



**EXCHANGE AGREEMENT
BETWEEN
UNIVERSITAS AIRLANGGA, INDONESIA**



**ARISTOTLE
UNIVERSITY OF
THESSALONIKI**

**AND
ARISTOTLE UNIVERSITY OF THESSALONIKI, GREECE**

THIS AGREEMENT ("Agreement") is made:

BETWEEN

UNIVERSITAS AIRLANGGA, INDONESIA, a public institution of higher education under Statute of Universitas Airlangga, represented by Prof. Dr. Mohammad Nasih, as Rector, appointed under Decree of the Board of Trustees of Universitas Airlangga No.3/UN3.MWA/K/2020 dated 16 July 2020, for and on behalf of Universitas Airlangga, of which the address is Campus C Mulyorejo, Surabaya, Jawa Timur, Indonesia 60115 ("UNAIR"), and shall include its lawful representatives and permitted assigns,

AND

ARISTOTLE UNIVERSITY OF THESSALONIKI, GREECE, represented by Professor Dimitrios S. Koveos, as Rector, appointed under Official Government Gazette 432/r.YOΔΔ/05-07-2019, for and on behalf of Aristotle University of Thessaloniki of which the address is University Campus, 54124, Thessaloniki ("AUTH"), and shall include its lawful representatives and permitted assigns.

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

This Agreement 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 covering the following fields:

- A. student exchange,
- B. staff exchange,
- C. organising scientific seminars or conferences,
- D. joint research,
- E. joint curriculum or program development,
- 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 Agreement 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

Agreement 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 Agreement and/or of any other written agreement, in respect of any ongoing programme and cooperative work under this Agreement 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 Agreement. Such revision, modification or amendment will be made into an Addendum of Agreement and will be submitted as part of this Agreement.
- 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 Agreement 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 Agreement altogether, the Parties, in good faith and for the sole purpose of this Agreement, 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 Agreement 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 Agreement, 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 Agreement, unless said data and/or information has already been registered in public domain prior to this Agreement.

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 AUTH'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 Agreement, 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 annually nominate up to two (2) applicants for a semester each from its institution for the Exchange Programme, unless otherwise mutually agreed.
- 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 of the student's work to the appropriate officer of the Home University.

ARTICLE 8 STAFF EXCHANGE PROCEDURE

- 1) For the staff exchange programme, the Contracting Parties shall exchange physically up to two (2) academic staff members annually, for up to fourteen (14) days each.
- 2) Further procedure regarding staff exchange shall be detailed depending on which academic staff exchange programme the staff is going to be enrolled in.

ARTICLE 9 FINANCIAL ARRANGEMENTS

- 1) UNAIR students who are enrolled in AUTH's exchange programme, as well as AUTH students who are enrolled in UNAIR'S exchange programme, are entitled to a tuition fee waiver. However, they are still required to pay tuition fees to their home university.
- 2) Financial arrangement for the staff exchange programme is subject to the financial scheme of the staff mobility programme that the participant is being enrolled in.
- 3) Any expenses not covered by the programmes shall be the responsibility of each participant.
- 4) Notwithstanding the aforementioned clauses, students and staff are responsible for any expenses related to the exchange programme outside the exchange programme schemes mentioned in Clause 1 and 2. The Parties agree to assist their respective students and staff for further financial arrangements.

ARTICLE 10 POINT OF CONTACT

Any communication under this Agreement 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 Agreement. Unless otherwise provided herein, any communication under this Agreement 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 Universitas Airlangga:

Name : Airlangga Global Engagement, Director
Tel : +62 31 9945 0636
E-mail : int.partnership@global.unair.ac.id

To Aristotle University of Thessaloniki:

Name : Dimitra Mentekidou, Head of the International Relations Department
Tel : +30 2310 996742
E-mail : internat.rel@auth.gr

ARTICLE 11 SETTLEMENT OF DISPUTES

Any difference or dispute arising out of the interpretation, implementation or application of the provisions of this Agreement will be settled amicably by mutual consultation or negotiation between the Parties without reference to any third party or international tribunal.

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 Agreement is made and signed in identical copies, in English and Bahasa Indonesia, 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
Universitas Airlangga


Prof. Dr. Mohammad Nasih
Rector

Date: 3 October 2023

Signed for and on behalf of
Aristotle University of Thessaloniki


Professor Dimitrios S. Koveos
Rector

Date: September 14th, 2023

