

Articulation Agreement

Western Sydney University, Australia and Chaudhary Charan Singh Haryana Agricultural University, India





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Articulation Agreement

Details

Date

Parties

Name

Western Sydney University (ABN 53 014 069 881)

ABN

53 014 069 881

Short-form name

WSU

Address

Locked Bag 1797 Penrith NSW 2751 Australia

Contact:

Dr. Sunil .K Panchal, Deputy Associate Dean International

S.Panchal@westernsydney.edu.au

Name

Chaudhary Charan Singh Haryana Agricultural University

Short-form name

CCSHAU

Address

CCS Haryana Agricultural University, Hisar 125 004, Haryana, India

Contact:

Dr. Surender K. Pahuja, Dean College of Agriculture

dcoag@hau.ac.in

Recitals

- 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 transfers 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

1 Dictionary

1.1 Definitions

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

Agreement

means this Articulation Agreement.

Articulating Institution

The educational institution named in Item 1 of Schedule 1.

Articulated Course

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

ofWSU, as specified in Schedule 2.

Commencement Date

This is specified in Item 3 of Schedule 1

Department

means the Commonwealth Department of Home Affairs

ESOS Legislative Framework the Education Services for Overseas Students Act 2000 (Cth) (ESOS Act), the Education Services for Overseas Students Regulations 2001 (Cth), the Education Services for Overseas Students (Registration Charges) Act 1997 (Cth), the Education Services for Overseas Students (TPS Levies) Act 2012 (Cth), the ELICOS Standards, the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code) and the Key Legislative Instruments made under the ESOS

Act

Overseas Student

has the meaning given in the ESOS Legislative Framework and

includes Students of the Articulating Institution.

Overseas Students Health

Cover (OSHC)

means the mandatory health and medical insurance which all Overseas Students must obtain as a condition of their visa

Personal Information

has the meaning given in the Privacy Laws.

Privacy Laws

means the *Privacy and Protection of Personal Information Act* 1998 (NSW) (**PIPPA**) and the *Health Records and Information Privacy Act* 2002 (NSW) (**HRIPA**) and the *Privacy Act* 1988 (Cth) in Australia and any equivalent Laws in the state or country of the Articulating Institution if located outside New South Wales,





Australia.

Student

means a student of the Articulating Institution who has

successfully completed an Articulated Course.

Termination Date

This is specified in Item 4 of Schedule 1.

WSU Course

means the courses or units of study offered by WSU, as specified

in Schedule 2.

WSU

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

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.

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 an implement promptly the requirements of any notification given under subclause (c).
- (e) Nothing in this Agreement entitles a Student who enrols 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 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 2must be in writing and signed by the authorised officers of both parties in order to take effect. That amended Schedule 2shall then form part of this Agreement and shall be taken to supersede and replace the 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.

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;
- 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;





 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) Theparties 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

SCHEDULE 1

DETAILS OF PARTIES AND TERM OF AGREEMENT

| Item 1 | Name of Articulating Institution | Chaudhary Charan Singh Haryana Agricultural |
|--------|---|---|
| | | University |
| | Authorised representative of the Articulating Institution | Dr. Surender K. Pahuja, Dean College of Agriculture |
| | Address for delivery or posting of notices | CCS HAU, Hisar 125 004 Haryana India |
| | Email address | dcoag@hau.ac.in |
| | Facsimile number | 94162 70318 |
| Item 2 | Authorised representative of WSU | Dr. Nicolene Murdoch |
| | | Pro Vice-Chancellor (Global Partnerships & TNE) |
| | Address for delivery or posting of notices | Locked Bag 1797, Penrith NSW 2751 Australia |
| | Email address | N.Murdoch@westernsydney.edu.au |
| | Facsimile number | (+612) 9678 7694 |
| Item 3 | Commencement Date | 11/11/2024 |
| Item 4 | Termination Date | 10/11/2029 |
| | | |





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 2

COURSE ARTICULATION DETAILS

3754 Bachelor of Science (Agrifood)

This is the undergraduate component of a 3+1+1 articulation for a Bachelor of Science (Agrifood) program.

CCSHAUstudents in Bachelor of Science (Hons) (Agriculture)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 3754 Bachelor of Science (Agrifood) (CRICOS Code 041144M).

Students can commence in either Autumn (February) or Spring (July).

CCSHAU students at Bachelor of Science (Hons) (Agriculture)successfully complete the first 3 years of study will be given 160 specified credits forAdvanced Standing for WESTERN Bachelor of Science (Agrifood). See table below:

| Partner | WSU | Credit points |
|--|-------------------------------------|---------------|
| ENG 101 Comprehension and Communication skills in English EXT 202 Communication Skills and Personality Development EXT 102 Fundamentals of Agricultural Extension Education TUT 101 Tutorial (Human Value & Ethics) SOC 101 Rural Sociology and Educational Psychology | NATS 1019 Scientific Literacy | 10 |
| SOILS 101 Fundamentals of Soil Science BIOCHEM 101/MBB 101 Fundamentals of Plant Biochemistry and Biotechnology | CHEM 1008 Introductory Chemistry | 10 |
| BOT 101/ZOO 101 Introductory Biology PL PATH 102 Fundamentals of Plant Pathology ENT 102 Fundamentals of Entomology FOR 101 Introduction to Forestry | BIOS 1001 Biodiversity | 10 |



| AGRON 101 Fundamentals of Agronomy | AGRI 1011 Introduction | 10 |
|--|--|----|
| AGRON 103 Agricultural Heritage | to Agrifood | |
| HORT 201 Fundamentals of Horticulture | | |
| FST 302 Basics of Food Science, Safety and Nutrition | PROC 1005 Introduction to Food Science | 10 |
| STAT 102 Statistical Methods | MATH 1003 Biometry | 10 |
| MATH 101 Elementary Mathematics | in the root Blomony | 10 |
| AGRON 303 Geoinformatics and Nanotechnology for Precision Farming | | |
| COMP 301/AGRON 307/AGM 301 Agricultural informatics | | |
| GP 102 Fundamentals of Genetics | BIOS 1012 Cell Biology | 10 |
| GP 201 Fundamentals of Plant Breeding | 2 con Biology | 10 |
| PL PHY 102 Fundamentals of Crop Physiology | | |
| SOILS 301 Problematic Soils and their Management | EART 2004 Soils and | 10 |
| SOILS 202 Manures, Fertilizers and Soil Fertility Management SOILS 204/AGRON 206/MICRO 204 Agricultural Waste Management | Substrates | |
| SWE 101 Introductory Soil and Water Conservation Engineering | | |
| VSC 201 Production Technology of Vegetables and Spices | HORT 2003 Plant | 10 |
| HORT 204 Production Technology for Fruit and Plantation Crops | Production | 10 |
| SST 202 Principles of Seed Technology | | |
| GP 301 Crop Improvement I (Kharif Crops) | HORT 3002 Protected | 10 |
| GP 302 Crop Improvement II (Rabi Crops) | Cropping Technology | 10 |
| AGRON 204 Farming System and Sustainable Agriculture | | |
| PFE 305 Protected Cultivation and Secondary Agriculture | | |
| AGRON 301 Practical Crop Production-I (Kharif Crops) | NATS 3044 Complex | 10 |
| AGRON 202 Practical Crop Production-II (Rabi Crops) | Case Studies in | 10 |
| EXT 301 Entrepreneurship Development and Business Communication | Science | |
| | | |



| | DIGG 0000 A : II I | 10 |
|---|------------------------------------|-----|
| MICRO 102 Agricultural Microbiology | BIOS 3036 Agricultural Biosecurity | 10 |
| PL PATH 301 Diseases of Kharif Field Crops and Horticultural Crops and their Management-I | Biosecurity | |
| AGRON 305 Weed Management | | |
| PL PATH 302 Diseases of Rabi Field Crops and Horticultural Crops and their Management-II | | |
| ENT 302 Management of Beneficial Insects | | |
| ENT 301 Pests of Crops and Stored Grain and their Management PATH 365 Diseases of Field and Horticultural Crops and their Management-II | | |
| AGRON 201 Crop Production Technology-I (Kharif Crops) | Unspecified Elective | 10 |
| AGRON 302 Crop Production Technology-II (Rabi Crops) | (Level 1) | |
| HORT 302/VSC 302 Post-harvest Management and Value | | |
| Addition of Fruits and Vegetables | | |
| AGM 101 Introductory Agro-meteorology & Climate Change | Unspecified Elective | 10 |
| HORT 202 Production Technology for Ornamental Crops, MAP | (Level 1) | |
| and Landscaping | | |
| | | |
| LPM 201 Livestock and Poultry Management | Unspecified Elective | 10 |
| FMPE 202 Farm Machinery and Power | (Level 1) | |
| RBEE 202 Renewable Energy and Green Technology | | |
| AGRON 306 Rainfed Agriculture and Watershed Management | Unspecified Elective | 10 |
| AGRON 304 Principles of Organic Farming | (Level 2) | |
| FOR 201/AGM 201/SOILS 201/AG ECON 203/CHEM 201 | | |
| Environmental Studies and Disaster Management | | |
| AG ECON 102 Fundamentals of Agricultural Economics | | |
| AG ECON 201 Agricultural Finance and Cooperation | | |
| AG ECON 202 Agricultural Marketing Trade and Prices | | |
| AG ECON 302 Farm Management, Production and Resource Economics | | |
| | TOTAL | 160 |

CCSHAU also has a 6-year Bachelor of Science (Hons) (Agriculture) in which students enter directly after 10th grade. In this 6-year programme, courses from 3rd year onwards are same as for Bachelor of Science (Hons) (Agriculture) 4-year programme. Thus, entry will be based on the results of years 3, 4 and 5 subject completions.



Residual Program

CCSHAU's Bachelor of Science(Hons) (Agriculture)students are expected to complete the Bachelor of Sciences (Agrifood) at WSU in one year of further FTE study.

In accordance with the residual program outlined below, students must complete an additional four elective subjects that are Level 2 or 3 and mostly from STEM electives. Students must consult appropriate advisor from School of Science to select electives. Students may be able to choose some subjects from other streams such as business, entrepreneurship, etc. A layout is provided below:

Year One - 1H

NATS 3055 Practicum 1

Year One - Autumn

NATS 2042 Science Research Methods

AGRI 3005 Animal Production

One elective (must be Level 2 or 3, most probably STEM subject)

Year One - Spring

AGRI 3009 Agricultural Technology

Three electives (must be Level 2 or 3, most probably STEM subjects)

3749 Master of Science (Agriculture)

This is the postgraduate component of a 3+1+1 articulation for a Master of Science (Agriculture)

CCSHAU's students who successfully completed the first three years (and years 3,4 and 5 of the 6-year) of the Bachelor of Science (Hons) (Agriculture) followed by one year of the Bachelor of Science (Agrifood) at WSU are eligible to articulate into Master of Science (Agriculture) at WSU (CRICOS Code 098472B).

Students can commence in either Autumn (February) or Spring (July).

CCSHAU's students whocomplete1 year of the Bachelor of Science (Agrifood) at WSU will be given 80 credit points forAdvanced Standing for WESTERN Master of Science (Agriculture). See table below:





| Partner | wsu | Credit points |
|---|--|---------------|
| Successful completion of: | AGRI 7001 Agricultural Biosecurity | 10 |
| Three years of Bachelor of | AGRI 7002 Agricultural Biotechnology | 10 |
| Science (Hons) (Agriculture) at | AGRI 7003 Agricultural Technologies | 10 |
| Chaudhary Charan Singh Haryana | AGRI 7004 Livestock Production Systems | 10 |
| Agricultural University, | MATH 7016 The Nature of Data | 10 |
| followed by | NATS 7055 Experiment Design and Project Management | 10 |
| One year of Bachelor of | AGEN 7002 Ecosystems in a Changing World | 10 |
| Science (Agrifood) at Western Sydney University | PUBH 7028 Surveillance and Disaster Planning | 10 |
| | TOTAL | 80 |

Residual Program

CCSHAU's students are expected to complete the Master of Sciences (Agriculture) at WSU in one year of further FTE study.

In accordance with the residual program outlined below, CCSHAU's students must complete an additional four subjects from a second specialisation in the Master of Science (Greenhouse Horticulture, Food Science or Sustainable Water Futures). DBSKKV's students must also complete the subject NATS 7033 MSc Research Project (20 credit points) from the Research Capstone Pool. A layout is provided below:

Year One - Autumn

Two subjects from second specialisation

NATS 7033 MSc Research Project (20 credit points)

Year One - Spring

Two subjects from second specialisation

Two subjects from Alternate Pool 1 or 2





Signature Page

| SIGNED for and on behalf of WESTERN SYDNEY UNIVERSITY ABN 53 014 069 | |
|--|--|
| 881 by its authorised delegate: | Gegebille |
| | Signature of authorised delegate |
| | Distinguished Professor George Williams AO |
| | Name of authorised delegate |
| | Vice-Chancellor and President |
| | Position of authorised delegate |
| SIGNED for and on behalf of Chaudhary Charan Singh Haryana Agricultural University by its authorised delegate in the presence of: | |
| Eury 11.11.24 | Hearly 11/22 |
| Signature of witness | Signature of authorised delegate |
| Dr. Surendar K Pahujo | Prof. B.R. Kamboj |
| Name of witness | Name of authorised delegate |
| | Vice-Chancellor |
| | Position of authorised delegate |