



**Articulation Agreement Between  
HELP University  
and The University of Maine System acting by and through  
The University of Maine**

In accordance with the provisions of the Memorandum of Understanding entered into by the Parties on December 3, 2021, the University of Maine System acting by and through the University of Maine (hereinafter referred to as UMaine) and HELP University (hereinafter referred to as HELP) (collectively “the Parties”) agree to work collaboratively to provide admission pathway opportunities for academically qualified students and graduates of HELP University Foundation program, facilitate student academic, immigration and social transition for students from HELP Foundation Programs to the UMaine’s bachelor’s degree programs. This articulation agreement identifies admission and graduation requirements and provides a side-by-side course equivalency table for courses included in the Foundation of Arts and Foundation of Science Programs at HELP. This Articulation Agreement contains the common terms and conditions for this pathway between HELP and UMaine.

**1. Admission Requirements:** Students from HELP Foundation programs will be accepted by UMaine based on individual achievement and availability of space in the UMaine program. Each student will follow the standard UMaine admission process for transfer student and will be considered for UMaine international scholarships. Students from HELP Foundation of Arts and HELP Foundation of Science programs are eligible to apply to any UMaine undergraduate degree or certificate program.

**2. Transfer credits:** The evaluation and transfer of earned college credits shall be in compliance with state and federal education policies and institutional and academic program accreditation standards pertaining to undergraduate academic transfer. The most recent transfer credit equivalency information is available through the online transfer equivalency listing located at [mainestreet.maine.edu](http://mainestreet.maine.edu). Courses at HELP with an equivalent course at UMaine will transfer in as that course; any course taken at HELP that is approved for transfer but does not have an equivalent UMaine course will transfer in as elective credit provided the student meets the grade requirement for transfer credit.

UMaine considers courses passed with a C- or better (C or better for English Composition), for transfer credit, however, specific grade requirements for courses needed to satisfy individual degree requirements are identified in the degree requirements listed in the UMaine academic catalog. Courses taken at HELP in which the student did not earn the required grade to satisfy either transfer credit or degree requirements would need to be retaken at either UMaine or HELP in order to earn the grade needed to count toward the degree at UMaine.



Students will be required to complete all UMaine degree requirements to receive a UMaine bachelor's degree. A minimum of 30 credits originating at the University of Maine campus is required to earn a bachelor's degree from UMaine.

3. Program Review: Representatives from HELP and UMaine will meet regularly to discuss any changes in program requirements for currently enrolled students.

4. Promotion: UMaine and HELP agree to grant to the other party the right to use each other's names in print and media advertising to the public for the purpose of marketing this pathway that will be created as a result of this Articulation Agreement. The two parties agree to share any proposed advertising prior to publication and such advertising shall only be published or used if approved by both parties. HELP agrees to promote this Articulation Agreement to their students and graduates.

5. Termination: This Articulation Agreement may be terminated by both parties or by either party upon ninety (90) days prior written notice to the other party. In the event that this Articulation Agreement or any Addenda to the general Memorandum of Understanding between HELP and UMaine are modified, amended or terminated, the students who have been admitted to UMaine will be able to finish the program under the same terms and conditions that existed when they were admitted to the program.

6. Non-discrimination: HELP and UMaine shall not discriminate and shall comply with all applicable laws prohibiting discrimination on the basis of race, color, religion, creed, sex, sexual orientation, including transgender status, gender identity or gender expression, ethnic, national or aboriginal origin, or citizenship status, genetic information, age, marital status, physical or mental disability, source of income, political belief, affiliation or activity, veteran status or any other ground protected under Maine or Malaysia human rights legislation. The parties encourage each other in providing employment and education opportunities to individuals with disabilities or who may otherwise face unfair barriers in accessing these opportunities.

7. Liability: Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or damage or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of the performance of this Agreement shall be determined according to applicable law. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such liabilities or claims; and each shall continue to enjoy all rights, claims, immunities and defenses available to it under law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq.

8. Liability Insurance: During the term of this Agreement, HELP shall maintain, and on request furnish proof of general liability insurance in the amount of coverage of not less than \$400,000 per occurrence, covering damages to both real and personal property, and bodily injury and death. Such insurance may not be canceled without providing thirty (30) days prior written notice to UMaine.

During the term of this Agreement, UMaine shall maintain, and on request furnish proof of commercial general liability insurance in the amount of coverage of not less than \$400,000 per occurrence, covering



damages to both real and personal property, and bodily injury and death. Such insurance may not be canceled without providing thirty (30) days prior written notice to HELP.

**9. Governing Law:** This Agreement shall be governed and interpreted according to the laws of the State of Maine, except that its conflicts of law provisions shall not apply.

**10. Severability:** In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal that shall not affect the validity of the remaining portions of this Agreement.

**11. Independence:** HELP is an independent contractor of UMaine, not a partner, agent, or joint venturer of UMaine and, except as expressly permitted by this Agreement, neither party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other.

Each party shall retain complete responsibility for, and control and authority over, its own curriculum, programs, policies, standards, admission criteria, facilities, employees and students.

**12. Waiver:** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

**13. Force Majeure:** Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means unforeseeable causes beyond the control of and without negligence of the party claiming Force Majeure. Force Majeure shall include, but not be limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

**14. Student Records:** Both parties agree to comply fully with the Family Educational Rights and Privacy Act [20 U.S.C., paragraph 1232g], as amended, and its implementing regulations, and any applicable privacy legislation they are subject to in their respective jurisdiction in all of the activities under this Agreement. The parties agree to implement and maintain reasonable safeguards to ensure the security and confidentiality of student records and information.

**15. Entire Agreement:** This Agreement may be amended or modified only in writing signed by both parties.

**16. Notice:** Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (a) on the day of delivery in person; (b) five (5) days after deposit in first class registered mail, with return receipt requested; (c) on the actual delivery date if deposited with an overnight courier; or (d) on the date sent by facsimile, if



confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

**HELP University Contact Information:**

Fiona Woo  
Vice President, Group Marketing  
HELP University  
woof@help.edu.my

**UMaine Contact Information:**

Orlina Boteva  
Director, Office of International Programs  
University of Maine  
orlina.boteva@maine.edu

17. Assignment: This Agreement may not be assigned, transferred, or conveyed, in whole or in part, by either party unless agreed by the Parties herein in writing.

## COURSE-BY-COURSE ARTICULATION

### FOUNDATION IN ARTS PROGRAM

HELP University Malaysia			UMaine		
Course prefix	Course name	Credits	Transfer Equivalent	Credits	Gen eds
<b>Core Courses:</b>					
FDSTA001	Statistics	4	STS 232	4	Quantitative
FDMA001	Finite Math	4	MAT 100X	4	Quantitative
	<b>Credits from Core courses</b>	<b>8</b>		<b>8</b>	
<b>Common Core Courses:</b>					
FDENG002	Advanced English	4	ENG 100X	4	-
FDITC001	Computing Principles	4	COS 100X	4	-
FDCTS001	Critical Thinking Skills	4	PHI 103	4	Western Cultural Traditions
FDCAP001	Culture, Arts and Politics	4	INT 100X	4	Artistic/Cultural Diversity
FDENG001	Intermediate English	4	-	0	-
FDPDL001	Personal Development and Leadership	3	LDR 100X	3	-
FDSSK002	Study Skills	3	LAS 150	3	-
	<b>Credits from Common Core courses</b>	<b>26</b>		<b>22</b>	
<b>Elective Courses - students choose 4 courses only</b>					
FDCAL001	Calculus	4	MAT 126	4	Quantitative
FDECP001	Economic Principles	4	ECO 100X	4	Social Context & Institutions
FDECE001	Fundamentals of Early Childhood Education	4	CHF 100X	4	Social Context & Institutions
FDBUS001	Introduction to Business Principles	4	MGT 101	4	-
FDHCM001	Intro to Human Communications	4	CMJ 102	4	Social Context & Institutions
FDLES001	Introduction to Legal Studies	4	GEL 100X	4	Cultural Diversity/Social Context
FDMKT001	Introduction to Marketing Principles	4	MKT 270	4	-
FDPRG001	Introduction to Programming	4	COS 121	4	Quantitative
FDTHM001	Introduction to Tourism and Hospitality	4	MKT 200X	4	-
FDACT001	Principles of Accounting	4	ACC 201	4	-
FDESL001	Principles of ESL Teaching & Learning	4	ELL 100X	4	-
FDPSY001	Psychology for Personal Development	4	PSY 100	4	Social Context & Institutions
FDPSP001	Public Speaking and Presentation Skills	4	CMJ 103	4	Social Context & Institutions
	<b>Credits from 4 elective courses</b>	<b>16</b>		<b>16</b>	
	<b>Total credits for Foundation of Arts</b>	<b>50</b>	<b>Total transfer courses</b>	<b>46</b>	

**FOUNDATION IN SCIENCE PROGRAM**

HELP University Malaysia			UMaine		
Course prefix	Course name	Credits	Transfer Equivalent	Credits	Gen eds
<b>Core Science Course:</b>					
FDCAL001	Calculus	4	MAT 126	4	Quantitative
<b>Students choose 2 sets of the science subjects below:</b>					
FDBIO002	Biology I: Cells, Metabolism & Physiology	4	BIO 100	4	Lab Science
FDBIO003	Biology II: Genetics, Evolution, & Ecology	4	BIO 200	4	Lab Science
FDCHM002	Chemistry I: Element, Compounds & Org Chem I	4	CHY 121/123	4	Lab Science
FDCHM003	Chemistry II: Thermochemistry & Organic Chemistry 2	4	CHY 122/124	4	Lab Science
FDPHY002	Physics I: Mechanics, Light and Optics	4	PHY 111	4	Lab Science
FDPHY003	Physics II: Fluids Mechanics, Electricity and Magnetism	4	PHY 112	4	Lab Science
<b>Credits from Core Science Courses</b>		<b>20</b>		<b>20</b>	
<b>Common Core Courses:</b>					
FDENG002	Advanced English	4	ENG 100X	4	-
FDITC001	Computing Principles	4	COS 100X	4	-
FDCTS001	Critical Thinking Skills	4	PHI 103	4	Western Cultural Traditions
FDCAP001	Culture, Arts and Politics	4	INT 100X	4	Artistic/Cultural Diversity
FDENG001	Intermediate English	4	-	0	-
FDPDL001	Personal Development and Leadership	3	LDR 100X	3	-
FDSSK002	Study Skills	3	LAS 150	3	-
<b>Credits from Common Core courses</b>		<b>26</b>		<b>22</b>	
<b>Elective Course - students choose 1 course only</b>					
FDFMA001	Finite Math	4	MAT 100X	4	Quantitative
FDPRG001	Introduction to Programming	4	COS 121	4	Quantitative
FDPSY001	Psychology for Personal Development	4	PSY 100	4	Social Context & Institutions
FDSTA001	Statistics	4	STS 232	4	Quantitative
<b>Credits from 1 elective course</b>		<b>4</b>		<b>4</b>	
<b>Total credits</b>		<b>50</b>		<b>46</b>	



IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Articulation Agreement on this 18th day of February 2022.

**HELP UNIVERSITY**

Prof. Datuk Dr. Paul Chan  
Vice Chancellor

Signature

date

25/2/22

**UNIVERSITY OF MAINE**

Dr. John C. Volin  
Executive Vice President for Academic Affairs  
and Provost

Signature

date