## AGREEMENT

### ON FACULTY AND STUDENT EXCHANGES

between



# FACULTY OF SCIENCE AND TECHNOLOGY, UNIVERSITI KEBANGSAAN MALAYSIA

and



FACULTY OF ENGINEERING, GIFU UNIVERSITY, JAPAN

# AGREEMENT ON FACULTY AND STUDENT EXCHANGES BETWEEN

### FACULTY OF SCIENCE AND TECHNOLOGY

#### UNIVERSITI KEBANGSAAN MALAYSIA, MALAYSIA

#### **AND**

#### THE FACULTY OF ENGINEERING, GIFU UNIVERSITY, JAPAN

Faculty of Science and Technology, Universiti Kebangsaan Malaysia (The National University of Malaysia), Malaysia and the Faculty of Engineering, Gifu University, Japan (hereinafter the "party(ies)" or "institution(s)) enter into this Agreement for the purpose of furthering the studies of students and faculty through exchange programs. The parties hereto agree as follows:

#### I. FACULTY EXCHANGE

- 1. The parties shall actively promote faculty exchanges for the mutually-agreed periods.
- 2. Faculty exchanges may assume various forms, such as individual short and long-term visits to the host institution and/or implementation of joint research and/or development of projects.
- 3. The parties shall encourage the faculties to co-author publications, to promote joint research activities, and explore joint project possibilities, all of which activities are subject to applicable copyright and/or other laws of the respective countries as well as the rules and regulations of each institution.
- 4. The host institution shall endeavor to make all relevant facilities including laboratories and libraries available to the faculty to ensure it is afforded every opportunity to make its experience a productive and successful one.
- 5. Both parties shall seek external funding sources to facilitate the exchanges. The parties acknowledge that in the absence of an external funding, all expenses incidental to the exchanges including travel costs, room and board, etc. shall be the responsibility of the home institution.

#### II. STUDENT EXCHANGE

1. The number of students to be exchanged shall be limited to two (2) annually based on the host institution's academic year. It is expected that an equal number of

students from each party shall be exchanged over the term of this Agreement. Any final decisions on admissions are reserved exclusively by the host institution.

- 2. The period of the exchange shall be for the maximum of one (1) academic year, but may be extended with the consent of both parties.
- 3. Applicants shall be examined promptly by the host institution regarding desired fields and levels of study. Applicant has to submit a proposal stating the plan of research work to be carried out under the Agreement. Notice of acceptance or rejection shall be sent to the applicant's home institution. For each accepted, he/she may be assigned an appropriate adviser and notice to this effect shall be sent together with the notice of acceptance.
- 4. Each party shall endeavor to select exchange students who possess the language skills necessary for the completion of classes they are to take at the host institution during the period of exchange.
- 5. Exchange students shall be registered as "non-degree-seeking" students in the host institution.
- 6. Each host institution shall waive application, admission, and tuition fees from incoming students.
- 7. Exchange students shall be insured against contingencies including accidents, injuries, deaths and damage to property during their study at host institution.
- 8. Exchange students may apply for any scholarships available to them. In the absence of or failure to acquire any such scholarships, however, they shall be responsible for all expenses incidental to the exchange including travel expenses, and room and board. They must also obtain, at their own expense, health insurance covering medical expenses during their stay abroad.
- 9. The host institution shall notify the student and the student's home institution of the contents of the courses completed by the student, attendance of classes and meetings, and grades.
- 10. Each host institution shall certify the credits taken by the students at the host institution. The transferability of the credits, however, shall be at the discretion of the home institution.
- 11. The host institution shall endeavor to reserve or make available accommodations on campus for the exchange students or assist them in securing suitable housing off campus if they so desire.

AGR UKM-GU 2013.10

- 12. The host institution shall be responsible for returning the exchange students home on time in cooperation with the home institution.
- 13. The students participating under the terms of the Agreement shall be subject to university rules as well as the national and local regulations of the host country.

#### III. EXCHANGE OF INFORMATION

1. Information shall be actively exchanged between the parties. "Information" refers to data regarding students, research, and faculty members and their fields of research and publications.

## IV. TERMS OF IMPLEMENTATION, RENEWAL, REVISIONS, TERMINATION, AND NOTICES

- 1. Details of implementation of any particular exchanges set forth in this Agreement shall be negotiated and approved by the parties.
- 2. This Agreement shall become effective on signing by the representatives of both parties and shall remain valid for a period of five (5) years from the date hereof. The Agreement shall be revised if necessary, based on the mutual agreement of the parties at any time during the five (5) years.
- 3. This Agreement may be renewed after five (5) years upon the mutual consent of both parties. Each party may terminate this Agreement by notifying the other party of its intent at least six (6) months prior to the expiration. Any projects and/or programs in progress at the time of termination shall remain in force.
- 4. With regard to any conditions not specifically set forth in this Agreement or any issues that may arise while the Agreement remains in effect, both parties agree to refrain from any unilateral actions and negotiate in good faith any mutually-acceptable decisions.
- 5. Both parties agree that each party shall not be liable for the death or injury of any person or damage to any property arising from the conduct of any particular projects and/or programs pursuant to this Agreement.
- 6. This Agreement shall be construed and governed in accordance with the Laws of Malaysia and the Laws of Japan.
- 7. To facilitate the smooth execution of this Agreement, each party shall designate an office to administer its exchange program:

AGR UKM-GU 2013.10 3 / 4

Dean, Faculty of Science and Technology Universiti Kebangsaan Malaysia 43600 UKM Bangi

Selangor Darul Ehsan

**MALAYSIA** 

Phone: +60-389215080 Fax: +60-389214243

Email: dfst@ukm.my

Chief, General Affairs Division
The Faculty of Engineering
Gifu University
1-1Yanagido, Gifu City, Gifu 501-1193
JAPAN

Phone: +81-58-293-2365

Fax: +81-58-293-2376

Email: gjen00004@jim.gifu-u.ac.jp

- 8. This Agreement shall be executed in duplicate in English with both documents having equal legal force.
- 9. Signatures

On behalf of

Universiti Kebangsaan Malaysia

On behalf of Gifu University

PROF. DATO' DR. RAHMAH

MOHAMED

Deputy Vice-Chancellor (Research and Innovation)

PROF. AKIRA KOMIYAMA

Executive Director Vice-President

(Academic Globalization)

Date: / 26 / 2013

Month Day Year

Date: 1 / 22 / 2014

Month Day Year

PROF.DR. SAHRIM HJ. AHMAD

Dean

Faculty of Science and Technology

PROF. KEITETSU ROKUGO

Dean

The Faculty of Engineering

Date: 12 / 26 / 2013

Month Day Year

Date: / / 22 / 20/4/
Month Day Year