

**ACADEMIC PROGRAMME AGREEMENT**

**BETWEEN**

**AAA**

**AND**

**UNIVERSITI SAINS MALAYSIA**

**COLLABORATION IN CONDUCTING**

**BACHELOR OF \*\*\***

**(HONS.) ( \*\*\* ) :**

**OFFSHORE PROGRAMME**

**UNIVERSITI SAINS MALAYSIA**

**ACADEMIC PROGRAMME AGREEMENT**

**THIS ACADEMIC PROGRAMME AGREEMENT** is made and dated the day of 2022 (hereafter referred to as “this Agreement”);

**BETWEEN**

**UNIVERSITI SAINS MALAYSIA**, a public university established under the Universities and University Colleges Act 1971, which for the purpose of this Agreement is represented by its \*\*\*, and having its address at Level 6, Chancellory Building, 11800 USM, Pulau Pinang, Malaysia (hereinafter referred to as “USM”) of the first part;

**AND**

**AAA (Company no. \*\*\* ),** a company incorporated under the laws of Malaysia, which wholly owns and operates the \*\*\* **COLLEGE,** an educational institution with its campus at \*\*\* (hereinafter referred to as “AAA”) of the second part.

(USM and AAA shall hereinafter be referred to collectively as “Parties” and individually as “Party”, where the context so requires)

**WHEREAS:-**

1. AAA and USM are concerned with individuals’ and nation’s needs for education and training, and are desirous of collaborating in conducting USM’s Bachelor of \*\*\* (Hons.) ( \*\*\* ) undergraduate programme (“Programme”) in \*\*\* College leading towards the award of a degree by USM.

1. AAA offers and USM accepts the offer to make and enter into an agreement which requires AAA to provide necessary infrastructures, learning equipment and facilities for USM through its School of \*\*\* to conduct the Programme at \*\*\* College for students recruited during the **(2021/22, 2022/23, 2023/24, 2024/25 and 2025/26)** academic session whereby the mode of studies and supervision of such a programme shall be jointly conducted by both Parties subject to the terms and conditions hereinafter contained.

1. USM through its School of \*\*\* warrants that it has the experience and expertise to provide the necessary educational programme leading towards a Bachelor of \*\*\* (Hons.) ( \*\*\* ) at \*\*\* College.

1. The designated authority and school responsible for the implementation of this Agreement shall be \*\*\* College and the School of \*\*\*, on behalf of AAA and USM respectively.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Duration of the Agreement**

This Agreement shall commence on the date first abovewritten (hereinafter referred to as “Effective Date”) and expire on \*\*\* or upon completion of the study by the last cohort of students, whichever is later. This Agreement may be extended for a further period by one Party giving written notice to the other at least six (6) months before the expiry date subject to the terms and conditions to be agreed between the Parties.

1. **Collaboration**

AAA and USM shall commence the Programme on a date to be agreed upon by the Parties (hereinafter referred to as “the Programme Commencement Date”). The Programme Commencement Date shall be within one (1) calendar year from the Effective Date or such other date as may be mutually agreed between the Parties in writing.

1. **The Programme**

* 1. Subject to the provisions of clause 15 herein, the Programme may, at USM’s discretion, be revised and improved during the tenure of this Agreement with collaborative inputs from AAA.

* 1. The principles upon which the Programme is designed, its details and the participation of USM in the development, delivery and supervision of the Programme are as stated in **Appendices A, B, C, D** and **E** to this Agreement. The Appendices to this Agreement may be modified from time to time, subject always to the provisions of clause 15 herein.

* 1. The provisions of **Appendices A, B, C, D, and E** shall be read and construed as part of this Agreement and shall bind the Parties, unless otherwise stated in this Agreement.

1. **Special Covenants On the Programme**

* 1. **Commencement of the Programme**

It is agreed that the first intake of students may commence their studies in the Programme on the Programme Commencement Date and subsequent intakes will commence their studies by intake schedules to be decided upon by USM.

* 1. **Student Selection and Intake**

* + 1. The selection of students to be admitted to the Programme shall be done by USM and mutually agreed upon by both Parties. The targeted number of students to be admitted for the Programme for each academic calendar year shall be \*\*\* (\*\*\*) students or such minimum number as may be agreed upon in this Agreement.
    2. AAA shall ensure that there is a minimum number of students enrolled for every academic calendar year (every 2 semesters) as follows:

1. For the first cohort of the Programme, the minimum number of students per academic year shall be \*\*\* (\*\*\*);
2. For the subsequent cohorts, the minimum number of students per academic year shall be \*\*\* (\*\*\*).

4.2.3 The Parties agree that if in the second cohort or any of the subsequent cohorts, the number of applicants qualified to be admitted for the Programme is \*\*\* (\*\*\*) or less, USM shall have the absolute prerogative to suspend the Programme for that particular cohort. USM agrees that AAA shall be indemnified for all penalties, costs and expenses as a result of such action.

* 1. **Academic Calendar**

The Programme Commencement Date, its termination, vacations and dates of examinations and other forms of training and assessment shall be governed by and shall be in accordance with the academic calendar of USM. No deviations shall be made without the prior written agreement of USM.

* 1. **Teaching Centres**

* + 1. The Programme shall be conducted at the following premises of AAA:

(a) \*\*\*; and/or

(b) \*\*\*.

(the above premises shall be individually and jointly referred to as “the Teaching Centre”)

4.4.2 In the event that AAA requires for the Programme to be carried out in a different premises other than the Teaching Centre, the mutual agreement of both parties shall be required, subject however, that AAA shall ensure that the new premises meet the requirements of the Ministry of Higher Education.

4.4.3 AAA shall ensure that the Teaching Centre is suitable for the purpose of teaching, learning and training of the Programme in terms of its facilities, space and size, and such premises be adequately equipped prior to the Programme Commencement Date.

4.4.4 AAA shall ensure and confirm to USM that it has met the minimum academic staff requirement for relevant year of study of the Programme.

4.4.5 The Parties hereby agree that USM may at any time before or after the Programme Commencement Date, inspect the Teaching Centre and equipment therein to determine that the provisions of clauses 4.4.2 and 4.4.3 have been met.

* 1. **Admission Requirements**

The minimum admission criteria for the Programme are given in **Appendix B** hereto. USM shall at its sole and absolute discretion change or amend the minimum admission criteria for the Programme. Students with other recognized equivalent qualifications may be admitted if USM is satisfied that they show the ability to complete the Programme. Any changes to the entry requirements by USM shall take immediate effect in this Agreement.

* 1. **Compliance With Law and Policy**

USM and AAA shall comply with all laws, Acts, Statutes and Regulations in respect to all matters at all times.

* 1. **Responsibilities of USM**

USM shall:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | 4.7.1 | develop and provide to AAA a curriculum to meet the educational requirements of a programme of study that on its successful completion will equip the qualified students with the necessary knowledge and competence in the field of study of the Programme and lead to the award of USM’s Bachelor of \*\*\* (Hons.) ( \*\*\*) degree; | |
|  |  | 4.7.2 | appoint suitably qualified staff from its School of \*\*\* to supervise, monitor and evaluate the Programme, to monitor the suitability of the facilities and the equipment as well as the staff and to monitor the assessments in order to maintain and control academic standards as stated in **Appendix** **D** hereto; | |
|  |  | 4.7.3 | make available learning materials that it has developed for the subjects and courses in the Programme or subjects and courses similar to those offered in the Programme, provided always that AAA shall observe the copyright and other intellectual property rights of USM and shall not use or dispose of these materials for any other programme or purpose; | |
|  |  | 4.7.4 | make available to AAA such new information, knowledge and research findings in the possession of USM that USM at its sole discretion considers relevant to assist in or improve the teaching of the Programme, provided always that AAA shall observe the copyright and other intellectual property rights of USM and shall not use or dispose of these materials for any other programme or purpose; | |
|  |  | 4.7.5 | To do all things necessary to ensure that the academic staff shall be fully qualified to conduct the Programme, including providing all necessary staff training, written and oral advice to AAA staff teaching the Programme, with the cost of all training, facilities, travelling, room and board and shall fully be borne by the Parties as follows :-  (a) The cost of all facilitators of USM conducting, training, room and board and shall fully be borne by USM for USM staff;   1. Reasonable facilities and arrangements shall be made available at all times by USM for all such AAA academic staff in training at USM. If training occurs at the Teaching Centre, then AAA shall bear the cost of training facilities at the Teaching Centre. 2. All travelling costs shall be borne by each Party respectively for their own staff. | |
|  |  | 4.7.6 | unless otherwise agreed in writing, set evaluate and mark all final examinations of each semester. Any other continuous assessments may be evaluated, moderated and/or marked by USM as deemed necessary by USM; | |
|  |  | 4.7.7 | prepare all final semester examination papers; | |
|  |  | 4.7.8 | permit AAA to print on all brochures and advertisements relating to the Programme, a statement indicating USM’s collaborative role and supervision of the Programme, including a general description of the Programme. Notwithstanding those herein before mentioned, AAA shall not use USM’s logo in any of its dealings, and correspondences except for purposes for which prior written permission has been obtained from USM; | |
|  |  | 4.7.9 | do all things necessary to train AAA’s staff to teach the Programme at \*\*\* College; |
|  |  | 4.7.10 | advise AAA in its staff development plans so as to ensure that suitable staff is available to teach the Programme at AAA; |
|  |  | 4.7.11 | at its own cost and expenses, apply for necessary approvals from the Ministry of Education and other relevant authorities for the Programme to be conducted at AAA; |
|  |  | 4.7.12 | assist AAA in the promotion of the Programme ; and |
|  |  | 4.7.13 | ensure that the Programme is recognised by the Government of Malaysia. |

* 1. **Responsibilities of** AAA

AAA shall:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | 4.8.1 | obtain all approvals required before the Programme Commencement Date; |
|  |  | 4.8.2 | make available infrastructures and premises as agreed to by USM and resources for the teaching and the holding of examinations of the Programme; |
|  |  | 4.8.3 | make available adequate, proper and suitable educational, teaching and learning facilities for the Programme; |
|  |  | 4.8.4 | submit to USM for approval, a list of its academic staff members that have been selected to teach the Programme and their qualifications two (2) months before the Programme Commencement Date; and thereafter submit annually to USM for approval a list of academic staff members and their respective qualifications, two (2) months before the start of each semester.    If USM raises concern over any academic staff member not being qualified or suitable to teach the Programme, the Parties shall endeavour to come to a mutually acceptable solution. |
|  |  | 4.8.5 | appoint academic staff members who have been approved by USM as being suitably qualified to teach the Programme, afford them facilities or teaching duties at the Teaching Centre on the Programme Commencement Date; |
|  |  | 4.8.6 | provide a proper and suitable office for any visiting staff of USM; |
|  |  | 4.8.7 | submit to USM for review any marketing and promotional material that carries the name of USM, its logo and this Programme; |
|  |  | 4.8.8 | maintain at all times proper register of the students’ enrolment including all record pertaining to the students enrolled in the Programme; |
|  |  | 4.8.9 | submit to USM a list of enrolled students actually attending the Programme prior to receipt of the fees as stated in clause 5.3; |
|  |  | 4.8.10 | not permit the students or any person to make copies, parts or extracts thereof of the Instructor’s Manuals as may be provided by USM at its sole discretion or to provide them with such copies; insofar as is within the reasonable control of the AAA; |
|  |  | 4.8.11 | keep records on students including their performances in examinations and assessments, health records and to make these readily available to USM in order for an informed judgement to be made on those occasions when the continued enrolment of a student in the Programme is being questioned by either or both Parties on any grounds; |
|  |  | 4.8.12 | ensure a high level of discipline and attendance of the students enrolled in the Programme and to follow and apply all USM rules and regulations relating to student discipline in such manner as any fulltime student at USM may be subjected to. In the event of any breach of discipline by the students in the Programme, such disciplinary matters shall be referred to USM for the necessary actions to be taken by USM; |
|  |  | 4.8.13 | hold examinations at the Teaching Centre in accordance with the provisions of **Appendix C**; |
|  |  | 4.8.14 | conduct teaching-learning-training and other activities such as tutoring and counselling that commensurate with the requirements of the curriculum of the Programme as specified in **Appendix A**; and |
|  |  | 4.8.15 | carry out an appropriate evaluation of quizzes and course work assessments in every semester for all the subjects offered in the Programme. |

1. **Financial Agreements and Consideration**

* 1. The Parties hereby agree that each student enrolled for the Programme shall be charged the following fee:

1. a fee of **RM**\*\*\* per semester for each Malaysian student,until the completion of his/her study under the Programme. For the purpose of clarity, a ‘Malaysian student’ shall mean a student(s) who holds a Malaysian citizenship and qualifies for the privileges accorded under the enrolment policy of USM; and

(b) a fee of **USD\*\*\*** per semester for each non-Malaysian student,per semester until the completion of his/her study under the Programme.

(The fees referred to in clause 5.1 (a) and (b) are hereinafter referred to as “**Fees**”).

5.2 The Parties agree that any revision and change to the Fees shall require the prior written consent of both Parties, and the apportionment of Fees as stated in clause 5.4 shall be adjusted in similar proportion accordingly. The Parties further agree and acknowledge that any change to the Fees shall be subject to the approval of the relevant body or committee in USM.

* 1. USM shall be responsible for the collection of the Fees and for any uncollected fees. In the event of any Fees unpaid by the students, USM shall immediately take all reasonable steps to do all things necessary to collect the unpaid Fees. USM shall keep AAA informed at all times of the status of the Fees collection.
  2. The Parties hereby agree that the Fees for Malaysian student shall be apportioned between the Parties as follows:

1. a sum of RM\*\*\* (Ringgit Malaysia \*\*\*) only per semester / per student shall be payable to AAA (hereinafter referred to as “AAA‘s Portion”) being the academic activities fee, which shall be payable to AAA not later than the beginning of the fifth academic week of each semester; and

(b) a sum of RM\*\*\* (Ringgit Malaysia \*\*\*) only per semester / per student shall be retained by USM being USM’s fees for providing the curriculum for the Programme.

* 1. The Parties hereby agree that the Fees for Non-Malaysian student shall be apportioned between the Parties as follows:

1. a sum of USD\*\*\* (US Dollar \*\*\*) only per semester / per student shall be payable to AAA (hereinafter referred to as “AAA’s Portion”) being the academic activities fee, which shall be payable to AAA not later than the beginning of the fifth academic week of each semester; and

(b) a sum of USD \*\*\* (US Dollar \*\*\*) only per semester / per student shall be retained by USM being USM’s fees for providing the curriculum for the Programme.

* 1. For the avoidance of doubt, AAA shall not impose any further fees on the students enrolled under the Programme unless mutually agreed with USM.

5.7 The Parties hereby agree that AAA shall pay to USM a penalty in the sum of RM \*\*\* per shortfall of student as a one-off penalty in the event –

1. the number of students enrolled for the first cohort is less than \*\*\* (\*\*\*) students per academic year; and
2. the number of students enrolled for the subsequent cohorts is less than \*\*\* (\*\*\*) students per academic year.

1. **Organisational Structure and Course Governance**

* 1. The running and management of the Programme at AAA shall be the joint responsibility of USM and AAA (“Management Body”). The organisational structure for the implementation of the curriculum at AAA is as stated in **Appendix E** which is parallel to the structure in place at USM for ease of monitoring and control by USM.

6.2The Management Body shall consist of an even number of members of both Parties:-

* + - * 1. Dean, School of \*\*\*, USM;
        2. USM Programme Coordinator, USM-AAA Programme;
        3. USM Course Coordinator, USM-AAA Programme;
        4. School of \*\*\* Secretariat Committee (such membership shall not exceed six (6) persons);
        5. a number of persons equal to those stipulated in clause 6.2 (b) and (c) as may be appointed by AAA; and
        6. Any other third party persons as may be mutually agreed to by the Parties.

USM shall appoint a coordinator who will be coordinating the teaching at AAA and stipulate and regulate the curriculum and the teaching methodology.

6.3 The Management Body shall also be in charge of:-

the day to day running of the Programme;

staff and student affairs;

all evaluation and examination exercises;

assisting in the appointment of examiners, i.e. paper setters and evaluators;

assisting in the appointment of faculty and staff members; and

overseeing students conduct and discipline.

1. **Examinations**

* 1. Examination questions shall be set by USM’s School of \*\*\* and will be sent to AAA by the Examination Section, Division of Academic Management USM.

* 1. Examinations are to be held at the same date and time as conducted at USM.

* 1. Evaluation of the examination will collaborate with the USM School of \*\*\* through a mechanism deem fit by the USM School of \*\*\*.

* 1. The overall governance of the examination and evaluation exercises will be theresponsibility of an Examination Committee set-up at USM, consists of USM Coordinators, AAA Coordinators and Lecturers / Examiners of each course.

* 1. All examination results from the Programme shall be tabled to the USM School of \*\*\* Board of Examination and USM Examination Council and endorsed by USM Senate.

* 1. USM shall be responsible for the appointment and remuneration of the person or personsappointed and nominated by USM to hold the positions referred to in clause 7.4 above and AAA shall be responsible for the appointment and remuneration of the person or persons appointed and nominated by AAA to hold the positions referred to in clause 7.4 above.

1. **Legal Relationship**

This Agreement does not create a relationship of principal and agent between the Parties nor shall it constitute a partnership.

1. **Exclusivity and Law**

It is agreed that AAA shall not enter into any academic programme similar to the Programme with any institution located in Malaysia during the term of this Agreement, unless with the prior written agreement of USM. Without prejudice to the aforesaid, it is also agreed that there shall be no restraint of trade as provided for in law, and that both Parties shall strictly follow Malaysian law at all times.

1. **Taxation**

Each Party shall be liable for its own taxation if any.

1. **Representation**

Neither Party will enter into any agreement or other obligation, commitment or liability of any kind on behalf of the other or attempt to do so or hold itself out as representing the other unless previously authorised in writing that the other Party may do so.

1. **Copyright of Materials**

* 1. AAA shall not copy any material provided by USM other than as authorised by USM and undertakes not to modify, delete, add or alter any such material without the prior written permission of USM. USM acknowledges that AAA shall not be liable for any unauthorised copies or modifications that may be made outside of the control of AAA. This provision shall survive the termination of this Agreement.
  2. The materials so provided by USM to AAA shall be used exclusively for the Programme and shall not be used and/or copied in whatever form for any other similar course or Programme of studies offered solely by AAA or in collaboration with any other institution.

12.3 USM retains all rights, title and interests and copyright in materials that are provided under this Agreement by USM.

1. **Confidentiality**

* 1. Both Parties shall keep confidential all information provided by the other in relation to this Programme and without prior written consent shall not use or disclose or otherwise make available this information in any form to any person except to use the materials for authorised purposes. This provision shall survive the determination or early termination of this Agreement.

* 1. USM and AAA shall keep confidential all information contained in this Agreement, its appendices and any supplementary information in the course manual obtained from or supplied by USM during the term of this Agreement. This confidentiality obligation must be adhered to during the term of this Agreement and shall survive for five (5) years from the expiry or the earlier termination of this Agreement.
  2. Unless previously agreed to the contrary by USM in writing, AAA shall refrain from carrying on any programme identical or similar to the Programme herein contained in **Appendix A** hereto during the term of this Agreement.

1. **Termination.** 
   1. If USM or AAA (as the case may be) commits any of the conditions stated herein, then, the aggrieved Party shall be entitled to terminate this Agreement by serving a notice to that effect:
2. either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
3. either Party enters into an arrangement or composition with its creditors generally, or a receiver or manager is appointed; or
4. either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or
5. either Party fails to comply with any of its obligations under this Agreement save and except for the failures stipulated under clause 14.3 and 14.4 herein.
   1. The notice to terminate pursuant to clause 14.1 above (hereinafter referred to as “Termination Notice”) shall not be less than thirty (30) days written notice, save for in the case of sub-clause 14.1(d), whereby the Termination Notice shall be applicable and take effect only after the non-defaulting Party has first served a thirty (30) days written notice to the defaulting Party to remedy the default. In the event the default is not remedied within the aforesaid period, the non-defaulting Party shall then serve on the defaulting Party the Termination Notice to terminate the Agreement.

14.3 In the case of clauses 5.4(a) and 5.5(a), AAA shall issue to USM not less than seven (7) days’ written notice for USM to pay any unpaid AAA’s Portion to AAA, failing which AAA shall be at liberty to immediately terminate the Programme and deny entry to the Teaching Centre to USM and the students after the expiry of the aforesaid notice, without prejudice to any further rights to take legal proceedings for losses, damages, cost and expenses suffered as a result. For the avoidance of doubt, the actions contemplated under this clause 14.3 refers only to the particular cohort where AAA’s Portion is overdue and pending to AAA. It shall not, for all intents and purposes, affect the existing cohorts and the existing cohorts shall be allowed to continue with the Programme without interruption.

14.4 Notwithstanding anything hereinbefore contained, this Agreement may be terminated by mutual agreement if:

14.4.1 Either Party fails to provide all things necessary, including but not limited training, course materials, infrastructure, management staff and facilities to commence and continue the Programme;

14.4.2 The Teaching Centre is not available, and no suitable and acceptable alternative premises are available, with teaching-learning-training facilities that meet the requirements for the Programme as stipulated in **Appendix** D on the Programme Commencement Date;

14.4.3 There is insufficient full-time teaching and supporting staff with the appropriate academic qualifications to commence or continue with the teaching requirements in the Programme; or

14.4.4 An impasse is reached that is unable to be resolved amicably by mutual Agreement between the Parties.

14.5 The termination of the Agreement under clause 14.1 and 14.4 shall not discharge the Parties of any liabilities that have been incurred as at the date of the termination and the Parties shall have the rights to take legal proceedings for losses, damages, cost and expenses suffered as a result.

14.6 Upon the termination of this Agreement under clauses 14.1 or 14.4, AAA shall immediately cease to use any documents or materials provided to it by USM or advertise itself as having a connection with USM. AAA shall at the option of USM either destroy or return all such materials to USM.

14.7 Notwithstanding the termination of this Agreement pursuant to this clause 14, USM hereby agree to ensure that all existing students and students already enrolled in the Programme prior to the date of termination, shall be able to complete the Programme and be conferred the qualifications as would in the ordinary course have been conferred. To this effect USM shall absorb the aforesaid students into USM as full time students of USM at the School of \*\*\*.

1. **Variation of Agreement**

This Agreement may be varied at any time and from time to time by supplementary agreements in writing and signed by the Parties, and any such supplementary agreements shall be read and construed as part of this Agreement. In the event of any inconsistency, the supplementary Agreement shall prevail.

1. **Settlement of Dispute**

The Parties hereto agree to use their best efforts to promptly and adequately resolve dispute or differences which may arise through amicable conciliation or other means agreed upon. Both Parties shall keep the other Party informed at all times of all relevant information in regard to the students, management, policies and the Programme.

1. **Review of Agreement**

Either Party may review the provisions of this Agreement at any time should there be major changes in the ownership, administrative structure and organisation of the other party and the Teaching Centre that may adversely affect the academic standard, the facilities provided and the proper conduct of the teaching and examination of the Programme.

1. **Claims by Students**

18.1 Neither Party shall be liable for any injury that may occur to any student suffered at either Party’s premises. It is for each Party to take all steps to insure against any possible risks and to take all reasonable measures to ensure the safety of their respective premises against any claims.

18.2 For the purpose of clarity, students registered under this Programme remain students of USM and are not in any way considered as students of AAA. All students under this Programme shall have full and unfettered access to the facilities and infrastructure of USM and the School of \*\*\* subject always to the current regulations of USM and the School of \*\*\*.

1. **Costs**

The Parties shall bear their own cost and expenses in respect of this Agreement. USM shall bear the stamping fees incurred in accordance with Malaysian law only.

1. **Resolution of Material Changes**

In the event of any material changes to the composition of either AAA or USM’s School of \*\*\*, resulting in significant changes that may adversely affect the Programme, either Party may seek the resolution of such material changes at meeting(s). Such meeting(s) shall be held in good faith and attended by any officer(s) as may be assigned by the Vice- Chancellor of USM and the Principal of AAA, together with their respective staff with the objective of an amicable resolution.

1. **Notice**

* 1. Any notice to either Party hereunder must be in writing, signed by the Party giving it, and shall be served by facsimile and registered mail addressed as follows:

**USM**

For contractual matters:

Deputy Vice-Chancellor

Academic & International

Universiti Sains Malaysia

11800 USM, Pulau Pinang

Tel: +6 04 653 3295

For academic matters pertaining to the Programme:

Dean

School of \*\*\*

Universiti Sains Malaysia

11800 USM, Pulau Pinang

Tel: \*\*\*

AAA

For contractual and academic matters pertaining to the Programme:

Chairman/ Principal

\*\*\*

Tel.: \*\*\*

* 1. Any notice shall be deemed to have been duly served if given by post seven (7) days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was properly addressed, stamped and posted by way of registered post.

1. **Entire Agreement**

This Agreement and all the appendices annexed hereto shall supersede all other previous memoranda, agreements representations (both oral and written) and accordingly contains the final agreement between the Parties and no Party shall be bound by any undertaking, representations, warranties, promises or the like not recorded nor recited herein.

1. **Good Faith**

In the implementation of this Agreement, the Parties undertake to observe the utmost good faith and they warrant in their dealings with each other they shall neither do anything which might prejudice or detract from the rights, assets or interest of the other Party. The Parties shall at all times strictly follow all relevant provisions of all relevant laws.

1. **Authority to Execute Agreement**

Each Party confirms to the other that it has full power and authority to enter into this Agreement and both Parties have obtained the necessary approvals from the relevant authorities to implement the Programme.

1. **Assignment**

No Party may assign its rights, title and interest or delegate its obligations pursuant to this Agreement to a third party unless otherwise mutually agreed by both Parties.

1. **Validity and Severability**

Each of the provision herein contained in this Agreement and each of the clause is independent of every other provision to the effect that should any provision of this Agreement be deemed to be invalid and unenforceable, then such invalidity or unenforceability shall have no effect on any other provision of the Agreement such that all the other remaining provisions shall remain in full force and effect.

1. **Headings**

The headings to the clauses herein are inserted for convenience only and shall not prevail or be interpreted as part of the provisions of this Agreement.

*[ next page is the signing page ]*

**IN WITNESS WHEREOF** the Parties have hereunto executed this Agreement on the date and year first above written.

|  |  |
| --- | --- |
| Signed for and on behalf of  **UNIVERSITI SAINS MALAYSIA**  …………………………………………………………………  **PROF. DATO’ DR. FAISAL RAFIQ MAHAMD ADIKAN, *FASc***  Vice-Chancellor | Signed for and on behalf of  **AAA**  ……………………..…………………………………………..  **[ name and designation ]** |
| In the presence of:  ………………………………………………………………….  **[ HoD’s name and designation ]** | In the presence of:  ………………………………………………………………….  **[ name and designation ]** |

[ reserved for the relevant appendices ]

**APPENDIX A**

**APPENDIX B**

**APPENDIX C**

**APPENDIX D**

**APPENDIX E**