



MEMORANDUM OF AGREEMENT - CREDIT TRANSFER AGREEMENT

This **AGREEMENT** is made on 19 December 2011.

BETWEEN

THE UNIVERSITY OF NOTTINGHAM, a University established and existing under the Laws of the United Kingdom, and having its principal office at Trent Building, University Park, Nottingham, NG7 2RD, United Kingdom;

hereinafter referred to as "Nottingham".

And

PRINCE OF SONGKLA UNIVERSITY, BBA English Programme, Faculty of Management Sciences, P.O.Box 5, Korhong, Hatyai, Songkhla 90112 THAILAND.

hereinafter referred to as "PSU".

For

Advanced entry on to Year 2 of Nottingham's BA Finance, Accounting and Management, BA Management Studies and BA International Business Management programmes upon successful completion of Year 1 and Year 2 of PSU's BBA English Programme in General Management.

This agreement applies to Nottingham's Malaysia and China campuses.

The minimum and maximum number of students that may be admitted is as follows:

Malaysia Campus

The minimum number of students: 1
The maximum number of students: 30

China Campus

The minimum number of students: 1
The maximum number of students: 8, with no more than 4 on BA Finance, Accounting and Management

Following admission to Nottingham's Malaysia or China campus, and depending on their academic performance as laid down in Nottingham Examinations and Assessment regulations, students may at the end of two semesters at Nottingham's Malaysia or China campus (i.e. at the end of Part 1 as defined by Nottingham) proceed to Part 2 of either an Ordinary Degree or a Honours Degree. Students may graduate with an Honours, Pass or Ordinary Degree depending upon their performance in Part 1 and Part 2.



1. SCOPE OF AGREEMENT

This agreement is specifically limited to these courses and qualifications. Any further courses or qualifications will be subject to a further agreement. Nottingham will not support any serial arrangements (whereby the partner organisation allows its approved qualification to be offered elsewhere through an arrangement of its own).

2. STUDY DETAILS

The PSU and Nottingham programmes shall all be delivered and assessed in the English language.

Students may be admitted to Nottingham under this agreement from September 2012 onwards.

At least one member of staff from Nottingham's Malaysia campus will normally visit PSU once a year and at least one member of staff from PSU will normally visit Nottingham's Malaysia campus once a year. Visits to the China campus shall take place if and when deemed necessary. Other communication will generally be by email or other appropriate means as and when required.

All expenses related to the visit of Nottingham's staff to PSU will be covered by Nottingham University Business School in Malaysia or China. Similarly, all expenses related to the visit of PSU staff to Nottingham's Malaysia or China campus will be covered by PSU.

At the initial 2 academic years, the assessment of each module taught in the first 4 semesters of BBA English Programme in General Management will be moderated by Nottingham's Malaysia campus. PSU agrees to advise Nottingham's Malaysia campus of any changes to its curricula which must be acceptable to Nottingham's Malaysia campus to ensure that 'advanced standing' can be given.

Nottingham's Malaysia campus agrees to advise PSU of any changes to the curriculum of BA Finance, Accounting and Management, BA Management Studies and BA International Business Management programmes. In this respect, it should be noted that, as is expected in terms of British Higher Education Quality Assurance and Enhancement, Nottingham's modules and courses are intensively and extensively reviewed each academic year in the light of student, staff and other comments. It is noted by PSU therefore that in awarding degrees to students, such students may well follow modified modules or programmes each and every year, so that no two cohorts may necessarily have taken precisely the same modules/programmes at Nottingham's Malaysia campus. It is accepted that continual change to modules/programmes is part of the quality assurance and enhancement regime at Nottingham and indeed is accepted as very best practice in the UK Quality Assurance system. Further details are provided in the Programme Structures and Module Catalogue, which is available on the Nottingham's Malaysia campus web site (<http://www.nottingham.edu.my/>).



3. MANAGEMENT OF PROGRAMME

The programmes forming this agreement fall within the remit of the Business School at Nottingham and the Faculty of Management Sciences at PSU.

The contact details for the key personnel at both institutions are included at Annex 1.

4. RECRUITMENT AND ADMISSION

Recruitment

Recruitment, enrolment, teaching, assessment and management of the PSU programme shall remain the responsibility of PSU. The programme will be delivered in accordance with the quality assurance procedures evidenced at the time of this agreement.

It shall be made clear to students that when studying the PSU programme they are not students of Nottingham and are therefore not entitled to access its services and facilities. If and when students transfer to Nottingham under the terms of this agreement they will be fully enrolled as students of Nottingham and entitled to the access to its facilities and services granted to all students.

Admissions requirements

1. An applicant must achieve GPA of at least 3.00.
2. An applicant must have IELTS of at least 6.5, no less than 5.5 in any element or equivalent

Admissions

All students who successfully complete year 1 and year 2 of the PSU programme will be eligible to enrol on the relevant Nottingham programme as described at the beginning of this agreement. Such students will initially be issued with a conditional offer letter, which will include a condition relating to the maximum number of students admissible under this agreement.

Subsequently, upon successful attainment of the grades outlined above during their studies at PSU, they will be issued with an unconditional offer letter and will be admitted to Nottingham's Malaysia or China campus following standard Nottingham admissions procedures.

Should the number of students eligible to enrol on any particular programme exceed the maximum number of students permissible under this agreement, Nottingham's Malaysia or China campus shall first carry out an assessment of whether it would be possible to permit additional students as an exceptional case. If this is not possible, for whatever reason, Nottingham's Malaysia or China campus shall select the students with the highest grades from PSU.



It is the responsibility of the co-ordinator at PSU to ensure that all students who wish to apply to Nottingham have completed the necessary application processes including Nottingham's Malaysia or China campus's Student Accommodation Services by the due dates. Applications to Nottingham shall be made before 15 April in each year of application.

On receipt of a student's application, a standard conditional offer will be made to each student by the Admissions Office at Nottingham's Malaysia or China Campus and will reflect the stated entry criteria. If students wish to proceed to Nottingham's Malaysia or China campus they should accept the conditional offer firmly. The coordinator at PSU should ensure this happens because the decision to accept conditional offer firmly is a trigger for sending out accommodation and other information in accordance with the Nottingham's Malaysia or China campus schedule for doing so.

The coordinator at PSU will submit to the coordinator at Nottingham's Malaysia or China campus final transcripts and IELTS (or equivalent) test scores for all students before 31 July. Nottingham's Malaysia or China will issue formal unconditional offers to the students who have met the conditions of their offer, on receipt of the above documentation.

Students shall apply through the campus's standard online application procedure.

Publicity

Each Institution must submit for approval copy of any publicity and/or promotional Material produced in relation to the Programme. Neither Institution will use the name or logo of the other in any form of publicity without the written permission of the other. Each institutions' name and logo remain the property of that institution.

5. TRANSFER OF STUDENT RECORDS

PSU will be responsible for maintaining student records for its programmes. PSU will send Nottingham copies of transcripts for all students who successfully complete the relevant year(s) of the PSU programme and wish to transfer to Nottingham under the terms of this agreement.

At various stages during the programme cycle, copies of individual student transcripts are required. Please refer to below the dates which PSU should provide Nottingham's Malaysia campus copies of individual transcripts:

15 April: Incomplete Transcripts of Year 2 students (together with Nottingham's Malaysia or China campus application form for issuing conditional offer letter).

31 July: Complete Transcripts of Year 2 students (together with English language qualification to convert conditional offer letter to unconditional offer letter).

31 August: Transcripts of Year 1 PSU students (to monitor the progress of students).

Transcripts for students studying at PSU will be made available at the end of the second and fourth semesters.



6. RULES AND REGULATIONS

Students, on admission to Nottingham, shall be subject to the regulations of Nottingham, including those related to academic appeals, discipline and complaints. Nottingham reserves the right to amend the regulations from time to time. PSU will be informed of any significant, pertinent amendments.

Prior to admission to Nottingham, students shall be subject to the regulations of PSU.

7. QUALITY ASSURANCE

The arrangement described in this memorandum will be subject to Nottingham's normal quality assurance policies and procedures as laid out in the Quality Manual which may be amended from time to time. PSU will be informed of any significant, pertinent amendments. To inform these processes, Nottingham requires PSU to provide on request appropriate information about the conduct of the Programme including staff and student matters.

Nottingham will appoint external examiners to its programmes following the standard University procedures.

8. FINANCIAL ARRANGEMENTS

A scholarship of 25% of the tuition fee will be offered by Nottingham to all students studying at the Malaysia campus under this agreement.

Students shall be responsible for the rest of the tuition fee and all other costs associated with studying at both institutions.

Nottingham and PSU shall bear their own general administrative costs in relation to the management of the programme.

This Agreement does not introduce any financial arrangement between PSU and Nottingham.

9. INTELLECTUAL PROPERTY RIGHTS

Both parties agree that the Intellectual Property Rights (IPR) in all programme materials created by either of the parties shall be vest in and be owned by the party responsible for creating and/or developing the relevant materials, unless otherwise agreed in writing between the parties. Any materials originating from either party shall be used by the other party solely for the purposes of performing the other party's obligations and exercising their rights under this agreement.



10. LEGAL JURISDICTION

This agreement shall be subject exclusively to the laws of England. Both parties agree, where possible, to resolve any dispute without reference to the courts.

In compliance with UK legislation the University of Nottingham may be required to release information related to this agreement and the programme(s) related to this agreement to a third party.

11. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other against any cost, claim or damage resulting from the negligence or wilful misconduct of the indemnifying party, except to the extent resulting from the negligence or wilful misconduct of the other party.

12. FORCE MAJEURE

No Party shall be responsible to the other Party for any delay in performance or non-performance due to Force Majeure, but the affected Party shall promptly upon occurrence of any such causes inform the other Party, stating that such cause has delayed or prevented its performance hereunder and thereafter such Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one month, the Parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.

13. EQUAL OPPORTUNITIES

In compliance with UK legislation both parties agree not to discriminate against any person connected to this agreement or the programmes that form this agreement. Both Parties acknowledge and accept that the University of Nottingham is subject to relevant UK and Malaysian legislation relating to equality and that PSU is subject to relevant legislation in Thailand as may be amended from time to time

14. DURATION OF THE AGREEMENT AND REVIEW ARRANGEMENTS

The agreement is established for an initial period of 5 years from the date signed below and is subject to review in the 12 months prior to the potential date of renewal.

Either party may withdraw from this agreement by providing written notice – by recorded delivery - of at least one year to the other party. Upon termination of this agreement any student who has already received an offer from the University of Nottingham will be accepted onto the programme.



Agreed on Behalf of Prince of Songkla University Date (19/12/2011)

SIGNED
Assoc. Prof. Dr. Chatchai Ratanachai
Vice President for Outreach and International Affairs

Agreed on Behalf of The University of Nottingham Date (19/12/2011)

SIGNED
Professor Ian Pashby
CEO & Provost, The University of Nottingham Malaysia Campus





ANNEX 1

Contact Details

<u>University of Nottingham</u>	<u>Prince of Songkla University</u>
<p>School: Nottingham University Business School Malaysia</p> <p>Key contact: Professor Lee Chew Ging</p> <p>Address: The University of Nottingham Malaysia Campus, Jalan Broga, 43500 Semenyih, Selangor, Malaysia</p>	<p>School: Faculty of Management Sciences</p> <p>Key contact: Assistant Professor Jongpid Sirirat</p> <p>Address: P.O.Box 5, Korhong, Hatyai, Songkhla, 90112 THAILAND</p>
<p>Telephone: +6(03)89248259</p> <p>Fax: +6(03)89248019</p>	<p>Telephone: +66 74 287955-9</p> <p>Fax: +66 74 558853</p>
<p>Email: lee.chew-ging@nottingham.edu.my</p> <p>Website: www.nottingham.edu.my</p>	<p>Email: jongpid.s@psu.ac.th</p> <p>Website: www.interbba.com</p>