



## **Framework Agreement of Cooperation**

**between**

**INDUSTRIAL UNIVERSITY OF HO CHI MINH CITY**

(herein after referred to as "IUH") of  
12 Nguyen Van Bao, Ward 4, Ho Chi Minh City, Vietnam

**and**

**ERNST ABBE UNIVERSITY OF APPLIED SCIENCES JENA**

(herein after referred to as "EAU") of  
Carl-Zeiss-Promenade 2, 07745 Jena, Germany



## 1. Preamble

Through this Framework Agreement of Cooperation, Industrial University of Ho Chi Minh City (IUH) and Ernst Abbe University of Applied Sciences (EAU) express their intention in principle, to facilitate and develop a meaningful and mutually beneficial relationship and to encourage the development of academic and cultural exchanges between the two institutions through mutual assistance in the areas of education and research in the years to come.

## 2. Purpose and scope of cooperation

The two institutions will seek to pursue staff and student exchanges and collaborative partnership in the field of governance, science, technology and research programs as well as community development programmes.

The areas for potential cooperation include, subject to mutual consent, programmes offered at either institution which both institutions deem necessary to contribute to the development of cooperative relationships between the two institutions.

## 3. Specific Activities

The two institutions shall develop specific projects to implement the mutual understanding set forth in this Framework Agreement of Cooperation.

These projects shall in every case be subject to mutual consent and the availability of adequate resources, and shall be set forth in supplementary agreement protocols.

Assistance shall be carried out, subject to availability of funds and approval by IUH and EAU through activities or programmes of the following types:

- Student exchange for research and study
- Exchange of faculty staff and research scholars
- Visiting scholar activities
- Joint research activities
- Continuing education programmes
- Short-term training programmes/projects
- Organization and participation in seminar, symposia, short-term academic programmes and academic meetings
- Sharing of research and educational materials, publications and academic information
- Dual degrees and joint degrees programmes
- Fellowship programs
- Laboratory and Technical trainings
- Technical assistance
- Curriculum development and enhancement
- Joint funding application where possible

Any arrangements subsequent to or as a result of the cooperation and activities stated in this clause will be detailed in a separate agreement.

## 4. Definitions

For the purpose of this Framework Agreement of Cooperation the following terms shall be used:

**"Exchange students"** means students who may study at the host institution and/or complete an internship or project for one semester or one academic year. Such students will not be eligible for degree status at the host institution, unless previously agreed by both institutions.



**"Exchange programme"** means a programme pursuant to this Framework Agreement of Cooperation.

**"Home institution"** means the institution at which a student is registered on a full-time basis and at which he/she intends to graduate.

**"Host institution"** means the institution which has agreed to accept the student from the home institution.

**"Faculty"** means the appropriate academic entity and Academic Staff at the respective institutions.

**"Staff"** means the academic, administrative and technical employees of the institutions.

## 5. Exchange of students

5.1. Applicants for participation in the exchange programme shall be selected according to criteria established by the home and the host institution. These applicants will be selected by the home institution and subject to final acceptance by the host institution.

### 5.2. *Rights and responsibilities of Exchange Students:*

All Exchange students

- must be registered and remain enrolled for Degree purposes on a full-time basis at their home institutions as a condition of acceptance into the exchange programme.
- must be in good academic standing prior to participating in the exchange Programme. Students are eligible to participate if they have satisfied any language proficiency requirements of the host institution.
- must carry adequate health, emergency evacuation and repatriation insurance coverage to the satisfaction of the host institution.
- will not be expected to pay tuition fees at the host institution. They will pay tuition fees to their home institutions in accordance with the policies of that institution.
- will be responsible for making their travel arrangements and shall bear all associated costs including transportation, housing, meals, academic materials, medical care expenses, health insurance, personal expenses, required orientation fees, passport/visa application fees etc.
- will be subject to the rules and regulations of the host institution and the laws of the host country.
- will be entitled to regular academic resources and support services generally available to locally enrolled students.

5.3. The host institution will make every effort to facilitate integration of exchange students into the student life of the host institution.

5.4. Each institution serving as host institution will provide official academic records to the home institution for all students who participate in the exchange. It is the student's responsibility to sign any required information release forms so that the home institution may obtain information relating to the student's academic progress and attendance at the host institution. The eventual equivalence at the home institution of academic credits earned at the host institution will be established by the home institution.

- 5.5. During each academic year of the term of this agreement, the exchange will involve four (4) to 10, (ten) undergraduate student semester units at each institution. One student semester unit will represent one student studying for one semester at the host institution. Therefore, if one student studies at an institution for two semesters, that would account for two student semester units. The number of student semester units may vary in any given year, provided a balance of exchanges is obtained over the term of this agreement.

## **6. Exchange of faculty and staff**

- 6.1. Both institutions agree to encourage faculty and staff participation in exchange programme activities from host to host institution. Approval by both institutions will be required for all exchanges.
- 6.2. Applicants for participation in the exchange will be selected by the home institution and will be subject to acceptance by the host institution.
- 6.3. The period of the exchange will be determined by the purpose of the exchange. The duration of faculty and staff exchanges shall be arranged as appropriate and in accordance with the established rules and practices of the host institution.
- 6.4. The conditions of any faculty and staff exchanges will be agreed between the parties prior to the commencement of staff exchange. This includes financial responsibilities, insurance coverage, housing etc.
- 6.5. Each institution will be responsible for their own costs for the implementation of the above arrangements unless mutually and formally agreed otherwise in written form.
- 6.6. In the case of student exchange, parties agree to refrain from imposing student fees on students enrolled in the institution of the other respective party.

## **7. Costs**

The terms of co-operation and the necessary budget for each programme and activity implemented under the terms of this Framework Agreement of Cooperation shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of any specific programme or activity. Financial aspects shall be negotiated on an annual basis

## **8. Communication**

Each institution will designate an individual to coordinate this programme and all endeavors that may derive from it. For this purpose,

EAU designates

Angelika Förster: Head of International Office (auslandsamt@fh-jena.de)

Partner designates

Dr. Bui Trung Thanh: Head of International Office (buitrungthanh@iu.edu.vn)

Either institution may change its designated liaison officer by written notification to the designated liaison officer of the other institution. The officers will inform each other of the delegation of duties within the respective institutions' staff for the implementation of programmes, routine communication, and processing of enrolments and activities.



## 9. Duration of the Agreement

This Framework Agreement of Cooperation shall commence from the date of the last signature both institutions and remain in force for a period of five (5) years unless terminated by either party according to No. 11.

Projects which have already commenced when commencement is initiated shall be satisfactorily completed.

## 10. Amendment and renewal

If the two institutions agree, the Framework Agreement of Cooperation shall be renewed for an additional period of five years upon an official exchange of letters. This process shall be used to renew the agreement for each five-year period.

This Framework Agreement of Cooperation may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this Framework Agreement of Cooperation.

## 11. Termination

Either party may terminate the Framework Agreement of Cooperation by giving a six (6) months written notice to the other of its intention to do so.

## 12. General Guidelines

- 12.1. Both institutions will be responsible for regularly reviewing the programme(s) on a yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required and to identify new opportunities for cooperation in scholarship and research.
- 12.2. Any matter which is not covered by the Framework Agreement of Cooperation may be raised and negotiated separately by both institutions without abrogating this agreement.
- 12.3. Amendments or changes shall be made in writing and signed by the duly authorised representatives of the institutions.
- 12.4. If any provision of this agreement is found to conflict with any laws, statutes or regulations in force in the home or host country, such provision will be null and void, but all other provisions without such conflicts shall remain in effect.
- 12.5. The rights and duties arising out of this Framework Agreement of Cooperation cannot be assigned or transferred to a third party without written consent from the other party which consent shall not unreasonably be withheld.
- 12.6. This agreement has been signed in quadruplicate and each institution will receive two copies.

## 13. Confidentiality and Laws

- 13.1. The Parties will keep the other Party's information confidential.
- 13.2. The Parties will comply with all relevant regulations when visiting host Universities. They will abide by the hosting universities rules, regulations, procedures and policies at all times.

## 14. Intellectual Property Rights ("IPR") and Logo

- 14.1. Any IPR owned by either Party at the time this Framework Agreement of Cooperation starts shall remain the property of that Party and no rights shall be created in the IPR for the other Party.
- 14.2. The Parties may not use the name or logo of the other Party without prior written agreement.
- 14.3. All IPR's arising from this Framework Agreement of Cooperation will be equally co-owned by both EAU and partner (each party acquiring 50% ownership).

## 15. Relationship

- 15.1. This Framework Agreement of Cooperation shall not be construed as creating a partnership, joint venture, principal and agent or employer or employee relationship between the institutions.
- 15.2. Neither Party can act for the other Party. Each Party shall indemnify the other against any loss or damage suffered as a result of any breach of this Framework Agreement of Cooperation.

## 16. Domicilia and Notices

The parties choose as their domicilia their respective addresses as set out at the head of this Framework Agreement of Cooperation. Any notice to be given under this Framework Agreement of Cooperation shall be in writing and sent to the other party's domicilia.

## 17. Applicable laws

The law applicable to this Framework Agreement of Cooperation is Vietnam law and German law.

SIGNED BY the duly authorised representatives of the Parties on the date stated at the beginning of the Framework Agreement of Cooperation.

### Signed on behalf of the

Industrial University of Ho Chi Minh City



*[Handwritten signature]*

### Signatory

Dr. Nguyen Thien Tue  
Rector of IUH  
Name & Job Title

Date

*14 July 2016*

### Signed on behalf of the

Ernst Abbe University of Applied Sciences

*[Handwritten signature]*

### Signatory

Prof. Dr. Gabriele Beibst  
Rector of the EAU  
Name & Job Title

Date

*19. July 2016*

Ernst-Abbe-Hochschule Jena  
Rektorin  
Carl-Zeiss-Promenade 2  
07745 Jena

