



STUDENTS AND STAFF EXCHANGE AGREEMENT

BETWEEN

UNIVERSITI SAINS MALAYSIA

AND

UNIVERSITAS NEGERI MALANG

STUDENTS AND STAFF EXCHANGE AGREEMENT

THIS STUDENTS AND STAFF EXCHANGE AGREEMENT is made this day of , 2024 (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 School of Housing, Building and Planning, with its main address at Level 6, Chancellery Building, Universiti Sains Malaysia, 11800 USM, Penang, Malaysia (hereinafter referred to as "USM") of the first part;

AND

UNIVERSITAS NEGERI MALANG, a University within the Ministry of Education and Culture under the guidance of the Directorate General of Higher Education which is located in Malang City and Blitar City, East Java and for the purpose of this Agreement is represented by its Faculty of Social Sciences, with its main address at Gedung A8, Ruang Tata Usaha, Fakultas Ilmu Sosial, Universitas Negeri Malang, Jl. Semarang No. 5 Kota Malang, Jawa Timur, Kota Malang, 65145 Indonesia (hereinafter referred to as "UM") of the second part.

(USM and UM shall hereinafter be 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. Universitas Negeri Malang is a university that has a main task implementing the Tridharma of Higher Education, namely education and teaching, research and community service. In detailed, UM has the following functions: 1). Carry out education and teaching in order to prepare Doctoral, Masters, Bachelor and Diploma staff, both in the educational and non-educational fields. 2). Carry out research in various fields of science including education which functions to improve the quality of learning, produce scientific findings, technology, language and art. 3). Carry out the development of learning models to improve the internal PBM of the university as well as for other educational institutions and the community. 4). Carry out community service in the form of application of science and technology for the welfare of society. 5). Developing quality support programs for inputs, processes and outputs through the UPT. 6). Developing extracurricular programs in the form of student reasoning and interests and talents. 7). Developing alumni empowerment programs.

- C. The Parties wish to collaborate in promoting cooperation for the advancement of academic, research and education.
- 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, this Agreement aims to carry out the following activities:

- (a) Exchange of students;
- (b) Exchange of academic members and staff; and
- (c) Exchange of scientific materials, academic publications and scholarly information.

2. Responsibility and Commitment of USM and UM

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 student 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 twenty (25) students per year to participate in the exchange. The Parties agree that the minimum length of student exchange is one (1) week 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 including visa.
- (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 three (3) months.
- (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 up to five (5) 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 equipment.

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 addresses, or sent to the facsimile number or emailed to the Party concerned.

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, trademark (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 conditions set by the other Party on the use of its Brand Materials.

10. E-Communication

The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information between the Parties 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. Non-Discrimination

USM and UM agree not to discriminate against any person because of age, sex, national origin, race, ancestry, colour, religious creed disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of staff and students that would violate the principles of non-discrimination.

12. Language of Agreement

If this Agreement is translated into another language, both texts would be deemed to be authentic, but the English text would prevail in the event of a dispute.

13. Counterparts

This Agreement may be executed in any number of counterparts and each such counterpart shall constitute an original of this Agreement. This Agreement shall not be effective until each Party has executed at least one counterpart.

14. Successors-In-Title

This Agreement shall be binding on the respective heirs, personal representatives, receivers, successors-in-title and permitted assigns of the Parties hereto.

15. Mutual Cooperation and Relationship

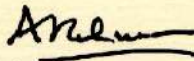
The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest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

[next page is the signing page]

IN WITNESS WHEREOF USM and UM have hereunto executed this Agreement on the date and year first above written:

SIGNED BY
for and on behalf of

UNIVERSITI SAINS MALAYSIA



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PROF. DATO' SERI IR. DR. ABDUL RAHMAN
MOHAMED, FASc
Vice-Chancellor

SIGNED BY
for and on behalf of

UNIVERSITAS NEGERI MALANG



.....
PROF. DR. HARIONO., M.Pd
Rector

In the presence of:



.....
ASSOC. PROF. TS. DR. MOHD RODZI ISMAIL
Dean
School of Housing, Building and Planning

In the presence of:



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ASSOC. PROF. DR. ARI SAPTO, M.Hum
Dean
Faculty of Social Sciences