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**University Partner**

**Logo**

**STUDENT EXCHANGE AGREEMENT**

**Between**

**UNIVERSITAS MUHAMMADIYAH YOGYAKARTA**

**And**

**....**

***date/year***

This Memorandum of Agreement (MoA) is made on the ……

**BETWEEN**

Universitas Muhammadiyah Yogyakarta, a body corporate established pursuant to the provisions of Jl. Lingkar Selatan, Tamantirto, Kasihan, Bantul, Yogyakarta 55287, INDONESIA (hereinafter referred to as “UMY”) and shall include its lawful representative and permitted assigns, of other part.

**AND**

...., a body corporate established pursuant to the provisions of ...., ... (hereinafter referred to as “...”) and shall include its lawful representatives and permitted assigns, of the other part.

**WHEREAS**

It is the intention of the parties to cooperate by combining their expertise and their resources to conduct to engage in the student exchange program as follows, superseding the previous agreement.

1. **OBJECTIVE**

The objectives of this Agreement and the student exchange program are to promote international understanding and to enhance educational opportunities for the students of both universities.

1. **ACADEMIC YEAR**
	1. The academic year at the Universitas Muhammadiyah Yogyakarta has two semesters : Semester 1 from 1 September until 31 January and Semester 2 from 1 February until 31 August;
	2. The academic year at .... has two semesters: …..
2. **NUMBER OF STUDENTS**
	1. In each calendar year each university may send five up to 10 students of undergraduate or postgraduate to the other university for each academic year.
3. **SELECTION OF STUDENTS**
	1. Applications from .... students to commence in Semester 1(September) at the Universitas Muhammadiyah Yogyakarta must reach the Universitas Muhammadiyah Yogyakarta by 1 August of the previous year, and for Semester 2 (February) by 2 January of that year
	2. Applications from University of UMY students to commence at .... by 1 September for the first semester and by 1 February for the second semester.

4.3 The exchange program is limited to a maximum of one(1)academic year (two semesters) for any students. A student may continue as an exchange student at the host university beyond two semesters only if both universities agree in writing.

4.4 Each university will select its students for the exchange program in accordance with its own criteria and procedures but subject to the following guidelines:

1. UMY students selected for exchange must have completed at least two (2) semester of study and have achieved at least a credit grade average (or equivalent, e.g. a Grade point Average of 3 out of 4) in their studies to be eligible to participate.
2. For .... student, at least have completed one (1)semester of study and have achieved at least a credit grade average (or equivalent, e.g. a Grade point Average of 3 out of 4) in their studies to be eligible to participate.
3. Exchange students admitted to ....shall choose maximum number of courses taught in English thereby as stipulated by ...
4. The universities agree that the objective of this agreement as expressed in clause 1 would not be met in the case of exchange students who already posses a significant connection with the country of the host university. Accordingly, a student will not be eligible for selection to the student exchange program if the student is a citizen of the host university’s country has been the student’s country domicile.

4.5 The host university reserves the right to decide on the admissibility of each student nominated notwithstanding clause 4.4. Without limiting that right, the universities will in ordinary circumstances accept students nominated by the other university provided that those students meet the requirements of clause 5.

4.6 Prior to a student travelling to the country of the host university, the student’s home university will ensure that she or he has been given full information in relation to :

a) her or his obligations, rights and requirements as set out in clauses 5,6,7 and 8; and

b) the cost of living in the country of the host university and the nature of her or his likely expenses (including those expenses listed in clause 7.2).

NOT IN DEROGATION FROM THE ABOVESAID, the universities acknowledge and agree that :

i). a home university is not responsible for the conduct of its exchange students nor guarantees their compliance with clauses 5,6,7, and 8; and

ii). a host university is not responsible to provide any financial support to exchange students who have underestimated or misunderstood the cost of living in the host country.

1. **STUDENT VISA AND HEALTH INSURANCE REQUIREMENTS**

5.1 The universities acknowledge and agree that each exchange student will be responsible for obtaining a visa and other related documents required for study at host university. The host university gives no warranty that any student will be entitled to an appropriate visa, but the host university will provide incoming exchange students with such valid certification as may be required to obtain a student visa for the full period of the exchange.

5.2 The universities acknowledge and agree that each exchange student will be required to carry an adequate policy for travel and health insurance that is satisfactory to the host university upon request.

a) All exchange students from UMY are required to purchase Overseas Student Health Cover for the duration of their studies in the host university, before applying for their student visa.

b) All exchange students from … are required to purchase Overseas Student Health Cover for the duration of their studies in the host university, before applying for their student visa.

1. **ACADEMIC PROGRAM OF STUDENTS**
	1. Each university shall:
		* 1. Register the other university’s exchange students as non-degree of the host university who continue as students of their home university.
			2. Permit the other university’s exchange students to enrol at the host university in courses for which they are qualified.
			3. Ensure that students maintain full-time enrolment status, in accordance with the requirements of their student visa.
2. For .... students applying at the UMY, the minimum enrolment is 12 credit units per semester and the maximum enrolment is 24 credit units per semester.
	* + - 1. For UMY students studying at ...., the minimum enrolment is 12 units per semester and the maximum enrolment is 24 units per semester.
			1. Provide advice and information to exchange students on the courses relevant to each exchange student’s studies.
3. Ensure that exchange students will receive free tuition and student’s dorm for maximum 2 semesters
4. On completion of a student’s course of study, forward an official transcript to the student and/or the home university.

6.2 Credit for courses taken will be transferred at the discretion of the home university in accordance with its policies and procedures.

6.3 The parties acknowledge and agree that certain courses and programs are not available to exchange students under this Agreement.

**7. FINANCIAL ARRANGEMENTS**

7.1 Subject to clause 4.3 each university will give free tuition fees for exchange students. The universities acknowledge and agree that other fees such as course materials fees or computer use fees may be required of exchange students by the host university. The universities acknowledge that each exchange student shall pay all required tuition and educational fees to her or his home university.

7.2 The universities acknowledge and agree that all other costs, including travel, health insurance, textbook, passport and visa cost and living expenses are the personal responsibility of the student.

**8. STUDENT SUPPORT AND OBLIGATIONS**

8.1 The host university will provide exchange students with on arrival assistance (including assistance with finding suitable accommodation), orientation and ongoing support services throughout the period of enrolment. The host university will ensure that the students will be able to access a full range of student support services available to students of the host university.

8.2 The universities acknowledge and agree that :

1. All exchange students must abide by the laws of the host country and regulations, rules and policies of the host university; and

b) All exchange students must comply with the requirements of their student visa, including requirement concerning full-time enrolment, attendance and participation in all learning activities and all other applicable rules and regulations.

8.3 If any of the exchange students studying at the host university are unable to continue their studies, as soon as practicable after becoming aware of this, the host university will advise the home university and provide relevant details.

8.4 Exchange students who fail to abide by the requirements of clause 8.2 may be subject to disciplinary action and may be required to leave the host university. If any exchange student is subject to disciplinary action or required to leave the host university, the host university will advise the home university and provide relevant details as soon as practicable.

**9. CONTACT PERSON**

9.1 The UMY contact persons for this Agreement are

|  |  |
| --- | --- |
|  **a.** | ***Matters affecting the terms of the Agreement:*** |
|  | Name | : | Prof. Dr. Bambang Cipto, MA |
|  | Position | : | Rector |
| **b.** | ***Matters concerning the general implementation of this Agreement:*** |
|  | Name | : | Dian Azmawati, S.IP., MA |
|  | Position | : | Director of International Program of International Relations |
|  | Email | : | dianm\_dani@yahoo.com |
|  | Telephone | : |  |
|  | Facsimile | : |  |

9.2 The .... contact persons for this Agreement are:

|  |  |
| --- | --- |
| **a.** | ***Matters affecting the terms of the Agreement:*** |
|  | Name | : |  |
|  | Position | : |  |
|  |  |  |  |
| **b.** | ***Matters concerning the general implementation of this Agreement:*** |
|  | Position | : |  |
|  | Position | : |  |
|  |  |  |  |
|  | Email | : |  |
|  | Telephone | : |  |
|  | Facsimile | : |  |
|  |  |  |  |

**10. TERM OF AGREEMENT**

10.1 This agreement comes into effect when signed by both universities and will continue for a period of five (5) years from that date unless ended earlier in accordance with clause 10.3.

10.2 No less than six (6) months prior to the expiry of this agreement, each university will review the operation of this Agreement and decide whether or not to renew it. The universities may renew this Agreement for a mutually agreed period. Any such renewal shall be in writing and signed by an authorized representative of each university and may include amendments to the terms and conditions of this Agreement.

10.3 This Agreement may be terminated at any stage by either university giving six (1) month written notice to the other university.

10.4 In the case of termination under clause 10.3 students who have already been notified of acceptance by the host university shall be allowed to undertake and complete the student exchange in accordance with the terms of this Agreement.

10.5 The provisions of this Agreement may only be amended by mutual agreement in writing and signed by the authorised representative of each party.

# 11. FORCE MAJEURE

11.1 The Parties shall not be liable for any breach of this MoA arising as a result of occurrence of an Event of *Force Majeur*e shall mean:

1. war (whether declared or not), hostilities, invasion, act of foreign enemies;
2. insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
3. natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced person could not reasonably have been expected to take precautions;
4. nuclear explosion, radioactive or chemical contamination or radiation;
5. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

**13. COMPETENT AUTHORITIES**

The authorities responsible for the fulfilment of this MoA are the.... and the Rector of UMY

1. **COMPLIANCE WITH LAW**

The parties shall comply with all applicable laws and with all directions, orders, requirements and instructions given to the applicable law by any authority competent to do so

**TIME**

Time whenever mentioned shall be of the essence of this MoA

**SCHEDULES, ATTACHEMENTS, ANNEXURES, APPENDICES**

All schedules, attachments, annexure and appendices hereto shall be read, construed and formed part of this MoA. All schedules, attachments, annexure, and appendices hereto shall be read, construed and formed part of this MoA.

**STAMP DUTY AND COSTS**

The stamps duty, if any, on this MoA, shall be home by both parties. The parties shall be bear its own costs and expenses for preparing approving and completing this MoA.

**ENTIRE AGREEMENT**

17.1 This MoA supersedes all previous agreements, arrangements, undertakings. negotiations and writings between the Parties relating to the subject matter hereof. No additions to. modifications of any terms, conditions and provisions of this MoA shall be binding upon the parties unless made by a written amendment signed by a duty authorized representative of each of the Parties.

If any term or provision of this MoA is found by a court of competent jurisdiction to be invalid, illegal or otherwise enforceable, the same shall not affect the other terms or provisions hereof or the whole of this MoA, but such term or provision shall be deemed modified to the extent necessary in the court’s opinion to render such term or provision enforceable and the right and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**INVALIDITY AND SEVERABILITY**

If any provision of this MoA shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MoA end all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any Invalid or unenforceable provision that achieves to the greatest possible the economic, illegal and commercial objectives of the invalid or unenforceable provision

**IN WITNESS WHEREOF** this MoA has been duly signed in duplicate at UMY on this 4 day of September in the year of 2012 in four (4) original texts in the English language, all texts being equally authentic.

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of |  | Signed for and on behalf of |
|  |  | **UNIVERSITAS MUHAMMADIYAH** YOGYAKARTA  |
|  |  |  |
|  |  | **Prof. Dr. Bambang Cipto, MA**Rector |
|  |  |  |
|  |  |  In the presence of/Witnessed by: |
|  |  |  |
|  |  | **Dr. Ali Muhammad, MA**Dean of Faculty of Social and Political Science |