MEMORANDUM OF AGREEMENT
BETWEEN
VIETNAM INTERNATIONAL EDUCATION DEVELOPMENT
OF THE MINISTRY OF EDUCATION AND TRAINING OF VIETNAM
HANOI, VIETNAM
AND
AUBURN UNIVERSITY
AUBURN, ALABAMA
OF THE UNITED STATES OF AMERICA

Whereas the Vietnam International Education Development (VIED) is authorized by the Vietnamese Ministry of Education and Training (MOET) to develop international education for Vietnamese scholars, scientists and engineers at top U.S. graduate schools; and

Whereas Auburn University (AU) desires the most qualified graduate students from diverse backgrounds and nationalities, supports international exchanges in education and research, and promotes better relations between the U.S. and Vietnam;

Therefore, VIED of MOET and Auburn University agree on the following:

1. **Purpose:** This Memorandum of Agreement ("MOA") documents a desire of both parties to cooperate on operation of a MOET Fellowship Program ("Program") at Auburn University. Vietnamese scholars ("VIED Fellows") will be nominated by MOET to pursue graduate degree programs at Auburn University.

2. **Role of MOET:** MOET is the sponsor of the program and will recruit, screen, test, and select VIED Fellows in two programs, one focused on the Social Sciences and Humanities and other focused on Science and Engineering. MOET will prepare students in both programs for study in the U.S.

3. **Role of Auburn University:** Auburn University will host the Program, consider VIED Fellows for graduate admission, and provide graduate education training for those admitted.

4. **Responsibilities of MOET:**
   a. **Selection Process:** MOET will conduct a national competitive application and selection process in Vietnam to identify and select the most qualified candidates for graduate study in the U.S.
   b. **TOEFL and GRE Testing:** MOET will provide TOEFL and GRE exam preparation to VIED Fellows to enhance their ability to meet the admission criteria of Auburn University.
   c. **English Proficiency Support:** MOET will pay all expenses related to pre-academic English language training in Vietnam to meet admission standards of Auburn University.
d. **Pre-Departure Orientation, Visa, and Physical Examination:** MOET will pay for all expenses related to pre-departure orientation training, for VIED Fellows in Vietnam.

e. **J-1 Visa:** All VIED Fellows will enter the U.S. on a J-1 student visa with a two-year commitment for stay in Vietnam following completion of the degree. MOET will work with the U.S. Embassy in Vietnam to ensure that VIED Fellows admitted to Auburn University can enter the U.S. prior to the start of the academic year.

f. **Air ticket:** MOET will pay for air tickets for admitted VIED Fellows to travel from their home to Auburn University and to return to their home after completion of the fellowship program and an additional travel allowance for year one directly to each student in accordance with current Vietnamese regulations.

g. **Fellowship Grant for Recipients:**

i. VIED will provide Fellowship Awards for doctoral and master’s study at Auburn University.

ii. Current Auburn University policy waives tuition for students receiving a Graduate Research Assistantship through a Fellowship Award. VIED Fellows are currently eligible for such tuition waivers.

iii. **Full Grant Period (Years 1 and 2):** For each VIED doctoral Fellow entering Auburn University, MOET will provide to Auburn University a first-year VIED Fellowship Award (“Award”) of $27,000 (Twenty-Seven Thousand U.S. Dollars).

iv. The Award amount covers all required application fees and deposits that will be paid by the student. This includes: orientation fees; required fees for the academic year and summer session; required health insurance for the calendar year.

v. The Fellowship will provide a normal graduate stipend for 12 calendar months of $1,200. The assistantship shall be sufficient to support the Fellow during each calendar year assuming satisfactory progress is being made.

vi. For the second year MOET will provide to Auburn University an Award of $27,000 (Twenty-Seven Thousand U.S. Dollars) for each doctoral student.

vii. The third year of doctoral study will continue the Fellowship graduate stipend using residual funds from Years 1 and 2. The Fellow will continue to be eligible for the Auburn University Graduate Research Assistantship tuition waiver.

viii. For Master's students, MOET will provide a VIED Fellowship of $27,000 for two years of study. Most AU MS graduate
programs can be completed in five semesters. The Fellows will continue to be eligible for the Auburn University Graduate Research Assistantship tuition waiver.

h. Graduate Assistantships:
   i. So long as Auburn University policy provides for fee waivers, graduate monthly stipends, and other privileges to graduate research assistants, VIED Fellows who are graduate research assistants will be provided those same privileges.

   ii. To comply with J-1 visa regulations, prior to awarding a graduate assistantship to a VIED Fellow, Auburn University will notify MOET in writing of the terms and conditions, including time commitment, salary, and financial arrangements of the assistantship.

   iii. The award amount can be changed subject to mutual agreement between MOET (VID) and Auburn University as indicated in Appendix A.

i. Payment Schedule: Upon documented acceptance and enrollment of the MOET selected students at Auburn University, Auburn University will submit a letter and invoice to MOET. MOET or its appointed agent will make the grant payments to Auburn University within 30 days. The invoice will be sent to ensure payment is received by August 1.

j. Participating School Listing: MOET will include Auburn University in the list of schools for MOET Fellows that will be posted on MOET’s website with a link to the Auburn University website.

k. Recruitment Support: MOET will provide Auburn University with the names, fields of study, test scores, and contact information of all newly selected VIED Fellows and will permit Auburn University to contact the Fellows directly to determine if they have interest in programs available at Auburn University.

l. Relationship Support: MOET will introduce Auburn University to appropriate educational and research institutions in Vietnam with which MOET has a working relationship. MOET will appropriately promote the expertise of Auburn University within Vietnam when requested.

5. Responsibilities of Auburn University:
   a. Primary contact: Auburn University will designate a specific individual as the primary point of contact (“Contact Person”) between Auburn University and MOET. The Contact will be the Office of the Dean of the Graduate School.

   b. Selection Process: Following MOET’s national competitive application and selection process to identify the most qualified candidates for graduate study, Auburn University scientists and academics will participate in the oral interview of the candidates in Vietnam.
c. **Internal Communication:** Auburn University will inform all relevant institutional offices (including the graduate school, admissions, international offices, departments, directors of graduate studies and accounting) of the relationship and arrangements with MOET.

d. **Admission:** Auburn University will adhere to application deadlines and admission standards to facilitate early decisions on VIED Fellows through the departments, and the Graduate School.

e. **Academic Advisor:** The host department will assure there is an assigned academic advisor to the VIED Fellow from the point of admission.

f. **Introduction to Host Family:** Auburn University will seek to introduce VIED Fellows to volunteer host families to promote cultural exchanges and local friendship upon the Fellows' arrival on campus.

g. **Orientation:** Auburn University will provide appropriate campus orientation sessions for all new VIED Fellows.

h. **Grades and Reports:** With written request and authorization from the VIED Fellow, Auburn University will send to MOET, and/or its appointed agent, an official transcript for each Fellow after each academic term.

i. **Termination after Second Academic Year:** After the first two years in the Ph.D. program, if any VIED Fellow fails to meet the academic qualifications set by the Auburn University program to continue toward the planned degree, Auburn University can cease its support and will allow the Fellow to exit the program with a Master's degree if academic requirements for that degree have been met. Auburn University may terminate a student at any time if there is unsatisfactory progress on the degree.

j. **Applicability to Current VIED Fellows:** Auburn University will not apply all aspects of this MOA to VIED Fellows who are presently at Auburn University. This MOA will commence with students entering Auburn University in the 2013-2014 academic year.

6. **General Provisions**

   a. **Duration:** This MOA agreement will remain in effect for 5 (five) calendar years or less, as indicated in Appendix A, from the date of the last signature and renewed by mutual assent at the end of the effective period, unless formally terminated in accordance with Section 1.c. below.

   b. **Mutual Cooperation:** MOET and Auburn University will ensure the smooth and efficient implementation of this MOA, be available for mutual consultation and share other necessary information in a timely manner.

   c. **Termination:** This MOA agreement may be terminated by either Party by notifying the other Party in writing no later than October 1st in any
calendar year, with the effective end-date of this MOA occurring at the end of summer term of the following year at Auburn University.

d. **Non-Effect of Termination on Continuing Fellows:** Termination of this MOA affects only potential new VIED Fellows; and in no way affects the terms of this agreement for continuing VIED Fellows at Auburn University. All aspects of this MOA remain in effect for both Parties for VIED Fellows who are already enrolled at Auburn University until the completion of their degree.

e. **Representations:** Each Party represents that: (a) it has all rights and authority to execute and deliver this MOA and perform its respective obligations hereunder and that this MOA is binding and enforceable against it; and (b) that to the respective parties knowledge it has no prior contemporaneous or superior contract obligations or other circumstances that will interfere with, inhibit or in any way preclude it from becoming a Party to this MOA and complying with all obligations set forth herein.

f. **Governing Law and Jurisdiction:** This MOA shall be governed by, interpreted under, and construed and enforced under the laws of the State of Alabama.

g. **Assignment and Amendment:** Neither Party may sell, transfer, assign or subcontract any right, duty or obligation set forth in this MOA without the prior written consent of the other Party. No waiver, amendment or modification of this MOA shall be effective unless it is in writing and executed by both Parties.

h. **Entire Agreement:** This MOA contains all of the terms agreed upon by the Parties hereto with respect to the subject matter hereof, and all understandings and agreements heretofore had or made among the Parties hereto are merged into this MOA, which alone fully and completely expresses the agreement of the Parties hereto.

i. **Counterparts:** This MOA may be executed in two or more counterparts, one in English and the other in Vietnamese, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

j. **Delivery of Notices, Payments, and Reports:** All notices, reports and payments under this Agreement must be in writing and be delivered by overweight or two-day courier or express mail service or by certified mail (return receipt requested) to the address of a Party as set out below (or to such other address as a party designates in accordance with this provision). Notices will be effective upon delivery (as evidenced by delivery receipt or equivalent document).
7. Signatures

IN WITNESS WHEREOF, each of the undersigned has caused this MOA to be executed by its respective duly authorized officer as of the day and year signed with the latest date, if there is more than one date, serving as the effective date.

VIETNAM INTERNATIONAL EDUCATION DEVELOPMENT
MINISTRY OF EDUCATION AND TRAINING OF VIETNAM

Name: Nguyen Xuan Vang
Title: Director General,
Vietnam International Education Development

[Signature]

Date

AUBURN UNIVERSITY:

Name: Timothy R. Boosinger
Title: Provost & VP Academic Affairs

[Signature]

Date

Name: George T. Flowers
Title: Dean of the Graduate School

[Signature] 1-25-13

Date
Appendix A

1. The Parties agree that the grant amount that MOET will provide to Auburn University for each VIED Fellow during his/her first full two years at Auburn University will be USD 54,000 paid in two installments.

2. The Parties agree that the duration of the MOA is five (5) years from the date of the last signature, and if terminated during or thereafter the VIED Fellows enrolled at the termination time shall continue to be supported by the original agreement.

3. Colleges at Auburn University will allow VIED fellows to waive select student fees consistent with the awarding of Teaching, Research, and Graduate Assistantships and Graduate Part-time Instructor positions at Auburn University.

Digitally signed by Joseph J. Molnar
DN: cn=Joseph J. Molnar, c=US, o=College of Agriculture, ou=Office of International Agriculture, email=molnajj@auburn.edu
Reason: I have reviewed this document
Date: 2013.01.31 09:49:04 -06'00'