ARTICULATION AGREEMENT FOR ADVANCED ENTRY TO NORTHUMBRIA UNIVERSITY PROGRAMMES

University of Northumbria at Newcastle
(“Northumbria University”)  BINUS University
England  (“BINUS”)  Indonesia

1 This Articulation Agreement recognises the intention of BINUS and Northumbria University to work together for their mutual benefit and for the benefit of their students.

2 It confirms that Northumbria will accept onto the following programmes at appropriate points, students from BINUS who have the following qualifications for advanced entry to Northumbria’s programmes subject to places at Northumbria being available. Specifically, students who successfully complete and attain the first 3 (three) years of the undergraduate program majoring in either Graphic Design, Fashion Design or Fashion Management delivered by BINUS will be entitled to enter the final year (level 6) of the BA (Honours) Graphic Design, Fashion or Fashion Marketing programmes to be taught at Northumbria University in the UK, subject to (a) payment of appropriate fees, (b) the specified application process outlined in the Appendix to this agreement, (c) IELTS 6.5 (or equivalent) as stated in the Appendix to this agreement and (d) the availability of places.

3 Students who have registered for and successfully complete the above Northumbria programme will receive the appropriate award, subject to Northumbria receiving payment of the appropriate fees.

4 The value of this Articulation Agreement to BINUS in promoting its programmes is recognised, but any promotional material/activities of any kind which includes reference to Northumbria must be approved by Northumbria University before use.

5 This agreement is for 3 (three) years, and will be reviewed thereafter. Both parties have the right to withdraw and hence to discontinue the arrangement subject to a period of 12 (twelve) months’ notice being given.

6 In any cases of discontinuance, both parties will honour existing arrangements for students who have already embarked on a programme/programmes leading to Northumbria University awards.

7 This agreement constitutes the entire agreement and understanding between the parties and may only be varied by mutual agreement in writing.

8 Any different interpretation of this agreement shall be settled by mutual negotiation between the parties.

9 The parties guarantee that the parties are represented by the authorized persons indicated as signing this agreement.

10 This agreement will take effect from September 2012.

Signatures to the agreement.

[Signature]

Professor Paul Coney  Firdaus Alamsjah
Pro Vice- Chancellor (Learning and Teaching)  Executive Dean
for and on behalf of  for and on behalf of
Northumbria University  BINUS International-BINUS University

Date 20/8/12  Date 02/10/12
Memorandum of Understanding

BOURNEであろう UNIVERSITY, UK

and

BINUS UNIVERSITY, INDONESIA

January 2013
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is between:

1. **Bournemouth University Higher Education Corporation**, an educational institution duly established and organised under the laws of England and Wales having its main address at Poole House, Fern Barrow, Poole BH12 5BB, UK (“BU”); and

2. **BINUS University**, an educational institution duly established and organised under the laws of the Republic of Indonesia, owned by Bina Nusantara Foundation, having its main address at Jl. K. H. Syahdan No. 9, Palmerah, Jakarta Barat 11480, Indonesia (“BINUS”).

(Each an Institution, and together the Institutions).

1 PURPOSE OF THE MoU

1.1 The Institutions agree to collaborate in developing activities to advance their mutual academic interests.

2 SCOPE OF THE MoU

2.1 The first specifically identified areas of co-operation will be:

2.1.1 Developing opportunities for appropriately qualified BINUS students to progress on to programmes at BU.

2.1.2 Developing opportunities for student exchanges at both Institutions.

2.1.3 Collaboration on research between individual members of faculty leading to such outputs as: joint publications, research bids, joint conferences/workshops and staff exchanges at either Institution.

2.2 Any collaboration in the areas specified above may be subject to detailed provision in a separate Memorandum of Agreement.

2.3 Other areas of collaboration may be added in the future. They will be specified in annexes to this document and may be subject to detailed provision in further separate Memorandum of Agreement.

3 TERMS OF THE MoU

3.1 This MoU will not inhibit the recognition of similar links between an Institution and other bodies.

3.2 This MoU will not inhibit any individual development activities by an Institution, whether or not involving commercial partners.

3.3 The Institutions shall co-operate in any engagements relevant to this MoU, including any Memorandum of Agreement made under it, with the UK Quality Assurance Agency for Higher Education or other external bodies.

3.4 The Institutions shall discuss in good faith any concerns about aspects of the relationship under the MoU or any Memorandum of Agreement made under it with a
view to resolving the same. Such concerns may include, but are not limited to, management of academic standards and quality.

3.5 Publicity and Intellectual Property Rights

3.5.1 All publicity connected with or arising from this MoU (including the use of the other Institution’s name, logo, registered image or trademarks) must be agreed in writing between the Institutions before publication.

3.5.2 Either of the Institutions acknowledges and agrees that all intellectual property rights that the other Institution owns or has right to use and any development, modification and addition thereof or arising therefrom are and shall remain in the legal and beneficial ownership of the other Institution. Either of the Institutions shall not obtain or have any rights in respect of the intellectual property rights that the other Institution owns or has right to use. This MoU does not constitute a grant by either of the Institutions to the other of any licence to use and/or exploit any of the other’s intellectual property rights.

3.5.3 Either of the Institutions shall not knowingly cause or permit anything to occur which may damage or endanger any of the intellectual property rights that the other Institution owns or has right to use.

3.5.4 Either of the Institutions shall not do any act or authorise any third party to do any act which would or might invalidate or might be inconsistent with the other Institution’s ownership or other legal rights of the intellectual property rights and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect.

3.5.5 Either of the Institutions shall not register or apply to register in any jurisdiction any intellectual property rights that the other Institution owns or has right to use.

3.6 Each Institution shall keep confidential, and ensure that its employees keep confidential, all information of a proprietary or confidential nature received or obtained from the other as a result of entering into or performing this MoU.

3.7 Clause 3.6 shall not prevent disclosure of information which would otherwise be confidential if and to the extent:

3.7.1 such disclosure is required by law or by any relevant regulatory body;

3.7.2 disclosure is on a strictly confidential basis to the professional advisers, auditors and bankers of that Institution;

3.7.3 the information is acquired from a third party who did not owe a duty of confidence;

3.7.4 the information has come into the public domain through no fault of that Institution or its staff;

3.7.5 the information was independently developed or previously known by such Institution; or

3.7.6 the other Institution has given prior written approval of the disclosure, which shall, where relevant, include under the terms of any Memorandum of Agreement made pursuant to this MoU.
3.6 Except for clauses 3.6, 3.7, 3.9, 3.10 and 5.5, this MoU is not intended to have legal effect, and, specifically, does not constitute a partnership for the purposes of the Partnership Act 1890 or equivalent in any jurisdiction outside England and Wales.

3.9 Nothing in this MoU is intended to confer on any third party any right to enforce any of its terms.

3.10 This MoU shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising out of or in connection with this MoU shall be submitted to the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. Where the Institutions agree the identity of a sole arbitrator within the timescales permitted by the said Rules the dispute shall be determined by that sole arbitrator, in default of that agreement three arbitrators shall be appointed in accordance with the said Rules. The place of arbitration shall be Paris. The language to be used in the arbitral proceedings shall be English.

3.11 This MoU is drafted in the English language. If this MoU is translated into any other language, the English language text shall prevail.

4 FINANCIAL ARRANGEMENTS

4.1 Each collaborative activity undertaken as an outcome of this MoU will be the subject of a separate financial agreement included in a Memorandum of Agreement. These shall be made under the normal rules and procedures of the Institutions, as appropriate to the activity. All such projects will operate under agreed and established business plans and budgets appropriate to the activity and conforming to approved accounting rules and audit.

5 REVISION OR TERMINATION OF THE MoU

5.1 This MoU will become effective when signed by the authorised representatives of both Institutions and will be valid for 1 (one) year from the final date of signing or until a Memorandum of Agreement arranging the details of this MoU is signed.

5.2 Any amendments to this MoU will be by mutual consent and attached as a signed and dated annex to the MoU.

5.3 This MoU may be terminated in any case by either Institution giving 3 (three) months’ notice in writing to the other.

5.4 If there have been concerns about aspects of the relationship under the MoU or any Memorandum of Agreement made under it which the Institutions have been unable to resolve by discussion under paragraph 3.4 above, this MoU may be terminated by either Institution giving 1 (one) month’s written notice to the other.

5.5 Termination of this MoU will not prejudice any accrued rights or liabilities under Memorandum of Agreement made under it. The provisions of clauses 3.6, 3.7, 3.10 and 5.5 of this MoU will also survive termination of this MoU. Each Memorandum of Agreement will continue to have effect until terminated under its terms (whether by expiry or otherwise).
6. CORRESPONDENCE

6.1 Both Institutions agree to appoint their staff to assist wherever possible regarding the cooperation between the Institutions as follows:

Bournemouth University Higher Education Corporation
Academic Partnerships,
Name: Academic Partnerships Manager – Jacky Mack
Address: Bournemouth University, T123 Talbot House, Fern Barrow, Poole, Dorset BH12 5BB, UK
Phone: +44 1202 961246
Email: jmack@bournemouth.ac.uk

Copy to:
Legal Services (Ref: MXG/LS/4267), Bournemouth University, Melbury House, 1-3 Oxford Road, Bournemouth, Dorset BH8 8ES

BINUS University
Name: Overseas Program Coordinator – RokoyahAndariani Amin
Address: Jl. Hang Lekir I No. 6 Jakarta 10270 Indonesia,
Fax: +62 21 7205555
Phone: +62 21 7202222 ext. 3139
Email: rokoyah@binus.edu

6.2 Notices under this MoU must be served either personally or sent by prepaid registered post or courier providing proof of delivery to the address of the other Institution given in this MoU or to any other address as the Institutions may have notified the other of during the period of this MoU. Any notice served hereunder shall be in English.

7. MISCELLANEOUS

7.1 Any different interpretations of this MoU shall be discussed by the Institutions in good faith with a view to settling the same.

7.2 The Institutions guarantee that the Institutions are represented by the authorised persons as indicated by signing this MoU.

7.3 This MoU will be executed in two (2) originals in the English language. Each Institution will hold one (1) original.

Signed on behalf of
Bournemouth University Higher Education Corporation:

[Signature]

Professor John Vinney
Vice-Chancellor
Date: 27/11/2013

Signed on behalf of
BINUS University:

[Signature]

Prof. Dr. Ir. Harjanto Prabowo, MM
Rector
Date: 27/1/2013