



MEMORANDUM OF CO-OPERATION
ON INTERNATIONAL BUSSINESS

UNDERGRADUATE EDUCATION PROGRAM
BETWEEN
STATE UNIVERSITY OF MALANG, INDONESIA
AND
NANJING NORMAL UNIVERSITY, CHINA

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1. INTRODUCTION

Legal representative : Song Yongzhong, Nanjing Normal University, China (hereinafter "NNU") is a public university and registered at the Ministry of Education, China. The official address is: 122 Ninghai Road, Nanjing 210097, P.R. China. Tel: +86 25 83598362 Fax : +86 25 83711748

Legal representative : Suparno, State University of Malang, Indonesia (hereinafter "UM") is a public university. The official address is:

Jl. Semarang 5, Malang 65145, Indonesia. Tel: +62 341 551 312 Fax: + 62 341 551 921. Based on the Chinese Education Law, NNU and UM hereby agree on the following matters relating to collaboration on an educational programme conducted partly in China and partly in Indonesia.

Background to the co-operation is as follows:

- 1.1. UM is an Indonesian public university situated in Malang, in collaboration with NNU, will be in charge of the proposed educational programmes delivered in Indonesia.
- 1.2. NNU, a public Chinese university based in Nanjing, NNU will be solely responsible for the academic programmes delivered in China.
- 1.3. NNU and UM will cooperate on undergraduate educational programme in International Business.
- 1.4. The degree programme proposed is: International Business Undergraduate Education Program.
- 1.5. The following agreement focuses on what is termed a 2+2 collaboration, in which the first two years of study is to be done at UM and the second two years of study is to be completed at NNU.
- 1.6. This MoC continues a long-term relationship between NNU and UM.

2. EXPLANATIONS

- 2.1. NNU is Nanjing Normal University.
- 2.2. UM is State University of Malang.

- 2.3. This MoC is for an undergraduate co-operation programme. In the future, it might include other co-operation programmes.
- 2.4. This MoC refers to students on the 2+2 programme.
- 2.5. The teaching curriculum is the curriculum for the undergraduate programmes.
- 2.6. Working Group is the joint group composed by NNU and UM to manage the programme.

3. VALIDITY OF THE MEMORANDUM

This Memorandum of Co-operation will be valid from the date when both parties have signed this document.

4. TEACHING CURRICULUM

- 4.1. In the first two years, UM will deliver the teaching curriculum according to the structure of the undergraduate course based on the agreed teaching syllabus in Appendix.
- 4.2. Students will not be enrolled at NNU until the second year at UM has been satisfactorily completed and subject to NNU's conditions of enrolment.
- 4.3. NNU specifies 10 students as a minimum quota and reserves the right to postpone or cancel the programme if the number of applicants is not viable.
- 4.4. If the programme is postponed or cancelled, neither NNU nor UM will ask for compensation.
- 4.5. UM will be responsible for teaching in the first two years of the programme while NNU will be responsible for the second two years teaching.
- 4.6. After completing all the credits required for NNU's programme as communicated by NNU to UM (and subject to payment of all the relevant fees), the students shall obtain a NNU conferred bachelor degree which is recognized by the Chinese Government.
- 4.7. Students who cannot come to NNU because of issues involving visas or other personal matters shall continue to study the second two years of study at

UM. Upon completion of the required credits at UM, students who comply with related Indonesia laws and regulations for graduation shall obtain an undergraduate diploma / bachelor degree awarded by UM.

5. OBLIGATIONS OF UM AND NNU

5.1. UM

5.1.1. UM will be responsible for the first two years of teaching conducted at UM.

5.1.2. UM will recruit students with potential to successfully achieve the programme.

5.1.3. UM will employ teachers and resources necessary for the effective and successful delivery of this two-year programme.

5.1.4. UM will examine the quality requirements of the modules delivered by UM to ensure it meets NNU's required standards.

5.1.5. UM shall oversee the quality of the students who go to NNU in China for their degree studies. NNU shall retain the final decision as to which students are eligible to enrol at NNU in accordance with NNU's entry requirements.

5.1.6. UM shall provide NNU staff with invitations to visit Indonesia when needed.

5.1.7. UM will be responsible for all the costs to enable students to use the learning facilities in UM, such as library card, computer cluster etc.

5.1.8. UM will be responsible for marketing and recruitment of students. UM shall only use NNU's name and logo in connection with the programme (including use on the world wide web) on documentation, stationery, publicity materials and other materials which have previously been approved in writing by NNU.

5.1.9. UM will ensure that the programme is within the frame of related Indonesia law and related regulations.

5.2 NNU

- 5.2.1 NNU will deliver the second two years teaching curriculum at NNU's premises in China.
- 5.2.2 NNU will provide programme guides (including recommendations for texts), and advice to support UM in preparing students for study at NNU.
- 5.2.3 NNU will examine the qualification of the applicants to ensure they meet NNU's required standards. NNU shall retain the final decision as to which students are eligible to enrol at NNU in accordance with NNU's entry requirements.
- 5.2.4 NNU will provide assistance on visa matters for the above 2+2 students when applying to study at NNU. Students shall be solely responsible for obtaining the relevant visas including associated costs. NNU shall provide advice to students on visa renewals in accordance with its standard procedures at NNU's Premises.
- 5.2.5 NNU will provide assistance on insurance matters for the students when they register in NNU. Group Comprehensive Insurance is compulsory to all international students.
- 5.2.6 NNU shall assist students in obtaining accommodation on campus. Accommodation expenses are borne by the students.
- 5.2.7 NNU shall not charge extra teaching-related fees to the 2+2 students in addition to the standard tuition fees for the programme apart from any reset fees in the event of failures in modules.
- 5.2.8 Students who have registered for and successfully completed the NNU programme will receive the appropriate Nanjing Normal University award, subject to NNU receiving payment of the appropriate fees.
- 5.2.9 NNU shall provide UM staff with invitations to visit NNU as appropriate.
- 5.2.10 NNU shall provide necessary assistances in helping qualified students to progress to postgraduate studies.
- 5.2.11 NNU reserves the right to withdraw progression to the second two-year if the total number of students on the programme falls below 10 and any

students already enrolled on the programme at UM shall continue the second two-year at UM.

6 PROJECT MANAGEMENT

- 6.1 The parties to this Memorandum of Co-operation shall form a working group to ensure the effective management of the relationship of the 2-2 programme. NNU and UM shall organize a Seven-member group of "program management committee" which includes one ~~executive~~ and six committee members. The group should be made up of three representatives from NNU and UM respectively. NNU and UM shall nominate a chairperson in rotation.
- 6.2 The meeting of the working group can be in person or via email or telephone-conference.
- 6.3 The institution where the member is employed will cover the costs of attending the working group meetings. Each meeting shall have at least four members to participate, two from NNU and two from UM.
- 6.4 The working group will monitor and approve the related policy, advertisement, facility arrangement and delivery of the teaching curricula.
- 6.5 The working group will meet at least once a year to confirm tuition fees (in line with UM and NNU's tuition fees policy) and any additional field trip fees and appropriate recommendations will be made thereafter.
- 6.6 A proposal will only be approved if more than half of the committee supports it.

7 STUDENT ADMISSION AND ENROLMENT

- 7.1 Student admission will be carried out according to this MoC.
- 7.2 UM shall recruit suitable students for the above programmes in accordance with its admission and recruitment policies.

- 7.3 UM will keep detailed personal data for each enrolled student. All students should have no criminal record, and have achieved a certain agreed level of acceptable spoken and written English. Financial sponsors of the above students (usually parents) should demonstrate an agreed acceptable level of financial capability in order for students to be admitted onto the programme.
- 7.4 Students will only be allowed to progress to NNU by satisfactorily completing their study programme at UM and subject to satisfying NNU's admissions policy. UM and NNU will share joint responsibility to ensure that all students progressing to NNU are adequately prepared.
- 7.5 UM is responsible for the quality of the first two years
- 7.6 International Affairs Office at UM and International Student Affairs Office at NNU will be responsible for the programme administration correspondingly.
- 7.7 Examinations and assignments at UM will be set and marked by UM lecturers. NNU may inspect these assessments by mutual agreement. Both parties may share their respective assessments to enhance the student experience in transferring between institutions.
- 7.8 At NNU, students will comply with NNU's regulations as provided in "Assessment Regulations for Nanjing Normal University Awards". NNU shall be solely responsible for the NNU award.
- 7.9 Students shall be enrolled as students of UM for the first two years and shall be enrolled at NNU for the second two years.

8 TUITION FEES

- 8.1 During the first two years, 2+2 students will pay UM tuition fees
- 8.2 NNU will charge each student progressing onto the second two years at NNU a tuition fee in accordance with the level of tuition fee in force at NNU at the time of enrolment onto the year. Tuition fees will be fixed annually. All fees payable to NNU for the second two years shall be payable by the students directly to NNU annually.

9 MONITORING AND PROGRAMME EVALUATION

The monitoring and evaluation of the delivery of this MoC will be carried out at least once a year by the working group referred to in clause 6.

10 AUTHORITATIVENESS AND COPYRIGHT

- 10.1 The copyright and all intellectual property of any academic materials provided by NNU including teaching curricula, assessment criteria, lecture notes and other texts will remain the property of NNU. UM will not use, photocopy or modify any material without the agreement from NNU. UM will only use this material for this programme.
- 10.2 The copyright and all intellectual property of any academic materials provided by UM including teaching curricula, assessment criteria, lecture notes and other texts will remain the property of UM. NNU will not use, photocopy or modify any material without the agreement from UM. NNU will only use this material for this programme.
- 10.3 NNU and UM agree that any academic material provided for this programme should be treated confidentially. Unless required by related law or for the benefits of this programme, this material should not be made public.

11 QUALITY ASSURANCE

Each party remains responsible for the quality of the provision of the programme conducted at their institution. NNU may offer advice and staff development to UM by mutual agreement.

12 TERMINATION

- 12.1 This Memorandum of Co-operation shall commence from the date of sign and shall terminate on 1 August 2017 unless terminated in accordance with the provisions set out below (in that case, minimum 10 intakes are expected). The Agreement shall be reviewed prior to the termination and any extension of the arrangements shall be subject to a new agreement.
- 12.2 Either NNU or UM has the right to terminate this programme provided reasonable (six months) advanced written notice is given.

- 12.3 If either side is not satisfied with the quality of the programme, a written notice will be provided. If satisfactory agreement is not made within 60 days upon receiving the written notice, this written notice will be treated as the notice to terminate the programme.
- 12.4 Should either party be unable to fulfil its obligations in relation to this MoU as a result of requirements imposed upon it by a third party the party affected shall be entitled to terminate this Agreement upon reasonable notice to the other party. This Agreement may be terminated at any time by the mutual agreement of both Parties.
- 12.5 If the programme is terminated in accordance with 12.2, 12.3, 12.4 or 12.6, NNU and UM shall be responsible for the students who have enrolled at their institution and will take reasonable steps to enable students to continue their studies towards a degree where possible.
- 12.6 This Agreement may be terminated at any time by the mutual agreement of both Parties.

13 COMMUNICATIONS

13.1 Any notice, formal letters e-mail or fax should be sent to the following address unless notified by another official letter.

UM

Name: Prof. Dr. Siusana Kweldju

Address: Director, Office of International Affairs

State University of Malang

Jl. Semarang 5, Malang 65145

Indonesia

Telephone: 62-341-584759

Email: siusanakweldju@um.ac.id

NNU

Name: Prof. Dr. Gao Liping

Address: Director, International Affairs

Nanjing Normal University

122 Ninghai Road, Nanjing 210097

China

Telephone: 86-25-83598530

Email: lpgao@njnu.edu.cn

Fax: 86-25-83711748

14 MODIFICATIONS

Any modifications of this MoC will be valid only with formal agreement by both UM and NNU.

15 RELATIONSHIP

The scope of this MoC is limited to the programmes identified within. Nothing contained or implied in this MoC shall constitute or be deemed to constitute a legal partnership between the parties and neither of the parties shall have any authority to bind or commit the other Party.

16 DISPUTES and GOVERNING LAW

16.1 Any disputes during the delivery of this programme will be dealt with through negotiation. A mutually agreed third party will be involved as a mediator if negotiation between NNU and UM cannot be solved by negotiation.

16.2 Any disputes arising between the Students and UM whilst studying in Indonesia shall be governed by Indonesian Law and shall be a matter purely

between UM and the student. For the avoidance of doubt, NNU shall not be a party to any such dispute and shall not be involved in any claims made by any such Students. Any disputes arising between the Students and NNU whilst studying in China shall be governed by Chinese Law.



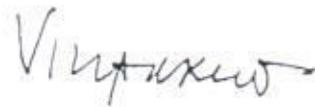
Prof. Dr. Song Yongzhong

President

Nanjing Normal University

P.R. China

Date: 28 May 2012



Prof. Dr. Suparno

President

State University of Malang

Indonesia

Date: 28 May 2012