



**LOGO**  
(Foreign/University/Institute)

**MEMORANDUM OF AGREEMENT  
ON STUDENT MOBILITY**

**BETWEEN**

**UNIVERSITI PUTRA MALAYSIA**

**AND**

.....

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ON STUDENT MOBILITY  
BETWEEN  
UNIVERSITI PUTRA MALAYSIA  
AND**

.....

**ON** ..... (*Date*)

This Agreement is entered into by and between **UNIVERSITI PUTRA MALAYSIA** (hereinafter referred to as “UPM”), an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30] of Malaysia whose address is at 43400 UPM, Serdang, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns;

and

..... (hereinafter referred to as .....), a University established under ..... laws of ..... whose address is at ..... and shall include its lawful representatives and permitted assigns;

UPM and ..... shall hereinafter be referred to singularly as “the Party” and collectively as “the Parties”.

**NOW THEREFORE the Parties hereby agree as follows:**

**1. OBJECTIVE**

The Parties are desirous of entering into this Memorandum of Agreement to establish the terms and conditions of collaboration on student mobility programme between the Parties upon the terms as contained herein.

**2. DEFINITION**

2.1 It is agreed that the following definitions shall apply throughout this Agreement:

(a) Home Institution means the institution sending the student for mobility;

(b) Host Institution means the institution receiving the student for mobility;

(c) Mobility Students means students who are participating in mobility programmes under this Agreement;

(d) Academic Year means

A period of time during which a university starts the academic.

In UPM, the academic year comprise 3 academic semesters as stated below. The actual start and end dates of each semester and the semester holidays are declared by the university from time to time.

Semester 1 : September to January (18 weeks)

Semester 2 : February to June (18 weeks)

Semester 3 : June to August (8 weeks)

In ....., the academic year comprises ..... as stated below :

(e) Academic Semester means a portion of the academic year during which time period of classes and examinations are held.

### **3. TERM OF AGREEMENT**

3.1 This Memorandum of Agreement shall come into effect on the date of signing and shall remain in effect for a period of ..... (.....) years.

3.2 This Memorandum of Agreement may be extended for a further period as may be agreed in writing by the Parties.

### **4. ADMISSION AND LANGUAGE REQUIREMENTS FOR MOBILITY STUDENTS**

4.1 Students to be sent by home institution to host institution are required to be full-time students registered in a Postgraduate or Undergraduate programme. The students to be sent to the host institution in the mobility programme under this Agreement shall first be selected as mobility students by the home institution. The host institution shall have the final decision on the eligibility of the selected students for admission to the host institution.

4.2 Mobility students shall have an English Language Proficiency, which is equivalent to IELTS or TOEFL or MUET Band, according to the requirements below:

No	Types of Programmes	Language Equivalent				
		TOEFL (IBT)	IELTS	CEFR	MUET	* Other relevant language qualification (if any)
1.	Semester student exchange	60-69	5.0	B1	Band 3	
2.	Short programme less than 1 semester	50-59	4.5	A2	Band 2	
3.	Internship/Research attachment	60-69	5	B1	Band 3	
4.	Any other areas of co-operation on mobility	Upon mutual consent (mutually agreed upon by both parties)				

TOEFL – Test of English as A Foreign Language

IELTS – International English Language Testing System

CEFR - Common European Framework of Reference

MUET - The Malaysian University English Test

\*For any requirement which is not mentioned above, please state the relevant language qualification in the space given.

## 5. NUMBER OF STUDENTS

5.1 Each year during the term of this Agreement, each Institution may send up to ..... (...) students for ..... semesters to be enrolled as mobility students at the other institution. The number of students may be modified from time to time by mutual agreement. It is agreed that a balance in number of students exchanged between the institution shall be sought over the term.

5.2 The obligations of UPM and ..... under this Agreement apply only to the mobility students, and exclude both spouses and dependents.

## 6. TERM, LENGTH OF STAY AND STUDY PERIOD

- 6.1 This Memorandum of Agreement shall come into effect on the date of signing and shall remain in effect for a period of ..... (.....) years.
- 6.2 This Memorandum of Agreement may be extended for a further period as may be agreed in writing by the Parties.
- 6.1 The study period of the accepted students at the host institution shall not exceed one academic year.
- 6.2 Extension of stay beyond the academic semester in which the student is registered shall not be permitted without the authorization of the host institution to the contrary. The mobility student shall return to the home institution without fail upon completion of the student's study period at the host institution.

## 7. FEES AND OTHER EXPENSES

- 7.1 Mobility students shall **\*\*pay/be exempted** (\*\*please strikethrough whichever not applicable) the normal international student tuition fees in accordance with the host institution's rules and regulations. The tuition fees is in accordance to current rates or any other rates to be mutually agreed by the home institution and the host institution. The home institutions may require their students to pay tuition fees and other required fees to the home institution to participate in the mobility programme.
- 7.2 Mobility students shall **\*\*pay/be exempted** (\*\*please strikethrough whichever not applicable) international students fee to the host institution in accordance with the host institution rules and regulations.
- 7.3 The institutions shall inform their students that the students:
- a) shall be personally responsible for all other costs incurred due to participation in this mobility programme;
  - b) shall be personally responsible for personal expenses, including food, travel and related costs, as well as textbooks, stationary, medical care and immigration

requirement;

- c) must have an adequate medical insurance during their stay at the host institution. Students may have access to the host institution's health services and/or local hospital. All hospital and other medical expenses are the responsibility of the student, according to the rules and regulations of the host institution.

7.4 The host institution shall facilitate incoming mobility students to obtain university student accommodation. If such facilities are not available, the host institution shall assist the student in finding suitable alternative accommodation. However, the payment of all rents and other charges shall be the responsibility of the mobility students.

7.5 Neither institution is liable for any of costs mentioned above.

## **8. ACADEMIC RECORD AND TRANSFER OF CREDITS**

The host institution shall submit an official academic transcript for each student to their home institution. It shall be the sole responsibility of the home institution to decide how many transfer credit units the student may receive for courses taken at the host institution.

## **9. RULES AND REGULATIONS**

9.1 Mobility students shall be subject to the rules and regulations of the host institution, and the laws of the country of the host institution during their length of stay at the host institution.

9.2 Each institution reserves the right to take academic or disciplinary proceedings to any mobility students at any time for academic or personal misconduct in violation of its established regulations. If the mobility student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the study period, it will be considered as a completed exchange from the home institution. In addition, the host institution reserves the right to require the withdrawal of any mobility student whose academic standing or conduct warrants such action. Such proceeding shall first be discussed and agreed upon by both institutions.

**10. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
  
- 10.2 Intellectual property rights in respect of any technological development, products and services development, carried out-
  - (a) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  
  - (b) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

**11. NOTICES**

- 11.1 All notices to be given hereunder shall be in writing, and sent by electronic mail, or by facsimile with the original sent by courier service to the Parties or at the addresses stated below:

**To .....**  
Name :  
Designation :  
Address :  
Tel. No :  
Fax. No :  
Email :

**To UPM:**  
Name :  
Designation :  
Address :  
  
Tel. No :  
Fax. No :  
Email :

11.2 Except as otherwise specified herein, all notices and other communications shall be deemed to have duly given on:

- (i) three (3) working days after posting if sent by post to an address within the same country and ten (10) working days after posting or sent by post to an address in another country; or
- (ii) the date of transmission if transmitted by electronic mail or facsimile.

Any of the Parties hereto may change its address by notice in writing issued to the other Party hereto.

11.3 In the event that either Party changes its address, electronic mail address, telephone or facsimile numbers the relevant Party shall notify the other Party of the change of address, electronic mail address, telephone or facsimile numbers forthwith, failing which any notice served under sub clause 11.1 (a) above, as applicable shall be deemed to be sufficient notice.

## **12. SUSPENSION AND TERMINATION**

11.1 Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Agreement which suspension shall take effect immediately after notification has been given to the other Party.

11.2 This Agreement may be terminated prior to the expiry date by mutual agreement by the parties, subject to at least six (6) months notice in writing by either party. Such termination shall not affect the mobility student already engaged in the mobility programme at the time of termination.

## **13. SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties.



**14. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.

**15. SEVERABILITY**

If any provision of this Agreement is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be severed from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such provision had not originally been contained in this Agreement. In the event of any such severance the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so severed.

**16. MODIFICATION**

No modification, variation or amendment of this Agreement shall have any legal effect and force unless such modification, variation or amendment is in writing and executed by the Parties.

**17. COUNTERPARTS**

This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

**18. LEGAL JURISDICTION**

- (a) This agreement shall be subject to ..... and Malaysian law and the court jurisdiction depending on where the cause of action arises. .... law applies to all students while they are at ....., while Malaysian law applies while they are in Malaysia
- (b) If any dispute arises between the Parties, they will in good faith attempt to negotiate a settlement but, if unsuccessful, will in good faith attempt a resolution through an alternative dispute resolution procedure. If a suitable mediator cannot be agreed by the Parties, the parties to this agreement agree to one being appointed.

## **19. RELATIONSHIP OF THE PARTIES**

The relationship of the Parties under and consequent to this Agreement shall be limited to the matters herein contained and nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties as a partnership, association or other relationship in which either Party may be liable for the acts or omissions of the other Party, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of the other Party.

\*\*\*\*\*THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK\*\*\*\*\*

Signed in duplicate at ..... on this ..... day of ..... in the year .....  
in two (2) original texts, each in the English language, all texts being equally authentic.

Signed by  
for and on behalf of the  
**UNIVERSITI PUTRA  
MALAYSIA**

Signed by  
for and on behalf of the  
.....

.....  
**DATIN PADUKA PROF. DR. AINI IDERIS**  
Vice – Chancellor, UPM

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In the presence of:  
.....

In the presence of:  
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