



STUDENT EXCHANGE PROGRAMME AGREEMENT

BETWEEN

UNIVERSITI MALAYA

AND

UNIVERSITA' DEGLI STUDI DI MESSINA

UNIVERSITI MALAYA, a university established under the laws of Malaysia and having an address at Lembah Pantai, 50603 Kuala Lumpur, Malaysia (hereinafter referred to as "UM") of the one part;

AND

Università degli Studi di Messina, a university established under the laws of Italia and having an address at Piazza Pugliatti 1, 98122 Messina, Italia (hereinafter referred to as "UNIME") of the other part;

agree to the establishment of an expanded "university-wide" Student Exchange Program ["hereinafter referred to as "the Exchange Programme"], 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 **three (3)** 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 for individual students may be for a period of one (1) semester or for a period of 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

Exchange students are required to be regular (full-time) students registered in the undergraduate course at the home institution. 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. 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;

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 shall pay required tuition and fee to their home university and will not be charged the corresponding tuition and fees by the host university. This is only applicable when the number of students exchanged does not exceed the allowed number on an annual basis. In case the number of student exchanged exceeds the allowed number of students nominated on an annual basis, each additional Unime student will be charged USD300 as tuition fees. Exempted from this rule are special costs like administration fees which have to be paid to the host university. Students from Unime to Universiti Malaya will be charged USD150 each as administration fees.
- 7.2 The use of non-academic or non-obligatory facilities, services and functions at the host university may require the payment of fees by the Exchange Student. Exchange Students may be required to pay additional fees at the host university 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.
- 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, meal and accommodation. However, the host institution agrees to assist exchange students 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. DATA PROTECTION

The institution that receives any personal data (receiving party) agrees that when dealing with personal data received from the other institution (disclosing party), it shall:

- 9.1. use personal data only in accordance with the purpose for which it was disclosed;
- 9.2. take appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access as well as against all other unlawful forms of processing; and
- 9.3. not disclose or transfer any personal data received from the disclosing party to any third party without the prior written approval of the disclosing party or of the individual participant whose personal data is to be disclosed or transferred.

10. OTHERS

10.1 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.

10.2 Upon completion of the Exchange Programme at the host institution, the exchange students must return to their home institution.

11. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

11.1 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 renewed for a further period to be mutually agreed upon in writing by the Parties.

11.2 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.

12. IMPLEMENTATION

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

13. 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.

14. 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 email (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below:

(a) If to UM: International Student and Mobility Centre
Universiti Malaya
Level 1, Block G, Perdana Siswa Complex
50603 Kuala Lumpur.
Email: studyabroad@um.edu.my
Tel No.: +603-7967 7712

(b) If to UNIME: U. Op. Cooperazione Internazionale (International Cooperation Unit)
Università degli Studi di Messina, Piazza Pugliatti 1, 98122 Messina
(ITALY)
Email: cooperazione@unime.it
Tel No.: +39 0906768613

15. **CONFIDENTIALITY**

The Parties agree and undertake to keep confidential at all times any information or data that may be exchange, acquired or shared in connection with any programme or activity conducted pursuant to this agreement save where the same is already in public domain.

16. **USE OF NAME, LOGO AND OFFICIAL EMBLEM**

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, without first obtain the written consent of the other Party.

17. **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 Italy, depending on where the Defendant resides.

18. **GOVERNING LAW**

Subject to clause 17, this Agreement shall be governed by and construed in accordance with the laws of Malaysia and Italy.

19. **COUNTERPARTS, EXECUTION**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such similar executed electronic copy shall be legally effective to create a valid and binding agreement between 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
UNIVERSITI MALAYA

For and on behalf of
UNIVERSITA' DEGLI STUDI DI MESSINA

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**PROF. DATO' SERI IR. DR. NOOR AZUAN
ABU OSMAN**
Vice-Chancellor

.....
PROF. GIOVANNA SPATARI
Rector

Date:

Date: