

## MEMORANDUM OF UNDERSTANDING

Between

MINISTRY OF PLANNING AND INVESTMENT  
ACADEMY OF POLICY AND DEVELOPMENT

And

PURDUE UNIVERSITY ON BEHALF OF ITS CALUMET CAMPUS

**THIS AGREEMENT**, is entered into between Purdue University on behalf of Purdue University Calumet, 2200 169<sup>th</sup> Street, Hammond, Indiana (hereinafter referred to as "Purdue") and Academy of Policy and Development, Building D25-Ministry of Planning and Investment, Lane 8B, Ton That Thuyet Str., Cau Giay Dist., Hanoi., Vietnam (hereinafter referred to as "APD").

### WITNESSETH THAT:

**WHEREAS**, Purdue and APD desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and

**WHEREAS**, Purdue and APD desire to strengthen and expand the mutual contacts between the two universities; and

**WHEREAS**, APUS Education and Investment Consulting LLC. shall serve as Purdue's exclusive representative with APD for the purpose of recruiting the types of students defined in this agreement; and

**WHEREAS**, Purdue and APD desire to provide for an exchange of faculty and students and other collaboration between the two universities on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, it is mutually agreed as follows:

- I. **Scope of Agreement** - This Agreement, together with Faculty and Student Exchange Agreements, shall include, but not be limited to, the following types of collaboration:
  - A. Short and Long-term Faculty Exchange
  - B. Undergraduate and Graduate Student Exchange
  - C. Visiting Student Programs
  - D. Administrative Support Programs
  - C. Collaborative Research and Discovery, Learning and Teaching, and Engagement
  - D. Other mutually agreed educational programs
- II. **Period of Agreement** - This Agreement becomes effective on the date of the last signature and will continue in effect until terminated by the parties. Official review of the Agreement will take place five years after the date executed.

**III. Termination** - This Agreement may be terminated in any of the following ways:

Termination by Agreement. The Parties may mutually agree to terminate this Agreement in writing, on the terms and dates stipulated therein.

Early Termination. Either Party may terminate this Agreement at any time with or without cause by delivering written notice of termination to the other Party at least one year prior to termination date.

Termination for Cause. Either Party may terminate this Agreement upon a material breach by the other Party which is not cured within thirty (30) days of written notice of such breach to the other Party. Any second or subsequent material breach within a particular one (1) year term, whether such breach is of the same kind or not, shall be grounds for immediate termination of this Agreement.

Upon the termination of this Agreement, the provisions herein shall cease to be in force and effect; provided, however, that termination of this Agreement shall have no effect on the following obligation of either party: (i) obligations occurring prior to the date of termination; and (ii) obligations, promises, or covenants contained herein that are expressly made to extend beyond the term of this Agreement, including without limitation, confidentiality of information.

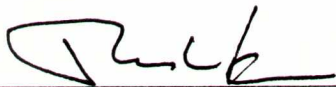
- IV. Activities Under This Agreement** - It is expected that activities taking place under this Agreement will be initiated primarily by academic units or the International office within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For Purdue University, faculty and student exchanges will follow university guidelines for faculty and student exchange.
- V. Planning and Management of Activities** – Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly by the collaborating units and signed by authorized signatories of each Party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program. Activity Agreements will be approved by the Assistant Vice Chancellor for International Affairs, the Dean/Director of the appropriate School and the Assistant Vice Chancellor Business Services and Comptroller at Purdue and the President at APD.
- VI. Funding of Activities** – Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.
- VII. Use of Name** - APD will not use the name of Purdue, nor of any member of Purdue's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Purdue. Purdue will not use the name of APD, or any employee of APD, in any publicity, advertising, or news release without the prior written approval of APD.

- VIII. Nondiscrimination** - Purdue and APD agree that no person shall on the grounds of race, color, national origin, gender, sexual orientation, or creed be excluded from participation under the terms of this Agreement.
- IX. Modification** - The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.
- X. Prevailing Language** - Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.


**IN WITNESS WHEREOF**, Purdue University and APD have executed this Agreement as of the date first above written.

**PURDUE UNIVERSITY**

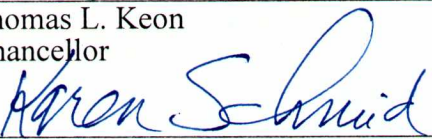
**ACADEMY OF POLICY AND  
DEVELOPMENT**



Thomas L. Keon  
Chancellor

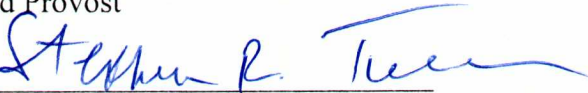


Dao Van Hung  
President



Karen Schmid  
Interim Vice Chancellor for Academic Affairs  
and Provost

Date: 2/5/16



Stephen R. Turner  
Vice Chancellor Finance  
and Administration



Dallas Kenny  
Assistant Vice Chancellor  
for International Affairs

Date: 1/22/16