MEMORANDUM OF AGREEMENT - DOCTORAL TRAINING CENTRE PHD

Name of partner(s): University of Nottingham (UK campus) and Universitas Muhammadiyah Surakarta (Indonesia)

Qualification and title: Doctor of Philosophy (PhD)

This AGREEMENT is made:

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 "The University of Nottingham".

And

UNIVERSITAS MUHAMMADIYAH SURAKARTA, Jl. A. Yani Tromol Pos 1, Pabelan, 57102, Surakarta, Indonesia

hereinafter referred to as "UMS".

This agreement shall be subject to English law and the jurisdiction of the English courts.

1. QUALIFICATION AND TITLE OF AWARD

This is a written agreement between The University of Nottingham and UMS between whom it is proposed that a partnership be established relating to a PhD Scheme - a Doctoral Training Centre.

This agreement specifically relates to the academic area of Pavement Materials/Design and Life Cycle Cost Analysis.

This agreement is specifically limited to the Programme. Any further programme will be subject to a further agreement. The University of Nottingham will not support any serial arrangements (whereby the partner organisation offers the approved collaborative provision, or assigns delegated powers, elsewhere through an arrangement of its own). The agreement confirms the rights and obligations of both The University of Nottingham and UMS covering both the relationship of The University of Nottingham and UMS and aspects of the relationship relating to the Programme in the following areas.

2. PROGRAMME AND DURATION OF STUDY

UMS staff/ students (hereon in referred to as "students") will enrol on The University of Nottingham's extant Doctoral Training Centre PhD programme on a full-time basis.

It is expected that there will be 2 students admitted to this programme in 2013/14 and a further 2 students in 2014/15.
Students will spend the first 12 months at UMS undertaking their masters degree which is a wholly UMS programme. In year 2 the students will also be based at UMS studying on the second year of their masters courses while also being registered as Nottingham PhD students defining their project description, undertaking a detailed literature search, performing background and initial research, and preparing their programme for their time at The University of Nottingham. The second year of the master at UMS will consist of one taught module to support the student’s PhD research project and two research module which will be part of the student’s PhD research project (see Appendix 1). The third and fourth years will be spent at Nottingham undertaking detailed research and data analysis and setting out the structure of the final written thesis. In the case that the student need a longer research time (according to the result of the second year PhD assessment), the student may propose to extend their registration for an extra year. During the thesis pending period, a small fee of £135 (in 2012-13) for the thesis-pending period will be applicable.

In most cases the structure of the PhD will be as follows:

![PhD Degree Diagram](Image)

**Figure 1. Mechanism of the Program**

<table>
<thead>
<tr>
<th>PhD months</th>
<th>Period</th>
<th>University</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>12 months</td>
<td>UMS</td>
<td>Students undertake 1st year UMS masters degree</td>
</tr>
<tr>
<td>Year 2</td>
<td>12 months</td>
<td>UMS</td>
<td>Students undertake 2nd year UMS masters degree and 1st year PhD review to be undertaken at UMS with video link to Nottingham</td>
</tr>
<tr>
<td>Year 3</td>
<td>12 months</td>
<td>Nottingham</td>
<td>Registered at Nottingham</td>
</tr>
<tr>
<td>Year 4</td>
<td>12 months</td>
<td>Nottingham</td>
<td>Registered at Nottingham</td>
</tr>
</tbody>
</table>

Students will have access to, and are encouraged to attend, University of Nottingham Graduate School research training programmes.

Students will also attend UMS classes on applied statistics, research methodology, English language and internet utilisation. Practical laboratory training will also be provided. These classes do not contribute to The University of Nottingham PhD.

The language of study and assessment will be English.

### 3. MANAGEMENT OF PROGRAMME

The management of the programme will be in accordance with The University of Nottingham's standard arrangements for PhD programmes. This includes the
provision of a primary supervisor from The University of Nottingham under the standard regulations relating to supervision. When studying at UMS the students will also be assigned a local supervisor or mentor by UMS, although the support of the supervisors at Nottingham will remain. The supervisors and the student may liaise by videoconferencing, teleconferencing, email etc.

Subject to availability, the primary supervisor will visit the student at UMS twice per year for a 3 – 5 day visit. Details of these visits will be discussed at the time of application. The cost of this trip will be borne by the Engineering Faculty at Nottingham.

Subject to availability, the local supervisor, who will not have any formal supervisory responsibilities but will act in a mentoring role, will visit The University of Nottingham once per year. The cost of this trip will be borne by UMS.

Full-time students must receive a minimum of 10 supervisions by the primary supervisor per year spaced at regular intervals. Annual reviews of progress and records of the supervisions and will be maintained in accordance with standard Nottingham procedures.

The main contact for the programme at The University of Nottingham shall be Professor Gordon Airey.

The main contact for the programme at UMS shall be Dr Muslich Sutanto.

4. RECRUITMENT AND ADMISSION

The admissions requirements will be in line with the standard entry requirements for the Faculty of Engineering at Nottingham. That is, candidates will normally be required to hold an honours degree at 2:1 or above in an Engineering related subject. In addition candidates will usually take a masters program at UMS during the 1st and 2nd years of the programme. Candidates must specify their proposed area of research, and supply all the relevant supporting documents in line with Nottingham's standard admissions requirements. Candidates should apply formally to Nottingham for the PhD during their masters year at UMS.

Admissions standards and eligibility shall be in accordance with The University of Nottingham Admissions Policy including The University of Nottingham's minimum English language requirements. The University of Nottingham reserves the right to make final decisions concerning admissions and recruitment.

In the first instance UMS contact (Dr Muslich Sutanto) will send applications to The University of Nottingham contact (Professor Gordon Airey), who will ensure that they are passed to the Admissions Department/School/Fees office and that they are aware that the application is subject to this agreement.

Students will apply to the programme by end of March each year.

5. REGISTRATION OF STUDENTS AND MAINTENANCE OF STUDENT RECORDS

The University of Nottingham will maintain records relating to the students subject to this agreement in accordance with standard University of Nottingham’s procedures for PhD students.
6. RULES AND REGULATIONS

Students shall be subject to the rules and regulations of The University of Nottingham.

The programme specific regulations and requirements are laid out in the Programme Handbook for this Programme.

The University of Nottingham will issue regulations covering such things as Health and Safety, to which the students must adhere.

7. ASSESSMENT AND STUDENT PROGRESSION

Assessment

Assessment will be in accordance with The University of Nottingham’s standard procedures for PhD students.

The viva voce examination will be held in either Nottingham or at UMS. Nottingham reserves the right to hold the examination in Nottingham if this is more convenient for the supervisor and/or the external examiner. If it is held in Indonesia, UMS will pay the travel expenses as outlined in section 12 for relevant University of Nottingham staff and external examiners. Under the University’s standard regulations the Head of the relevant school at Nottingham should apply for permission if it is proposed that the viva voce examination be held outside The University of Nottingham.

Complaints, Appeals and Offences

Complaints and appeals shall be dealt with in accordance with The University of Nottingham’s Complaints and Appeals Policy and Procedure. The University of Nottingham shall ensure that such information is available to students.

Students shall be subject to The University of Nottingham Academic Offences Policy and Procedure.

8. GRADUATION

The University of Nottingham shall have sole responsibility for awarding certificates and transcripts relating to the Programme.

9. THE APPPOINTMENT & ROLE OF EXTERNAL EXAMINERS

The appointment and role of the External Examiner(s) shall be in accordance with The University of Nottingham policy for External Examiners. The Programme Director(s) shall be responsible for ensuring that the School nominates the external examiner for approval by the University.

10. QUALITY ASSURANCE

The University of Nottingham takes responsibility for ensuring the quality of education provided leading to a degree awarded by The University of Nottingham. The Programme will be subject to the normal quality assurance policies and procedures as laid out in the Quality Manual.
Each Institution retains the right to approve copy of any publicity and promotional Material produced by its Partner 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. The University of Nottingham name and logo remain the property of The University of Nottingham.

11. INTELLECTUAL PROPERTY RIGHTS

Under The University of Nottingham regulations the student may be requested to assign IPR to The University of Nottingham. If The University of Nottingham exercises this right then it will grant a non-exclusive licence to the IPR to UMS for use in its research. If The University of Nottingham commercially exploits the IPR it shall consult with UMS and agree a fair and reasonable share of any revenue received commensurate with the contributions of both parties to the studentship, IPR and its exploitation.

12. FINANCIAL ARRANGEMENTS

UMS will be responsible to collect the payment of the tuition fees from the staff / students who enrol on the programme and will forward the payment to The University of Nottingham.

The University of Nottingham offers a 25% reduction of the annual PhD tuition fee to all the staff/students registered through this agreement onto the Doctoral Training Centre PhD programme.

Any consumables required to complete the PhD programme shall be financed by The University of Nottingham for the periods during which the student is studying at The University of Nottingham and by UMS for the remaining periods.

13. LEGAL JURISDICTION

This agreement shall be subject to the laws of England. While both parties agree, where possible, to resolve any dispute without reference to the courts, where necessary any dispute shall be subject to the exclusive jurisdiction of the English courts.

UMS acknowledges that The University of Nottingham is subject to all applicable UK legislation including, but not exclusively, the Freedom of Information Act 2000 the Data Protection Act 1998. In compliance with this 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.

14. INDEMNIFICATION

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

15. 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.

16. EQUAL OPPORTUNITIES

The University of Nottingham and UMS agree that neither party shall discriminate
against any person connected to this agreement or the programmes that form this
agreement on the basis of race, ethnicity, colour, religion, sex, sexual orientation,
marital or parental status, national origin, age or disability.

17. SUSPENSION TO AND WITHDRAWAL FROM THE PROGRAMME

The University of Nottingham reserves the right to withdraw from the programme if
UMS fails to fulfil the stated obligations.

Should either of the Partners wish to withdraw from the agreement, then they should
provide a written notice of intent to withdraw from the agreement no later than 12
months prior to the desired date of withdrawal. Nevertheless both partners are
committed to ensuring to students still registered on the programme such provision
and support as specified in this agreement. The termination of the agreement must
not compromise the possibility for students remaining on the programme to complete
their studies in a manner comparable to that of the previous cohorts.

The University of Nottingham and UMS have an obligation to fulfil their commitment
to enrolled students.

18. DURATION OF THE AGREEMENT AND REVIEW ARRANGEMENTS

The agreement is established for an initial period of 3 years from the date signed
below and is subject to review in the 12 months prior to the potential date of renewal.

Agreed on Behalf of UMS  Date

Rector: Prof. Bambang Setiaji

Agreed on Behalf of The University of Nottingham  Date

Mr John Mills, President, the University of Nottingham Council
Appendix 1.

Structure of Program on Year 2

<table>
<thead>
<tr>
<th>Year 2</th>
<th>UMS Master Curriculum</th>
<th>Equivalency to the 1st Year of Nottingham’s Regular PhD</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd Semester</td>
<td>Taught Module: Selected Topics in Pavement Engineering</td>
<td>Research Training Programme</td>
</tr>
<tr>
<td></td>
<td>Research Module: Research Plan</td>
<td>Research Outline</td>
</tr>
<tr>
<td></td>
<td>Research Module: Master Thesis</td>
<td>Draft of 1st year report</td>
</tr>
<tr>
<td>4th Semester</td>
<td>Research Module: Continuation of Master Thesis</td>
<td>1st year report</td>
</tr>
</tbody>
</table>