



**STUDENT EXCHANGE PROGRAMME AGREEMENT
BETWEEN
UNIVERSITY OF MALAYA
AND
UNIVERSITAS NEGERI MALANG**

The **UNIVERSITY OF MALAYA**, a university established under the laws of Malaysia and having an address at Lembah Pantai, 50603 Kuala Lumpur, Malaysia (hereinafter referred to as "**UM**") of the one part;

AND

The **UNIVERSITAS NEGERI MALANG/STATE UNIVERSITY OF MALANG**, a university established under the laws of Indonesia and having an address at Jl. Semarang No.5, Malang 65145, Indonesia (hereinafter referred to as "**UM**") of the other part;

having entered into a Memorandum of Understanding on **13 February 2018** under which the Parties have agreed to implement within the framework of the statutes and regulations applicable in each Party's institution, and amongst other things, student exchange programmes ["hereinafter referred to as "the Exchange Programme"], now wish to set the terms and conditions (hereinafter referred to as the "Agreement") governing and facilitating the exchange of students between the Parties as follows:

1. NUMBER OF STUDENTS

The exchange of students will be based on the principle of reciprocity during the duration of this Agreement. On an annual basis, each Party will nominate two (2) qualified student to the other. The Parties will review the Exchange Programme annually for any imbalances in the number of exchange students and will adjust the number of students over the duration of this Agreement, as necessary to maintain a reasonable balance in the Exchange Programme.

2. PERIOD OF ENROLMENT

The Exchange Programme for individual students may be for a period of one (1) semester or for a period of one (1) academic year. Any variation to these periods of enrolment may only be allowed upon mutual agreement in writing by the Parties.

3. ELIGIBILITY OF EXCHANGE STUDENT APPLICANTS

It is understood that both Parties will strive to designate only well-qualified students for participation in this Exchange Programme and that the academic background of each exchange student as well as letters of recommendation, will be provided by the home institution to the host institution. It is also understood that exchange students must meet language proficiency requirements and any other academic requirements established by the host institution.

4. ACADEMIC STATUS OF THE EXCHANGE STUDENTS

All exchange students will remain enrolled as students of the home institution and will not be accepted for enrolment as candidates or students for any degree at the host institution. Accordingly, exchange students are expected to maintain the equivalent of a full course load at the host institution. Any credits towards the exchange student's degree are to be awarded by the home institution, subject to its rules and regulations and approval by the relevant approving authority of the home institution. All exchange students enrolled in the host institution will be subject to the same rules and regulations as local students.

5. SELECTION AND SCREENING BY THE HOST INSTITUTION OF STUDENTS NOMINATED BY THE HOME INSTITUTION

5.1 The home institution will nominate applicants from its institution for the Exchange Programme.

5.2 The host institution reserves the right to determine the final selection and admission of each student nominated by the home institution.

5.3 The exchange students must satisfy all admission requirements including the language proficiency requirement of the host institution.

5.4 Both institutions must advise annually the dates by which applications must be received.

5.5 A complete set of application papers will normally consist of:

5.5.1 host institution application forms;

5.5.2 official copy of applicant's academic transcript;

5.5.3 other supporting letters and academic background materials relevant to specific course selections, as requested during the application process.

6. RESPONSIBILITIES OF THE HOST INSTITUTION AFTER ADMISSION OF EXCHANGE STUDENTS NOMINATED BY THE HOME INSTITUTION

6.1 The host institution will provide such exchange student with formal letters of admission and other documents as may be required for establishing his/her student status for visa and other purposes.

6.2 The host institution will assign admitted exchange student to the appropriate school, department or division of faculty, and to appropriate academic advisers.

6.3 All appropriate student services and facilities of the host institution will be made available (where possible) to exchange students.

6.4 After the exchange student's completion of the period of study, the host institution will send the academic transcripts of the student's work to the appropriate officer of the home institution.

7. FEES AND BENEFITS AT HOST INSTITUTION

- 7.1 Each exchange student will pay his or her regular fees for tuition, registration, admission and any other fees payable to the home institution and will receive any benefits from the host institution that are available for exchange students. Any additional benefits for exchange students may be provided by mutual written agreement between the Parties. Miscellaneous fees such as special course fees, key deposits, books, etc., will be paid directly by each exchange student to the host institution.
- 7.2 Each exchange student shall be responsible for his or her own costs and expenses at the host institution including without limitation his or her own costs and expenses in travel, meal and accommodation. However, the host institution agrees to assist exchange students in obtaining accommodation for the period of the Exchange Programme. Whenever necessary, the Parties will provide a guide as to the expenses to be encountered by the exchange student while living in the host country.

8. INSURANCE, ENTRY AND VISA REQUIREMENT

- 8.1 Each exchange student should purchase his or her own health and accident insurance. Proof of adequate insurance coverage must be submitted to the administrative body of each Party. Neither Party will assume responsibility for expenditure derived from the student illnesses or accidents.
- 8.2 Each exchange student shall ensure that all entry and visa requirements of the country of the host institution are complied with. Both Parties agree to provide the exchange student with information regarding the pertinent legal provisions of each host country.

9. OTHERS

- 9.1 Exchange students will be expected to abide by the laws and customs of the host country and by the policies, rules and regulations of the host institution. Where possible they will also be required to sit the same examinations for the courses in which they are enrolled as students for the host institution.
- 9.2 Upon completion of the Exchange Programme at the host institution, the exchange students must return to their home institution.

10. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

- 10.1 This Agreement shall be effective on and after the date of its signing by the authorized representatives of both Parties and remain in force for a period of five (5) years. Thereafter this Agreement shall be renewed on a year to year basis or for a further period to be mutually agreed upon in writing by the Parties. On the anniversary of the Agreement, each Party will submit a brief report indicating any disparity in the number of exchange students and/or other issues or programmes.
- 10.2 Either Party may terminate this Agreement at any time by serving a written notice to the other Party at least three (3) months before the date of such termination. Notwithstanding such termination each Party agrees to carry out any negotiations and responsibilities assumed prior to the termination date.

11. **IMPLEMENTATION**

Implementation of this Agreement is subject to sufficient funding being procured as appropriate by each Party.

12. **AMENDMENTS OR MODIFICATIONS**

No amendments, modifications, supplements, termination or waiver of any provision of this Agreement will be effective unless made in writing and duly signed by both Parties.

13. **NOTICES**

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English and delivered personally or sent by registered or certified air mail or by courier or fax (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below:

- (a) If to UM: Faculty of Science
University of Malaya
50603, Kuala Lumpur, Malaysia
Attention: Dean
Fax no.:+603 – 7956 6343

- (b) If to UM: Professor Yazid Basthomi
Director, Office of Internasional Affairs
Gedung Sasana Budaya Lt.1
Universitas Negeri Malang
Email: oja@um.ac.id/ iro@um.ac.id
Tel.: +62 (0) 341 551312 ext.360
Fax. no: +62 (0) 341 5847459
Jl. Semarang No.5, Malang, 65145, Indonesia

CONFIDENTIALITY

The Parties agree and undertake to keep confidential at all times any information or data that may be exchange, acquired or shared in connection with any programme or activity conducted pursuant to this agreement save where the same is already in public domain.

15. **DISPUTE RESOLUTION**

Dispute, controversy or claim arising out or relating to this Agreement, or the termination of invalidity thereto shall be solved amicably by both parties, failing which either party may take the dispute, controversy or claim to any competent court of law in Malaysia or Indonesia.

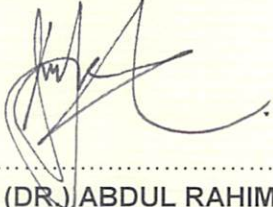
16. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and Indonesia

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IN WITNESS THEREOF, both Parties have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of the
UNIVERSITY OF MALAYA



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DATUK IR. (DR.) ABDUL RAHIM HASHIM
Vice-Chancellor

For and on behalf of
UNIVERSITAS NEGERI MALANG

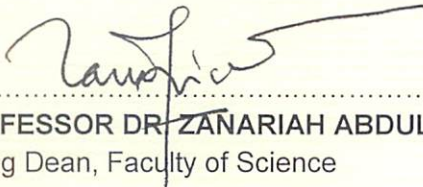


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PROFESSOR DR. AH. ROFI'UDDIN
Rector

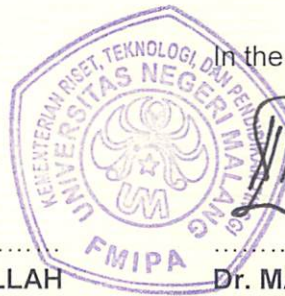
Date: - 2 JUL 2018

Date: 18 JUL 2018

In the presence of



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PROFESSOR DR. ZANARIAH ABDULLAH
Acting Dean, Faculty of Science



In the presence of



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Dr. MARKUS DIANTORO
Dean,
Faculty of Mathematics and Natural Sciences