



MEMORANDUM OF AGREEMENT

BETWEEN

**SCHOOL OF CHEMISTRY AND ENVIRONMENT,
FACULTY OF APPLIED SCIENCE,
UNIVERSITI TEKNOLOGI MARA (UiTM), MALAYSIA
NEGERI SEMBILAN BRANCH**

AND

**FACULTY OF MATHEMATICS AND NATURAL SCIENCES
UNIVERSITAS NEGERI MALANG (UM), INDONESIA**

ON STUDENT EXCHANGE PROGRAMME

Number: 8.1.69/UN32.3/KS/2024

This **Memorandum of Agreement** is executed

BETWEEN

School of Chemistry and Environment, Faculty of Applied Science, Universiti Teknologi MARA (UiTM), Malaysia Negeri Sembilan Branch

AND

Faculty of Mathematics and Natural Sciences, Universitas Negeri Malang (UM)

WHEREAS

Both Parties have agreed that this Memorandum of Agreement shall be operationalized on behalf of the Parties by the **Faculty of Mathematics and Natural Sciences Universitas Negeri Malang (UM), Indonesia** and **School of Chemistry and Environment, Faculty of Applied Science, Universiti Teknologi MARA (UiTM), Cawangan Negeri Sembilan, Malaysia**

Having entered into a Memorandum of Agreement on Student Exchange Program 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 programs ["hereinafter referred to as "the Exchange Program"], 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 ten (10) qualified students to the other. The Parties will review the Exchange Program 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 Program.

2. PERIOD OF ENROLMENT

The Exchange Program for individual students may be for less than 3 months (part time) or for more than 3 months (full time). 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 Program 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 for full time program (> 3 months). 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 Program.
- 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.
 - 5.5.4 Letter of undertaking must be properly seal to which the host institution will not be responsible in any negligence cause by the exchange student.

- 5.5.5 Special requirement of COVID-19 health declaration forms must be filled out by the exchange student and the host institution will not be responsible for any negligence made by the exchange student in complying with COVID-19 standard operation procedure.
- 5.6 The exchange student must adhere to all the policy, rules and regulations of Academic Affairs of the host institution and Ministry of Higher Education of the host country.

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 Program. 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. This is subjected to the policy, rules and regulation of each party administration.
- 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 Program at the host institution, the exchange students must return to their home institution.
- 9.3 The Exchange Program must adhere the study plan requirement which allows students to Graduate on Time.

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 three (3) years. Thereafter this Agreement may 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 programs.
- 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. DATA PROTECTION

Both Institutions appreciate that they will need to disclose to the other personal data relating to exchange students. Both Institutions further agree that they will comply with all applicable data protection legislation relating to the processing of personal data and ensure that all student records and personal data relating to exchange students are held securely and confidentially and to further ensure that no such data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the student exchange program. Both the faculties of **School of Chemistry and Environment, Faculty of Applied Science, Universiti Teknologi MARA (UiTM), Cawangan Negeri Sembilan**, acknowledge that personal data relating to participating students supplied by their home Institution is to be processed by the host Institution only in accordance with the terms of this Agreement and otherwise on the express instructions of the home Institution and agree that they will take appropriate technical and organizational measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such personal data.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 Ownership of intellectual property created independently by the exchange students during the exchange period, shall be determined in accordance with the Intellectual Property Policy of the home university currently in force.
- 12.2 Where the exchange students jointly created intellectual property during the exchange period with the employee and/or agent of the host university, ownership of the intellectual property will be determined by the contractual terms in place between the Parties prior or during the commencement of the exchange period.

13. THIRD PARTY RIGHTS

This Agreement is made solely and specifically between the two Institutions for their sole benefit. This Agreement is not intended to be for the benefit of and shall not be enforceable by any other person.

14. ARBITRATION

In the event of any difference and dispute between the parties relating to the interpretation, implementation and/or application of the provisions contained in the Memorandum of Agreement shall be settled by joint consultation between the

Parties through the diplomatic channel without reference to any third party or international tribunal.

15. IMPLEMENTATION

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

16. 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.

17. COST OF STAMP DUTY

Each Party shall bear its own cost and related expenses rise due to the preparation of this Memorandum of Agreement.

18. FORCE MAJEURE

Neither party shall be liable for any failure or delay to perform its part of this Agreement when such failure or delay are due to Act of God, war, armed conflict, civil disturbance, riots, legal restrictions, insurrections, strikes, natural disasters, pandemic disease or any cause beyond the control of the institutions; provided that a written notice of the commencement and cessation of the circumstances excusing performance shall be as quickly as possible.

19. 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:

**To School of Chemistry and Environment, Faculty of Applied Science,
Universiti Teknologi MARA Cawangan Negeri Sembilan**

Address : UNIVERSITI TEKNOLOGI MARA
(CAWANGAN NEGERI SEMBILAN)
KAMPUS KUALA PILAH
72000 KUALA PILAH
NEGERI SEMBILAN D.K

Attention to : Prof. Madya Ts. Dr. Sheikh Ahmad Izzadin Sheikh Mohd
Ghazali
(Head of Department School of Chemistry and Environment)

Tel. : +603-5544 4560

e-mail : sheikhahmadizaddin@uitm.edu.my

To Faculty of Mathematics and Natural Sciences, Universitas Negeri Malang:

Address : FACULTY OF MATHEMATICS AND
NATURAL SCIENCES, UNIVERSITAS
NEGERI MALANG, JALAN SEMARANG 5
MALANG, 65145, INDONESIA.

Attention to : Prof. Dr. Hadi Suwono, M.Si
(Dean Faculty of Mathematics and Natural Sciences)

Tel. : +62341 551312

e-mail : hadi.suwono.fmipa@um.ac.id

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The Parties hereto are duly authorized to execute this Memorandum of Agreement on the day and year first above written.

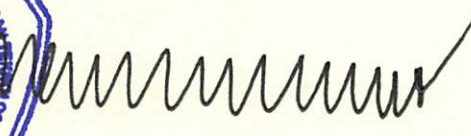
Executed for
Universiti Teknologi MARA, Malaysia

Executed for
Universitas Negeri Malang, Indonesia





**PROFESSOR DATUK DR. SHAHRIN
BIN SAHIB @ SAHIBUDDIN, FASc**



Prof. Dr. HADI SUWONO, M.Si

Vice-Chancellor

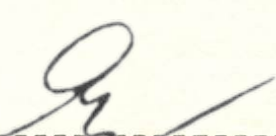
Dean,
Faculty of Mathematics and Natural
Sciences

Date January 8th 2024

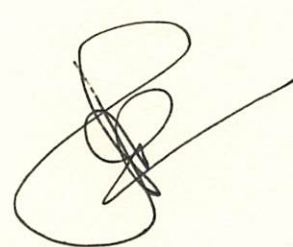
Date January 8th 2024

Witnessed by:

Witnessed by:



PROF DR. YAMIN BIN YASIN
Exercising the Function of Rector
UiTM Negeri Sembilan Branch



Prof. Dr. SENTOT KUSAIRI, M.Pd.
Vice Dean for General Affairs
Faculty of Mathematics and
Natural Sciences

Date January 8th 2024

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