



Between
Universitas Sriwijaya
represented by
Prof. Dr. Ir. Anis Saggaff, MSCE, IPU, ASEAN. Eng.
Jalan Palembang-Prabumulih KM. 32
Indralaya, South Sumatera
- Applicant -



and

the Accreditation Agency for Study Programs in Engineering, Informatics, Natural Sciences
and Mathematics – ASIIN e. V.
represented by the Managing Director,
Dr. Iring Wasser
Mörsenbroicher Weg 200, 40470 Düsseldorf
- Contractor -

Universitas Sriwijaya's Ref. Number 0048/UN9/MoU/LN/2022

The following contract about the implementation of an accreditation procedure for degree programmes offered by the applicant is concluded.

Preface

By signing this contract, the applicant confirms that they have not yet filed a binding application at this point in time for accreditation of the degree programmes described in the offer with a different agency and/or that they have not yet received a negative notification. If the concept has been changed after a negative accreditation decision, the differences to the original application shall be laid out by the applicant.

§ 1 Object of the agreement

The object of this agreement is the conduct of an accreditation procedure by ASIIN e. V. for the following degree programmes offered by the applicant aiming at the award of the quality seals as specified in the following:

- Ba Agronomy, Ba Agribusiness, Ba agricultural Product Technology, Ba Soil Science and Ba Plant Protection (ASIIN seal)

The award of each seal is based on the version of the relevant criteria in place when this agreement is concluded. The respective criteria set is mentioned in the offer which is included as an appendix to this contract.

§ 2 Services of ASIIN e. V.

ASIIN e. V. shall perform the following services:

1. provision of the criteria to be complied with for the accreditation procedure as required by ASIIN e. V. and the international label owners,

2. conduct of a preliminary examination and discussion of the applicant's self-assessment report by e-mail or telephone/web conference,
3. selection and appointment of the members of the ASIIN expert team,
4. scheduling and implementation of the on-site visit at the higher education institution as described in the offer,
5. compilation of an accreditation report based on the information provided by the applicant and the findings during the on-site visit,
6. discussion and evaluation of the accreditation report in the relevant Technical Committees,
7. decision of the Accreditation Commission and, provided there is a positive vote, award of the ASIIN seal and other labels for which the applicant has applied,
8. delivery of the accreditation decision, report and, provided the decision is positive, certificate(s) for the ASIIN seal and other labels to the applicant,
9. publication of the accreditation report in line with the rules set forth by EQAR (European Quality Assurance Register for Higher Education).

The applicant shall be entitled to receive information from ASIIN about the status of the accreditation procedure at all times.

§ 3 Receipt and entry into force of the decision

1. All decisions of the Accreditation Commission as set forth in § 2 shall enter into force upon receipt of a respective decision notification.
2. The decision notification shall be delivered to the applicant by email.
3. In order to calculate the deadline, ASIIN e. V. shall assume the decision notification to be delivered to the applicant within three days after its posting. If this is not the case, the applicant shall have to notify ASIIN e. V. thereof and provide evidence.

§ 4 Deadlines

1. The accreditation period shall commence on the day the respective accreditation decision enters into force; the respective deadline shall be extended to the end of the last affected academic year. The end of the academic year is assumed to be the 30th of September.
2. In the case of an accreditation with requirements, the applicant shall provide documentation detailing the compliance with the requirements listed in the accreditation report. The deadline for submitting the documentation is stipulated in the accreditation decision and shall be communicated in the decision notification.

§ 5 Compensation

1. For its services, ASIIN e. V. shall receive compensation amounting to 19790,00 € plus local VAT and other taxes in Indonesia. Additional costs to be covered by the applicant include flights from Germany to Palembang and back as well as travelling, accommodation and subsistence within Indonesia.
2. The compensation is a fixed amount plus VAT payable for the services listed in § 2 and includes all costs and expenses of ASIIN e. V., all applicable taxes, duties and insurances.

In case of the award of international labels, the label owners have determined additional costs that are stipulated in the offer. If in exceptional cases the ASIIN expert team and the accreditation commission sees the need for an additional on-site visit, the applying body may incur further costs amounting to the actual expenses generated. This also applies to subsequent requests to extend the accreditation as set forth in § 7 (Significant Changes). ASIIN e. V. undertakes to duly account to competent authorities for all taxes and other charges owed by it.

3. The compensation shall be payable in two instalments; namely 80 % after the signing of the agreement and 20 % after the completion of the accreditation procedure once the initial decision has been made by the Accreditation Commission. In case the accreditation procedure is subdivided into clusters, the first instalment shall include 80 % of the overall amount. The remaining 20 % shall be due for each cluster individually after the respective decision by the Accreditation Commission. The costs for the separate clusters can be found in the offer attached to this contract.
4. If the applicant withdraws the application for one or more seals after the agreement has been signed but before the decision notification of the Accreditation Commission has been delivered, the following costs shall occur:
 - a) 30% of the total amount if withdrawn before the first draft of the self-assessment report has been submitted;
 - b) 50% of the total amount if withdrawn before the on-site visit;
 - c) 100% of the total amount if withdrawn after the on-site visit, plus a refund of all travel, subsistence and accommodation expenses for the experts;

If the withdrawal only affects the application for one of several seals or labels and if a procedure for the remaining seals or labels continues as agreed, § 5.4 a-c shall not apply.

§ 6 Rights upon completion of the procedure

1. ASIIN e. V. reserves the right to withdraw the ASIIN seal or any label of another institution conferred by ASIIN without further delay or to add retroactive requirements to the award if
 - a) an accreditation criterion was not observed or only inappropriately applied,
 - b) an essential procedural rule was infringed or
 - c) in case of wilful misrepresentation of facts.

This right shall not apply if the same accreditation decision would have been made even if the error had been avoided. Any refunding claims of the applicant's resulting thereof shall be examined individually.

2. Upon termination of the accreditation period, the applicant shall no longer describe the previously accredited degree programmes as accredited nor use the seal and/or labels awarded during the accreditation procedure.
3. ASIIN e. V. shall be entitled to correct typographical errors, miscalculations and any similar obvious mistakes in the accreditation confirmation at any time. ASIIN e. V. shall be entitled to request the submission of all documents which are to be corrected.

§ 7 Significant Changes

The applicant shall communicate all significant changes to the concept of any accredited degree programme to ASIIN e. V. If ASIIN e. V. learns about any significant change by other means, the applicant shall have no more than eight weeks to respond and clarify the issue. It shall be up to the Accreditation Commission to decide whether the alteration means a deterioration of quality and whether therefore a new accreditation is necessary. In this case, the accreditation shall be terminated unless a renewed accreditation is applied for. It shall be up to the Accreditation Commission to decide in each case whether the procedure can be shortened.

§ 8 Duration/Right of Withdrawal

1. The parties to the contract shall agree that the accreditation procedure begins with the payment of the first instalment. The accreditation procedure shall end with the notification of a decision on the application for accreditation sent to the applicant by the Accreditation Commission of ASIIN e. V. or with the withdrawal of the application by the applicant.
2. Before the decision of the Accreditation Commission the applicant has the right to withdraw his application at any time without giving any reason.
3. ASIIN has the right to withdraw from the contract or postpone the implementation of the procedure due to reasons which render the implementation unacceptable (such as travel warnings issued by the Federal Foreign Office, improper influence on the procedure by the applicant, or similar). The applicant shall bear all costs occurred until the moment of cancellation.
4. In case the applicant is not able to provide a sufficient self-assessment report after the preliminary examination in accordance with § 2.2, ASIIN reserves the right to halt the procedure until this has been achieved.

§ 9 Liability

1. If due to a collaboration several higher education institutions jointly apply for accreditation, the applicants shall be jointly and severally responsible for complying with their incumbent obligations.
2. ASIIN shall not be held liable for any conclusions drawn from its accreditation reports by third parties. No liability whatsoever shall arise for damages which may incur out of or in connection with an accreditation report or a decision made by ASIIN concerning the award or refusal of a seal or label.

§ 10 Rights of use

If any services of ASIIN e. V. come under copyright, the applicant shall not be entitled to exclusive rights of use. The rights of use also contain the right to distribute orally and in writing, by electronic media (e.g. disk, CD-ROM or the internet) and the right to pass information on to third parties. ASIIN shall publish all accreditation reports on the internet as set forth by the EQAR (European Quality Assurance Register for Higher Education). The meaning of any such report may not be altered in any case.

§ 11 Trademark protection

ASIIN is a registered word and figurative trademark of ASIIN e. V., registered in the European Union with the number 004510038.

Using the trademark without the permission of the owner may entitle the owner to claim against the violator arising from trademark infringement and unfair competition. The trademark owner shall grant the higher education institution permission to use the accreditation seal for their external communications, provided that the Accreditation Commission has conferred the seal. The use of "ASIIN-accredited degree programme" shall only be permitted if the ASIIN seal has been conferred. The seal must not be changed in any way. The owner of the trademark shall be informed of the planned use and presentation of all such references before their publication. All permission of use shall be void if it is discovered that the requirements for an accreditation were not met when the seal was conferred, if they are no longer complied with after the allocation or if the higher education institution or applicant makes unlawful use of the permission.

§ 12 Working Language

The working language for the accreditation procedure will be English.

§ 13 Place of jurisdiction

Düsseldorf (Germany) shall be the place of jurisdiction.

§ 14 Decisions of the Accreditation Commission

The Accreditation Commission for Degree Programmes shall be entitled to the following decisions concerning the application for accreditation:

1. Accreditation for the full accreditation period, i.e. five years in initial accreditation or seven years in all subsequent reaccreditations.
2. Accreditation with requirements, initially for a limited amount of time. Compliance with the requirements in due time shall extend the accreditation period to a total duration as described in § 14.1.
3. Rejection of the accreditation where essential quality requirements are not met.
4. In a case as described in § 14.3, the decision of the Accreditation Commission can be suspended for a maximum of 18 months and only once, provided that the applicant can be expected to remedy the shortcomings. The decision on whether to resume the procedure within that deadline shall be up to the higher education institution. The Accreditation Commission shall decide on the procedural steps which are to be repeated based on the recommendations provided by the experts and the relevant Technical Committee(s). If no application to resume the procedure is filed, the accreditation application shall be rejected after the deadline has expired.

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In addition to the above, the Accreditation Commission may make further recommendations to the relevant degree programmes.

Düsseldorf, 30.09.2022



Dr. Iring Wasser



Palimbang, date 07.09.2022

REKTOR

Prof. Dr. Ir. Anis Saggaff, MSCE.

Annex: Offer of 2022-05-23

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Düsseldorf, 30.09.2022

Palembang, date 07.09.2022



Dr. Iring Wasser



Dr. Ir. Anis Saggaff, MSCE.

Annex: Offer of 2022-05-23

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