



# COOPERATION AGREEMENT between UNIVERSITAS BRAWIJAYA (UB), INDONESIA and UNIVERSITEIT ANTWERPEN (UAntwerp), BELGIUM

Universitas Brawijaya, located at Jl. Vetera, Malang, East Java, Indonesia, represented by the Vice Rector IV, Professor Prof. Dr. Ir. **Moch. Sasmito Djati**, M.S. hereafter referred to as UB and Universiteit Antwerpen, located at Prinsstraat 13, 2000 Antwerpen, Belgium, represented by the ViceRector, Professor Dr. **Filip Lardon**, who entrust the execution of this agreement to its – Faculty of Business and Economics, agree to establish the present Cooperation Agreement in compliance with the current legal regulation. The parties agree upon the following:

# **SECTION I - Object**

Promoting academic exchange between Universitas Brawijaya (UB) Faculty of Economics and Business and Universiteit Antwerpen (UAntwerp) Faculty of Business and Economics.

# SECTION II - Conditions for academic student exchange

**1.** The student exchange applies to students in the Faculty of Economics and Business UB and Faculty of Business and Economics, Universiteit Antwerpen.

Each institution will select and guide according to their own criteria, students wishing to engage in the exchange program at the partner institution. In turn, the Host Institution will receive the applications within the established deadline and submit them to their respective departments for review and decision on final acceptance.

**2.** Each Party will designate 2 (two) students per year to participate in the exchange program. To promote the balance in number of students exchanged by the end of this Agreement, the number of students designated yearly may vary, after review and negotiation between the institutions. Each student will be allowed a maximum of two semesters of exchange, consecutive or not.

**3.** The Host Institution will send a Letter of Acceptance to the students who have their applications approved. This letter must be sent in a timely manner for the students to obtain the appropriate visa before leaving their country of origin. No student may be enrolled at the host institution without the proper visa.

**4.** The Host Institution will provide academic advising, and relevant information throughout the duration of the exchange. A certificate of academic achievement of exchange students will be provided at the end of the courses taken at the host institution, so credits can be validated in their institution of origin.

5. The host institution will help the exchange students to find housing. However, housing will not necessarily be provided by the host institution.

# SECTION III – Students' rights and responsibilities

The students selected to participate in this program will have the same rights and responsibilities as those which apply to the students of the Host Institution, being applicable the current laws and regulations and can be subject to stipulated penalties for failure to comply. The Origin Institution must be notified in case any of its students fail to comply with the applicable laws and regulations.

# SECTION IV - Conditions to the exchange of faculty, researchers, and administrative staff

1. To further strengthen the relations between the parties, improve the theoretical knowledge and practical procedures of each institution, and promote training, both institutions agree to provide the exchange of faculty, researchers, and administrative staff. Participants may be selected by the home institution or invited by the host institution.

2. The resources for financing the exchange of faculty, researchers, and administrative staff may be provided by funding agencies in the country of origin or host country.

### SECTION V – Financial responsibility

Exchange applicants, whether students, faculty, researchers, or administrative staff, will be responsible for all costs related to the exchange, such as visa, passport, tickets, accommodation, transportation, and room and board, whether or not they receive any kind of grant or financial support.

#### SECTION VI – Health insurance

Exchange applicants, whether students, faculty, researchers, or administrative staff, should buy insurance as required by the host university, valid in the country of destination for the entire period of mobility.

#### **SECTION VII - Waiver of fees**

Students, faculty, and researchers in exchange shall not pay fees at the host institution, with exception of fees for extension activities, extracurricular courses, or any other non-regular activities in the Host Institution. The fees of the Institution of origin, if any, shall be paid according to its policies and regulations.

### SECTION VIII – Supervision

Supervision of this Agreement shall be designated to the units of International Relations of each institution.

### SECTION IX. Applicable law

The interpretation of this Agreement and the adjudication of any claim or dispute arising there from, shall be in accordance with the Laws of the country of the defending party and each and every cause of action shall be regarded as having arisen within the jurisdiction of the Courts of the country of the defending party.

### **SECTION X Data protection**

The partner institutions shall observe the European and national data protection regulations applicable to it in each case. They process the personal data necessary for the execution of this agreement under their own responsibility and decide on the means and purposes independently of each other.

The partner institutions undertake to process the personal data regarding the exchange student which they receive from each other exclusively for the purpose of the registration of the exchange student within the exchange program.

Partner Institutions hereby declare that they will exchange a.o. the following personal data of the exchange student: Name, sex, email address, date of birth, nationality, study domain and achieved study results.

The partner institutions shall not retain the received personal data for a longer period than strictly necessary for the administration purposes or for such period whereto they are legally obliged to retain said data. The partner institutions undertake to process the data within a technical safe environment considering technical and organisational measures to safeguard the safety of the data. In the event whereby partner institutions are dealing with a data breach, each partner institution undertakes to inform the other partner institution within a delay of twenty-four hours as from the moment each of them took notice of the data breach through e-mail.

- UAntwerpen: privacy@uantwerpen.be
- UB: feb@ub.ac.id

Partner institutions furthermore undertake to comply with the data protection safeguards as foreseen in article 8 of the Standard Contractual Clauses as adopted by the European Commission-Commission Implementation Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council. Module 1: Transfer Controller to Controller. The Commission Implementation Decision is hereby included in **Annex 1**.

# SECTION XI - Renewal, Amendment and Termination

This Agreement shall remain in force for a period of five (5) years from the date of the last signature, on the understanding that it may be terminated by either party giving six months' written notice to the other party. Notwithstanding any such termination, all commitments already made in respect of particular Exchange Students shall be carried out until completion. The Agreement may be extended by mutual consent of two parties.

At UB, supervision will be assigned to	At UAntwerp, supervision will be assigned to
Dean Secretary Office	International Relations Office
Phone: +62341555000	Phone: +32 3 265 49 80
E-mail: feb@ub.ac.id	E-mail: agreements@uantwerpen.be

This Agreement will be signed in counterparts of identical form and content. Each institution must have an original document.

Malang, 17 / 12

Prof. Dr. Ir. Moch. Sasmito Djati, M.S. Vice Rector of Planning and Cooperation

Abdul Ghofar, SE.,M.Si., DBA.,Ak Dean Faculty of Economics and Business

Antwerp, 26 JAN. 2022 Universiteit Antworpen UNIVERSITY OF ANTWERP

Professor Dr. Filip Lardon Vice Rector of UAntwerpen

The A

Professor Dr. Koen Vandenbempt Dean of Faculty of Business and Economics



Annex 1: Standard Contractual Clauses