

## MEMORANDUM OF AGREEMENT - ARTICULATION

**Name of partner:** Beihang University

**Country:** P.R. China

**University of Nottingham course(s) to which students will be admitted:**

MSc and MEng in the Department of Electrical and Electronic Engineering

MSc in the Department of Mechanical, Materials and Manufacturing Engineering

**University of Nottingham campuses included in agreement:** United Kingdom

This **AGREEMENT** is made on the 13th October 2012.

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 "UoN".

And

**BEIHANG UNIVERSITY**, a University established and existing under the Laws of China, and having its principal office at No. 37 Xueyuan Road, Haidian District, Beijing, 100191, China

hereinafter referred to as "BUAA".

### Schedule 1

<b>BUAA programme</b>	<b>Minimum Entry Criteria to University of Nottingham Programmes</b> <i>(including any English language and additional requirements)</i>	<b>University of Nottingham Programmes</b>	<b>University of Nottingham School</b>	<b>Minimum and Maximum Student Numbers</b>
BEng	See section 2	A range of MSc, BEng and MEng programmes	Department of Electrical and Electronic Engineering Department of Mechanical, Materials and Manufacturing Engineering	Min 1* Max 30

\* No scholarship will be offered if the number of students is less than 10 within a single academic year.

## **1 SCOPE OF AGREEMENT**

This is an agreement between the following Departments: Faculty of Engineering, The University of Nottingham and the BUAA schools of between whom it is proposed that a partnership be established for the guaranteed admission of students to a range of MSc/MEng programmes and advanced entry to a range of BEng programmes in the Department of Electrical and Electronic Engineering, the Faculty of Engineering at the University of Nottingham after successfully completing the Bachelor of Engineering programme at BUAA.

Department of Electrical and Electrical Engineering (EEE), Faculty of Engineering, the University of Nottingham

Department of Mechanical, Materials and Manufacturing Engineering (M3), Faculty of Engineering, the University of Nottingham

School of Electronic and Information Engineering (EIE), Beihang University

School of Automation Science and Electrical Engineering (ASEE), Beihang University

School of Mechanical Engineering and Automation (MEA), Beihang University

The two parties agree that they may wish to expand the partnership in the future to include joint research, joint PhD training and staff exchanges or other collaboration which could be regarded as beneficial to both Universities and the BUAA-UoN Programme. Such issues could be the source of further Agreements between the Universities.

### **Existing BUAA and UoN Degrees**

BUAA's BEng (Bachelor of Engineering) degree is a four year degree, delivered and assessed in Mandarin.

UoN's MEng (Master of Engineering) degrees are four year degrees, delivered and assessed in English.

UoN's MSc (Master of Science) is a 12-month taught degree, delivered and assessed in English.

### **Articulation/Credit Transfer Routes**

Under this agreement BUAA students will have three possible progression routes to the UoN programmes. Students meeting the progression requirements detailed below will be guaranteed entry to UoN.

#### **Option A – UoN Third Year Entry MEng Degree**

This option permits students to study for three years at BUAA and two years at UoN subject to satisfying progression requirements at all stages.

At UoN, students will enter the third year (Part 2) of an MEng (Honours) degree programme.

Option A only applies to EEE, EIE and ASEE.

#### **Option B – BUAA BEng Degree and UoN MSc Degree**

This option permits students to complete four years BEng degree programme at BUAA and then enter the existing MSc degree programme at UoN subject to satisfying the minimum MSc entry requirements.

### **Option C – BUAA BEng Degree and UoN MSc by Research Degree**

This option permits students to complete four years BEng degree programme at BUAA and then enter the one year MSc by Research degree programme at UoN subject to satisfying the minimum MSc by Research entry requirements. It should be noted, however, that the MSc by Research programme contains a large research project that will be supported by an individual member of UoN staff. Consequently, the number of places available under this programme depends upon the availability of UoN staff.

Option C only applies to EEE and EIE.

### **Award of a BUAA BEng Degree**

Students on Option A may be eligible for the award of a BUAA BEng degree at the end of the study at UoN. These students must choose modules required by BUAA to maintain eligibility for the award of a BUAA BEng degree. It is the responsibility of BUAA to ensure that students are aware of those modules they should take to preserve their eligibility.

This agreement is specifically limited to these courses and qualifications. Any further courses or qualifications will be subject to a further agreement. The agreement is between BUAA and UoN only. The University of Nottingham reserves the right to change the structure of its MEng degree programmes.

## **2 ADMISSIONS REQUIREMENTS**

### **English Requirements**

Students must achieve the minimum English language requirements as outlined in the current University online prospectus:

(<http://pgstudy.nottingham.ac.uk/postgraduate-courses/schools-and-departments.aspx>).

Students will be eligible to apply for the free in-session support classes provided by the Centre for English Language Education (CELE) at UoN. This must be arranged by the applicants directly with CELE as required by CELE. UoN firmly believes that any students with the minimum acceptable IELTS scores will also benefit greatly from the CELE in-session tuition in English Language.

### **Academic Requirements**

Standard UoN entry requirements as advertised officially on the University website and postgraduate prospectus apply for option B and option C. For Option A, the aggregate average mark for all six semesters at BUAA must not be less than 75%.

## **3 MANAGEMENT OF THE AGREEMENT**

UoN will appoint a member of academic staff at UoN to serve as the UoN Coordinator for the BUAA-UoN Programme. BUAA will appoint a member of academic staff at BUAA to serve as the BUAA Coordinator for the BUAA-UoN Programme. In each institution the Head of Department (School) shall have overall responsibility for the programme operation within their institution. Any change of the coordinator, either at UoN or at BUAA, will be reported to the other institution in writing.

### **The responsibilities of the UoN Coordinator**

1. Ensuring that UoN is kept informed of all matters relating to the BUAA-UoN partnership.
2. Acting as a channel of communication between UoN and the BUAA coordinator on academic and administrative matters.

3. Notifying the BUAA coordinator of any academic or administrative changes in a timely fashion.
4. Undertaking periodic monitoring and review of the programme and communicating the outcomes of any such review to the BUAA Coordinator.

#### **The responsibilities of the BUAA Coordinator**

1. Ensuring that BUAA are kept informed of all matters relating to the BUAA-UoN partnership.
2. Acting as a channel of communications between BUAA and the UoN coordinator on academic and administrative matters.
3. Notifying the UoN Coordinator of any academic or administrative changes in a timely fashion.
4. Undertaking periodic monitoring and review of the BUAA-UoN programme and communicating the outcomes of any such review to the UoN coordinator.

#### **4 FINANCIAL ARRANGEMENTS**

UoN Faculty of Engineering has agreed to offer scholarships to BUAA-UoN students on the MEng/MSc programmes at UoN on the condition that the minimum number of students from BUAA to UoN is not less than 10 (to all courses in Faculty of Engineering) within a single academic year. The scholarships will be **20%** off the full international fee as indicated below. For example, the full international tuition fee for taught postgraduate MSc courses in the Department of Electrical and Electronic Engineering for 2012/13 is £15,720 so the fee with the scholarship applied will be **£12,576**.

If 20 or more students from BUAA register (to all courses) in the Faculty of Engineering at UoN there will be 1 full international fee scholarship for the highest ranked student in addition to the 20% scholarships.

Current and future fees for the MEng/MSc programmes are available on the University of Nottingham website:

<http://www.nottingham.ac.uk/fees/tuitionfees/index.aspx>

#### **PhD scholarships:**

Students graduating from MEng/MSc courses under this programme will be eligible for the Alumni Scholarship (10% off full fees). Students will also be eligible to apply for competitive PhD scholarships under the Dean of Engineering Research Scholarships for International Excellence Programme or relevant International Office scholarship programmes subject to their performance. Information on scholarship opportunities can be found on the UoN website:

<http://www.nottingham.ac.uk/engineering/funding/postgraduate/funding.aspx>

#### **5 QUALITY ASSURANCE**

Each institution retains the right to approve copy of any publicity and promotional material produced by its partner 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. The University of Nottingham name and logo remain the property of The University of Nottingham. The BUAA name and logo remain the property of BUAA.

The agreement confirms the rights and obligations of both BUAA and UoN covering both the relationship at institutional level, and the relationship at individual programme level.

Students on admission to The University of Nottingham shall be subject to the regulations of the University.

The arrangement described in this memorandum will be subject to the University's normal quality assurance policies and procedures as laid out in the Quality Manual. To inform these processes, The University of Nottingham requires the partner to provide on request appropriate information about the conduct of the programme including staff and student matters.

## **6 INTELLECTUAL PROPERTY RIGHTS**

Both parties agree that the Intellectual Property Rights (IPR) in all programme materials created by either of the parties shall be vested 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.

## **7 LEGAL JURISDICTION**

This agreement shall be subject to the laws of England. While both parties agree, where possible, to resolve any dispute without reference to the courts, where necessary any dispute shall be subject to the exclusive jurisdiction of the English courts.

BUAA acknowledges that The University of Nottingham is subject to all applicable UK legislation including, but not exclusively, the Freedom of Information Act 2000 the Data Protection Act 1998. In compliance with this 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.

## **8 INDEMNIFICATION**

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

## **9 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.

## **10 EQUAL OPPORTUNITIES**

The University of Nottingham and BUAA agree that neither party shall discriminate against any person connected to this agreement or the programmes that form this agreement on the basis of race, ethnicity, colour, religion, sex, sexual orientation, marital or parental status, national origin, age or disability.

Both parties acknowledge and accept that The University of Nottingham is subject to relevant UK legislation relation to equality duties and the BUAA is subject to relevant legislation in China, as may be amended from time to time.

## **11 WITHDRAWAL FROM THE AGREEMENT**

The UoN reserves the right to withdraw from the arrangement described in this document if the partner fails to fulfil the stated obligations or for any other reason.

Should either the University or the partner wish to withdraw from the agreement, then they should provide a written notice of intent to withdraw from the agreement no later than 12 months prior to the desired date of withdrawal. Nevertheless, any student enrolled with the partner at the time of notice of intent to withdraw being provided will still be eligible for admission to the University under the terms of this agreement. Any students already enrolled in the programme at UoN shall be given the opportunity to finish the programme.

## **12 DURATION OF THE AGREEMENT AND REVIEW DATES**

The agreement is established for an initial period of 3 years from the date signed below and is subject to review in the 12 months prior to the potential date of renewal.