

LOGO 1

LOGO 2

STUDENTS EXCHANGE AGREEMENT

BETWEEN

UNIVERSITI TEKNOLOGI MALAYSIA

AND

XXXX

STUDENTS EXCHANGE AGREEMENT

THIS STUDENTS EXCHANGE AGREEMENT is made this _____ day of _____, 2020 (hereinafter referred to as “Agreement”);

Between

UNIVERSITI TEKNOLOGI MALAYSIA, a public university established under the Universities and University Colleges Act, 1971 and for the purpose of this Agreement is represented by having its address at Universiti Teknologi Malaysia, 81310 UTM Skudai, Johor Darul Takzim, Malaysia (hereinafter referred to as “UTM”) of the first part;

And

XXXX, [briefly state the legal status of the foreign University] and for the purpose of this Agreement is represented by having its official address at (hereinafter referred to as “XXXX”) of the second part.

(UTM and XXXX, shall hereinafter referred to collectively as “Parties” and individually as “Party”, where the context so requires)

WHEREAS,

- A. UTM is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. UTM has entered into various collaborative arrangements with other parties to enhance its research capabilities.
- B. XXXX is university
- C. The Parties wish to collaborate and promote cooperation and advancement of academic and educational collaboration between UTM and XXXX.
- D. In achieving the objectives of this Agreement, UTM and XXXX shall work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations and/or policies.
- E. The purpose of this agreement is to further mutual understanding between UTM and XXXX and to enhance each institution’s teaching, learning, and internationalization objectives. This agreement provides for exchange opportunities for both undergraduate and postgraduate students, and UTM and XXXX agree to institute this exchange program for the educational and cultural enrichment of both institutions under the following terms:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DESCRIPTION OF PROGRAM

1.1 This agreement is established to facilitate a student exchange program at the partner institution (hereinafter referred to as “Exchange Program”). The program enables students working towards a degree at one institution to take classes at the other institution.

2. DEFINITIONS

2.1 In this agreement, unless the context will otherwise imply:

2.1.1 HOME INSTITUTION shall mean the institution at which the student intends to graduate;

2.1.2 HOME STUDENT shall mean a student of the HOME Institution;

2.1.3 HOST INSTITUTION shall mean the institution that has agreed to receive students from the HOME institution;

2.1.4 EXCHANGE shall mean a one-for-one exchange of students on a tuition waiver basis from each institution;

2.1.5 EXCHANGE STUDENT(S) shall mean students participating in the exchange programme implemented herein; and

2.1.6 NON-GRADUATING STUDENTS shall mean students who do not aim at obtaining a degree or other formal qualification from the host Institution.

3. OBJECTIVE

3.1 Based upon the principles of respect for each other’s independence and of mutual benefit, the Parties shall carry out the following activities:

(a) Exchange of students;

(b) Exchange of scientific materials, academic publications and scholarly information; and

(c) any other forms of cooperation that shall be mutually identified and agreed by both Parties.

4. DURATION OF STAY

The duration of stay for Exchange Students at the Host Institution shall normally be for up to a period of [Example: one semester or one academic year] subject to the agreement of the Host Institution.

5. NUMBERS OF EXCHANGE STUDENTS AND THE STATUS

5.1 Each Party may send and accept under this program not more than() students each year. The Parties undertake to balance the numbers of students from each institution over the term of the Agreement. With the agreement of the Host Institution the number of student exchanges in a particular year may exceed() where it is necessary to “balance” the numbers of exchange students.

5.2 Each institution shall normally accept incoming exchange students as non-graduating students.

6. RESPONSIBILITIES AND COMMITMENTS OF THE PARTIES

6.1 The Parties’ Commitment In Respect of Student Exchange

6.1.1 The Parties shall ensure that the 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.

6.1.2 Tuition, Fees, and Expenses

6.1.2.1 Provided the Exchange Student(s) have paid the appropriate tuition fees to their Home Institution, Exchange Student(s) shall not be required to pay tuition fees at the Host Institution apart from the optional students’ activities. Other fees, costs and expenses, including registration fees at the Host Institution, course-specific fees, international travel, books, supplies, meals, health insurance, and other incidental expenses arising out of the exchange, will be the responsibility of the Exchange Student(s) and/or the Home Institution.

6.1.2.2 Personal health, travelling insurance, hospitalization and accident insurance, including a repatriation & medical evacuation plan, as well as liability coverage, is required for all students participating in this Exchange Program. Exchange Students who already have insurance must submit proof and/or documents of such coverage and their translations in English (if the original language of the documents is other than English) to the Host University for approval before departing from their home countries. The Host Institution will assist the Exchange Student(s) in identifying available insurance options designed for international students, if necessary.

- 6.1.2.3 All Exchange Student(s) shall be responsible for the cost and expenses to obtain the appropriate visa, as required by the host country.
 - 6.1.2.4 The Host Institution will assist the Exchange Student(s) in finding appropriate accommodation and in dealing with administrative procedures.
 - 6.1.2.5 The Parties shall ensure that the Exchange Students have the necessary personal funding resources to meet their financial obligations.
- 6.1.3 The Host Institution shall evaluate the academic performance of each exchange student according to its rules and shall send the Home Institution the academic record and/or transcript of each exchange student. The Home Institution may give credit to each student according to its regulations.
- 6.1.4 The Parties will ensure there is equality of opportunity for all students to the Host Institution, including reasonable adjustments where necessary. Any specific student requirements will be communicated to the Host Institution at the time of nomination.
- 6.1.5 All Exchange Student(s) will abide by the policies, procedures, rules and regulations of the Host Institution during the period of the Exchange Program.
- 6.1.6 In the event of complaints and/or appeals, the regulations of the Host Institution will be followed. However, there will be collaboration between both institutions and the student to come to a mutual solution.
- 6.2 Further details of the specific conditions other than hereby described shall be worked out through ad-hoc mutual consultation.
- 6.3 The Parties agree to provide on “as needed” basis, orientation of the Exchange Students in respect of the rules and regulations, applicable laws, language, culture, customs and other life skills which may be necessary for the Exchange Students to obtain the maximum benefit from the exchange experience.
- 6.4 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.

6.5 The Primary Contacts/ Program Directors and Notices

- 6.5.1 The Primary Contacts will ensure that the terms of this Agreement are carried out. They will serve as the contact persons at each institution, ensure the general welfare of program participants, ensure that necessary approvals are in place, and have administrative oversight of the program.
- 6.5.2 Any notice or communication between the Parties shall be delivered to the address, and/or sent to the facsimile number and/or electronic mail address as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, the primary contacts for the parties to this Agreement are the following:

For Universiti Teknologi Malaysia

For "XXXX"

Name: [to be nominated by Institution]

Name:

Title:

Title:

Department: International Office

Department:

Address: [Institution address]

Address:

Phone:

Phone:

Facsimile:

Facsimile:

E-mail:

E-mail:

7. CONFIDENTIALITY

- 7.1 (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 formula 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.

- 7.2 The Parties hereto acknowledge that in the event of any breach of this Clause 7 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 7 in addition to all other remedies available to the disclosing Party in law.

8. NAME, OFFICIAL EMBLEM AND LOGO

8.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (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.

8.2 Any use of the Brand Materials for the purposes stated in Clause 8.1 above shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other party’s Brand Materials.

9. VALIDITY, RENEWAL AND TERMINATION OF THE AGREEMENT

9.1 This Agreement is valid for a period of ... [example: five (5)] ... years from the date hereof regardless of the diverse dates the Parties may have signed this Agreement and may be renewed with six (6) months’ notice in advance to the other Party before the expiration date by mutual consent in writing of the Parties.

9.2 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.

9.3 Notwithstanding the expiration of the term hereof or early termination of this Agreement as provided herein, both Parties shall honor the terms of the Agreement and continue to perform their respective responsibilities specified in this Agreement until such Exchange Student(s) and/or staff complete their exchange period (including those students whose Exchange has been approved prior to termination) and the obligations of the Parties in Clause 7 herein shall survive and remain binding on the Parties.

10. 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.

11. DISPUTE RESOLUTION AND GOVERNING LAW

11.1 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.

11.2 Any negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

12. 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.

13. E-COMMUNICATION AND SIGNATURE

The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other party 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.

14. FORCE MAJEURE

14.1 Neither party shall be liable for any failure to perform its obligations under this Agreement if the failure results from events beyond the reasonable control of either party. For the purpose of this Agreement, such events shall include, but not necessarily be limited to, strikes, lock-outs or other labour disputes, civil disturbances, actions or inactions of government authorities or suppliers, epidemics, invasion, act of foreign enemies, wars, riot, embargoes, act of terrorism, international health crisis, acts of God, or other catastrophes.

14.2 The respective obligations of either party hereunder shall be suspended during the time and to the extent that such party is prevented from complying therewith by a Force Majeure event provided that such party shall have given written notice thereof, specifying the nature and details of such event and the probable extent of the delay to the other party.

14.3 In case of a Force Majeure event the time for performance required by either party under this Agreement shall be extended for any period during which the performance is prevented by the event. However, the other party may terminate this

Agreement by notice if such an event prevents performance to continue for more than thirty (30) days.

14.4 If this Agreement is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.

14.5 Neither Party shall be entitled to rely upon the provisions above if either party reasonably determine that an Event of Force Majeure has not occurred.

14.6 For avoidance of doubt, the Parties shall continue to perform those parts of obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

SIGNED BY

for and on behalf of

UNIVERSITI TEKNOLOGI MALAYSIA

SIGNED BY

for and on behalf of

XXXX

.....

PROF. DATUK IR. DR. WAHID BIN OMAR

Vice Chancellor

Date:

.....

Name

Designation

Date

In the presence of;

In the presence of;

.....

Name

Designation

.....

Name

Designation