MEMORANDUM OF UNDERSTANDING
FOR
VIETNAM EDUCATION FOUNDATION FELLOWSHIP PROGRAM
AT
Virginia Tech - Blacksburg, VA
(Name of University)

Whereas the Vietnam Education Foundation ("VEF") is a special Congressional initiative to bring Vietnam and the United States closer through educational exchanges in science and technology (S&T);

Whereas VEF has the full support of the U.S. National Academies to identify and select the best Vietnamese scholars for graduate studies in the U.S.;

Whereas VEF has successfully placed more than 100 Fellows at 37 leading universities across the U.S.;

Whereas VEF has a legislative mandate to seek cost sharing with U.S. universities for its fellowship program;

Whereas VEF aims to establish a consortium of U.S. universities ("Alliance Schools") that support the mission of VEF;

Whereas Virginia Tech ("School") desires to have the most qualified graduate students from diverse backgrounds and nationalities;

Whereas the School supports international exchanges in education and research, and better relations between the U.S. and other nations;

Therefore, VEF and the School ("Parties") agree on the following:

1. Purpose
   1.1. This Memorandum of Understanding ("MOU") establishes the modality and extent of cooperation between the Parties to establish a VEF Fellowship Program ("Program") at the School.
   1.2. The Program involves Vietnamese scholars ("VEF Fellows") selected by VEF to attend a graduate degree program in the U.S.

2. Roles of Parties
   2.1. Role of VEF:
      2.1.1. VEF is the sponsor of the Program.
      2.1.2. VEF recruits, screens, tests, and selects VEF Fellows and prepares them for graduate study in the U.S.
   2.2. Role of the School:
2.2.1 The School is the host of the Program.
2.2.2 The School considers VEF Fellows for graduate admission pursuant to its standard admissions criteria for applications received by the School's published deadline and, if admitted, provides graduate educational training to them.

3. Responsibilities of VEF

1. Selection Process: VEF conducts a national competitive application and selection process in Vietnam to identify and select the most qualified candidates for graduate study in the U.S. This process includes an oral exam of the candidates by American scientists and academicians sent to Vietnam by the National Academies.

2. TOEFL and GRE Testing: VEF provides exam preparation for VEF Fellows for the Test of English as a Foreign Language ("TOEFL") and the Graduate Record Examination ("GRE") to ensure that the Fellows meet the admission criteria of the School. VEF pays for the costs of the TOEFL and GRE exams taken by VEF Fellows.

3. English Proficiency Support: VEF pays for all expenses related to pre-academic English language training if required by the School.

4. Pre-Departure Orientation, Visa, and Physical Examination: VEF pays for all expenses related to pre-departure orientation training, visa application, and physical exam for VEF Fellows in Vietnam.

5. J-1 Visa: All VEF Fellows enter the U.S. on a J-1 student visa with a two-year home-residency requirement under VEF's visa sponsorship. VEF works directly with the U.S. Embassy in Vietnam to ensure that VEF Fellows admitted to the School can enter the U.S. prior to the start of the academic year. VEF provides J-visa support for the duration of status of the VEF Fellow.

6. Air ticket: VEF pays for the air tickets for admitted VEF Fellows to travel from their home to the School and return home after completion of the Program.

7. Settling-in Allowance: VEF provides $500 as a settling-in allowance to each VEF Fellow admitted to the School. This amount is given directly to the Fellows for personal incidental use to help settle-in at the School.

8. Fellowship Grant: There are two consecutive grant periods during a fellowship of 5 years.

3.8.1 Full Grant Period (Years 1 and 2): For each VEF Fellow per each period of twelve (12) calendar months during the first two years at the School, including the Fall, Winter, Spring, and Summer terms, VEF provides to the School a VEF Fellowship Grant ("Grant") of $27,000 (Twenty Seven Thousand U.S. Dollars). This Grant amount is in lieu of all required School application fees and deposits; School orientation fees; tuition and required fees for the academic year and summer session; required health insurance for the year; required books and educational equipment each term; and normal graduate stipends for 12 calendar months. The graduate stipend provided to the VEF Fellow by
the School shall be sufficient to cover all living expenses as well as all required books and educational equipment for each term.

3.8.2 Support Grants Period (Years 3, 4, and 5): VEF provides to each VEF Fellow at the School a professional support grant of $3,000; (Three Thousand U.S. Dollars) per calendar year during the third, fourth, and fifth years, or until graduation whichever comes first, of their graduate education at the School. This grant amount is intended for the VEF Fellow’s personal and direct use to support his/her intellectual and professional pursuits. During these three years, or until graduation whichever comes first, all other financial support for the VEF Fellow comes from the School in the form of graduate assistantships and/or other resources of the School.

3.9. Payment Schedule: Upon receipt of the corresponding invoice from the School, VEF, or its appointed agent, shall pay the School within 30 days in lump sum the annual Grant amount for each VEF Fellow.

3.10. VEF Fellowship Conference: VEF pays for all travel, lodging, per diem, and registration costs for VEF Fellows to attend an annual VEF Fellowship Conference during the Grant periods.

3.11. Alliance School Listing: VEF will include the School in the list of VEF’s Alliance Schools made available to the public in Vietnam and all VEF Fellows. The list of VEF’s Alliance Schools will be posted on VEF’s website with a link to the School’s website.

3.12. Recruitment Support: VEF will provide to the School the names, fields of study, test scores, and contact information of all newly selected VEF Fellows and will permit the School to contact the Fellows directly to solicit their interest in attending the School.

3.13. Relationship Support: VEF will introduce the School to appropriate educational and research institutions in Vietnam with which VEF has a working relationship. VEF will appropriately promote the expertise of the School within Vietnam if requested by the School.

4. Responsibilities of the School

4.1. Primary Contact: The School will designate a specific individual as the primary point of contact ("Contact Person") between the School and VEF. This individual may be located in the office of the Dean of Graduate Studies ("Graduate Dean") or in another office as appointed by the Graduate Dean.

4.2. Application Fee and Deposits: The School pays for the application fee and any deposits, and if possible, provides a program code for Fellows to use in lieu of fee payment for the School’s online application.

4.3. Administrative Fee: The School waives all indirect costs, overhead and other administrative fees related to the Program.

4.4. Internal Communication: The School informs all relevant institutional offices (including the graduate school, admissions, the international office, and the bursar) of the relationship and arrangements with VEF.

4.5. Admission: As VEF Fellows meet school application deadlines and admission standards, the School facilitates a timely decision on VEF Fellows.
through the school departments, the graduate school, and the admission office. The School has the final discretion as to whether a VEF Fellow will be admitted to the School.

4.6. Academic Advisor: The School assigns an academic advisor to the VEF Fellow from the point of admission.

4.7. Introduction to Local Host Family or Friends: The School will make every effort to introduce VEF Fellows to volunteer host families or local individuals to promote cultural exchanges and local friendship upon the Fellows’ arrival on campus.

4.8. Orientation: The School provides campus orientation sessions to new VEF Fellows.

4.9. Grades and Reports: With written request and authorization from the Fellows, the School sends to VEF, and/or its appointed agent, an official transcript after each academic term.

4.10. Financial support during Years 1 and 2: The School will make up any differences between the Grant that is provided by VEF for each VEF Fellow during the first two years and the amount that is normally expected to attend the Program, including living expenses. VEF provides the Grant to the School in exchange for the School supporting the VEF Fellow entirely. During the first two years, assistantships shall not be mandatory by the School except when the Fellow is performing academically above the School’s average and the Fellow receives written authorization from VEF to work as a graduate assistant.

4.11. Graduate assistantships:

4.11.1. The School awards graduate assistantships, and/or other means of financial assistance, to VEF Fellows no later than the third year of their graduate study, subject to the VEF Fellows making satisfactory academic progress as outlined in the School’s policies and procedures. The assistantships and/or financial assistance shall be sufficient to support the Fellows during each calendar year through completion of the degree, as they would have no other means of financial support.

4.11.2. The VEF Fellow is expected to meet the normal qualifications to receive the graduate assistantship and to continue to meet the expected requirements to maintain the assistantship and/or other means of financial assistance from the School through completion of the degree.

4.11.3. The School provides the normal tuition and fee waivers, graduate monthly stipends, and other privileges to VEF Fellows who are graduate assistants, just as afforded to other graduate assistants, pursuant to the School’s policies and procedures.

4.11.4. To comply with J-1 visa regulations, prior to awarding a graduate assistantship to a VEF Fellow, the School notifies VEF in writing of the terms and conditions, including time commitment, salary, and financial arrangements of the assistantship.

4.12. Termination after Second Academic Year: After the first two years in the program, if any Fellow fails to meet the academic qualifications set by the School to continue toward a doctoral degree, the School can cease its support.
and will allow the Fellow to complete the requirements for a Master's degree. VEF Fellows, who would expect to be terminated at the end of the second year, shall be directed by the School toward an appropriate Master's degree program as soon as possible. They will be required to meet the requirements of that program in order to be awarded the Master's degree.

4.13. Academic Progress: The VEF Fellow is expected to achieve satisfactory progress toward degree completion by meeting the normal requirements set by the School.

4.14. School Rules and Regulations: The Parties agree and acknowledge that all VEF Fellows enrolled in the School shall be subject to any and all School rules and regulations applicable to its faculty, staff, and students, including, but not limited to, those involving disciplinary action up to and including academic dismissal.

5. General Provisions

5.1. Duration: This MOU agreement will remain in effect for 5 calendar years from the date of the last signature and will be renewed automatically at the end of the effective period, unless terminated in accordance with Section 5.3 below.

5.2. Mutual Cooperation: Both Parties will ensure the smooth and efficient implementation of this MOU, be available for consultation with each other and give each other necessary information when reasonably required, subject to any applicable laws or regulations.

5.3. Termination: This MOU 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 agreements in this MOU as the end of the School’s summer term of the following year.

5.4. Non-Effect of Termination on Continuing Fellows: Termination of this MOU affects only potential new VEF Fellows; it does not in any way affect the terms of this agreement for continuing VEF Fellows at the School. All aspects of this MOU remain in effect for both Parties for VEF Fellows who are already enrolled at the School until the completion of their degree.

5.5. Representations: Each Party represents that: (a) it has all rights and authority to execute and deliver this MOU and perform its respective obligations hereunder and that this MOU is binding and enforceable against it, and (b) 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 MOU and complying with all obligations set forth herein.

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

5.7. Entire Agreement: This MOU contains all of the terms agreed upon by the Parties hereto with respect to the subject matter hereof, and all understandings
IN WITNESS WHEREOF, each of the undersigned has caused this MOU 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.

**On Behalf of the School**

By: ___________________________  Date: ___________

Name: ___________________________

Title: ___________________________

**On Behalf of the Vietnam Education Foundation**

By: ___________________________  Date: 3/2/2015

Name: Kien Pham

Title: Executive Director

**Reviewed and approved by U.S. Government Legal Counsel:**

[Signature]

Leahy P. Wilson

Senior Assistant General Counsel

General Services Administration
SUMMARY OF FINANCIAL PROVISIONS IN THE ALLIANCE SCHOOL MOU

This summary serves as a quick glance at the financial structure presented in the MOU. Please note that the MOU is a no-risk proposition to the School. By signing the MOU, the School is not obligated to admit any VEF Fellow as it does not have present and/or future funding for graduate assistantships. Yet, by signing the MOU, the School will have full access to VEF’s pool of highly-selected graduate scholars in science and technology, and become a part of a prestigious international fellowship program.

1. VEF pays for all expenses related to recruiting, screening, testing, and selecting the brightest graduate scholars from Vietnam and makes their identity, test scores and contact information available to the School.

2. To prepare for the scholars’ departure from Vietnam, VEF pays for all expenses related to a pre-departure orientation, visa applications, and required health exams. In addition, VEF pays airfare to the U.S. and provides each Fellow with a settling-in allowance of $500. VEF will also pay for pre-academic English language training if required by the School.

3. For a five-year doctoral program, VEF pays:
   a. **Fellowship Grant to the School:** During the Fellow’s first two years at the School (Years 1 and 2), VEF will provide an annual fellowship grant of $22,900 to the School. This grant amount is in lieu of all required deposits; school orientation fees; tuition and required fees for the academic year and summer sessions; required health insurance for the calendar year; required books and educational equipment; and university graduate stipends for 12 calendar months.
   b. **Support Grant to the Fellow:** During the subsequent three years of graduate study (Years 3, 4, and 5), the Fellow will receive an annual professional development grant of $3,000 directly from VEF. During this period, the Fellow is to receive graduate assistantships and/or other forms of support from the School that would cover all educational and living expenses.

4. During the fellowship period, VEF will pay for the costs of travel, lodging, per diem, and registration for the Fellow to attend an annual fellowship conference, co-hosted by VEF and the National Academics.

DIRECTIONS FOR SIGNING AND MAILING THE MOU

Please complete the blanks on pages 1, 6, and 7, including the signature of the appropriate individual authorized to sign this MOU. Then, please make a copy for your records and return the copy with your officer’s original signature to: Dr. Lynne McNamara, Senior Program Officer, Vietnam Education Foundation, 2111 Wilson Blvd., Suite 700, Arlington, VA 22201. If you have any questions, please call Dr. McNamara at 703-351-5053.