



*Logo of the Malaysian/  
Foreign  
University/Institute/Company*

## **STUDENT EXCHANGE AGREEMENT**

**BETWEEN**

**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA**

**AND**

**FULL NAME OF MALAYSIAN/FOREIGN  
UNIVERSITY/INSTITUTE/COMPANY**

**(DATE:.....)**

This Student Exchange Agreement (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN

**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA** [Co. No. 198301005860 / 101067-P], a Public University established under Section 5A (2) of the University and Universities College Act (UUCA) [1971] and incorporated in Malaysia [Co. No. 101067-P], a company limited by guarantee and not having a share capital by having its business address at International Islamic University Malaysia, Jalan Gombak, 53100 Kuala Lumpur which is represented by **Relevant office/kulliyah and its address** (hereinafter referred to as “**IIUM**”) of the first part and shall include its lawful representatives and permitted assigns.

AND

**FULL NAME OF THE MALAYSIAN/FOREIGN UNIVERSITY/INSTITUTE/COMPANY**, whose address is at ..... of the other part and shall include its lawful representatives and permitted assigns;

IIUM and **Malaysian/Foreign University/Institute/Company** shall hereinafter be referred to individually as “Party” or collectively as “Parties” as the case may be.

**WHEREAS**

- A. IIUM is an established University which strives to strengthen its academic and research excellence through various collaboration with other parties and institutions.
- B. **Malaysian/Foreign University/Institute/Company** is an established ..... (state nature of the core business strength of the (Malaysian/Foreign University/Institute/Company)).
- C. The Parties agreed to collaborate with each other for the exchange of students (“the Program”) and hereby enter into this Agreement to set forth herewith the terms and conditions as described herein.

**NOW THEREFORE, THE PARTIES HEREBY AGREE ON THE TERMS AND CONDITIONS OF THEIR COLLABORATION AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION**

1.1 In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

Accommodation Fee means a partial or full release from the requirement of payment

Waiver	of fee for accommodation purpose;
Agreement	means this agreement and all the schedules and annexure to it (as amended from time to time in accordance with the terms herein);
Confidential Information	shall include (but is not limited to):- <ul style="list-style-type: none"> <li>(a) all information and documents related to intellectual property, Intellectual Property rights, trade names, service marks, service names, logos, emblems, slogans, industrial designs, patents, copyrights, trade secrets, know how, products and inclusive of in the form of photographs, video and/or CD filming, digital images, drawings, designs, CAD Data, financial, marketing, economics, commercial and strategic reports, information on territories of distribution, corporate and product information and all copies, reproductions, reprints and translations thereof, supplied by the disclosing party to the receiving party in connection with and in the course of the Project;</li> <li>(b) information and material demonstrated and furnished verbally or in any other mode which may reasonably be regarded by either Party as confidential regardless of whether these have been explicitly or tacitly identified as being secret or confidential. Any information which was expressly named or marked as being confidential shall in any case be deemed to be Confidential Information in the sense of this Agreement;</li> <li>(c) all of the above information disclosed in connection with the Project whether before or after the date of this Agreement;</li> </ul>
Exchange Student	means the student participating in the Program;
Faculty	means the department or division of a University, which may or may not offer a programme of study;
Home Institution	means the university at which the Exchange Student is enrolled and intends to graduate;
Host Institution	means the university which has agreed to receive the Exchange Student from the Home Institution; and
Intellectual Property	means copyrights, moral rights, related rights, patents, supplementary protection certificates, intellectual property rights, trade names, service marks, design rights, database rights, rights in unfair competition, rights in undisclosed or confidential information (such know-how, trade secrets and inventions (whether patentable or not), and other similar intellectual property rights (whether registered or not) and applications for such rights as may exist anywhere in the world.
Kulliyah	means a faculty, school, centre or institute, which may or may not offer a programme of study;

University Accommodation means residential accommodation which has been built or converted solely by the university for the purpose of being provided to students

- 1.2 Words importing the singular shall include the plural and vice versa, wherever the context so admits.
- 1.3 Words and expressions importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.4 The headings and sub-headings to the Clauses are the convenience of reference only and shall not affect the interpretation and construction thereof.
- 1.5 Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variation and cognate expressions of the word or expression so defined.

## **2. OBLIGATIONS AND RESPONSIBILITIES OF PARTIES**

- 2.1 The scopes of the responsibilities of the Parties for the purpose of the Program are as follows:
  - a) The Host Institution may send up to ..... (..) students per academic semester for the Program to the Home Institution. ... student for one (1) academic year is equivalent to ... (..) students for one (1) academic semester;
  - b) The Exchange Student must return to the Home Institution upon completion of the academic year or academic semester at the Host Institution;
  - c) The Home Institution will select the student for the Program on a basis of academic merit and language proficiency;
  - d) The Host Institution shall reserve the right to make a final decision on the student selected by the Home Institution for the Program;
  - e) Each Exchange Student will enjoy the same rights and privileges as student at the Host Institution and be subjected to the laws and regulations of the Host Institution and its Country;
  - f) To provide each Party with adequate information on the performance of Exchange Student;
  - g) To select a member of staff from each Party to coordinate the Program;
  - h) Each Party reserves the right to dismiss any Exchange Student at any time due to academic or personal misconduct in violation of laws and regulations of the Host Institution its Country. The dismissal of such Exchange Student shall not abrogate the Agreement for the arrangements regarding other Exchange Student; and
  - i) The Exchange Student will be permitted to engage in the other programs organised by the Host Institution to encourage the active interchange of the Exchange Student and to maintain a balance number of Exchange Student over the term of this Agreement.

- 2.2 The Parties shall use their best endeavors to further their mutual interests and, so far as they are able to do, make available to the cooperative activities their expertise, resources and information.
- 2.3 Each Party acknowledges that the resources of each Party will limit the extent of the cooperative activities and the Parties agree to work together to mutually discuss, identify and obtain appropriate financial support for the cooperative activities in connection with this Agreement.

### **3. SELECTION OF THE EXCHANGE STUDENT**

- 3.1 The Program is open to ..... student.
- 3.2 The student for the Program will be selected by the Home Institution on the basis of academic merit and sufficient language proficiency. The Host Institution reserves the right to make a final decision on the student selected by the Home Institution for the Program.
- 3.3 In the event where the Host Institution rejects the selected student for any reason whatsoever, the Home Institution may select other student for consideration by the Host Institution on a condition that such nomination shall be made within ..... (..) months before the Program begin.
- 3.5 The selected student for the Program shall be required to display sufficient proficiency in the language appropriate to the Host Institution to carry out their studies at the Host Institution.

### **4. ELIGIBLE COURSES**

- 4.1 Each Exchange Student will take courses regularly offered at the Host Institution.
- 4.2 The Exchange Student from **Malaysian/Foreign University/Institute/Company** shall register a minimum of ... (..) subjects for a maximum of ... (..) subjects for the long academic semester and a maximum of ... (..) subjects for the short academic semester. In the event where the Exchange Student would like to register more than ... (..) subjects for the long academic semester or more than ... (..) subjects for the short academic semester, the Exchange Student shall get the recommendation from the relevant Kulliyah of IIUM.
- 4.3 The Exchange Student from IIUM shall register a minimum of ... (..) subjects for a maximum of ... (..) subjects for the long academic semester and a maximum of ... (..) subjects for the short academic semester. In the event where the Exchange Student would like to register more than .... (..) subjects for the long academic semester or more than ... (..) subjects for the short academic semester, the Exchange Student shall get the recommendation from the relevant Faculties of **Malaysian/Foreign University/Institute/Company**.
- 4.4 Any academic credit earned at the Host Institution may be transferred back to the Home Institution in accordance with procedures determined by the latter.

### **5. TUITION/PROGRAM/TRAINING FEES**

- 5.1 Each Exchange Student shall pay the tuition fees and any other fees to the Home Institution during attendance at the Host Institution.

- 5.2 The Exchange Student shall not pay any tuition fees to the Host Institution.
- 5.3 Both institutions have sole discretion to charge any fees other than what has been stated in this Agreement if deemed reasonable.

## **6. ACCOMMODATION AND FINANCE**

- 6.1 Both Parties agree to help the Exchange Student to find a relevant accommodation. Accommodation fee for the Exchange Student shall be waived based on reciprocity. This waiver is only applicable for University Accommodation.
- 6.2 The excess number of Exchange Student from the agreed quota mentioned in Clause 2.1(a) and 2.1(b) are not eligible for the Accommodation Fee Waiver. The cost for the accommodation shall be the responsibility of the Exchange Student.
- 6.3 Clause 6.1 and 6.2 is not applicable if both parties agree to charge the Exchange Student for accommodation fee. The accommodation fee shall be the responsibility of the Exchange Student and neither Party shall be held responsible for such costs.
- 6.4 The cost for travel, visa, medical insurance, stamp duty and other subsistence costs shall be the responsibility of the Exchange Student and neither Party shall be held responsible for such costs. The selected student for the Program shall satisfy the Home Institution that they have an adequate funds for the said costs during their enrolment for the Program at the Host Institution.

## **7. INSURANCE**

- 7.1 The Exchange Student attending IIUM is required to purchase adequate medical insurance in accordance with the regulations of Malaysia at their own cost.
- 7.2 The Exchange Student attending **Malaysian/Foreign University/Institute/Company** is required to purchase adequate medical insurance in accordance with the regulations of its Country at their own cost.

## **8. ENTRY INTO EFFECT, DURATION AND TERMINATION**

- 8.1 This Agreement will come into effect on the date of signing and will remain in the effect for a period of .... (..) years.
- 8.2 This Agreement may be extended for a further period as may be agreed in writing by the Parties within .... (..) months prior to its expiration.
- 8.3 Each Party may terminate this Agreement by giving the other Party at least ..... (..) months written notice of that intention provided that any exchanges that are in progress, or agreed to, shall be completed.

## **9. NO AGENCY**

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

## **10. ASSIGNMENT**

10.1 This Agreement shall not be assignable by either Party without the prior written consent of the other Party. Any and all assignments not made in accordance with this Agreement shall be void.

## **11. AMENDMENT**

11.1 No amendment, variation or modification to this Agreement shall be effective unless made in writing and duly signed by the Parties or its duly authorized representatives. It shall form part of this Agreement.

11.2 Such amendment, variation or modification shall come into force on such date as may be determined by the Parties by mutual agreement.

## **12. CONFIDENTIAL INFORMATION**

12.1 Neither of the Parties shall, without the prior written consent of the other Party, disclose any Confidential Information relating to the Project to any third party, and such consent shall not to be unreasonably withheld.

12.2 The provisions of Clause 12.1 above shall not apply to:-

12.2.1 Confidential Information which is or was already known to the receiving party at time of disclosure to it; or

12.2.2 Confidential Information which at the time of disclosure to the receiving party under this Agreement is published or otherwise generally available to the public other than due to default by the receiving party of its obligations hereunder; or

12.2.3 Confidential Information which after disclosure to the receiving party is published or becomes generally available to the public other than through acts or omissions of the receiving party; or

12.2.4 Any request for Confidential Information to satisfy any legal obligations owed to governmental or regulatory bodies.

12.3 This provision shall continue to be binding between the Parties notwithstanding the termination or expiry of this Agreement.

## **13. PERSONAL DATA PROTECTION**

13.1 During the course of dealings between the Parties and in connection with the performance of this Agreement, the Parties acknowledge that they need to process Personal Data (as defined under the

Personal Data Protection Act 2010) belonging to or supplied by each Party from time to time by electronic or paper-based means.

- 13.2 By entering into this Agreement, the Parties expressly and explicitly acknowledge and consent to the processing of such Personal Data by each Party for the purpose of performance of this Agreement and for all other purposes that are necessary, incidental or related to the performance of this Agreement. This includes:
- (a) processing of such Personal Data within and, where necessary, outside Malaysia;
  - (b) transfer and disclosure of such Personal Data to third parties authorised by each Party within and, where necessary, outside Malaysia, provided that these third parties in turn undertake to keep such Personal Data confidential; and
  - (c) transfer and disclosure of such Personal Data to any persons, authorities or regulators to whom the Parties are compelled, permitted or required under the law to disclose to.

For the purpose of this provision, the term “third parties” includes but is not limited to each Party’s related companies, vendors, suppliers, business partners, professional advisers, agents, contractors, third party service providers, insurance companies, banks and financial institutions.

- 13.3 To the extent that a Party has disclosed the Personal Data of its employees, agents or other third parties to the other Party, the disclosing Party warrants and represents that it has obtained the relevant individual's consent to disclose such Personal Data to the other Party in accordance with this Article and for the purpose of the performance of this Agreement, and for all other purposes that are necessary, incidental or related to the performance of this Agreement.
- 13.4 The Parties warrant and represent that all Personal Data disclosed or to be disclosed to the other Party is accurate and complete, and that none of it is misleading or out of date as of the date of disclosure. The Parties shall promptly update each Party in the event of any change to such Personal Data.

## **14. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 14.1 The protection of Intellectual Property rights shall be enforced in conformity with the national laws, rules and regulations and with other international agreements signed by the Parties.
- 14.2 The use of the name, acronym, logo, official emblem, trade mark (or any variation thereof) or Intellectual Property that is or are identified with or belongs to of one Party by the other on any publications, document, paper, audio and/or visual presentation, or for publicity purposes is prohibited without the prior written approval of the other Party.
- 14.3 The Parties agree that neither Party shall gain by virtue of this Agreement any rights of ownership or any other interest, right, or title of copyrights, patents, trade secrets, trade marks, or any other Intellectual Property rights owned by the other Party.

## **15. PROHIBITION OF CORRUPT PRACTISES**

- 15.1 Conflict of Interest



15.1.1 Neither **Malaysian/Foreign University/Institute/Company** nor any of its representatives shall give to, or receive from, IIUM or its representatives any commission, fee, rebate, or any gift or entertainment of value in connection with this Agreement.

15.1.2 **Malaysian/Foreign University/Institute/Company** shall:

- (a) Promptly notify IIUM of any violation of this clause; and
- (b) Repay or credit to IIUM any consideration received as a result of such violation.

15.1.3 In addition to the rights IIUM has under this Agreement, if any violation of this Clause occurring prior to the date of this Agreement resulted directly or indirectly in IIUM's entering into this Agreement, IIUM may at its option terminate this Agreement at any time and (despite any other provision of this Agreement) pay no compensation or reimbursement to **Malaysian/Foreign University/Institute/Company** whatsoever after the date of termination.

## 15.2 Anti-Corruption

15.2.1 Each Party shall:

- (a) comply with all applicable laws relating to anti-corruption including but not limited to regulations of the Malaysian Anti-Corruption Commission Act 2009, in connection with its conduct under this Agreement;
- (b) have and shall maintain in place throughout the term of the Agreement its own policies and procedures, to ensure compliance with the laws and will enforce them where appropriate; and
- (c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Agreement.

15.2.2 Each Party shall ensure that any associate (as defined in Section 3 of the Malaysian Anti-Corruption Commission Act 2009) (hereinafter referred to as "Associate") who it involves in the performance of any obligations under this Agreement and/or the provision of support services does so only on the basis of a written agreement which imposes on and secures from such Associate terms equivalent to those imposed on the Parties under this Clause 15.2. The Parties shall be responsible for the observance and performance by such Associate of such terms, and shall be liable to the other Parties for any breach by such Associate of any such terms.

15.2.3 The Parties acknowledge and agree that any breach of this Clause 15.2 (however trivial) shall be deemed to be an irremediable material breach of this Agreement.

## 16. FORCE MAJEURE

16.1 Neither Party shall be liable for any failure to perform its obligations under this Agreement if the failure results from events beyond the reasonable control of either Party. For the purpose of this Agreement, such events shall include, but not necessarily be limited to, strikes, lock-outs, civil disturbances, wars, embargoes, acts of God, or other catastrophes.

- 16.2 The respective obligations of either Party hereunder shall be suspended during the time and to the extent that such party is prevented from complying therewith by a Force Majeure event provided that such Party shall have given immediate written notice thereof, specifying the nature and details of such event and the probable extent of the delay to the other Party.
- 16.3 In case of a Force Majeure event the time for performance required by either Party under this Agreement shall be extended for any period during which the performance is prevented by the event but shall not exceed sixty (60) days. In the event the delay exceeds sixty (60) days, the other Party may terminate this Agreement by notice in writing.

**17. LIABILITY AND INDEMNITY**

- 17.1 Each Party shall not be liable to the other Parties for any loss nor damage arising from its failure to perform work on time or within estimated costs, provided that the said Party has used its reasonable endeavors in all respects.
- 17.2 Each Party shall indemnify the other Parties, within the limits set out in this Clause 17, in respect of liability resulting from the negligence or wilful default of itself, its employees or its representatives in carrying out the Program provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages, including but not limited to loss of profit, revenue, contracts or the like, where such losses are indirect losses.
- 17.3 The Parties shall ensure that all obligations provided to other Parties in relation to this Agreement are provided with the due care, diligence and skill reasonably expected of professional persons providing services of the kind described. The Parties makes no other warranty or assurances with respect to the services carried out in relation to this Agreement, or to its quality, accuracy or suitability for any purpose.

**18. NOTICE**

- 18.1 Any notice, approval or request required or permitted to be given or made under this Agreement shall be in writing and in English Language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, prepaid registered post, international express mail service, facsimile or email to the Party to which is required to be given or made at such Party’s address specified below, or at such other address as either Party may specify in writing.

To **IIUM:**

Relevant office/kulliyyah and its address  
 International Islamic University Malaysia  
 .....  
 .....  
 Tel: + 60 xxx xxxx  
 Fax: + 60 xxx xxxx  
 Email:  
 Attn:

To **Malaysian/Foreign University/Institute/ Company:**

Relevant office its address  
 .....

.....  
Tel: + xxx xxxx  
Fax: + xxx xxxx  
Email:  
Attn:

18.2 Any notice sent by facsimile or email in which case it will be deemed served when the sender's fax machine issues a transmission report showing that all pages were successfully transmitted to the recipient's fax number, or the sender receives confirmation that the email was delivered to the recipient's address. Notices delivered by international express mail service will be deemed to have been received on the ten (10) business days after it is posted. Where any notice is served on a day that is not a business day, the notice will be deemed served on the following business day.

**19. ENTIRE AGREEMENT**

19.1 Unless otherwise expressly specified, this Agreement embodies the entire understanding between IIUM and **Malaysian/Foreign University/Institute/Company** in respect of the Program and any prior or contemporaneous representations, either oral or written, are hereby superseded.

**20. GENERAL**

20.1 Any delay or failure on the part of either Party herein to exercise any of its rights under this Agreement for a breach thereof shall not be deemed or construed to be a waiver of such rights, nor shall the same be deemed or construed to be a waiver of any subsequent breach, either of the same provision or otherwise.

20.2 The Parties shall co-operate with each other and execute and deliver to the other such instruments and documents and take such other action as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Agreement.

20.3 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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

20.4 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

20.5 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the parties through diplomatic channels, without reference to any third party or international tribunal.

20.6 In the event that any term condition or provision of this Agreement is held to be a violation of any applicable law statute or regulation the same shall be deemed to be severed from the remaining terms, conditions and provisions and shall be of no force and effect and this Agreement shall continue in full force and effect as if such term condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion the Parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

20.7 This Agreement is prepared in English language and two (2) original copies of this Agreement are

produced. Both copies are authentic. As witness to their consent to this Agreement, the appropriate authorities hereunto provide their signatures.

20.8 Time wherever mentioned shall be the essence of this Agreement.

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*[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*

IN WITNESS HEREOF, the Parties have executed this Agreement the day and year written above.

For and on behalf of  
**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA**

Signed by:

Full Name: **DZULKIFLI ABDUL RAZAK, PROF.** )

**EMERITUS TAN SRI DATO'** )

Designation: Rector )

) .....  
*Signature*

In the presence of:

Full Name: ..... )

Designation: ..... )

) .....  
*Signature*

For and on behalf of

**FULL NAME OF THE MALAYSIAN/FOREIGN UNIVERSITY/INSTITUTE/COMPANY**

Signed by:

Full Name: ..... )

Designation: ..... )

) .....  
*Signature*

In the presence of:

Full Name: ..... )

Designation: ..... )

) .....  
*Signature*