

AGREEMENT ON STUDENTS EXCHANGE

between



UNIVERSITI KEBANGSAAN MALAYSIA

and



**CHIANG MAI UNIVERSITY,
THAILAND**

**AGREEMENT ON STUDENT EXCHANGE
BETWEEN
UNIVERSITI KEBANGSAAN MALAYSIA
AND
CHIANG MAI UNIVERSITY, THAILAND**



THIS AGREEMENT ON STUDENT EXCHANGE (hereinafter referred to as "Agreement") is made on this 22nd day of October 2018

BETWEEN

UNIVERSITI KEBANGSAAN MALAYSIA an institution of higher learning established and incorporated under the Universities and University Colleges Act 1971 [Act 30] and having its address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA (hereinafter referred to as "**UKM**") of the one part;

AND

CHIANG MAI UNIVERSITY, a university that was founded under a Royal Charter granted by His Majesty King Bhumibol Adulyadej, having its address at 239, Huay Kaew Road, Muang District, Chiang Mai 50500, THAILAND (hereinafter referred to as "**CMU**") of the other part.

UKM and **CMU** shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

WHEREAS:

- A. This Agreement is made pursuant to the Memorandum of Understanding between the Parties dated 24th July, 2017 (hereinafter referred to as "Principal MoU") in order to continue the well-established collaboration for the mutual interest and for the common benefit of the Parties.
- B. Following discussions between **UKM** and **CMU**, the Parties wish to establish collaboration and explore opportunities to develop, support and enrich the student exchange program that will be beneficial to both Parties.
- C. **UKM** and **CMU** are desirous of formalising this collaboration by entering into this Agreement subject to terms and conditions as stipulated herein.

NOW THE PARTIES HEREBY AGREES AS FOLLOWS:

1. Nomination of Exchange Students

Each exchange student shall be nominated by each home institution according to its relevant procedures. The host institution will admit exchange students according to its established policies and procedures.

2. Number of Exchange Students

The number of exchange students to be sent from each institution shall not exceed five (5) persons for each year. The period of each exchange will normally be for the equivalent of one (1) semester or one (1) academic year.

3. Effective Date

3.1 This Agreement shall be effective upon signature by both Parties and shall remain in effect for an initial period of three (3) years.

3.2 The Parties may however extend the terms of this Agreement, by an express covenant in writing, three (3) months prior to its expiration.

3.3 Either Party may terminate this Agreement by giving six (6) months' notice in writing of such intent, without prejudice to the completion of the on-going Exchange Program.

4. Duration of Exchange

The maximum duration of stay for each student will be for the equivalent of one (1) semester and shall not exceed two (2) semesters.

5. Status of Exchange Students

5.1 All exchange students shall be bona fide students of the home institution and be engaged in a degree-oriented course of study. It is understood that exchange students admitted under the terms of this Agreement shall continue as candidates for degrees at their home institution, and shall not be candidates for degrees at the host institution.

5.2 If the exchange student voluntarily withdraws or is dismissed from the host institution for academic or disciplinary reasons before the end of the exchange, it will be considered as a completed exchange from the institution concerned. In addition, the host institution reserves the right to request the

withdrawal of a student whose academic standing or conduct warrants such action. The host institution will consult with the home institution before finalising such action. The Parties agree that there will be no replacement for students who do not complete an exchange.

6. Financial Responsibilities

- 6.1 This Agreement is based on the principle of reciprocity whereby the exchange students, both undergraduate and graduate, shall remain enrolled at their home institution where they pay their tuition fees. The host institution shall exempt exchange students from its admission fees, testing and tuition fees.
- 6.2 If the exchange students are required to pay miscellaneous costs at the host institution, they shall be notified of such prior to their departure from their home country.
- 6.3 All payment for travel, medical insurance, housing, food, books and supplies shall be the responsibility of the exchange student. Neither institution shall be held liable for such expense. However, the government and/or other scholarship fund may be used to cover these expenses.
- 6.4 If requested, students selected for the program must be able to prove to the host institution that they have adequate funds for return transportation to their home country and for additional living costs during their enrollment at the host institution, apart from those costs already specified in this Agreement.

7. Responsibilities of the Institutions

- 7.1 Each institution agrees to accept each other's length of academic year, teaching methods and examinations as equivalent to their own.
- 7.2 At the conclusion of the exchange, both institutions agree to provide an official transcript on the achievements of the exchange student. Where the student's consent is required before a transcript can be released, such consent will be sought by the host university at the time of enrollment.
- 7.3 Both institutions agree to assist each exchange student by:
 - a. providing pre-departure materials, and post arrival orientation;
 - b. providing the necessary documents and information to enable the exchange student to obtain the correct permit/visa;
 - c. providing information about the exchange student's performance;
 - d. helping to arrange appropriate accommodation as needed;
 - e. providing arrival assistance, if required;

- f. designating an administrative contact to deal with all correspondence related to this program;
- g. providing student support and advisory services; and
- h. providing the facilities to be use by the exchange student on the same basis as a student of the host institution.

8. Personal Data

The host institution shall:

- a. use any personal data provided by the home institution and/or the student solely for the purposes for which the home institution or student disclosed it;
- b. cease use of the personal data if the data subject withdraws his/her consent except where the relevant laws of the host institution permits the use;
- c. take appropriate technical and organisational measures to protect personal data;
- d. not retain personal data for any longer than is necessary for business or legal purposes; and
- e. not disclose or transfer any personal data received from the home institution or the student to a third party.

9. Credit Transfer

It shall be the responsibility of the home institution to arrange in advance on how many of the credits received from the host institution that will be accepted towards graduation requirements at the home institution.

10. Regulations

Each exchange student shall be subject to the same regulations as pertain to the students of the host institution.

11. Accommodation

The host institution shall endeavour to provide exchange students with institution accommodation. The institution accommodation does not extend to dependents and/or spouses. Room charges shall be the responsibility of the exchange students.

12. Settlement of Disputes

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

13. Termination of Exchange Students

The host institution may terminate the official status of exchange students in the following situations:

- a. Exchange students are unable to continue their studies due to financial or health reasons;
- b. Exchange students fail to maintain satisfactory academic performances; or
- c. Exchange students violate the laws of the host country, or the regulations of the host institution.

14. General Terms

14.1 The terms of this Agreement may be changed or modified only by a written amendment signed by the Parties hereto.

14.2 This Agreement is signed in English in duplicate. In case of differing interpretation, both Parties shall resolve it through mutual discussion.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Agreement.

FOR
UNIVERSITI KEBANGSAAN MALAYSIA:

**PROF. TAN SRI DATO' SERI
DR. NOOR AZLAN GHAZALI**
Vice-Chancellor
Universiti Kebangsaan Malaysia

]
]
]
]



In the presence of:

PROF. DR. MOHAMMAD B. KASSIM
Dean
Faculty of Science and Technology
Universiti Kebangsaan Malaysia

]
]
]
]



FOR
CHIANG MAI UNIVERSITY:

CLIN PROF. NIWES NANTACHIT, M.D.
President
Chiang Mai University

]
]
]



In the presence of:

ASST. PROF. DR. SUJINDA SRIWATTANA
Dean
Faculty of Agro-Industry
Chiang Mai University

]
]
]
]

