



AGREEMENT FOR STUDY ABROAD

Between

LINCOLN UNIVERSITY (LU)

AND

UNIVERSITAS BRAWIJAYA (UB)

(The Parties)

No: 2024/FEB/MOA/002

Schedule Title: LU/ UB Study Abroad Programme

1. Preamble

- 1.1 This schedule will form part of the Memorandum of Understanding between LU and UB.
- 1.2 The Parties wish to establish a Study Abroad Programme to facilitate the opportunity for UB students to study for at least one semester of study at LU.
- 1.3 This schedule records the agreement of UB and LU relating to the establishment of a Study Abroad Programme.

2. Term

- 2.1 This Study Abroad Programme Agreement will be for a period of five years from the date that the last party signs this Agreement, and after the initial 5 year term (or renewed term) it may be renewed by agreement between both parties in writing after completing a review of the terms.

3. Student Study Abroad Programme

- 3.1 Eligible students for the Study Abroad Programme will be recommended and then nominated by UB. Each Party will review the academic records of the students in a final determination of eligibility for nomination to the study abroad programme.
- 3.2 Eligible students for the Study Abroad Programme must meet the academic and language proficiency requirements set by LU.

4. Student Enrolment, Attendance and Assessment

- 4.1 The Study Abroad Programme students while attending LU will be formally enrolled at LU and will be assigned a LU Staff Advisor.
- 4.2 It will be the student's responsibility to have LU's courses approved by UB if they wish to seek credits towards their UB degree. LU will assist students by providing access to course curriculum to FEB UB International Relations Office for course mapping.
- 4.3 LU will provide to UB an academic transcript of courses studied their nominated student/s within one month of the completion of the semester.

5. Fees and Other Expenses

- 5.1 LU will set partner tuition fees and related expenses for study abroad programme students annually, and such fees are subject to changes in keeping with LU's international tuition fees' increases.
- 5.2 Payment of tuition and other agreed programme fees (insurance and student levy) will be made directly by the student to LU.
- 5.3 Payment should be made once the student receives the offer of place or no later than 6 weeks before the start of the semester to ensure sufficient time to apply for a student visa.
- 5.4 Students will be solely responsible for their own living and travel costs while studying at LU.

6. Accommodation

- 6.1 LU shall use reasonable endeavors to assist the Study Abroad Programme students in finding housing in halls of residence or alternative accommodation as may be necessary. For the avoidance of doubt, university accommodation is not guaranteed at LU and is subject to availability, entry and acceptance criteria from time to time.

7. Insurance

- 7.1 All Study Abroad students will be required to be covered by comprehensive personal health (including hospitalisation) insurance for the entire study period.
- 7.2 All incoming Study Abroad students will be automatically enrolled in LU's Student Safe Insurance at their cost, unless the student already holds an equivalent insurance policy acceptable to LU.

8. Indemnification

- 8.1 Subject to clause 8.5, each party (**Indemnifying Party**) shall indemnify and hold harmless the other, its officers, agents, and employees (**Indemnified Party**) for any and all liability, damages and cost attributable to the negligent acts or omissions of the indemnifying party, its officers, agents, and employees while acting in the scope of their employment, and in furtherance of activities described in this agreement.
- 8.2 The Indemnifying Party shall not be liable under the indemnities referred to in Clause 8.1 to the extent that a claim or loss is caused or directly and materially contributed to by a default of the Indemnified Party.
- 8.3 Neither Party excludes or limits liability to the other Party for:
 - 8.3.1 fraud or fraudulent misrepresentation.

8.3.2 death or personal injury caused by negligence.

8.3.3 any matter for which it would be unlawful for the Parties to exclude liability.

8.4 Subject to clause 8.3, neither Party shall be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for

8.4.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill.

8.4.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

8.4.3 any loss of liability (whether direct or indirect) under or in relation to any other contract.

8.5 Each Party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to \$NZL 1,000,000.

8.6 Under no circumstances will either Party be liable for any loss or damage arising out of or resulting from the activities solely of a student, including but not limited to loss or damage to the property or personnel of the Parties.

9. Term, Variation and Termination

9.1 The agreement may be modified by mutual written agreement.

9.2 The agreement may be terminated by either Party with notification to the other Party six (6) months prior to the effective date of termination.

9.3 In the event of the agreement being terminated, exchange students shall be permitted to complete the period of study for which they are enrolled.

10. Programme Management

10.1 The Contact Party for UB will be the International Relations Office, Faculty of Economics and Business.

10.2 The Contact Party for LU will be the International Office.

11. Data protection

11.1 Each party shall comply with the obligations that apply to it under the applicable data protection laws in the relevant country of operation.

11.2 Neither party shall transfer personal information (as defined in the Privacy Act 1993 or any other applicable data protection laws) outside of the country in which its university operates unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that New Zealand has decided provides adequate protection for personal data (e.g., the European Union), to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the New Zealand Privacy Commissioner.

- 11.3 Each party shall ensure that any person it authorises to process the personal information (an Authorised Person) shall protect the personal information in accordance with that parties confidentiality obligations under this Agreement.
- 11.4 Each Party shall implement technical and organisational measures, to protect the personal information: (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**").
- 11.5 Each Party shall provide reasonable and timely assistance to the other Party (at the other Party's expense) to enable the Other Party to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the personal data. In the event that any such request, correspondence, enquiry or complaint is made directly to a Party, that Party shall promptly inform the other Party providing full details of the same.
- 11.6 If a Party becomes aware of a confirmed Security Incident, they shall inform the other Party without undue delay and shall provide reasonable information and cooperation to the other Party so that the other Party can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Each party shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep the other Party informed of all material developments in connection with the Security Incident.
- 11.7 Upon termination or expiry of the Agreement, each Party will, on the other Party's explicit request, delete or return the personal information in its possession or control (in a manner and form decided by the other Party, acting reasonably). This requirement shall not apply to the extent that that a Party is required by applicable law to retain some or all of the personal information, or to data it has archived on back-up systems.

12. Confidentiality

- 12.1 The parties acknowledge that in the course of the Study Abroad Programme each of them (or their affiliates) may acquire confidential information in relation to the business and affairs of another party or another party's business (**Confidential Information**). Where a party comes into possession of such Confidential Information, then:
- 12.1.1 that party and its respective employees may use such Confidential Information to the extent necessary to enable that party to fulfil its obligations under this Agreement; and
- 12.1.2 that party and its respective employees shall not disclose such Confidential Information to any third party without the specific prior written consent of the party or parties in respect of whom the confidential information relates, unless required to do so by law or where the Confidential Information becomes public knowledge (other than as a result of a breach of this clause by the relevant party).

13. Marketing

- 13.1 Each Party grants to the other during the term of this Agreement, a non-exclusive, non-transferable, non-assignable, royalty-free license to use its trademarks and logo solely for the purposes of performing its obligations under this Agreement.
- 13.2 Any materials created by a Party bearing the other Party's name and/ or logo shall be subject to prior written approval of that other Party and the Party shall comply with all reasonable instructions of the other Party in relation to the manner in which the logos and trademarks are displayed.

14. Dispute resolution

14.1 Any dispute shall first be referred to mediation. The mediator(s) appointed shall be independent directors within the parties who are not involved in the running of this project. Unresolved disputes shall be referred to arbitration in accordance with the Arbitration Act 1996. This Agreement binds the Subcontractor to be a party to any arbitration brought under the Head Agreement. Either party may request the president of the Arbitrators and Mediators Institute of New Zealand to appoint an arbitrator. The place of arbitration shall be Christchurch. The parties agree to be bound by the decision of the arbitrator subject only to appeals in relation to questions of law. Nothing in this clause will prevent any party from taking immediate steps to seek urgent interlocutory relief before an appropriate Court.

15. General

15.1 Nothing in this Agreement is intended to confer a benefit on any third party for the purposes of Part 2, Subpart 1 of the Contract and Commercial Law Act 2017.

15.2 No Party may assign any part of this Agreement without the prior written consent of the other party.

15.3 This Agreement (including the appendices and schedules) and any MoU between the parties represents and constitutes the entire agreement between the parties and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or agreements wither written or oral. This Agreement may be amended only by written instrument signed by each party.

15.4 This Agreement may be executed and exchanged in any number of counterparts (including copies, facsimile copies and scanned email copies) each of which is to be deemed an original, but all of which together are to constitute a binding and enforceable agreement between the parties.

15.5 This Agreement shall be governed by and construed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

Representative of Lincoln University

Professor Grant Edwards
Vice-Chancellor

Signature: _____

Date: _____

6 April 2023

Representative of Universitas Brawijaya

Prof. Widodo S.Si., M.Si., Ph.D. Med.Sc
Rector

Signature: _____

Date: _____

25 JANUARY 2024