

# MEMORANDUM OF AGREEMENT

between  
**THE UNIVERSITY OF NOTTINGHAM**  
and  
**BINUS UNIVERSITY**

concerning  
**TWINNING ARRANGEMENT**

This **AGREEMENT** is made on the 31<sup>st</sup> day of October 2011.

BETWEEN

**THE UNIVERSITY OF NOTTINGHAM**, a University established and existing under the Laws of the United Kingdom, and having its principal office at Trent Building, University Park, Nottingham, NG7 2RD, United Kingdom;

hereinafter referred to as "Nottingham".

And

**BINUS UNIVERSITY**, a University established and existing under the Laws of Indonesia, and having its principal office at Jalan K. H. Syahdan No. 9, Palmerah, Jakarta 11480, Indonesia.

hereinafter referred to as "BINUS".

For

A 3+1 twinning programme between programmes delivered by BINUS and the School of Computer Science and Information Technology at Nottingham. This agreement shall apply equally to Nottingham's campuses in the United Kingdom and Malaysia. Full details of the programmes included are listed in Section 2 below.

## 1. SCOPE OF AGREEMENT

This agreement is specifically limited to these courses and qualifications. Any further courses or qualifications will be subject to a further agreement. Nottingham will not support any serial arrangements (whereby the partner organisation allows its approved qualification to be offered elsewhere through an arrangement of its own).

## 2. STUDY DETAILS

Students shall initially complete three years' study at BINUS under School of Computer Science (which includes computer science, mobile technology, game technology). Upon successful completion of the three years at BINUS students shall enrol on year 3 of one of Nottingham's three-year undergraduate degree programmes, as listed below. Students may progress to either the United Kingdom campus or the Malaysia campus of Nottingham.

Upon successful completion of the four years of study students shall receive a degree award from Nottingham. Degrees awarded by the United Kingdom campus and the Malaysia campus are identical. Students will also receive a degree from BINUS.

The following table details the programmes delivered at BINUS which fall under the remit of this agreement and the corresponding programmes at Nottingham on to which students may progress.

<b>BINUS Programme</b>	<b>Nottingham Programme</b>	<b>UCAS Code (UK)</b>	<b>Nottingham School/ Faculty</b>	<b>Pre-requisites</b>	<b>Max Student Numbers</b>
BS Computer Science	BSc (Hons) Computer Science	G400	School of Computer Science	None	10
	BSc (Hons) Computer Science with Artificial Engineering	G4G7			
	BSc (Hons) Software System	G601			

The programme at Nottingham shall be delivered and assessed solely in the English language. BINUS shall have two streams of students taking identical courses; one delivered and assessed in English and one delivered and assessed in Indonesian. Both shall be eligible to progress to Nottingham under this agreement.

This agreement shall allow students enrolled in year 3 at BINUS at the time of the signing of the agreement to transfer to Nottingham. The first students may therefore commence their studies at Nottingham at the beginning of the 2011/12 academic year.

### **3. MANAGEMENT OF PROGRAMME**

The programmes forming this agreement fall within the remit of the School of Computer Science at BINUS and the School of Computer Science at Nottingham.

The contact details for the key personnel at both institutions are included at Annex 1.

### **4. RECRUITMENT AND ADMISSION**

Students shall be required to obtain an average of 75% across (GPA 3.0 out of 4.0) years 1, 2 and 3 at BINUS in order to progress to Nottingham. Students shall also be required to obtain an appropriate IELTS score of 6.5, with no less than 6.0 in any element.

When calculating the final degree classification at Nottingham the grades obtained during year 3 at BINUS will be taken and 10% will be deducted. This is because of a difference in the way in which grades are calculated between the two institutions and is not a comment on the quality of the two programmes. Those grades will then be combined with the grades achieved during the year undertaken at Nottingham and a degree classification will be determined following Nottingham's standard regulations.

Recruitment, enrolment, teaching, assessment and management of the BINUS programme shall remain the responsibility of BINUS. The programme will be delivered in

accordance with the quality assurance procedures evidenced at the time of this agreement.

It shall be made clear to students that when studying the BINUS programme they are not students of Nottingham and are therefore not entitled to access its services and facilities. If and when students transfer to Nottingham under the terms of this agreement they will be fully enrolled as students of Nottingham and entitled to the access to its facilities and services granted to all students.

All students who successfully complete the BINUS programme will be eligible to enrol on the relevant Nottingham programme as described in section 2 above. Students applying to study at Nottingham's United Kingdom campus shall apply through the standard UCAS application procedure. BINUS shall provide students with advice and guidance on the UCAS application procedure and Nottingham shall provide additional support, if necessary, upon request from BINUS.

Students applying to study at Nottingham's Malaysia campus shall apply online following the procedure detailed at [www.nottingham.edu.my](http://www.nottingham.edu.my)

Students will initially be issued with a conditional offer letter. Subsequently, upon successful completion of the BINUS programme, they will be issued with an unconditional offer letter and will be admitted to Nottingham following standard Nottingham admissions practice, subject to the maximum numbers outlined in this agreement.

Each Institution must submit for approval copy of any publicity and/or promotional material produced in relation to the Programme. Neither Institution will use the name or logo of the other in any form of publicity without the written permission of the other. Each institutions' name and logo remain the property of that institution.

There shall be no minimum number of students who may be admitted through this agreement. The maximum number that may be admitted for each Nottingham programme is detailed in the table under section 2. Should the maximum number of students be exceeded, Nottingham shall allocate places based on its standard admissions process. BINUS agrees to inform Nottingham of any anticipated occasion where the maximum number may be exceeded at the earliest opportunity so that action can be taken, where possible, to attempt to accommodate any additional students.

## **5. TRANSFER OF STUDENT RECORDS**

BINUS will be responsible for maintaining student records for its programmes. BINUS will send Nottingham copies of transcripts for all students who successfully complete the BINUS programme and wish to transfer to Nottingham under the terms of this agreement by 31<sup>st</sup> August each year. Students shall be responsible for sending BINUS copies of transcripts of their modules completed at Nottingham in order to receive the BINUS degree award.

## **6. RULES AND REGULATIONS**

Students, on admission to Nottingham, shall be subject to the regulations of Nottingham, including those related to academic appeals, discipline and complaints. Nottingham reserves the right to amend the regulations from time to time. BINUS will be informed of any significant, pertinent amendments.

Prior to admission to Nottingham, students shall be subject to the regulations of BINUS.

## 7. QUALITY ASSURANCE

The arrangement described in this memorandum will be subject to Nottingham's normal quality assurance policies and procedures as laid out in the Quality Manual which may be amended from time to time. BINUS will be informed of any significant, pertinent amendments. To inform these processes, Nottingham requires BINUS to provide on request appropriate information about the conduct of the Programme including staff and student matters.

Nottingham will appoint an external examiner to its programme following the standard University procedures.

## 8. FINANCIAL ARRANGEMENTS

There shall be no financial arrangement between BINUS and Nottingham. Nottingham and BINUS shall bear their own general administrative costs in relation to the management of the programme.

BINUS shall be responsible for the marketing and promotion of the BINUS programme and Nottingham shall be responsible for the marketing and promotion of progression opportunities to Nottingham.

Students shall be personally liable for the payment of tuition fees to BINUS and Nottingham. Tuition fees to BINUS shall be paid in Indonesian Rupiah. Tuition fees for students studying at Nottingham in the United Kingdom shall be payable in Pounds Sterling and for students studying at Nottingham in Malaysia shall be in Malaysian Ringgit.

The Nottingham tuition fee for students first enrolling at Nottingham in the United Kingdom in 2011/12 shall be £14,970 per year for international students. All students progressing to Nottingham under the terms of this agreement shall be eligible for a £1,500 scholarship which shall be provided by the School of Computer Science, as appropriate. **The amount payable to Nottingham shall therefore be £13,470 per year for students progressing to Nottingham in the 2011/12 academic year.** Payment to Nottingham can be paid in 2 (two) instalment by the students.

The Nottingham tuition fee for students first enrolling at Nottingham in Malaysia in 2011/12 shall be RM35,000 per year. No scholarships shall be provided for students enrolling at the Nottingham Malaysia campus.

Students shall be responsible for the payment of all other expenses incurred in relation to their study at both institutions, including accommodation, travel costs, living expenses, visa applications etc.

Nottingham reserves the right to increase its tuition fees in future academic years.

## 9. INTELLECTUAL PROPERTY RIGHTS

Both parties agree that the Intellectual Property Rights (IPR) in all programme materials created by either of the parties shall be vest in and be owned by the party responsible for creating and/or developing the relevant materials, unless otherwise agreed in writing between the parties. Any materials originating from either party shall be used by the other party solely for the purposes of performing the other party's obligations and exercising their rights under this agreement.

## **10. LEGAL JURISDICTION**

This agreement shall be subject exclusively to the laws of England. Both parties agree, where possible, to resolve any dispute without reference to the courts.

In compliance with UK legislation the University of Nottingham may be required to release information related to this agreement and the programme(s) related to this agreement to a third party.

## **11. INDEMNIFICATION**

Each party agrees to indemnify, defend and hold harmless the other against any cost, claim or damage resulting from the negligence or wilful misconduct of the indemnifying party, except to the extent resulting from the negligence or wilful misconduct of the other party.

## **12. FORCE MAJEURE**

No Party shall be responsible to the other Party for any delay in performance or non-performance due to Force Majeure, but the affected Party shall promptly upon occurrence of any such causes inform the other Party, stating that such cause has delayed or prevented its performance hereunder and thereafter such Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one month, the Parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.

## **13. EQUAL OPPORTUNITIES**

In compliance with UK legislation both parties agree not to discriminate against any person connected to this agreement or the programmes that form this agreement. Both Parties acknowledge and accept that the University of Nottingham is subject to relevant UK and Malaysian legislation relating to equality and that BINUS is subject to relevant legislation in Indonesia as may be amended from time to time.

## **14. DURATION OF THE AGREEMENT AND REVIEW ARRANGEMENTS**

The agreement is established for an initial period of five years from the date signed below and is subject to review in the 12 months prior to the potential date of renewal.

Either party may withdraw from this agreement by providing written notice – by recorded delivery – of at least one year to the other party. Upon termination of this agreement: (a) any student who has already received an offer from the University of Nottingham will be accepted onto the programme; (b) students who have joined the University of Nottingham programme will be allowed to complete it; (c) students who have already enrolled at BINUS will be allowed to complete their studies and progress to Nottingham (subject to meeting the relevant entry requirements).

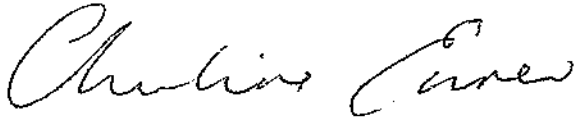
**ANNEX 1**

**Contact Details**

<b><u>University of Nottingham</u></b>	<b><u>BINUS University</u></b>
Department: International Office Key contact: Ian Jones Address: International House, Jubilee Campus, Wollaton Road, Nottingham, NG8 1BB, United Kingdom	Department: International Office Key contact: Laily Alfa Citra Address: Syahdan Campus, Jl. KH. Syahdan No. 9, Palmerah, Jakarta 11480, Indonesia
Telephone: 0044 115 951 5682 Fax: 0044 115 951 5155	Telephone: (+62-21) 534 5830 Fax: (+62-21) 5300 244
Email: <a href="mailto:ian.m.jones@nottingham.ac.uk">ian.m.jones@nottingham.ac.uk</a> Website: <a href="http://www.nottingham.ac.uk">www.nottingham.ac.uk</a>	Email: <a href="mailto:laily_ac@binus.edu">laily_ac@binus.edu</a> Website: <a href="http://www.binus.ac.id">www.binus.ac.id</a>

Agreed on Behalf of The University of Nottingham

Date (DD/MM/YY)  
31/10/11



SIGNED

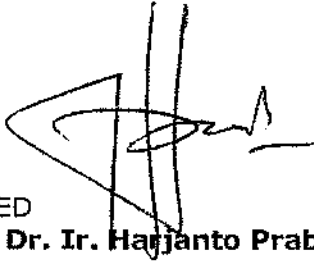
**Professor Christine Ennew**

Pro Vice Chancellor for Internationalisation

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Agreed on Behalf of BINUS University

Date (DD/MM/YY)  
31/10/11



SIGNED

**Prof. Dr. Ir. Hajjanto Prabowo, MM**

Rector

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