



# Articulation Agreement

Western Sydney University, Australia  
and  
Chitkara University, India

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**WESTERN SYDNEY**  
UNIVERSITY



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## Articulation Agreement

### Details

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#### Date

#### Parties

<b>Name</b>	<b>Western Sydney University (ABN 53 014 069 881)</b>
<b>ABN</b>	<b>53 014 069 881</b>
<b>Short-form name</b>	<b>WSU</b>
<b>Address</b>	Locked Bag 1797, Penrith NSW 2751 Australia
<b>Contact:</b>	Associate Professor AnilMishra, Finance a.mishra@westernsydney.edu.au

<b>Name</b>	<b>Chitkara University</b>
<b>Short-form name</b>	<b>Chitkara U</b>
<b>Address</b>	SCO 160 161 Sector 9 Chandigarh India 160009
<b>Contact:</b>	Dr SandhirSharma, Dean, Chitkara Business School sandhir@chitkata.edu.in

### Recitals

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- A. The parties wish to promote mobility of students between their respective institutions, recognising the benefits of arrangements for the granting of advanced standing or credit transfer towards the gaining of a higher education or other tertiary qualification by WSU in respect of courses or units of study undertaken by students of the Articulating Institution.
- B. This Agreement sets out the procedural and legal framework between the parties for articulation of courses or units of study.



## Terms of this Agreement

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### 1 Dictionary

#### 1.1 Definitions

In this Agreement, the following words have these meanings unless the contrary intention appears:

<b>Agreement</b>	means this Articulation Agreement.
<b>Articulating Institution</b>	The educational institution named in Item 1 of Schedule 1.
<b>Articulated Course</b>	a course or unit of study offered by the Articulating Institution that is recognised by WSU for the purposes of advanced standing or credit transfer towards the conferral of a degree or other award of WSU, as specified in Schedule 2.
<b>Commencement Date</b>	This is specified in Item 3 of Schedule 1
<b>Department</b>	means the Commonwealth Department of Home Affairs
<b>ESOS Legislative Framework</b>	the <i>Education Services for Overseas Students Act 2000</i> (Cth) ( <b>ESOS Act</b> ), the <i>Education Services for Overseas Students Regulations 2001</i> (Cth), the <i>Education Services for Overseas Students (Registration Charges) Act 1997</i> (Cth), the <i>Education Services for Overseas Students (TPS Levies) Act 2012</i> (Cth), the ELICOS Standards, the <i>National Code of Practice for Providers of Education and Training to Overseas Students 2018</i> ( <b>National Code</b> ) and the Key Legislative Instruments made under the ESOS Act
<b>Overseas Student</b>	has the meaning given in the ESOS Legislative Framework and includes Students of the Articulating Institution.
<b>Overseas Students Health Cover (OSHC)</b>	means the mandatory health and medical insurance which all Overseas Students must obtain as a condition of their visa
<b>Personal Information</b>	has the meaning given in the Privacy Laws.
<b>Privacy Laws</b>	means the <i>Privacy and Protection of Personal Information Act 1998</i> (NSW) ( <b>PIPPA</b> ) and the <i>Health Records and Information Privacy Act 2002</i> (NSW) ( <b>HRIPA</b> ) and the <i>Privacy Act 1988</i> (Cth) in Australia and any equivalent Laws in the state or country of the Articulating Institution if located outside New South Wales,



Australia.

<b>Student</b>	means a student of the Articulating Institution who has successfully completed an Articulated Course.
<b>Termination Date</b>	This is specified in Item 4 of Schedule 1.
<b>WSU Course</b>	means the courses or units of study offered by WSU, as specified in Schedule 2.
<b>WSU</b>	Western Sydney University (ABN 53 014 069 881) of Locked Bag 1797, Penrith, NSW 2751

## **1.2 Interpretation**

In this Agreement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) other grammatical forms of defined words and expressions have corresponding meanings;
- (c) a reference to a clause, paragraph or Schedule is a reference to a clause or paragraph of, or schedule to, this Agreement and a reference to this Agreement includes its schedules;
- (d) a reference to a person includes a firm, body corporate, unincorporated association or authority;
- (e) a reference to a person includes that person's executors, administrators, successors, substitutes and assigns;
- (f) where relevant, a reference to a party includes that party's directors, officers, employees, agents and contractors;
- (g) an agreement, representation, warranty, undertaking, covenant or indemnity given by or in favour of two or more persons binds them and is given or is for their benefit jointly and severally;
- (h) a reference to a business day means Mondays to Fridays inclusive, except public holidays gazetted in the location of either party.





### **1.3 Headings**

Headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.

## **Operative provisions**

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### **2. Term**

#### **2.1 Initial term**

This Agreement commences on the commencement date and ends on the termination date, unless it is terminated earlier as set out in this Agreement.

#### **2.2 Extension**

The parties may, at any time before the end of the term, extend this Agreement for a further term agreed by the parties. Unless the parties agree otherwise in writing, the provisions of this Agreement shall apply to any such extension.

### **3. Relationship**

#### **3.1 Non-exclusivity**

This Agreement does not confer any exclusive rights on either party, and neither party is prevented from entering into articulation agreements or arrangements with other educational institutions.

#### **3.2 Nature of relationship**

This Agreement does not create any relationship of partner or agency between the parties, and neither party has authority to bind the other to any legally binding obligation.

### **4. Articulation arrangements**

#### **4.1 Conditions**

- (a) Subject to subclauses (b) and (c), WSU agrees to grant the amount of credit specified in Schedule 2, towards the grant of the degree or other award of a WSU Course, for Students who enrol in the corresponding WSU Course.
- (b) WSU can, as a condition of articulation of individual Students into a WSU Course, impose other conditions, including:



- (i) minimum English language proficiency levels;
  - (ii) minimum study requirements; or
  - (iii) recognition deadlines following completion of an articulated course.
- (c) WSU may at any time also change or specify additional criteria for granting articulation by notifying the Articulating Institution to that effect. WSU will, wherever practicable, first consult with the Articulating Institution before giving notice under this clause. Any changes to the criteria for granting articulation do not affect the individual arrangements of Students previously enrolled in a WSU Course.
- (d) The Articulating Institution must not promote or offer a WSU Course to its students unless and until WSU gives notice under subclause (a), and subject to subclause (b). The Articulating Institution must comply with and implement promptly the requirements of any notification given under subclause (c).
- (e) Nothing in this Agreement entitles a Student who enrolls in a WSU Course to be conferred or to graduate with a degree or other award from WSU. Conferral of awards is subject to WSU's relevant assessment, progression and graduation policies.

## **4.2 Course quality and academic integrity**

The Articulating Institution always remains responsible for the quality and academic integrity of Articulated Courses, and agrees to notify WSU promptly of any significant changes to their content or character, including any changes necessary for the purposes of accreditation by a statutory or professional registration body.

## **4.3 Removal and addition of articulated courses**

- (a) The parties may, by agreement, amend Schedule 2 to remove any existing, or include additional, Articulated Courses or WSU Courses.
- (b) Any changes to Schedule 2 must be in writing and signed by the authorised officers of both parties in order to take effect. That amended Schedule 2 shall then form part of this Agreement and shall be taken to supersede and replace the form of Schedule 2 that was in place immediately before its amendment under this clause.

## **4.4 No automatic right of admission**

This Agreement does not confer any automatic right of admission of Students to a WSU Course, which always remains subject to WSU's admission and other requirements, and any laws (such as immigration laws) applicable to WSU.





## **5. Monitoring and review**

### **5.1 Working group**

The parties shall establish a working group made up of an agreed number of representatives from each party, which shall meet annually and be responsible for reviewing and assessing Articulation Courses, making recommendations about removal of or additional articulation courses, and recommendations as to improvements in articulation courses and their availability.

### **5.2 Process**

The working group shall undertake its review and assessment of articulation arrangements through various methods, including student and staff feedback, projected and actual learning outcomes, and feedback from relevant professional or industry groups.

## **6. Provisions for overseas students**

### **6.1 Visa and immigration generally**

Each party agrees that Students who enrol in a WSUCourse are responsible for applying for and complying with all relevant visa and other immigration requirements, and effecting travel, accident and Overseas Students Health Cover (OSHC) while studying with WSU. The Articulating Institution shall be responsible for liaising with and providing information to its Students about any such requirements.

### **6.2 Student visa streamline process**

The following provisions apply to Overseas Students who apply for or are admitted into a WSU Course within Australia:

- (a) unless the parties agree otherwise, the Articulating Institution is responsible for managing the student visa streamlining process in respect of Overseas Students who apply to study in Australia in compliance with the prevailing requirements of the Department;
- (b) the parties must cooperate with each other and do all things reasonably necessary (including obtaining consents or permissions from Overseas Students) to facilitate the student visa streamlining process in accordance with the requirements of the Department and this Agreement;
- (c) each party must establish and maintain proper systems of control and monitoring to ensure the integrity of any student visa streamlining process and comply with any requirements of the Department;



- (d) each party must notify the other promptly if they reasonably suspect that any application from an Overseas Student contains information or documents that are inaccurate or misleading;

## **7. Promotional activities**

### **7.1 Strategies**

The parties shall agree on a mutual acceptable promotional strategy to ensure that Students are aware of the benefits in undertaking WSU Courses.

### **7.2 Quality and accuracy of information**

- (a) Each party remains responsible for ensuring that any information provided by it to the other party is always up to date, complete and accurate, and does not contain any information or references that could be misleading or deceptive or contravene any applicable consumer laws.
- (b) A party who is provided with information or materials by the other party must produce and distribute it in accordance with the requirements of the party who provides it, and in a way that is not misleading or deceptive.

### **7.3 Media and publicity**

Any public or announcements or statements (including to the media) about any of the matters dealt with in this Agreement must be agreed between the parties before release or publication.

## **8. Compliance**

### **8.1 Privacy Laws**

Each party must at all times comply with their respective obligations under relevant Privacy Laws in connection with the collection, storage, management or disclose of Personal Information related to students.

### **8.2 ESOS laws**

- (a) The Articulating Institution acknowledges that all Australian educational institutions are subject to the ESOS Legislative Framework.
- (b) The parties must cooperate with each, and do all things reasonably necessary to ensure compliance with ESOS Legislative Framework in respect of Overseas Students who apply or admitted to study in Australia.



### 8.3 Modern slavery

The parties acknowledge and agree that they are committed to taking action against modern slavery in their respective countries. Each party agrees to take reasonable steps to identify, assess and address risks of modern slavery practices used in the provision of any goods or services contemplated by this Agreement in accordance with modern slavery laws applicable to that party.

### 8.4 Australian Government requirements

- (a) The parties acknowledge that WSU is required to disclose this Agreement and articulation arrangements entered into under this Agreement (“**arrangements**”) to the Commonwealth Government of Australia pursuant to the requirements of the Australia’s Foreign Relations (State and Territory Arrangements) Act 2020 (Cth) (“**AFR Act**”).
- (b) The parties agree that any arrangements disclosed by WSU under the AFR Act will not constitute a breach of confidentiality under any such arrangement.

## 9. Termination and expiry

### 9.1 Termination for convenience

Either party may terminate this Agreement at any time by notifying the other party six (6) months in advance of its intention to do so.

### 9.2 Termination for breach

Either party (“**first party**”) may terminate this Agreement:

- (a) immediately by notifying the other party to that effect if the other party becomes insolvent; or
- (b) by notifying the other party thirty (30) days in advance, if the other party does not rectify a breach of this Agreement within the deadline notified by first party, which must be reasonable, taking into account the nature and extent of the alleged breach.

### 9.3 Termination or other requirements of foreign governments

This Agreement may also be amended or terminated with immediate effect by either party (“**affected party**”) if the government of that affected party issues a direction for this Agreement is declared void or must be amended or terminated (“**government direction**”). If a government direction is given to the affected party:

- (a) the affected party must notify the other party (“**other party**”) specifying, as the case may be, details of the required changes to this Agreement or termination (including the termination



date);

- (b) both parties will work together in good faith to put in place suitable measures to ensure the terms of the government direction are complied with promptly and in accordance with any deadlines specified in the government direction;
- (c) subject to the requirements of the government direction, the parties will work together in good faith to ensure that any exchange programs affected by the government direction and already commenced can be completed in accordance with this Agreement and any agreed terms of that exchange program;
- (d) the affected party shall not be in breach of this Agreement, and has no liability to the other party for any claim for damages or other forms of compensation, as a consequence of any termination or amendment under this clause; and
- (e) the other party agrees to:
  - (i) hold the affected party harmless from and indemnify the affected party against any claim for liability, loss or damage (whether direct or consequential) incurred by the other party as a consequence of termination or amendment of this Agreement in compliance with the government direction; and
  - (ii) not to pursue any such claim against the affected party in any jurisdiction.

## **9.4 Consequences of termination or expiry**

Subject to clause 9.3, termination or expiry of this Agreement does not affect any individual arrangements where a Student has enrolled in a WSU Course before termination or expiry of this Agreement. The parties agree that such Students will be permitted to complete their studies at WSU, and to have the Articulated Course recognised (upon successful completion) by WSU for the purposes of advanced standing or credit transfer.

## **10. Notices and other communications**

### **10.1 Giving notices**

A notice or other communication given under or about this Agreement must be:

- (a) in writing;
- (b) signed by the authorised officer of the party giving the notice specified in (as the case may be) Items 1 or 2 Schedule 1; and
- (c) may be delivered or sent by prepaid post or facsimile to the address or facsimile number of





the addressee specified in (as the case may be) Items 1 or 2 of Schedule 1 or as notified in writing by the addressee to the sender from time to time.

## **10.2 Receipt**

A notice of other communication given under or about this Agreement is taken to have been received as follows:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, five (5) business days after posting;
- (c) if sent by email, immediately unless an undeliverable notice, out of office notification, or faulty transmission message is received;
- (d) if sent by facsimile, when the sender's facsimile confirms the notice has been transmitted in its entirety to the facsimile number of the addressee.



## SCHEDULE 1

### DETAILS OF PARTIES AND TERM OF AGREEMENT

<b>Item 1</b>	Name of Articulating Institution	Chitkara University
	Authorised representative of the Articulating Institution	Sanjeev Sahni Vice President, Office of International Affairs
	Address for delivery or posting of notices	SCO 160 161 Sector 9-C Chandigarh India- 160009
	Email address	Sanjeev.sahni@chitkara.edu.in
	Facsimile number	+91- 9041914000
<b>Item 2</b>	Authorised representative of WSU	Pro Vice-Chancellor (International), Professor Linda Taylor
	Address for delivery or posting of notices	Locked Bag 1797, Penrith NSW 2751 Australia
	Email address	l.taylor@westernsydney.edu.au
	Facsimile number	(+612) 9678 7694
<b>Item 3</b>	Commencement Date	[1 December 2021]
<b>Item 4</b>	Termination Date	[1 December 2026]

## SCHEDULE 2

### COURSE ARTICULATION DETAILS

#### 2782 Master of Business Administration/Master of Applied Finance

This is a 0.5+2 postgraduate articulation of Master of Business Administration/Master of Applied Finance program.

CHITKARA students in Advance Foundation will have to satisfy the English entry requirement with IELTS overall score of 6.5 (minimum 6.0 in each band) or equivalent prior to the commencement of the WESTERN Course 2782 Master of Business Administration/Master of Applied Finance (CRICOS Code 084780E).

Students who have completed Advance Foundation (6 months program) at CHITKARA are eligible to articulate to the Master of Business Administration/Master of Applied Finance at Western Sydney University with 40cps of advanced standing.

To meet WSU's entry requirements for postgraduate programs, students who complete the Advance Foundation will be required to submit a Bachelor's degree testamur and Completion Certificate of the Advance Foundation.

See table below for the advanced standing details:

CHITKARA Units)	WSU Units for Credit	CPs
Financial Institutions and Markets	51163 Financial Institutions and Markets	10
Derivatives	51169 Derivatives	10
International Finance	51211 International Finance	10
Security Analysis and Portfolio Theory	51212 Security Analysis and Portfolio Theory	10
Total:		40

Students progressing at an expected rate will complete the Master of Business Administration/Master of Applied Finance in 2 years of FTE study at WESTERN for award the degree.



## Signature Page

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**SIGNED** for and on behalf of **WESTERN SYDNEY UNIVERSITY ABN 53 014 069 881** by its authorised delegate:

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)  
)

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Signature of authorised delegate

Professor Barney Glover AO

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Name of authorised delegate

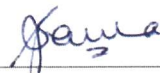
Vice-Chancellor and  
President \_\_\_\_\_

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Position of authorised delegate

**SIGNED** for and on behalf of  
**CHITKARA UNIVERSITY** by its authorised  
delegate in the presence of:

)  
)  
)



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Signature of authorised delegate

Professor Sangeet Jaura

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Name of authorised delegate

Pro Vice-Chancellor, International  
\_\_\_\_\_