Dr Maria Anityasari  
Chair of ITS International Office  
Institut Teknologi Sepuluh Nopember  
Kampus ITS – Sukolilo  
Surabaya 60111  
Indonesia

2 February 2012

Memorandum of Agreement between Institut Teknologi Sepuluh Nopember, Indonesia and Newcastle University, UK

Dear Dr Anityasari

I have great pleasure in enclosing a signed copy of the Memorandum of Agreement between Institut Teknologi Sepuluh Nopember, Indonesia and Newcastle University, UK.

The second copy has been retained for our records.

Also enclosed is a copy of our Ahead 2012 brochure.

We look forward to working with you and developing our partnership further.

Yours sincerely

Alison Tate  
International Partnerships Manager

Email: alison.tate@ncl.ac.uk  
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MEMORANDUM OF AGREEMENT
FOR A 1+1 PROGRAMME
BETWEEN
INSTITUT TEKNOLOGI SEPULUH NOPEMBER, INDONESIA
AND
THE UNIVERSITY OF NEWCASTLE UPON TYNE, UK,

This Memorandum of Agreement ("MoA") is made between Institut Teknologi Sepuluh Nopember, Gedung Rektorat Lantai 2, Kampus ITS Keputh - Sukolilo Surabaya 60111, Jawa Timur, Indonesia (hereinafter referred to as "ITS") and the University of Newcastle upon Tyne, Newcastle upon Tyne, NE1 7RU, UK (hereinafter referred to as "UNuT"). ITS and UNuT herein referred to jointly as the Parties, in the singular Party.

1. PURPOSE

This MoA establishes the responsibilities of both Parties for running a Postgraduate Pathway and Master's programme, commencing in September 2011. The first year of the programme Pathway will be taught by ITS and will prepare students for possible entry to UNuT. Students shall apply for entry to UNuT in exactly the same matter as any other student wishing to study the (Master of Arts) in Urban Design from the UNuT programme taught by UNuT and may lead to the award of MA by UNuT.

The programme is designed for holders of a Bachelors degree in a related subject from a university in Indonesia.

2. TERMS OF AGREEMENT

2.1. ITS agrees to provide a full-time postgraduate programme that will prepare students for entry to the MA in Urban Design offered by UNuT. The Pathway programme will be taught full-time over one academic year. A detailed breakdown of the course content is outlined in Schedule A.

2.2. UNuT agrees to consider students for entry to UNuT who successfully complete the Pathway programme offered by ITS, and who meet the minimum entry standards to the one-year full-time MA in Urban Design, as outlined in Clause 6.

2.3. UNuT will award the MA in Urban Design to students who successfully complete the 12 month full-time programme at UNuT.

3. RESPONSIBILITIES OF ITS

3.1. ITS will be responsible for the design and delivery of the Pathway programme. They will consult with UNuT upon the design and delivery of the Pathway programme to ensure it best prepares students for entry to the MA in Urban Design and will notify UNuT on any proposed changes.

3.2. ITS will carry out all administration for the Pathway programme, and all matters related to registration, student progress, standards, complaints, disciplinary and appeals procedures, content and quality of handbooks(s) provided to students. ITS procedures will be used in all matters relating to student progression, standards, complaints, disciplinary and appeals while students are registered on the Pathway programme.
3.3. ITS will promote the programme with the objective of recruiting students to the Pathway programme and the MA in Urban Design. Each Party shall (i) keep the others informed of what it releases to the public and media, especially if such release contain the trademark, acronym, words, name, logo, mark or other intellectual property rights that is/are identified with or belonging to another Party (the "Marks"), and (ii) obtain the prior written approval of that other Party where it is referred to in any publicity or marketing material or media release or if such publicity or marketing material or media release contains any of the Marks (such approval not to be unreasonably withheld or delayed). The rights granted under this MoU whereby of one Party may be licenced to make use of the Marks of the other Party shall cease upon termination of this MoU.

3.4. ITS will support students with the application process for the MA in Urban Design by assisting students to complete the postgraduate application forms (in English).

3.5 The final decision as to whether the student is accepted on to the MA in Urban Design lies with UNuT. Offer letters for the MA in Urban Design can only be issued by UNuT.

4. RESPONSIBILITIES OF UNuT

4.1. UNuT will be responsible for the design and delivery of the MA in Urban Design. They will notify ITS, where appropriate, regarding the content and structure of the curriculum and any planned changes.

4.2. UNuT will, upon request from ITS, provide sufficient Programme brochures, application forms and appropriate materials to help ITS in the promotion and publicity of the MA in Urban Design.

4.3. UNuT agrees not to use ITS’ name or logo in any advertising without the prior written approval of ITS.

4.4. UNuT will process all applications for entry to the MA in Urban Design and ensure all students meet the minimum academic and English Language entry requirements for entry to the programme.

4.5. UNuT will carry out all administration for the MA in Urban Design, including the appointment of external examiner(s) and all matters related to registration, student progress, standards, complaints, disciplinary and appeals procedures, content and quality of handbook(s) provided to students. UNuT’s procedures to be used in all matters relating to student progression, standards, complaints, disciplinary and appeals while students are registered at UNuT.

5. JOINT RESPONSIBILITIES

5.1. Each institution will appoint points of contact for liaison. The names of the points of contact are detailed in Schedule C. Each institution may change its points of contact provided it provides notification in writing of any such changes.

6. SELECTION OF STUDENTS

6.1. All students will be expected to meet a minimum standard as set out below for entry to the MA in Urban Design offered by UNuT:

- Successfully completion of the Pathway programme offered by ITS.
- A good first degree from a university in Indonesia, and submission of a portfolio for consideration by UNuT.
- Submission by the student to UNuT of a portfolio of work that demonstrates aptitude in Urban Design.
- English language proficiency equivalent to that demonstrated by a minimum IELTS score of 6.5.
6.2. ITS reserves the right to refuse the admission of applicants to the Pathway programme.

6.3. UNuT reserves the right to refuse the admission of applicants to the MA in Urban Design.

6.4. ITS will endeavour to ensure that 5 Pathway programme Students will, each year, achieve a standard suitable for entry to the MA in Urban Design at UNuT.

6.5. All candidates must be in possession of a suitable visa to study in the UK before they can enter the MA in Urban Design. UNuT will arrange for students to be provided with advice on applying for a visa, but no guarantee can be given regarding the success of student visa applications.

7. FEES AND SERVICES

7.1. Students accepted on to the Pathway programme will pay fees to ITS.

7.2. Students accepted on to the MA in Urban Design will pay fees to directly to UNuT in accordance with UNuT's University Regulations and Fees Schedule for the year of admission to the course.

7.3. UNuT agrees to advise ITS of the tuition fees for the MA in Urban Design on an annual basis.

7.4. Students accepted on to the Pathway programme and the MA in Urban Design will be responsible for covering their own travel and living costs.

8. RENEWAL, TERMINATION AND AMENDMENT

8.1. This MoA shall be effective for a period of three years, subject to revision or modification. Any revision or modification shall be in writing and once approved by both institutions will become part of this MoA.

8.2. This MoA may be renewed by mutual written agreement between the Parties. The Parties shall discuss any possible renewal of the MoA no less than six months before the expiry date of the MoA.

8.3. Either Party may terminate this MoA by written notice with immediate effect in the event that the Pathway programme fails to conform to any government regulatory requirements in Indonesia.

8.4. UNuT may terminate this MoA by written notice with immediate effect in the event that its continuance is not consistent with any regulatory regime to which UNuT is subject, including (but not limited to) those of the Higher Education Funding Council for England and / or the Quality Assurance Agency or any successor bodies.

8.5. Either Party may terminate this MoA for any reason by giving the other Party not less than six months' written notice.

8.6. This MoA shall terminate if either Party shall be in breach of the terms of this MoA and, if the breach is capable of remedy, the Party fails to remedy such breach within fourteen days of written notice from the other specifying the breach and requiring it to be remedied.

8.7. This MoA shall terminate if either Party engages in any conduct reasonably considered by the other to be prejudicial to its reputation or its marketing generally.

8.8. On termination, both Parties will use reasonable endeavours to ensure that existing students have available a satisfactory means of completing the programmes of studies for which they are at that time registered.
9. MEDIATION

9.1. All disputes or differences which shall at any time arise between the Parties concerning this MoA shall be referred by either Party, by notice in writing to the other, to the Deputy-Vice-Chancellor of UNuT and the Rector of ITS. The Deputy-Vice-Chancellor and the Rector shall co-operate in good faith to resolve the dispute as amicably as possible within 14 days of such notice (exclusive of the date of service).

9.2. In the event that the Deputy-Vice-Chancellor and the Rector fail to resolve the dispute in the allotted time then the Parties shall within that period, on the written request of either Party enter into an alternative dispute resolution procedure ("Dispute Resolution Procedure") with the assistance of a mediator ("The Mediator") agreed upon by the Parties. In the absence of agreement within (10) ten days of such request, either Party may apply to the Centre for Dispute Resolution (CEDR) for the Appointment of a Mediator. Unless agreed otherwise the Parties shall share equally the costs of Mediation.

9.3. Recourse to this Dispute Resolution Procedure shall be binding on the Parties as to submission to the Mediation but not as to its outcome. Accordingly, all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future legal proceedings. Except for each Party’s right to seek interlocutory relief in the courts, neither Party may commence legal proceedings under the jurisdiction of the courts until twenty one (21) days after the commencement of the Mediation with no settlement having been reached (at which point the Dispute Resolution Procedure shall be deemed to be exhausted).

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties to this MoA do not intend that any of its terms will be enforceable by a person who is not a party to this MoA by virtue of the Contracts (Rights of Third Parties) Act 1999.

11. ASSIGNMENT

Neither of the Parties shall (nor shall it purport to) assign, transfer, charge or otherwise deal with all or any of its rights under this MoA nor grant, declare or dispose of any right or interest in it without the prior written consent of the other Party.

12. ENTIRE AGREEMENT

This MoA constitutes the entire agreement between the Parties hereto with respect to the matters dealt with herein and supersedes any previous agreement between the Parties hereto in relation to such matters. Each of the Parties hereto acknowledges that in entering into this MoA it has not relied upon any representation or warranty save as expressly set out herein or in any document referred to herein. No variation of this MoA shall be valid or effective unless made by one or more instruments in writing signed by such Parties hereto which would be affected by such variation.

13. RELATIONSHIP

Nothing in this MoA constitutes or shall be deemed or implied to create a joint venture or any relationship of employer and employee or principal-agent or a partnership of any kind between the Parties. Accordingly, neither Party shall have the right to contract on behalf of the other or to bind the other by contract or otherwise or to make any commitment, representation or warranty for or on behalf of the others unless expressly permitted by the terms of this MoA or otherwise.
14 LIMITATION OF LIABILITY

Neither of the Parties excludes its liability for death or serious personal injury caused by its negligence or breach of contract.

The Parties agree that they will not be liable for any consequential loss whatsoever, including loss of profits, business or anticipated savings of any other kind or any other indirect loss, suffered or incurred by a Party which may arise (whether under contract, tort, statute or otherwise) by reason of or in connection with the termination of this MoA.

15 SURVIVAL

Clauses 3.4, 8.8, 9, 12, 13, 14, 15 and 16 shall continue in force in accordance with their terms notwithstanding the expiry or termination of this MoA.

16 THE AGREEMENT

This MoA shall be governed by and construed in accordance with the laws of England. The English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this MoA, except that either party may bring proceedings for an injunction in any jurisdiction.

This MoA will take effect on the date it is executed on behalf of both Parties.

Signed on behalf of the University of Newcastle upon Tyne by

[Signature]

Professor Ella Ritchie
Deputy Vice-Chancellor

Date: 27/1/2012

In the presence of:

[Signature]

Dr. John Terry
Head, International Office

Signed on behalf of SUTS by

[Signature]

Prof. Darmadji
Vice Rector for Research, Innovation and Partnership

Date: 

In the presence of:

[Signature]

Prof. Ketut Buda Artana
Head, International Office