



Australian  
National  
University



北京理工大学

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## ARTICULATION AGREEMENT

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THE AUSTRALIAN NATIONAL UNIVERSITY  
as represented by  
(ANU College of Business and Economics)

and

BEIJING INSTITUTE OF TECHNOLOGY  
as represented by  
(the Office of Undergraduate Education)

for

PROVISION OF AN ARTICULATED PROGRAM OF UNDERGRADUATE  
STUDIES

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THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

**BETWEEN**     **The Australian National University**, A.B.N. 52 234 063 906, CRICOS Provider Number 00120C, an institution pursuant to the *Australian National University Act 1991* (Cth), of Acton, in the Australian Capital Territory, 0200, Australia as represented by the ANU College of Business and Economics ('**ANU**')

**AND**            **Beijing Institute of Technology**, No.110000000839, 5 South Zhongguancun Street, Haidian District, Beijing, China, as represented by the Office of Undergraduate Education ('**BIT**')

## **BACKGROUND**

- A. ANU and BIT wish to enter into an agreement to establish undergraduate articulation programs in the Disciplines outlined in Schedule 2. Students will complete 2 years of undergraduate study at BIT and 2 years at ANU (2+2).

**The Parties agree as follows:**

### **1. DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, unless the context or subject matter otherwise requires:

**'Agreement'** means this document, including schedules and annexures, to which the agreement to the terms and conditions is expressed by the signatories representing all Parties.

**'ANU'** includes the officers, employees, agents and subcontractors of the ANU.

**'Delegated Authority'** is the officer of ANU authorised to make decisions relating to programs in the ANU College of Business and Economics.

**'eCoE'** means the electronic Confirmation of Enrolment.

**'ESOS Act'** Education Services for Overseas Students Act 2000 (refer to Schedule 1)

**'IELTS'** means the International English Language Testing System.

**'Intellectual Property'** means all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, trade secrets and know how, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**'Material'** means property, documents, equipment, software, goods, information, data stored by any means and the subject matter of any category of Intellectual Property rights.

**'Party'** means either the ANU or BIT and **'Parties'** means both the ANU and BIT.

**‘Personal Information’** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a Material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**‘Precluded Party’** means a Party affected by an unexpected event as defined in this Agreement, as a consequence of such event being temporarily unable to fulfil its obligations under this Agreement.

**‘Program’** means the Degree Program identified in the background and schedules as the context applies.

**‘BIT acronym’** includes the officers, employees, agents and subcontractors of BIT.

**‘Unexpected Event’** affecting a Party means anything outside that Party’s reasonable control, including but not limited to, acts or omissions of the other Party, fire, storm, flood, earthquake, acts of God, pestilence, war (whether declared or undeclared), transportation embargo or failure or delay in transportation, act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including but not limited to, sub-contractors, customers, governments or government agencies).

1.2. In this Agreement unless the context indicates a contrary intention:

- a) word in the singular number include the plural and words in the plural number include the singular; and
- b) words importing a gender include any other gender; and
- c) words importing persons include a partnership and body whether corporate or otherwise; and
- d) clause headings, words capitalised or in bold format and notes in square brackets (“[ ]”) are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference; and
- e) all reference to clauses are to clauses in this Agreement; and
- f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

## **2. TERM OF AGREEMENT**

2.1. This Agreement will come into effect when it is signed by the Parties and will be valid for a period of five (5) years, unless terminated earlier pursuant to Clause 15.

2.2. After three years, BIT and the ANU will undertake an evaluation and appraisal of the Program to determine whether to extend the period of this Agreement.

## **3. PROGRAM STRUCTURE**

- 3.1. The program structures and credit are specified in Schedule 2.
- 3.2. All students will be provided with ANU academic support to select appropriate courses.
- 3.3. For the first two years the program will be limited to no more than fifty (50) BIT students each ANU academic year. Following an assessment of student progress in line with clause 2.2, limits to student numbers will be reviewed and may be adjusted.
- 3.4. Students who complete their ANU studies and who meet the entry requirements for their preferred honours plan are eligible to apply for an ANU Honours year.

#### **4. ADMISSION CRITERIA**

- 4.1. BIT students will be required to complete the normal ANU application form and provide the necessary supporting documentation. The final decision on admission to ANU will rest with ANU.
- 4.2. BIT acknowledges that due to visa restrictions in Australia, all study to be undertaken in Australia must comprise a full-time load.
- 4.3. Students must satisfy ANU English Language requirements of IELTS score of 6.5 overall with no band below 6.0 (or equivalent) in order to enrol in the Program outlined in Clause 3. These requirements are subject to change and ANU will advise BIT of any such changes in writing within 20 working days of formal approval of the change.
- 4.4. Students who do not meet the English language requirements as set out in 4.3, may apply to undertake the *ANU Access English* program at the ANU College as per the requirements in the *ANU English language admission requirements for students policy*

#### **5. ANU OBLIGATIONS**

- 5.1. ANU will:
  - a) provide, information to BIT including course outlines, course materials, learning outcomes, information on entry requirements and application procedures, student tuition fee requirements and information on living expenses;
  - b) provide details of any substantial curriculum changes;
  - c) enrol qualified students from BIT into the Bachelor program as specified in clause 3 and Schedule 2;
  - d) provide students who successfully complete the course requirements with certification of completed courses and award them the corresponding ANU degree;

- e) provide students who have been awarded ANU degrees with academic excellence with opportunities to apply for scholarships for further education, where such scholarships are available;
- f) provide hospitality for staff visiting ANU from BIT;
- g) prior to departure from home country, provide students from BIT with necessary information relevant to their studies at ANU together with the necessary eCoE to obtain a student visa for Australia, noting that the decision to issue a visa does not rest with ANU. Such material may be provided in paper or electronic form and may also include URLs of relevant websites;
- h) assist in securing on-campus housing provided students must meet the application deadlines for on campus housing accommodation. Students from BIT will have access to such information regarding off campus accommodation as may be provided by the ANU Accommodation Office;
- i) appoint an ANU coordinator at the cost of the ANU to monitor and assist with the Program delivery process; and
- j) inform BIT on non-academic and administrative matters influencing the conduct of the Program.

## **6. BIT OBLIGATIONS**

### **6.1. BIT will:**

- a) provide unit outlines and information about the courses and programs offered by BIT relevant to this agreement; BIT will advise ANU of any changes to this information.
- b) provide details of any substantial curriculum changes;
- c) provide hospitality for staff visiting BIT from ANU;
- d) advertise and conduct the arrangements of the Program in accordance with Clause 8; and
- e) provide administrative assistance and support during the conduct of the Program.

## **7. COST AND PAYMENT**

- 7.1. The tuition fee for the ANU part of the Program will be paid to ANU by the individual students. Tuition fees are subject to change and ANU will advise BIT of such changes.
- 7.2. A deposit of approximately one semester tuition fee plus Overseas Student Health Cover (OSHC) must be made to ANU in Australian dollars, by students before they commence study in Australia. The deposit requirements may be varied in accordance with changes to ANU procedure.

- 7.3. Students will be responsible for their own personal health and hospitalisation insurance coverage while in Australia. Students intending to enrol at ANU must take out visa-length OSHC prior to departure as a condition of their student visa. Any medical expenses that exceed the insurance coverage provided by OSHC must be borne by the student.
- 7.4. BIT agrees to advise students that each student accepted into the Australian component of the Program will be responsible for making their own international and domestic travel arrangements and any costs associated with that travel, as well as ensuring they have money for expenses involving meals, study materials, local transportation, personal requirements, passport, visa applications and all other general living expenses, including accommodation while in Australia. The students will also be responsible for all expenses of accompanying spouse or dependents.

## **8. MARKETING**

- 8.1. BIT will be responsible for the marketing of the Program in Home country BIT acknowledges that advertising and promotion of the Program in Home country may be subject to the ESOS Act which binds Australian universities and their agents. The ESOS Act will apply to all programs of study that involve BIT students obtaining a student visa to study in Australia. Even where the ESOS Act does not apply, BIT agrees to advertise and promote the Program in accordance with the ESOS Act principles, as if the ESOS Act did apply.
- 8.2. All marketing and promotional material, including but not limited to information provided on websites, that relates to the Program will be submitted to ANU for approval before publishing. No material will be published without the written approval of ANU. As the marketing and promotional material will be in Language, ANU will be provided with English explanations of the content of any non-English language marketing material.
- 8.3. Any violation of this Clause 8 will entitle ANU to terminate this Agreement in accordance with the procedures set out in Clause 15.
- 8.4. Each Party grants a non-exclusive licence to the other Party to use their respective logos and names in all promotional materials, including advertisements, brochures, stationary materials, etc., only in connection with or relating to the promotion or conduct of the Program developed under this Agreement and only for the duration of this Agreement, provided all promotional material is in accordance with Clause 8 and BIT's promotional material is approved by the Authority prescribed by ANU.
- 8.5. Any Intellectual Property in a Party's logo, trademark or name remains the property of the respective Party. Each Party warrants that it will not, by action or omission, jeopardize the rights of the other Party, or the validity or subsistence of such rights, in the name and logo of the other Party, and must promptly notify the other Party of any infringement by any person or entity of the other Party's Intellectual Property rights in its name and logo which comes to its attention.

## **9. INTELLECTUAL PROPERTY**



- 9.1. The ownership of Intellectual Property which exists prior to the commencement of this Agreement will not be altered or transferred merely by virtue of its use for the purposes of this Agreement.
- 9.2. Intellectual Property in all Material provided by one Party to the other Party vests in the providing Party not the receiving Party.
- 9.3. All rights, title and interests in any studies, reports or other materials, graphic or otherwise, prepared by a Party will belong to that Party and may not be made use of except with that Party's prior written permission.
- 9.4. Where the Parties jointly develop Intellectual Property, they will negotiate ownership of such Intellectual Property having due regard for each Party's contribution, policies and governance requirements.
- 9.5. Any Intellectual Property in the logos or names remains the property of the respective Party.
- 9.6. This clause will survive the expiration or termination of this Agreement.

## **10. INSURANCE**

- 10.1. The Parties will effect and maintain appropriate levels of insurance, including public liability, professional indemnity, workers compensation and other appropriate insurances, in relation to their employees or students undertaking courses or the Program in their country or overseas.

## **11. INDEMNITY**

- 11.1. Subject to the provisions of this Agreement, each Party will at all times indemnify the other Party (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the indemnifying Party, its employees, agents or subcontractors in connection with the performance of its obligations under this Agreement.
- 11.2. A Party's liability to indemnify the other Party under Clause 11.1 will be reduced proportionally to the extent that any act or omission of the other Party or its employees or agents contributed to the loss or liability.
- 11.3. The indemnity referred to in Clause 11.1 will survive the expiration or termination of this Agreement.

## **12. CONFIDENTIAL INFORMATION**

- 12.1. All information relating to this Agreement and furnished by one Party to the other and marked "Confidential" will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this Agreement, unless agreed in writing between the Parties.



12.2. Clause 12 will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of that information; information which is independently developed by the receiving Party; information required to be released by law; or information which is rightfully received by the receiving Party from third parties without accompanying secrecy obligations.

12.3. Each Party, in giving an undertaking not to disclose, is to arrange for its officers, employees, agents and subcontractors engaged in the performance of its obligations under this Agreement to give an undertaking, and if requested by the other Party this undertaking may be asked for in written form, to the non-disclosure of such confidential information except for the performance of duties under this Agreement. Each Party will arrange promptly on execution of this Agreement for all such undertakings to be given.

12.4. This clause will survive the expiration or termination of this Agreement for two years from the date of expiration or termination of this Agreement.

### **13. USE OF PERSONAL INFORMATION**

13.1. BIT acknowledges and agrees that ANU is bound by the provisions of the Australian legislation called Privacy Act 1988 (Cth) ('the Privacy Act'). The Privacy Act requires ANU to pass on the obligations outlined in this clause to another party where ANU is providing Personal Information to that other party.

13.2. BIT agrees to:

- a) use Personal Information supplied or held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- b) take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;
- c) use reasonable practices to ensure that the security, use and disclosure of Personal Information only applies to the types of activities BIT is undertaking under this Agreement;
- d) co-operate with any reasonable demands or inquiries made by ANU including, but not limited to, a request from ANU to comply with a guidelines concerning the handling of Personal Information;
- e) ensure that any person who has access to any Personal Information is made aware to observe the obligations referred to in this clause;
- f) comply, as far as practicable, with any policy guidelines furnished to BIT as are laid down by the ANU from time to time relating to the handling of Personal Information;
- g) comply, as far as practicable, with any direction of ANU to observe any recommendation from the Information Commissioner relating to any acts or practices of BIT in dealing with Personal Information;

- h) indemnify ANU as the circumstances require, in respect of any loss or expense suffered or incurred by ANU arising out of or in connection with a breach of the obligations of BIT under this clause or any misuse of Personal Information by BIT or any disclosure by BIT in breach of its obligations under this clause.

## **14. NOTICES**

14.1. Any notice, request or other communication to be given or served pursuant to this Agreement must be in writing and dealt with as follows:

14.1.1. If given to BIT – marked for the attention of:

Name: Xu Jin  
Title: Associate Director, the Office of Undergraduate Education  
Tel: +86 10 6891 2309  
Email: xujin@bit.edu.cn

14.1.2. If given to ANU – marked for the attention of:

Name: Professor Shirley Leitch  
Title: Dean, ANU College of Business and Economics  
Tel: +61 2 6125 3596  
Email: [dean.cbe@anu.edu.au](mailto:dean.cbe@anu.edu.au)

Name : Jay Poria  
Title : Manager, International Marketing and Partnerships, ANU College of Business and Economics  
Tel : +61 2 6125 4567  
Email : [jay.poria@anu.edu.au](mailto:jay.poria@anu.edu.au)

14.2. Any notice, request or other communication is to be delivered by hand or transmitted electronically, and if transmitted electronically, a copy is also to be sent to the addressee by pre-paid post.

14.3. Any notice, request or other communication will be deemed to be received:

- a) if delivered by mail, upon the expiration of 10 working days;
- b) if transmitted electronically, upon receipt by the sender of an acknowledgement that the communication has been properly received

14.4. Both Parties will make a good faith attempt to confirm receipt of any communication.

## **15. TERMINATION**

15.1. This Agreement may be terminated by a Party serving on the other Party at least three months written notice.

15.2. Effective teach-out or transition plans will be in place for all students enrolled in the Program should this agreement terminate whilst a student is

undertaking the Program. During this time, BIT will not continue to recruit students for the Program. For the avoidance of doubt, completing the Program means the students can complete their studies and obtain the appropriate degree award from ANU.

15.3. Either Party may terminate this Agreement if the other is in default or in breach of any provision under this Agreement provided that the aggrieved Party has first given one (1) months' notice of its intention to terminate this Agreement. If the default or breach has not been remedied at the expiry of the specified time the aggrieved Party may by written notice terminate this Agreement.

15.4. Either Party may terminate this Agreement where the other Party is the subject of any of the following: bankruptcy, insolvency, appointment of receiver and/or official manager, winding up whether voluntary or compulsory (other than for the purpose of reconstruction), or a change in the ownership of either Party.

## **16. DISPUTE RESOLUTION**

16.1. Subject to Clause 15.4, before resorting to external dispute resolution mechanisms, the Parties will attempt to settle by negotiation between them any dispute in relation to this Agreement, including by referring the matter to authorised personnel of the Parties who may have authority to intervene and direct some form of resolution.

16.2. If a dispute is not settled by the Parties within 10 working days of one Party first sending to the other Party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.

16.3. Notwithstanding the existence of a dispute, each Party will continue to perform its obligations under the Agreement.

16.4. When a Party seeks urgent interlocutory relief, it may commence court proceedings relating to any dispute arising from this Agreement after providing notice in writing to the other Party.

16.5. This clause will survive the expiration or termination of this Agreement.

## **17. JURISDICTION AND GOVERNING LAW**

17.1. This Agreement will be governed by and construed in accordance with the laws for the time being in force in the country in which the part of the Program is being undertaken and in which a dispute or default has occurred between the Parties. The Parties agree to submit to the jurisdiction of the courts of that jurisdiction.

17.2. Each Party will ensure that the work done under this Agreement complies with the laws from time to time in force in the country in which the Program is being carried out.

## **18. NEGATION OF PARTNERSHIP AND AGENCY**

18.1. The Parties will not represent themselves, and will ensure that their employees do not represent themselves, as being an employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party.

18.2. A Party will not by virtue of this Agreement be or for any purpose be deemed to be an employee, partner or agent of the other Party, or as having any power or authority to bind or represent the other Party, unless specifically referred to as such under applicable statute law in Australia and in China.

## **19. ENTIRE AGREEMENT AND VARIATION**

19.1. This Agreement constitutes the entire agreement between the Parties.

19.2. No agreement or understanding varying or extending this Agreement, will be legally binding upon either Party unless in writing and signed by both Parties.

## **20. ASSIGNMENT**

20.1. Neither Party may assign, create any interest in or otherwise deal with all or any of its rights under this Agreement without the prior written consent of the other Party.

## **21. PRECEDENCE**

21.1. Should any discrepancies exist between this Agreement and any other agreement between the Parties or parts thereof, this Agreement will take precedence over the other.

## **22. FORCE MAJURE EVENT**

22.1. Notification of Unexpected Event

If an Unexpected Event affecting a Party precludes that Party (Precluded Party) partially or wholly from complying with its obligations under this Agreement then:

- a) as soon as reasonably practicable after that Unexpected Event arises, the Precluded Party must notify the other Party of the Unexpected Event; and
- b) to the extent and for the period that the Precluded Party is precluded by the Unexpected Event from complying with its obligations under this Agreement, those obligations will be suspended.

22.2. This clause does not apply to any obligation to pay money.

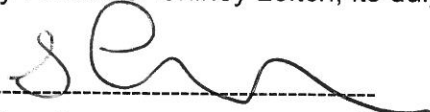
## **23. EFFECTIVENESS AND LANGUAGE OF THE AGREEMENT**

23.1. This Agreement is written in English.

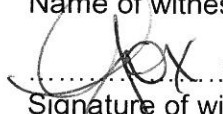
23.2. The Parties will execute two (2) copies of the Agreement, each Party retaining one copy in English.

**Executed as an AGREEMENT:**

**SIGNED** on behalf of **THE AUSTRALIAN NATIONAL UNIVERSITY**  
by Professor Shirley Leitch, its duly authorised officer

  
Signature Date: 21.10.15

Linda Fox  
Name of witness

  
Signature of witness

**SIGNED** on behalf of **BEIJING INSTITUTE OF TECHNOLOGY**  
by Professor Haiyan HU, its duly authorised officer

.....  
Signature Date: .....

.....  
Name of witness

.....  
Signature of witness



## SCHEDULE 1: ESOS ACT REQUIREMENTS

1. ANU is subject to the provisions of the *Education Services for Overseas Students Act 2000* (Cth) ('the ESOS Act'). The ESOS Act imposes certain requirements on ANU in relation to overseas students, including that ANU ensure that organizations with which it collaborates also complies with the ESOS Act provisions. This schedule sets out the provisions that ANU must ask BIT to comply with.
2. In recognition of the obligations that ANU has under Australian law, BIT agrees to:
  - 2.1 perform its obligations under this Agreement observing the highest standards in honesty, quality of service and ethics and in accordance with the standards particularly described in paragraph 2.3 below;
  - 2.2 if ANU asks BIT to do so, give ANU any information ANU considers reasonably necessary to assess and monitor BIT's credentials to act as the representative of the ANU with respect to the provision of information to students. ANU may use or disclose that information to any person it reasonably considers necessary to allow it to check BIT properly. However, ANU will not use that information for any other purpose;
  - 2.3 abide by the Code. BIT agrees that it has read and understood the Code and has already familiarized itself with the content of the Code. ANU undertakes to notify BIT of any changes to the Code and BIT will be bound by those changes. Specifically, BIT makes the following undertakings:
    - 2.3.1 to market ANU Program with integrity and accuracy;
    - 2.3.2 to provide full, free and accurate information about ANU, its Program and facilities, based only on official information that ANU provides to it;
    - 2.3.3 to recruit and select students in an honest, ethical and responsible manner;
    - 2.3.4 to ensure that all necessary evidence and documentation accompanies a prospective student's application or acceptance of offer;
    - 2.3.5 to advise prospective students that they are required to provide to ANU accurate contact details, including updates of these details as necessary;
    - 2.3.6 not to publish information that is misleading, inaccurate or damaging about ANU or another tertiary institution;
    - 2.3.7 not to guarantee or imply the availability of any employment in Australia to a prospective students while they are enrolled with ANU;
    - 2.3.8 not to guarantee or imply immigration or residency opportunities for prospective students while studying or after graduation in Australia;

- 2.3.9 to inform prospective students that students coming to Australia on a student visa must have a primary purpose of studying and must study on a full-time basis and that any school-aged dependants accompanying them to Australia will be required to pay full fees if they enrol in either Australian government or non-government schools;
  - 2.3.10 to provide to prospective students comprehensive and accurate information about living costs in Australia;
  - 2.3.11 to represent itself and ANU in a way that upholds the dignity and reputation of both parties;
  - 2.3.12 to accept no inducement for and make no promises about attending ANU;
  - 2.3.13 where any prospective student does not meet ANU admission standards to promptly advise them that they do not; and
  - 2.3.14 not to charge directly or indirectly any fee to students or any other person for the selection services or activities connected with the Program without first seeking written permission from ANU.
3. ANU undertakes to notify BIT of any changes to the Code and the Parties agree to amend this Schedule from time to time to include such of those changes which are, in the opinion of ANU, relevant to this Agreement, with which BIT must comply.

For the purposes of this Agreement:

**Code:** means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the Australian legislation called *Education Services for Overseas Students Act 2000*, as amended from time to time and the Code is currently found at [http://www.teqsa.gov.au/sites/default/files/National\\_Code\\_2007\\_pdf.pdf](http://www.teqsa.gov.au/sites/default/files/National_Code_2007_pdf.pdf) ; and

**Prospective student:** means a person who seeks to apply to become a student of ANU.



**SCHEDULE 2: ARTICULATION TABLE BETWEEN ANU AND BIT**  
**Beijing Institute of Technology and The Australian National University (ANU) 2+2 Program**

<b>Beijing Institute of Technology Program</b>	<b>ANU College of Business and Economics Program</b>	<b>Advance Standing</b>	<b>Requirements</b>
Bachelor of Management (Information Management and Information System)	Bachelor of Commerce (Information System major)	48 units (1 year)	<ul style="list-style-type: none"> <li>- Students must achieve an average of 75% in courses at BIT</li> <li>- Students must achieve a minimum grade of 75% or above 'Economics' courses at BIT for which ANU credit will be awarded.</li> <li>- Meet the English proficiency standard as per ANU English language policy before transferring to ANU.</li> </ul>
Bachelor of Management (Accounting)	Bachelor of Accounting		
Bachelor of Economics (International Economics and Trade)	Bachelor of Finance		
Bachelor of Economics	Bachelor of Economics		