STUDENT EXCHANGE PROGRAMME AGREEMENT
BETWEEN
UNIVERSITY OF MALAYA
AND
INSTITUT AGAMA ISLAM NEGERI (IAIN) PURWOKERTO

UNIVERSITY OF MALAYA, a university established under the laws of Malaysia and having an address at Lembah Pantai 50603 Kuala Lumpur, Malaysia as for the purpose of this Agreement is represented by its Academy of Islamic Studies (hereinafter referred to as "UM") of the one part;

AND

Institut Agama Islam Negeri (IAIN) Purwokerto Indonesia, a university established under the laws of Indonesia and having an address at Jalan Ahmad Yani 40 A Purwokerto, Central Java, Indonesia (hereinafter referred to as "IAIN") of the other part;

Hereinafter referred to individually as the "Party" and collectively as the "Parties".

have agreed to implement within the framework of the statutes and regulations applicable in each Party's institution, student exchange programmes ["hereinafter referred to as "the Exchange Programme"], and 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 1-4 qualified students 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 may be for a short term, or for a period of one (1) semester or for 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 or as per request by the other party. 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 for students attending for one or more semester;

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 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. However both Parties agree that student will be exempted from paying tuition fee to the host institution for the period of the Exchange Programme. 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., if any, will be paid directly by each exchange student to the host institution.

7.2 The use of non-academic or non-obligatory facilities, services and functions at the host institution may require the payment of fees by the exchange student. Exchange student may be required to pay additional fees at the host institution where they enroll in a course unit that involves the use of specific material, this includes, but is not limited to, laboratory fees, and fieldwork courses. Where these additional fees are applicable, exchange students will be required to pay these directly to the relevant Faculty/College.

7.3 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 and meal. However, the host institution agrees to assist the exchange student 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 The obligations of the two institutions under this Agreement are limited to exchange students only and do not extend to their spouses and dependents if any.

9.3 No monies or monetary consideration will be exchanged between the two Institutions in relation to the Exchange Programme, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the Exchange Programme.

9.4 If an exchange student voluntarily withdraws before the end of the course or the Exchange Period, he or she will still be considered as having completed the relevant Units of Exchange for the purpose of accounting under the exchange Programme. The parties agree that there will therefore be no replacement for such exchange student.

9.5 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 may be extended 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.

10.3 The Host Institution shall be entitled to terminate the programme with respect to any particular exchange student by notice in writing to the home institution in the event that the exchange student commits any breach of :-
10.3.1 The rules and policies of the host institution which are of sufficient gravity (in the sole discretion of the host institution) to warrant expulsion if committed by the normal matriculated students in the host institution; or

10.3.2 The laws of the host country.

10.4 In the event of such termination, both Institutions shall assist each other in the repatriation of the exchange student.

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:
Academy of Islamic Studies
University of Malaya
50603 Lembah Pantai
Kuala Lumpur
Attention: Director
Tel: 603-79676000
Fax no.: 03-79560705

(b) If to IAIN:
IAIN Purwokerto
Jl. A. Yani 40 A Purwokerto
Central Java Indonesia 53126
Indonesia
Attention: Vice Rector I
No.tel: +62 281 635624
Fax: +62 281 635553

14. CONFIDENTIALITY

14.1 The Parties shall take reasonable actions to keep confidential all Confidential Information and shall not communicate or divulge to any person or body or entity any Confidential Information nor publish or cause to be published any Confidential Information unless prior written consent of the parties hereto has been duly obtained.
14.2 For the purpose of this Agreement, Confidential Agreement shall mean all information passing from a Party ("Disclosing Party") to the other Party ("Receiving Party") in this Agreement relating to the Project, including, without limitation to, (i) financial information, reports or findings, studies, consultations, methodologies, proposals, systems, programs, strategies, improvements, discoveries, innovations, inventions, drawings, know-how, source and object codes, arrangements and agreements with third parties, formulae, concepts not reduced to material form, designs, plans and models whether given orally or in writing (ii) any derivations of any information or data which embodies, contains or describes the Confidential Information, and (iii) any other data or information designated by the Disclosing Party to be confidential or relating to the current or prospective activities or businesses of the Disclosing Party. The Confidential Information shall also include such information or data that may be in the possession of a Party's employees or management.

14.3 The obligations of confidentiality contained in this Agreement shall not apply to any information which:

14.3.1 is independently received from a third party who is free to disclose it; or

14.3.2 is in the public domain or is a compilation of materials in the public domain; and

14.3.3 is required by law for disclosure.

14.4 The obligations of confidentiality survive the termination or expiry of this Agreement but in any event shall expire five (5) years after the date of this Agreement.

15. PERSONAL DATA

15.1 Each party undertakes to the other that, in connection with the provisions of this Agreement, it will at all times comply with the applicable legislation, regulations and other rules of personal data processing of each institution's country (Relevant Legislation).

15.2 In relation to the data protection, the parties shall in addition to the general obligations under this Agreement and without prejudice to any other provisions of this Agreement:

i) process such Personal Data in accordance with the terms of the Relevant Legislation;

ii) comply with the rights of the individuals to whom the provisions of this Agreement relate as required under the Relevant Legislation;

iii) transfer such Personal Data in accordance with the provisions of the Relevant Legislation;

iv) To not do anything in relation to the personal data that could cause the other party to be in breach of any of its requirements under any Relevant Legislation in force at any point in time.
15.3 By way of execution of this Agreement, UM and IAIN hereby acknowledges and consents to the processing of any relevant personal data provided in connection with this Agreement by either Party and all its subsidiaries and/or associate companies (if required).

15.4 Notwithstanding Clause 15.3, UM and IAIN may withdraw its consent by giving not less than fourteen (14) days' written notice to either party.

15.5 Each party warrants that it has in place and undertakes to maintain throughout the terms of this Agreement, appropriate technical and organisational measures against the accidental unauthorised access or unlawful processing, destruction, loss, damage or disclosure of personal data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to the processing of the personal data.

15.6 No party is allowed to use any personal data it receives in connection with this Agreement other than for the performance of obligations under this Agreement and in compliance with the Relevant Legislation.

16. 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.

17. GOVERNING LAW

Any dispute regarding the terms of this Agreement will be construed accordingly to the Laws of the country in which the exchange student is attached for the Exchange Period, i.e. the host institution, unless otherwise agreed in writing by the parties.

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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

PROF. DATO' DR. MOHD. AMIN JALALUDIN
Vice-Chancellor

Date: 20 SEP 2015

In the presence of

PROF. DATO' DR. MOHD YAKUB @ ZULKIFLI MOHD YUSOFF
Director Academy of Islamic Studies

For and on behalf of IAIN PURWOKERTO

DR. A. LUTHFI HAMIDI, M. AG.
Rector

Date:

In the presence of

DR. SUWITO NS, M. AG
Chief of Quality Assurance