UNIVERSITY OF SOUTHAMPTON

AND

ICT RESOURCES AND HRD AGENCY

CO-SPONSORSHIP AGREEMENT
THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the day of 2013

BY AND BETWEEN

UNIVERSITY OF SOUTHAMPTON (hereinafter referred to as the "University") of Highfield, Southampton, SO17 1BJ

AND

ICT RESEARCH AND HUMAN RESOURCES DEVELOPMENT AGENCY OF THE MINISTRY OF COMMUNICATION AND INFORMATION TECHNOLOGY, THE REPUBLIC OF INDONESIA (hereinafter referred to as "ICTR & HRDA") of Jl. Medan Merdeka Barat No. 9, Jakarta – 10110, Indonesia

The University and ICTR & HRDA hereinafter respectively referred to as the "Party" and collectively referred to as the "Parties"

WHEREAS

(A) The University is a research led British University in which teaching and learning take place in an active research environment. The University is committed to the advancement of knowledge through critical and independent scholarship and research of international significance; the communication of knowledge in an active learning environment involving staff at the forefront of their disciplines; and the application of knowledge for the benefit of society, both directly and by collaboration with other organisations.

(B) ICTR & HRDA is a unit under the Ministry of Communication and Information Technology of The Republic of Indonesia which is commissioned to undertake research and human resources development works in the field of Information and Communication Technology (ICT). This division is in charge in policy making, evaluating, reporting, monitoring and executing ICT research and human resources development initiatives to achieve the vision of building an Indonesian Information Society.

(C) The Parties wish to enter into an agreement to co-sponsor students who are proposed by ICTR & HRDA and accepted by the University into postgraduate taught courses within Faculties of the University.

(D) This Agreement sets out the nature of the relationship between the Parties and their respective obligations
NOW IT IS HEREBY AGREED

1. INTERPRETATION & DEFINITION

1.1 For the purpose of this Agreement:

"Approved Promotional" shall mean any publicity and/or promotional Material materials approved in accordance with Clause 10

"Commencement Date" shall mean the date of the signature of the last party to sign

"Intellectual Property Rights" shall mean any patents trade-marks service marks design rights (whether registerable or otherwise) applications for any of the foregoing, copyright, including rights in software and websites, database rights, trade or business names, know how, research and results, improvements and other similar intellectual property rights or obligations whether now known or future whether registerable or not in any country

"Faculty" shall mean Faculties of the University who accept students under this co-sponsorship Agreement

"Term" shall mean the period of 5 years from the Commencement Date

1.2 references to the singular shall include the plural and vice versa.

1.3 references to Clauses are to clauses in this Agreement, references to Schedules are to schedules to this Agreement and references to this Agreement shall include the Recitals and the Schedules.

1.4 headings are inserted for convenience only and no account shall be taken of the headings in construing this Agreement.

1.5 references to legislation shall include references to such legislation as amended or re-enacted from time to time.
2. GENERAL

2.1 This Agreement relates to prospective students of the University eligible to pay fees at the overseas students' rate from time to time in force and specifically excludes prospective students eligible to pay fees at the UK/EU students' rate.

2.2 ICTR & HRDA shall have no authority whatsoever, whether express or otherwise, to make any offer of a place to any prospective student or students or to suggest to any student or students that the University will offer a place to the prospective student or students.

2.3 The University is under no obligation to make any offers to a prospective student or students referred to it by ICTR & HRDA and shall be entitled to reject all or any of the applications.

2.4 For the avoidance of doubt, ICTR & HRDA shall have no authority whatsoever to enter into any agreement or contract which may bind the University.

2.5 The Parties mutually warrant that there are no restrictions affecting their rights to enter into this Agreement and to fulfill their respective obligations hereunder.

3. THE UNIVERSITY'S DUTIES

3.1 During the continuance of this Agreement the University shall act in good faith and shall:

3.1.1 provide ICTR & HRDA with such supplies of its prospectuses, brochures, application forms and other promotional literature as are reasonably required by ICTR & HRDA and which are necessary for the performance by ICTR & HRDA of its obligations under this Agreement and in particular shall provide a list of all postgraduate taught courses and postgraduate research areas available to students under this Agreement;

3.1.2 where possible, make all such information available on its website and provide to ICTR & HRDA details of the relevant web pages;

3.1.3 reduced fees payable by students from ICTR & HRDA in accordance with the terms of Clause 5 below.
3.2 The University shall procure that each Faculty to which an application is made for study by a prospective student will evaluate and determine the suitability of that student for admission to such study and will, if appropriate, make an offer in writing to that student.

3.3 Admission to study at the University will be subject to the student meeting the admission requirements of the University and obtaining the appropriate visa. The language of teaching shall be English and prospective students shall meet the English language requirements of the University as advised from time to time.

4. **ICTR & HRDA DUTIES**

4.1 ICTR & HRDA shall make available to prospective students all information referred to in Clauses 3.1.1 and 3.1.2, where possible on its website, and will publish an invitation to students to apply for co-sponsorship for study to be made available to students under this Agreement.

4.2 ICTR & HRDA shall provide to the University a list of students who have expressed an interest in postgraduate taught courses or postgraduate research areas available to students under this Agreement, including details of the students’ names, addresses and study objectives. Appropriate Faculties of the University may contact such students directly to provide comprehensive information about relevant postgraduate taught courses or postgraduate research areas and full details of the admissions procedure.

4.3 ICTR & HRDA shall supply to the University a list of all students who are eligible to receive sponsorship funding from ICTR & HRDA under this Agreement.

4.4 ICTR & HRDA is responsible to bear all necessary expenses for the students who apply for and are accepted for a chosen programme of study at the University for the duration of their study. Such expenses include the student’s own living expenses including but not limited to transportation to and from the University, travel in the UK, accommodation including security or housing deposits, meals, medical insurance, books and supplies, passport and all visa or residency permit costs and all other debts and other incidental expenses incurred. Student union fees and fieldwork costs will be bear by the student.

5. **FUNDING**

5.1 In respect of each student who applies for and is accepted for a chosen programme of study at the University and

5.1.1 enrols on a full time one (1) year taught masters course in a Faculty of the University, the University shall offer a fee reduction equivalent to 15% of
the tuition fees to be paid by the student for that programme of study.

5.2 In addition to Clause 5.1 above the University will provide free to each student who is accepted on a programme under Clause 5.1 but who is required to attend a pre-sessional English language to meet the University’s English language requirements in accordance with Clause 3.3, six (6) weeks pre-sessional English language training to assist that student to meet the University’s English language requirements.

5.3 ICTR & HRDA shall pay the balance of the tuition fees due to the University. The costs of maintenance, medical insurance (if required) and any stipend will be agreed between ICTR & HRDA and the student. For the avoidance of doubt, students on any programme at the University shall be responsible for payment of their own accommodation and living costs.

5.4 The payment to the University referred to in Clause 5.3 above shall be made within 30 days of receipt by ICTR & HRDA of an invoice from the University detailing the student or students and the fees due.

5.5 All payments shall be made in pounds Sterling (£).

6. STUDENTS

6.1 Students enrolled at the University are subject to the charter, statutes, ordinances, regulations and rules of the University and any breach will be dealt with in accordance with the University’s procedures.

6.2 Students shall also be subject to the laws, regulations, policies, practices and rules of ICTR & HRDA in relation to its sponsorship of the students.

6.3 Subject to Clause 9 below, the University will provide ICTR & HRDA with a report on enrolled students’ progress, including marks where appropriate, twice yearly, in March and September unless agreed otherwise.

7. CONFIDENTIALITY

7.1 Both Parties shall, at all times, both during the term of this Agreement and after its termination, maintain in strictest confidence and shall not directly or indirectly divulge or communicate to any third party without the other’s prior written
consent any financial, technical, commercial and/or other confidential information concerning the other or the subject matter of this Agreement except for information or materials which are required to be disclosed for the purposes of this Agreement, or information or materials in the public domain, provided that such information or materials do not come into the public domain as a consequence of a breach of this Clause 7, or are information or materials which are required to be disclosed by law.

8. INTELLECTUAL PROPERTY

8.1 Except as provided by this Agreement, neither Party shall make use of any Intellectual Property of the other without the express written consent of the other.

8.2 Each Party acknowledges and agrees that the other is the proprietor of all Intellectual Property used on or in relation to the other’s business and the goodwill relating thereto.

8.3 Each Party acknowledges that the benefit of all use of any such Intellectual Property and the goodwill which accrues as a result of its use of such Intellectual Property shall inure to the other absolutely.

8.4 Each Party hereby undertakes not to use such Intellectual Property at any time in a manner likely to prejudice any of the foregoing.

8.5 Each Party undertakes not to use any such Intellectual Property in conjunction with any other brand or trade mark or other intellectual property (whether registered or unregistered) without the prior written consent of the other.

8.6 Each Party shall ensure that its own logo(s) and/or trade marks if incorporated in any Approved Promotional Material (only as expressly approved in writing by the other) are kept entirely separate from the other’s Intellectual Property and shall not be used in any manner which could lead to confusion as to the ownership of the other’s Intellectual Property.

8.7 Each Party hereby specifically acknowledges that all of the other's Intellectual Property may only be used during the Term in accordance with the terms of this Agreement. Upon termination of the Agreement each Party agrees that it will deliver up to the other or destroy any and all information and publicity and/or promotional materials whether supplied by the other or produced by either Party.
bearing the other's Intellectual Property which is in its possession custody or control at the time of such termination.

9. **DATA PROTECTION**

The Parties agree to obtain, in accordance with the format set out in Schedule 1 hereto, the consent of prospective students to the transfer of their personal information between the Parties, including but not limited to admission, progress, marks and other relevant information.

10. **PUBLICITY AND PROMOTIONAL MATERIAL**

All publicity and/or promotional materials to be used in connection with the performance of this Agreement shall be submitted to the International Office of the University for formal written approval. For the avoidance of doubt in the absence of formal written approval the publicity and/or promotional materials shall be deemed to be unapproved.

11. **ASSIGNMENT AND SUB-CONTRACTING**

Neither Party shall without the prior consent in writing of the other, assign or sublet the whole or any part of the services duties or obligations which they are to undertake pursuant to this Agreement.

12. **FORCE MAJEURE**

Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstances which could not have been contemplated and which are beyond the Party's reasonable control.
13. NOTICES

13.1 Notices should be delivered by hand, first-class prepaid post or facsimile.

13.2 Notices shall be deemed to have been received:

13.2.1 if delivered by hand, on the day of delivery if it is the recipient's business day and otherwise on the first business day of the recipient immediately following the day of delivery;

13.2.2 if sent by first class prepaid post, on the third business day after the day of posting;

13.2.3 if sent by airmail, on the seventh business day after the day of posting;

13.2.4 if sent by facsimile, if transmitted between 09.00 and 17:00 hours on a business day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument or if transmitted at any other time, at 09.00 on the first business day (recipient's time) following the completion of receipt by the verification of the sender of verification transmission from the receiving instrument.

13.3 The addresses (including electronic addresses) of each Party to the Agreement to which all Notices shall be sent are those specified in Schedule 2 of the Agreement, or such other address as either Party may by written Notice specify to the other for the purpose of this Clause 13. Alternatively it will be deemed to be the one specified in page 2.

14. DISPUTE RESOLUTION

14.1 Day-to-day operation of the Agreement will be conducted between staff of the Faculty and their counterparts within ICTR & HRDA. It is in these interactions that disputes may initially become apparent. All disputes which shall at any time arise between the Parties which cannot be resolved by the staff concerned shall be referred to the signatories of this Agreement or their successors who will seek to resolve the dispute in the first instance.

14.2 If any dispute arises out of this Agreement which is not settled within 30 days of the referral mentioned in Clause 14.1, the Parties will attempt to settle it by arbitration.

14.3 To initiate arbitration, a Party must give notice in writing to the other Party to the dispute requesting arbitration in accordance with Clause 14.2.
14.4 Any disputes arising under or in connection with this Agreement shall be referred by the Parties to arbitration by an arbitrator jointly appointed by the University and ICTR & HRDA. In the event that there is no agreement on the choice of arbitrator, each Party shall select a member of professional staff from an university of their choice, which university shall not be a Party to this agreement. These two professors will agree upon an independent chairman willing to act. The arbitrators will seek a solution acceptable to both Parties and failing that will make a recommendation which the Parties may accept or reject.

14.5 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until they have attempted to settle it by arbitration and that arbitration has terminated.

15. **DURATION AND TERMINATION**

15.1 This Agreement shall come into effect on the Commencement Date and shall continue in force for the Term unless terminated in accordance with this Clause 15.

15.2 Either Party shall have the right to terminate this Agreement at any time for no cause by giving the other Party thirty (30) day notice in writing.

15.3 Either Party shall have the right to terminate this Agreement forthwith by written notice to the other:

15.3.1 in the event the other shall be guilty of any material breach, non-observance or non-performance of its obligations hereunder and shall not have remedied such breach, non-observance or non-performance (if it is capable of remedy) within thirty (30) calendar days after notice thereof in writing;

15.3.2 the event the other shall be unable to repay its debts in the ordinary course of business or enter into liquidation whether compulsory or voluntary or have a receiver appointed or otherwise become subject to any insolvency proceedings or laws.

15.4 Termination of this Agreement shall be without prejudice to any claims for fees due under Clause 5 above, damages or otherwise arising prior to termination irrespective of the cause of termination.

16. **MISCELLANEOUS**

16.1 This Agreement and the documents referred to herein constitute the whole agreement between the Parties with respect to the subject matter hereof and shall be deemed to have effect from the Commencement Date in substitution for all previous agreements and arrangements between the Parties hereto with respect to the subject matter hereof (whether or not reduced to writing) all of which shall be deemed to have been terminated by mutual consent. Each Party acknowledges that it is not relying on any warranty, representation or undertaking by the other Party or any of its officers, servants or agents, other than as contained herein.
16.2 No variation of this Agreement shall be valid unless it is in writing and signed by both Parties to the Agreement.

16.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement which shall continue in full force and effect in accordance with its terms.

16.4 Nothing in this Agreement shall create a partnership or joint venture between the Parties and save as expressly provided in this agreement neither Party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other Party.

16.5 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

16.6 The express or implied waiver by either Party of any right under this Agreement or of any breach or default by the other shall not constitute a waiver of any other right under this Agreement or of the same breach or default on another occasion.

16.7 This Agreement shall be governed by and construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts in connection with any dispute arising hereunder

IN WITNESS WHEREOF, the undersigned, have signed this MoA.

Done at........................................on................................. In duplicate in English language and Bahasa Indonesia, all texts being equally authentic. In case of any divergence, the English Language text shall prevail.

Signed for and on behalf of University of Southampton by

Name: Professor Mark Spearing
Title: Pro- Vice-Chancellor (International)
Date: 2/12/13

Signed for and on behalf of ICT Resources & HRD Agency

Name: Aizirman Djusan
Title: Head of ICT Research and Human Resources Development Agency of the Ministry of Communication and Information Technology, The Republic of Indonesia
Date: 5/12/13
SCHEDULE 1 - Consent for Data Protection purposes

TO:

International Office
University of Southampton
Highfield
Southampton
SO17 1BJ
UK

Dear Sirs,

Application to University of Southampton

I, ________________________, consent to the University of Southampton and [INSERT NAME] processing my application to undertake a programme at the University of Southampton on my behalf and for personal information about me and regarding my application, my progress and any marks or other relevant information being transferred between the University of Southampton and [INSERT NAME] and vice versa.

If I wish to withdraw my consent I will confirm this in writing to the University of Southampton and to [INSERT NAME].

Yours faithfully,

SCHEDULE 2 - Notices:

THE UNIVERSITY

International Office Tel:  + 44 23 8059 2772
George Thomas Building Fax:  + 44 23 8059 8878
Building 37 E-Mail: international@soton.ac.uk
University of Southampton
Highfield
Southampton
SO17 1BJ
ICTR & HRDA
Jl. Medan Merdeka Barat No. 9, Jakarta - 10110, Indonesia
Tel: Fax:
Email: