



**MEMORANDUM OF AGREEMENT
ON STUDENT/STAFF EXCHANGE**



BETWEEN
**FACULTY OF ECONOMICS AND BUSINESS, UNIVERSITAS AIRLANGGA
INDONESIA**
AND
**SCHOOL OF ECONOMICS, CAN THO UNIVERSITY
VIETNAM**

THIS MEMORANDUM OF AGREEMENT ("MOA") is made:

BETWEEN

FACULTY of ECONOMICS AND BUSINESS, UNIVERSITAS AIRLANGGA, INDONESIA, represented by Prof. Dr. Dian Agustia, SE., M.Si., Ak as the dean of Faculty of Economics and Business, appointed under Rector's decree No. 831/UN3/2020 dated 30 September 2020, for and on behalf of Universitas Airlangga, of which the address is Jl. Airlangga 4 – 6 Surabaya, Indonesia ("UNAIR"), and shall include its lawful representatives and permitted assigns,

AND

SCHOOL OF ECONOMICS, CAN THO UNIVERSITY, VIETNAM, represented by Assoc. Prof. Dr. Le Khuong Ninh, as the rector of School of Economics, for and on behalf of Can Tho University, of which the address is campus II, 3/2 street, Xuan Khanh ward, Ninh Kieu district, Can Tho city, Vietnam ("CTU"), and shall include its lawful representatives and permitted assigns.

(Hereinafter referred to as "Party" singularly and as "Parties" collectively).

This MOA serves as a legal document which describes the terms and details of the partnership agreement. Both Parties agree to promote academic collaboration between institutions with the purpose of improving mutual understanding amongst the two institutions, under the following terms:

ARTICLE 1 SCOPE AND FIELDS OF ACADEMIC COOPERATION

Each Party will, subject to the laws and regulations in force in their respective countries, endeavour to take necessary steps to encourage and promote cooperation involving the following study programmes:

- a. Undergraduate of Economics
- b. Master of Economics
- c. Doctorate of Economics

with cooperation covering the following fields:

- A. student exchange with reciprocal scheme.
- B. staff exchange,
- C. organising scientific seminars or conferences,
- D. joint research,
- E. joint curriculum and/or program development (including credit transfer)
- F. community services,
- G. internship,
- H. dispatch of practitioners as lecturers,

- I. lecturer and instructor training,
- J. visiting professor,
- K. development of the centre for scientific research and development.

The academic link and cooperation between the Parties may be extended to other areas not mentioned above, subject to written mutual agreement.

ARTICLE 2 COMMENCEMENT, DURATION AND TERMINATION

- 1) This MOA will commence on the date of signing by the Parties or their authorised representatives and will remain to be effective for 5 (five) years from the Commencement Date. This MOA may be terminated at any time by either Party, subject to at least 6 (six) month prior written notice of such termination to the other Party from the date of expiry or the proposed date of termination.
- 2) Notwithstanding Article 2 Point 1, the provisions of this MOA and/or of any other written agreement, in respect of any ongoing programme and cooperative work under this MOA will continue to apply until its completion, unless both Parties mutually decide in writing to an earlier termination of the said ongoing programme and cooperative work.

ARTICLE 3 REVISION, MODIFICATION AND AMENDMENT

- 1) The Parties may propose a written request for a revision, modification or amendment of all or any part of this MOA. Such revision, modification or amendment will be made into an Addendum of Memorandum of Agreement and will be submitted as part of this MOA.
- 2) Such revision, modification or amendment will enter into force on the date agreed by both Parties.
- 3) Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MOA prior or up to the date of such revision, modification or amendment.

ARTICLE 4 FORCE MAJEURE AND SUSPENSION

- 1) In the event of circumstances beyond the control of the Parties or any Force Majeure which results in the unlikelihood of carrying out the MOA altogether, the Parties, in good faith and for the sole purpose of this MOA, shall settle the issue amicably by mutual consultation or negotiation between the Parties.
- 2) The Parties shall be released from their respective obligations upon such event of Force Majeure, which includes, but not limited to any national emergency, war, prohibiting government regulation and/or any other causes beyond the reasonable control of the Parties which renders the execution of this MOA impossible.
- 3) In return, the Parties reserve 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 MOA, in which suspension will take effect immediately once notification has been given to the other Party.

ARTICLE 5 CONFIDENTIALITY

The Parties shall be held accountable for the confidentiality of any information and/or data which are exchanged, acquired and shared amongst the Parties throughout the course of activities and/or any other projects conducted in accordance with this MOA, unless said data and/or information has already been registered in public domain prior to this MOA.

ARTICLE 6 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 1) The Parties shall uphold the integrity of Intellectual Property Rights in accordance with their respective national law, as well as other relevant regulations and code of conduct that the Parties have agreed to in advance and other international agreements that the Parties have previously signed.
- 2) The use of trademark, logo and/or any other official emblem in any publication, document and/or on paper is prohibited without prior written approval of either Party.
- 3) Notwithstanding Article 6 Point 2, the use of UNAIR's trademark, logo and/or any other written 'UNAIR' brand on the [insert partner's abbreviation]'s website shall be hyperlinked to UNAIR's official website (<https://unair.ac.id/>).
- 4) Should any intellectual property emerge within the course of activities and/or any other projects conducted under this MOA, the ownership of the intellectual property will be shared equally amongst the Parties and thus referred to as "joint intellectual property".

ARTICLE 7 STUDENT EXCHANGE PROCEDURE

- 1) For the student exchange programme, all exchange students will remain enrolled as students of the Home University. Any credit towards the exchange student's degree is to be awarded by the Home University, subject to its rules and regulations and approval by the relevant authority of the Home University.
- 2) The Home University will nominate applicants from its institution for the Exchange Programme.
- 3) For the administrative procedure, applicants must attach documents which consist of a copy of passport, curriculum vitae, application form from Host University, as well as other supporting documents and academic background materials relevant to specific course selections, as requested during the application process.
- 4) After the exchange student's completion of the period of study, the Host University will send the academic transcripts or confirmation letters of the student's work to the appropriate officer of the Home University.

ARTICLE 8 STAFF EXCHANGE PROCEDURE

For the staff exchange programme, a separate implementation agreement will be signed detailing the terms covering the programme, depending on which staff exchange programme applies.

ARTICLE 9 FINANCIAL ARRANGEMENTS

- 1) The Parties agree that any expenses for student exchange programmes including course materials, daily necessities and travel shall be borne by the students.
- 2) Any expenses related to the staff exchange programme shall be borne by the participant and will be supported by the Home University. The Host University will assist in providing accommodation and dealing with administrative procedures regarding visa application and immigration matters.
- 3) Each Party shall plan appropriate funding arrangements (e.g., honoraria and accommodation) for visiting faculty members, in consideration of the host institution's regulations.

ARTICLE 10 POINT OF CONTACT

Any communication under this MOA will be written in English and delivered via post mail to the official address and/or via email to the registered email address and/or facsimile number that the Parties have provided below, as well as to other addresses and/or facsimile numbers that either Party notify to the sender beforehand during the course of the effective years of this MOA. Unless otherwise provided herein, any communication under this MOA shall be deemed to be duly given or made when delivered to the addresses provided in this document and/or any other contact information that the Parties have mutually agreed to in advance.

To Faculty of Economics and Business, Universitas Airlangga:

Name : Prof. Rossanto Dwi Handoyo, PhD.
Tel : 031 -5033642
Fax : ...
E-mail : ...

To School of Economics, Can Tho University

Name : Assoc. Prof. Le Khuong Ninh, PhD.
Tel : 02923838831
Fax : 02923839168
E-mail : kkt@ctu.edu.vn

ARTICLE 11 GOVERNING LAW

The governing law of this MOA should be the respective law of the origin country where the implementation of this MOA is being carried out, so long as said law do not violate the law of the other country.

ARTICLE 12 NO AGENCY

Nothing contained herein is to be constituted a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 13 LANGUAGE

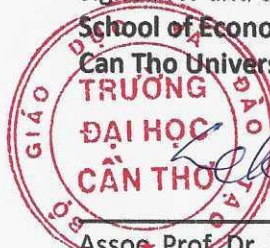
This MOA is made and signed in identical copies, in English and Bahasa Indonesia, as well as any other languages mutually agreed upon by the Parties, by the authorised representative of each university, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

Signed for and on behalf of
Faculty of Economics and Business
Universitas Airlangga

Prof. Dr. Dian Agustia, SE.,M.Si.,Ak.
Faculty of Economics and Business
Universitas Airlangga

Date: 26/05/2023

Signed for and on behalf of
School of Economics
Can Tho University



Assoc. Prof. Dr. Le Khuong Ninh
School of Economics
Can Tho University

Date: May 26th 2023