

**AGREEMENT**

**Between the DEUTSCHER AKADEMISCHER AUSTAUSCHDIENST e.V. (DAAD)
and the GERMAN DEPARTMENT, FACULTY OF LETTERS, UNIVERSITAS NEGERI
MALANG (UM)**

**DEUTSCHER AKADEMISCHER AUSTAUSCHDIENST e.V. (DAAD)
HEADQUARTERED IN 53175 BONN, GERMANY, KENNEDYALLEE 50,
REPRESENTED BY THE SECRETARY GENERAL DR KAI SICKS;**

**AND THE GERMAN DEPARTMENT, FACULTY OF LETTERS, AN ACADEMIC UNIT
ADMINISTERED BY UNIVERSITAS NEGERI MALANG (UM), AN ESTABLISHED
PUBLIC UNIVERSITY WHOSE ADDRESS IS JALAN SEMARANG 5 MALANG
(65145), INDONESIA, REPRESENTED BY PROF. DRA. UTAMI WIDIATI, M.A.,
PH.D;**

In view:

- of the interest of both contracting parties in promoting and developing co-operative activities in academic, scientific and technological divisions within their respective areas of responsibility and in the areas which contribute to the cultural, social, financial development and education policy of both countries;
- of the fact that the **DEUTSCHER AKADEMISCHERAUSTAUSCHDIENST e.V. (DAAD)** is the world's largest and leading organisation for the international exchange of students and researchers and represents 231 German member universities and higher education institutions;
- of the fact that the promotion and distribution of the German language is one of the tasks of the **DEUTSCHER AKADEMISCHERAUSTAUSCHDIENST e.V. (DAAD)** set out in its constitution and the DAAD also intends to promote knowledge of German culture by means of programmes which are connected to the higher education institutions;
- of the special significance of continuing the long-standing academic co-operation between the **DEUTSCHER AKADEMISCHERAUSTAUSCHDIENST e.V. (DAAD)** and the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM,**

the **DAAD** and the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM,** are hereby concluding the following co-operation agreement:

**§ 1****Subject matter of the agreement**

On the basis of this agreement, both parties are undertaking to facilitate the assistance of a DAAD Lektor at the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM** with the purpose of:

1. deepening the co-operation with German universities and higher education institutions by means of the promotion of and instruction in the German language and German culture, literature and linguistics at the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM**.
2. promoting the mobility of students, doctoral candidates, persons holding a PhD and university lecturers from and to Germany and as a result, supporting the international character of the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM** and the universities in the region and the German universities and higher education institutions.
3. raising awareness of the scholarship programmes at the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM** and the universities in the region which are financed by the DAAD.
4. promoting the mutual knowledge, distribution and integration of academic and research strengths of the German universities and higher education institutions and of the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM**, as well as of the universities in the region.

§ 2**Obligations of the DAAD**

1. The **DAAD** shall provide a Lektor who will be selected by a commission of German university lecturers on the basis of the information stated in the job description of the higher education institution following a personal individual assessment carried out on behalf of the **DAAD**. The **DAAD** will nominate the highest ranked candidate and will send his or her documents to the higher education institution for a decision to be taken. Should no candidate possess the qualifications and personal qualities which are considered necessary by the selection committee, the lectureship cannot be filled. The duties of the Lektor are set out in Paragraph 4.
2. The **DAAD** will conclude a funding agreement with the Lektor, by means of which it will enter into an obligation to make a monthly payment of a compensatory allowance plus ancillary benefits to the Lektor in accordance with its applicable internal guidelines.



§ 3

Obligations of the GERMAN DEPARTMENT, FACULTY OF LETTERS, UM

1. The **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM** shall be obliged to fulfil the necessary legal, technical and spatial requirements for the reasonable carrying out of the activities of the Lektor.
2. The university will conclude an employment contract with the Lektor.
3. The university shall pay the Lektor a basic salary to the standard remuneration amount at the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM** in accordance with the duties of the Lektor set out in the job description.
4. The university shall ensure that lockable rooms and cupboards are available, in order to protect the reference collection of the Lektor against theft. The reference collection should be available for the Lektor at all times.
5. The university shall ensure that the Lektor is provided with a suitable work station.
6. The university shall support the Lektor in applying for a visa and work permit.
7. Information on scholarship programmes and support opportunities which are announced by the lectureship and which are of interest to the academic community and the general public will be further distributed by the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM**

§ 4

Duties of the Lektor

1. Promoting the teaching of the German language and German culture at the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM – DEPARTMENT/FAKULTÄT** with a special focus on the areas of German philology and German studies, as well as German as a foreign language. The weekly teaching commitments of the Lektor at the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM** amount to 12 to 15 hours per week during each semester.
2. Promoting the academic exchange between the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM** and additional higher education institutions in the regions and the German universities and higher education institutions.
3. Informing members of the higher education community of the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM** and other interested persons in the region of the support opportunities provided by the DAAD in the area of scholarships and project funding by means of the hosting of information events and the provision of individual advice.

§ 5

Term, extension and termination

1. This agreement shall apply for a term of five (5) years after signing. It can be extended at the latest thirty (30) days prior to its expiry for the same period of time under the same terms and conditions, provided that a positive evaluation is present and that both parties have agreed to such an extension in writing. On the part of the DAAD, the responsible regional office management and division management of the competent academic office are authorised to sign such a contract extension.



2. The contracting parties can revoke this agreement prematurely by mutual agreement.
3. The agreement can also be terminated by either party on 1 (one) month written notice to the other and for important reasons by the parties. An important reason for extraordinary termination by the DAAD shall be present in case of non-fulfilment of the obligations set out in § 3 in particular. The higher education institution shall have a right of extraordinary termination, above all if the DAAD fails to comply with its obligations in accordance with § 2.
4. In case of revocation, as well as in case of termination, lectureships, programmes, projects and activities which have taken place up until this time must be properly carried out until the planned time of completion.
5. § 314 Paragraph 2 of the German Civil Code (BGB) shall remain unaffected.
6. Revocation of the contract in accordance with § 5 Paragraph 2 and termination in accordance with § 5 Paragraph 3 require written form to take effect.

§ 6

Contractual amendments

No ancillary agreements exist in relation to this contract. Termination of this contract, as well as amendments and additions to it require written form. The above also applies to any amendment of the written form requirement itself.

§ 7

Dispute resolution

Should disputes arise in connection with the interpretation and/or application of the clauses in this agreement, these will be settled by the contracting parties by mutual agreement.

§ 8

Management and co-ordination

Each contracting party shall nominate a contact person who is responsible for ensuring this agreement is performed as intended.

The contact person on the part of the **GERMAN DEPARTMENT, FACULTY OF LETTERS, UM** is Mr. Dr. phil. Iwa Sobara, M.A., and the person who carries out the role during the temporary or permanent absence of the co-ordinator.

The contact person on the part of the **DAAD** is the responsible head of section or his or her deputy.

§ 9

Applicable law, place of jurisdiction

German law shall apply. The place of jurisdiction is Bonn, Germany.



Four (4) copies of this agreement are being signed (2 in GERMAN DEPARTMENT, FACULTY OF LETTERS, UM, Indonesia and 2 in German) with the same wording and same validity in Stadt, Land and Bonn, Federal Republic of Germany.

For the

**DEUTSCHER AKADEMISCHER
AUSTAUSCHDIENST (e.V.) – DAAD**

Dr. Birgit Klüsener
Director of Department Scholarships
German Academic Exchange Service

DATE July 5th, 2022

For the

**GERMAN DEPARTMENT, FACULTY OF
LETTERS, UM**



Prof. Dra. Utami Widiati, M.A., Ph.D
Dean, Faculty of Letters
UNIVERSITAS NEGERI MALANG

DATE, 21st June 2022