**NOTE: Articulation Students are responsible for meeting Australian Department of Home Affairs English Language requirements for visa entry to Australia, which may, from time to time, be different to the level of English Language proficiency required for entry to a Curtin degree program as specified in Table 2.4b and which may vary from time to time.*

2.4(c) Curtin Bachelor of Science (Industrial Optimisation) Program Outline

Table 2.4c

Year 1	Curtin Unit Code	Curtin Unit Name	Equivalent MJU Unit	Curtin Credits
Exempt	MATH1015	Linear Algebra 1	Introduction to Linear Algebra	25
	MATH1016 MATH2009	Calculus 1 Calculus 2	Calculus for Industry I Differential Equation Calculus for Industry II Vector Calculus	50
	MATH1006	Mathematical Modelling	Mathematical Modelling for Industry Combinatorics and its Applications	25
	COMP1005	Fundamentals of Programming	Introduction to Scientific Computing	25

Exempt	MATH2011	Operations Research	Operations Research	25
	MATH2010	Linear Algebra 2	Linear Algebra	25
	MATH2015	Mathematical Computing	Mathematical Computing and Programming Numerical Analysis 1	25
	STAT1005	Introduction to Probability and Data Analysis	Probability and Statistics	25
	NPSC1003	Integrating Indigenous Science and STEM	English for Science and Technology 1	25
	INDE2000	Supply Chain Modelling and Optimisation	Supply Chain Modelling and Optimisation	25
		Elective Unit	Complete at least 1 of the following units: Science for Life Integrated Marketing Communication Business Management Art of Computer Graphics for Communication	25
Total Credits Exempted				300
TO BE COMPLETED AT CURTIN UNIVERSITY				
Year 3 Sem 1 (Sem 2 in Curtin's academic year)	Curtin Unit Code	Curtin Unit Name	Credits	
	MATH2000	Network Optimisation	25	
	MATH3001	Applied Mathematical Modelling	25	
	INDE2001	Logistics Modelling and Optimisation	25	
	MATH2002	Computational Mathematics	25	
Year 3 Sem 2 (Sem 1 in Curtin's academic year)	INDE3000	Industrial Modelling and Optimisation	25	
	MATH3002	Numerical Optimisation	25	
	STAT2001	Mathematical Statistics	25	
	INDE2002	Network Optimisation for Transport and Logistics	25	
Year 4 Sem 1 (Sem 2 in Curtin's academic year)	INDE3002	Dynamic and Stochastic Modelling and Optimisation	25	
	INDE3003	Production Planning and Management	25	
	MATH3004	Industrial Project	25	
	MATH5004	Advanced Numerical Analysis	25	

NOTE: Curtin University reserves the right to change the internal composition of any course to ensure learning outcomes retain maximum relevance. Any changes to the internal composition of a course will protect the right of students to complete the course within the normal timeframe and will not result in additional cost to students through a requirement to undertake additional units.

2.5 ARTICULATION STANDARD REQUIRED FOR CREDIT TRANSFER TO CURTIN

Articulation Students who have successfully completed Years 1 and 2 of the MJU Bachelor of Science (Industrial Optimisation and Application) will receive Credit for Recognised Learning ('CRL') equivalent to 300 credits of their chosen major or double major in Curtin's Bachelor of Science (Industrial Optimisation) program.

2.6 QUALITY REVIEW PROCEDURES

As per Clause 6 of the Principal Agreement.

2.7 REQUIREMENTS FOR NEW-TO-CURTIN STUDENTS *(if applicable)*

All new-to-Curtin students are required to complete, in their first semester of study, the following components:

- (a) Post-entry Language Assessment (PELA) which is a compulsory non-weighted assessment. Students identified at risk on the PELA are required to attend, for no additional cost, a series of weekly one-hour, content-aligned, language focused tutorials, called SUCCESS.
- (b) Academic Integrity Program (AIP) that will inform students about a range of academic integrity related concepts including ethics, Curtin's values and expectations for students, referencing, plagiarism, cheating, misconduct processes and possible outcomes, which is a compulsory non-weighted assessment.

2.8 SIGNATURES

EXECUTED as an Agreement pursuant to the Student Articulation Principal Agreement between Curtin University and Maejo University dated

**Signed for and on behalf of
MAEJO UNIVERSITY**

.....
**Assoc. Prof. Weerapon Thongma, Ph.D.
President**

Date:

**Signed for and on behalf of
CURTIN UNIVERSITY**


.....
**Professor Seth Kunin
Deputy Vice-Chancellor International**

Date: 20.4.2021