



اَلوَيْتُوْا سِيْقِيْ تِيْكَوْ لُوْ كِيْ مَارَا
UNIVERSITI
TEKNOLOGI
MARA



STAFF AND STUDENTS EXCHANGE AGREEMENT

BETWEEN

UNIVERSITI TEKNOLOGI MARA, MALAYSIA

As represented by Faculty of Administrative Science and Policy Studies

AND

UNIVERSITY OF SARAJEVO, BOSNIA AND HERZEGOVINA

As represented by Faculty of Political Sciences

This **STAFF AND STUDENTS EXCHANGE AGREEMENT** (hereinafter referred to as "Agreement") is executed on this ___ day of _____, 2022.

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "UiTM"), an institution of higher learning established under the Universiti Teknologi MARA Act 1976 whose address is at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITY OF SARAJEVO (hereinafter referred to as "UoS"), a public university whose address is at Obala Kulina bana 7/II, 71000 Sarajevo, Bosnia Herzegovina and shall include its lawful representatives and permitted assigns;

(UiTM and UOS hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

- A. UiTM is an established university with excellent track record in education and research, with collaborative arrangements with many international counterparts.
- B. UoS is an established university that strives to carry out the noble mission of educating able, creative and internationally competent staff in all areas of interest for Bosnia and Herzegovina through teaching and research.
- C. Both Parties acknowledge the importance of educational exchange programmes to the intellectual development of their staff and students and to the fostering of closer links between centres of higher learning.
- D. Both Parties are desirous of developing and implementing students and staff exchange programmes between their respective institutions upon the terms as contained herein.
- E. Both Parties agree that the Faculty of Administrative Science and Policy Studies of UiTM and the Faculty of Political Sciences of UoS shall act as the representatives of the respective Parties for the purpose of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

In this Agreement the following terms have the following meanings:

- a) The "Home Institution" is the university in which the staff or student who participates in the Exchange Program is originally enrolled.
- b) The "Host Institution" is the university to which the exchange staff or student is attached for the duration of the Exchange Program
- c) "Exchange Staff" or "Exchange Student" is the staff or student who participates in the Exchange Program.

- d) "Academic year" shall refer to the period relevant to the Host Institution.

2. STAFF EXCHANGE

2.1 Exchange of Lecturers and Researchers

- a) Within the limit of their means and after taking account of the development of the programmes, the Parties shall undertake exchange of lecturers and researchers for short and medium term assignments.
- b) The number of these assignments shall be set according to the needs expressed.
- c) Both Parties shall share their experiences and communicate results of their research through joint organization of training, colloquium and conferences between the two institutions.

2.2 Recommending Candidates

Both Parties shall inform each other and their staff about the other Party's higher education programmes especially in the fields of administrative science, policy studies, and political sciences, and recommend suitable candidates for the programmes.

2.3 Lecturing and Supervision of Research Assignments

- a) Subject to the availability of funds and on terms and conditions to be agreed upon, both Parties pledge to assign professors/lecturers to undertake lecturing and supervision of research assignments at each other's institution.
- b) The number and duration of these assignments shall be determined by the Parties.

2.4 Assistance

Both Parties shall endeavour to provide all necessary assistance and give direction to the joint research work by their staff.

2.5 Long Distance Training

The Parties shall explore possibilities of long distance consultation between their lecturers and specialists on the basis of an agreed research programme based on opportunities offered by the new information and communication technologies.

2.6 Joint Documentation and Publications

Both Parties pledge to exchange research and lecturing documents, as well as their joint scientific publications subject to arrangement on copyright protection.

2.7 Reception of Lecturers under Sponsorship

The Parties shall facilitate the reception and stay of lecturers according to arrangements approved by both regulatory authorities. In particular, both Parties shall recommend to their respective Authorities the candidacy of lecturers from each other's institution who wishes to

register for agreed academic programmes, short-term practical training courses, attachments, secondment, fellowship or any other programme of study, teaching or research.

2.8 Joint Research

- a) Any research will have to obtain an approval from the Research Ethics Committee of UiTM and/or UoS prior to data collection of the research.
- b) The Parties shall endeavour to set up joint scientific research teams and implement joint research programmes in specific areas, including field survey.

2.9 Financial Arrangements

- a) The Parties shall do their utmost to raise the financial means necessary for the implementation of the present Agreement through grants made available by the respective regulatory authorities, as well as by other national and international sponsoring bodies.
- b) All expenses relating to an exchange staff shall be borne by the Home Institution and the Host Institution shall not be liable for any salaries or allowances or expenses for air travel, immigration charges, internal transport, accommodation, food, medical fees, insurance and living expenses.

2. STUDENT EXCHANGE

2.1 Duration of Exchange

The period of stay of each exchange student at the Host Institution shall not exceed one (1) academic year.

2.2 Selection of Exchange Students at the Home Institution:

The home institution shall be responsible for selecting candidates for exchange students. Exchange students shall be full-time students at the Home Institution.

2.3 Admission Procedures:

The Home Institution shall send a list of the exchange students nominated, their applications, and other documents required to the Host Institution by the deadline set forth each year by the Host Institution. The Host Institution shall have the right to make the final decision on the admission of each candidate based on its admission policies, rules and regulations set forth officially. The Host Institution shall inform the Home Institution of its final decision on each proposed admission as soon as possible.

2.4 Cost of exchange

The registration and tuition fees of the exchange student shall be waived by the Host Institution. However, all expenses for food, accommodation, transportation, health insurance, safety insurance, miscellaneous costs, and also the language course fees as well as other costs for the duration of the exchange shall not be borne by the Host Institution.

2.5 Use of Facilities and Services

The Host Institution shall grant exchange students access to its facilities and services normally available to its own students.

3. FINANCIAL ARRANGEMENTS

- 3.1 Both Parties agree that all financial and monetary arrangements arising from this Agreement shall be discussed further amongst the Parties and subject to approval by authorized representatives of both Parties.
- 3.2 The term of all financial and monetary arrangements shall be recorded and detailed out separately as and when the need arises.
- 3.3 Each Party does not have the legal authority to bind or commit the other financially in the absence of a formal agreement and recorded arrangement, such as letters of correspondence and minutes of meeting.
- 3.4 Unless otherwise stated or expressly agreed to the contrary, each Party shall pay its own expenses in the performance of its responsibilities under this Agreement.

4. OBLIGATION OF THE EXCHANGE STUDENT AND THE EXCHANGE STAFF

- 4.1 Exchange staff or exchange student shall observe the rules and regulations set forth by the host institution as well as the immigration laws, civil laws, criminal laws, and the regulations of the country of the Host Institution.
- 4.2 Exchange staff or exchange student shall have health insurance and liability insurance as designated by the Host Institution.
- 4.3 Each Party reserves the right to expel any exchange staff or exchange student at any time for academic or personal misconduct in violation of the rules and regulations of its institution. Such expulsion shall first be discussed and agreed upon by both Parties.
- 4.4 Upon completion of the exchange at the Host Institution, the exchange staff or exchange student shall return to the home country without any delay or fail. No extension of stay shall be permitted without explicit authorization of both Parties.

5. COORDINATOR

Each Party agrees to appoint a Coordinator for the administration of the exchange programme. The coordinator shall serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place and for the general welfare of the exchange staff and students.

6. ANNUAL TRACK REPORTS

The Parties shall consult each other whenever they deem fit. Every year, the Parties shall each produce annual track report and shall set details of the cooperation programme for the following year. The deadline for each annual report is 15th of December. Annual reports shall be signed by the respective Party. The annual track report shall be communicated by each Party to their respective regulatory authorities.

7. VALIDITY

The Agreement shall enter into force after signature by both parties and shall, subject to Article 8, remain in force for a period of **three (3) years** subsequent to which it may be renewed on terms and conditions to be agreed upon.

8. TERMINATION

This Agreement can be terminated by either Party by giving six (6) month's written notice provided that the termination shall not affect any ongoing academic programmes till the end of the academic year for that programme.

9. DISPUTE RESOLUTION

The Parties agree that all disputes arising pursuant to this Agreement shall be resolved by way of negotiations and discussion and with a view to an amicable settlement and mutual benefit of both Parties. Any negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the parties and with other international agreements signed by both Parties.
- 10.2 This Agreement shall not be constructed as any transfer, assignment or infringement of any intellectual property rights between the Parties.
- 10.3 The use of the name, logo and/or official emblem of any of the parties on any publications, document and/or paper is prohibited without the prior written approval of the party.
- 10.4 The intellectual property rights in respect of any development, and any product and service development, were obtained:
 - (i) jointly by the Parties or if the research results were obtained through the joint activity or effort of the Parties, then these shall be jointly owned by the Parties in accordance with terms to be mutually agreed upon; or
 - (ii) solely and separately by a party or if the research results were obtained through the sole and separate effort of the party, then these shall be solely owned by the Party concerned.

11. NOTICES

Any communication under this Agreement will be written in English and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of either UiTM or UOS, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either PARTY may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : Universiti Teknologi MARA
Address : Faculty of Administrative Science & Policy Studies, Universiti Teknologi
MARA,40450, Shah Alam, Selangor, Malaysia
Attn to : Dean
Phone/Fax : +603-55442024/ +603-55442223
E-mail : ahmad7243@uitm.edu.my

To : University of Sarajevo, Bosnia and Herzegovina
Address : Faculty of Political Sciences, University of Sarajevo, Skenderija 72, 7100
Sarajevo, Bosnia and Herzegovina
Attn to : Dean
Phone/Fax : +387 33 203 562 / +387 33 668 884
E-mail : dekanat@fpn.unsa.ba

12. CONFIDENTIALITY

12.1 Each Party shall observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Agreement or any other agreements made pursuant to this Agreement.

12.2 For purposes of Sub-Article 12.1 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of this Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

12.3 Both Parties agree that the provisions of this Article shall continue to have effect between the Parties notwithstanding the termination of this Agreement.

13. FORCE MAJEURE

Both Parties shall not be held liable for delays or failures to perform that result from events or circumstances beyond the reasonable control of either Party and in particular, any failure by either to carry out its obligations as set out in this Agreement. Such events or circumstances include, but not limited to riots, civil commotions, wars (declared or not), hostilities between nations, laws, governmental orders or regulations, embargoes, earthquakes, storm, fires, explosions, strikes, sabotage, accidents, act of terrorism; provided that the impeded Party shall promptly inform the other Party not so impeded of the detail of such cause and both Parties shall discuss way of resolving the Force Majeure Event.

14. SUSPENSION

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 through diplomatic channels.

15. RELATIONSHIP OF THE PARTIES

No provision of this Agreement is to be construed as creating a partnership or fiduciary relationship between the Parties hereto. No provision of this Agreement is deemed to constitute either Party as the legal representative or agent of the other for any purpose whatsoever. Neither Party shall have any right or authority to assume, create or incur any liability nor obligation of any kind expressed or implied against in the name or on behalf of the other Party except as otherwise expressly provided herein or as may otherwise be agreed in writing by the Parties.

16. RATIFICATION

This Agreement is subject to ratification by the regulatory authorities of the Parties and is to be constructed as subject to all the laws of the land in the countries of the Parties.

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IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Agreement.

Signed by
for and on behalf of
UNIVERSITI TEKNOLOGI MARA

Signed by
for and on behalf of
UNIVERSITY OF SARAJEVO



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**ASSOC. PROF DR. NOR HAFIZAH
MOHAMED HARITH**
Dean
Faculty of Administrative Sciences & Policy
Studies

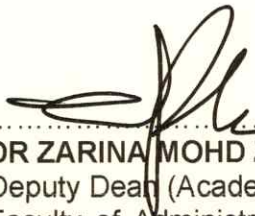


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PROF. DR. SEAD TURČALO
Dean
Faculty of Political Sciences

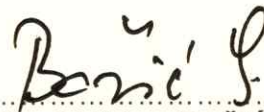


Witnessed by:

Witnessed by:



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DR ZARINA MOHD ZAIN
Deputy Dean (Academics)
Faculty of Administrative Sciences & Policy
Studies



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DR. SANELA BAŠIĆ
Vice-Dean
Faculty of Political Sciences