

**AGREEMENT ON FACULTY AND STUDENT EXCHANGES
BETWEEN
BRAWIJAYA UNIVERSITY represented by the Rector,
Jl. Veteran, Malang 65145, East Java, Republic of Indonesia,
executive authority: The Faculty of Mathematics and Natural Sciences
AND
GIFU UNIVERSITY represented by the President,
1-1 Yanagido, Gifu City, Gifu, Japan
executive authority: The Faculty of Engineering**

The Faculty of Mathematics and Natural Sciences, Brawijaya University, Republic of Indonesia, 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 researcher and the home institution.
6. The researchers shall arrange liability and personal accident insurance against injuries, deaths and damage to property depending on their period of study at the host institution.
7. Joint research and development projects and co-author publications implemented under this Agreement shall be forwarded through collaboration between the two parties in accordance with the Convention on Biological Diversity (CBD). The ownership of any intellectual property rights acquired through such joint research

and development projects and co-author publications shall be determined through consultation by both parties, and the ownership shall be specified in a separate agreement.

II. STUDENT EXCHANGE

1. The maximum number of students to be exchanged shall be 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. Exchange students shall be full-time students at the home institution and have completed at least one (1) year of undergraduate study. Exchange students shall be registered as "Non-Degree-Seeking" students in the host institution.
4. 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.
5. 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.
6. Exchange students shall pay normal tuition and other fees to their home institution in accordance with the institution's rules and regulations. The host institution shall waive application, admission, and tuition fees from incoming exchange students. Exchange students shall be responsible for other expenses such as books, travel expenses, room and board, health insurance, medical care, passports and visas.
7. Exchange students shall arrange health and accident insurance as designated by the 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. They must also obtain, at their own expense, health insurance covering medical expenses during their stay abroad. Both parties shall provide students with assistance in obtaining scholarships.
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 grant exchange students access to the same facilities available to its own students.
12. Each party shall designate an individual to act as academic adviser to provide exchange students with the advice in regards to academic and logistical matters.
13. 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.
14. The host institution reserves the right to have those exchange students return to their home institution who, during the course of the exchange, have financial difficulties, fail to satisfactorily apply themselves to their studies, or violate any established regulations. Such expulsion shall first be discussed and agreed upon by both parties. At the time of returning, respective costs (e.g. for travel, freight, and additional costs arising from private contracts concluded by the exchange students in the host country) shall be borne by the exchange students themselves.
15. Upon completion of an exchange student's studies at the host institution, he/she shall return to the home institution without fail. The host institution shall be responsible for returning the exchange students home on time in cooperation with the home institution.
16. 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

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. Exchange students and researchers participating under the terms of the Agreement shall be subject to university rules and national and local regulations of the host country including immigration laws, foreign exchange laws, and foreign trade laws.
2. This Agreement shall not be construed as any transfer, assignment or infringement of any intellectual property rights between the two institutions.
3. Both institutions shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this Agreement.

4. Neither party shall be liable for any failure or delay to perform its part of this Agreement when such failure is due to Act of God, war, armed conflict, civil disturbance, legal restrictions, riots, insurrections, strikes, earthquake, flood, fire, pandemic disease or any cause beyond the control of the parties; provided that a written notice of the commencement and cession of the circumstances excusing performance shall be as quick as possible.
5. Details of implementation of any particular exchanges set forth in this Agreement shall be negotiated and approved by the parties.
6. 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.
7. 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.
8. 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.
9. 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.
10. This Agreement shall be constructed and governed in accordance with the Laws of Republic of Indonesia and the Laws of Japan.
11. To facilitate the smooth execution of this Agreement, each party shall designate an office to administer its exchange program:

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 Sciences
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 Japan
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 Fax: +81-58-293-2376
 Email: gjen00004@jim.gifu-u.ac.jp

12. This Agreement is drawn up and executed in duplicate in English with both documents having equal legal force. Each party to the Agreement shall retain one (1) copy. Any translation of this Agreement in another language shall be for reference only and shall not bind the parties.

Signatures

On behalf of Brawijaya University



Prof. Dr. Ir. Mohammad Bisri, M.S
Rector

Date: 12 / 16 / 2014
Month Day Year

On behalf of Gifu University



Prof. Dr. Fumiaki SUZUKI
Executive Director
Vice-President
(Academic Globalization)

Date: Dec / 16 / 2014
Month Day Year



Prof. Dr. Marjono, M.Phil
Dean
Faculty of Mathematics and
Natural Sciences

Date: 12 / 16 / 2014
Month Day Year



Prof. Dr. Keitetsu ROKUGO
Dean
The Faculty of Engineering

Date: Dec / 16 / 2014
Month Day Year