



**USM**  
UNIVERSITI SAINS MALAYSIA

**APEX™**



# **STUDENTS AND STAFF EXCHANGE AGREEMENT**

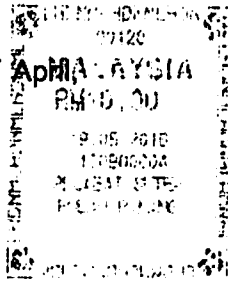
**BETWEEN**

**UNIVERSITI SAINS MALAYSIA (USM)**

**AND**

**UNIVERSITAS SULTAN AGENG TIRTAYASA (UNTIRTA)**

**THIS STUDENTS AND STAFF EXCHANGE AGREEMENT** is made this 28<sup>th</sup> day of April 2016 (hereinafter referred to as **"Agreement"**);



**BETWEEN**

**UNIVERSITI SAINS MALAYSIA**, a Malaysian public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this Agreement is represented by its International Mobility and Career Centre, Division of Academic and International Affairs with its main campus at 11800 USM, Pulau Pinang, Malaysia (hereinafter referred to as **"USM"**) of the first part;

**AND**

**UNIVERSITAS SULTAN AGENG TIRTAYASA**, an Indonesia state of university and for the purpose of this Agreement is represented by Prof. Dr. H. Sholeh Hidayat, MPd with its main campus at Jalan Jakarta KM 4 Pakupatan Serang, Banten Indonesia (hereinafter referred to as **"UNTIRTA"**) of the second part.

(**USM** and **UNTIRTA**, shall hereinafter referred to collectively as **"Parties"** and individually as **"Party"**, where the context so requires)

**WHEREAS:-**

- A. **USM** is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, **USM** has entered into various collaborative arrangements with other parties in its effort to enhance its research contents and strengthen its industrial networking.
- B. **UNTIRTA** is a state university in Indonesia (location) in Banten Province, as a centre of learning orientation to explore science, technology, and cultural. With its research and experience, and a multi-disciplinary team of experts from among its staff members, **UNTIRTA** has entered into various collaborative arrangements with other parties in its effort to enhance its research contents and strengthen its industrial and cultural networking.

- C. The Parties wish to collaborate and promote cooperation and advancement of academic and educational collaboration between USM and UNTIRTA.
- D. In achieving the objectives of this Agreement, the Parties shall work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations and/or policies.
- E. For the purpose of this Agreement, "Home Institution" shall mean the institution at which the exchange student(s) intend to graduate or from which the exchange is made, and "Host Institution" shall mean the institution which has agreed to accept the exchange student(s) from the Home Institution under this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. Objective of this Agreement**

Based upon the principles of respect for each other's independence and of mutual benefit, the Parties shall carry out the following activities:

- (i) Exchange of students;
- (ii) Exchange of faculty members and staff;
- (iii) Exchange of scientific materials, research, academic publications and scholarly information; and
- (iv) Any other forms of cooperation that shall be mutually identified and agreed by both Parties.

**2. Responsibility and Commitment of USM and UNTIRTA**

**2.1 The Parties' Commitment In Respect of Student Exchange**

- (a) The Parties shall ensure that the selected students (hereinafter referred to as "Exchange Student(s)") meet the appropriate admission requirements as determined and agreed upon by the Parties. It is mutually agreed that the Home Institution shall notify the Host Institution of the intended exchange at least three (3) months in advance.
- (b) Where an exchange is affected, all the travelling and living expenses shall be the responsibility of the Exchange Students and/or the Home Institution.
- (c) Each Party may send students to the other Party in appropriate fields of study. Exchange Students may receive credit towards their degree for the semester(s) studied abroad and do not pay tuition fees to the Host Institution apart from the optional students activities.
- (d) Exchange Students are expected to purchase health and travel insurance as required by the Host Institution's country and the Exchange Students must present these documents and their translations in English (if the original language of the documents is other than English) to the Host Institution before departure from the Home Institution.
- (e) Each Party may nominate up to six (6) students per year to participate in the exchange. The Parties agree that the minimum length of student exchange is six (6) months and shall not exceed one (1) year for each Exchange Student.
- (f) The Host Institution will assist the Exchange Students in finding appropriate accommodation and in dealing with administrative procedures.
- (g) The Parties shall ensure that the Exchange Students have the necessary personal funding resources to meet their financial obligations.

## 2.2 The Parties' Commitment In Respect of Staff Exchange

- (a) The Parties shall consult on a regular basis, the possibility of staff exchange in areas of teaching, research or administration. The period of exchange shall not exceed a year.
- (b) The Parties shall ensure that the selected staff meets the appropriate works requirements as determined and agreed upon by the Parties. It is also agreed that the intended exchange must be made known to the Host Institution at least three (3) months in advance.
- (c) Where an exchange is affected, the salary, travelling and living expenses shall be the responsibility of the Home Institution unless otherwise agreed in writing.
- (d) The Host Institution will endeavour to provide accommodation and set working conditions and privileges which are at least equivalent to those accorded to resident staff of that Party.
- (e) Staff is expected to purchase health and travel insurance as required by the Host Institution's country and they must present these documents and their translations in English (if the original language of the documents is other than English) to the Host Institution before departure from the Home Institution.
- (f) Each Party may nominate one (1) of its staff members per year to participate in the exchange.
- (g) The Host Institution will assist the exchange staff in dealing with administrative procedures inclusive of application for visa and other immigration matters.
- (h) In the case of teaching and research staff members on exchange, advance understanding shall be made between the Parties with respect to access to special facilities such as laboratories and equipments.

- 2.3 Further details of the specific conditions other than hereby described shall be worked out through ad-hoc mutual consultation.
- 2.4 The Parties agree to provide on "as needed" basis, orientation of staff and Exchange Students in respect of language, culture, customs and other life skills which may be necessary for the staff and Exchange Students to obtain the maximum benefit from the exchange experience.
- 2.5 All individuals on exchange under this Agreement shall be subject to the laws of the Host Institution's country and the legislation, in whatever form, governing the affairs of the Host Institution.

### **3. Confidentiality**

- 3.1 (a) Neither Party shall at any time publish or, disclose to any third-party, the contents of this Agreement or any Confidential Information of the other Party, acquired pursuant to this Agreement without the written consent of the other Party.
- (b) For the purpose of this Agreement, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Agreement; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

3.2 The Parties hereto acknowledge that in the event of any breach of this clause 3 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this clause 3 in addition to all other remedies available to the disclosing Party in law.

#### **4. Validity, Renewal and Termination of the Agreement**

4.1 This Agreement is valid for a period of three (3) years from the date hereof regardless of the diverse dates the Parties may have signed this Agreement and may be renewed before the expiration date by mutual consent in writing of the Parties.

4.2 Either Party may at any time give notice to the other Party of its intention to terminate this Agreement, in which case this Agreement shall terminate ninety (90) days after such notice has been given in writing.

4.3 Notwithstanding the expiration of the term hereof or early termination of this Agreement as provided herein, both Parties shall continue to perform their respective responsibilities specified in this Agreement until such Exchange Students/staff complete their exchange period and the obligations of the Parties in Clause 3 herein shall survive and remain binding on the Parties.

#### **5. Notices**

Any notice or communication between the Parties shall be delivered to the address, or sent to the facsimile number or emailed to the following:

<b><u>For USM:</u></b>	<b>Address</b>	International Mobility and Career Centre Division of Academic and International Affairs Universiti Sains Malaysia 11800 USM Pulau Pinang, Malaysia
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Telephone no. +604-6532777/2778/2774/3907  
Facsimile no. +604-6532781/82  
Contact person Dr. Muhizam Mustafa  
Email address [mmuhizam@usm.my](mailto:mmuhizam@usm.my)  
Liaison Officer Mrs. Eliza Yasmin Dahlan  
Email address [eliza\\_yasmin@usm.my](mailto:eliza_yasmin@usm.my)

**For UNTIRTA:** Address Universitas Sultan Ageng Tirtayasa  
Jalan Jakarta KM 4, Pakupatan  
Serang, Banten  
Indonesia

Telephone no. 0254-280330  
Facsimile no. 0254-281254  
Contact person Dr. Syafrizal M.Pd  
Email address [io@untirta.ac.id](mailto:io@untirta.ac.id)

## **6. Variation**

The terms stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

## **7. Dispute Resolution and Governing Law**

7.1 The Parties agree that all disputes arising pursuant to this Agreement shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit of both Parties.

7.2 Any negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

## **8. Assignment**

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.



**9. Name, Official Emblem and Logo**

9.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

9.2 Any use of the Brand Materials for the purposes stated in clause 9.1 above shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other party's Brand Materials.

**10. E-Communication and Signature**

The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other party without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

**11. Mutual Cooperation and Relationship**

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close cooperation and mutual assistance.

***(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)***

**IN WITNESS WHEREOF USM and UNTIRTA hereunto have executed this Students and Staff Exchange Agreement on the year and date first above written:**

**SIGNED BY**  
for and on behalf of

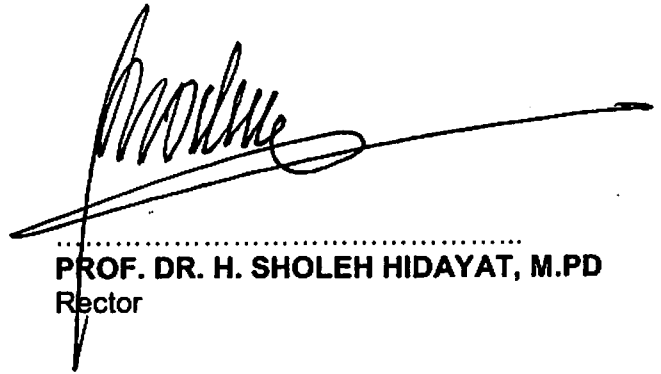
**UNIVERSITI SAINS MALAYSIA**



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**PROF. DATO' DR. OMAR OSMAN**  
Vice-Chancellor

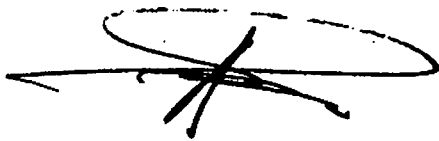
**SIGNED BY**  
for and on behalf of

**UNIVERSITAS SULTAN AGENG TIRTAYASA**



.....  
**PROF. DR. H. SOLEH HIDAYAT, M.PD**  
Rector

In the presence of:



.....  
**PROF. DATO' DR. AHMAD SHUKRI  
MUSTAPA KAMAL**  
Deputy Vice-Chancellor  
Academic and International Affairs

In the presence of:



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**PROF. DR. IR. KARTINA AM., MP.**  
Vice Rector of Collaboration