



**AGREEMENT
regarding placement of students**

between the parties

Universitas Sriwijaya

and

Maastricht University

Universitas Sriwijaya (UNSRI) having its principal office at **Palembang, Indonesia**, legally represented by 4th Vice Rector UNSRI, hereinafter referred to as **UNSRI**

and

Maastricht University, more in particular the Faculty of Health, Medicine and Life Sciences (FHML), having its principal office at Minderbroedersberg 4-6, 6211 LK Maastricht, the Netherlands, legally represented on behalf of the President of the Executive Board by the dean FHML, hereinafter referred to as 'UM'.

UNSRI and UM shall also individually be referred to as 'University' and collectively as 'Universities'.

Whereas:

- UM is an international university which stands out for its innovative approach to learning (problem based learning concept) and international outlook;
- UNSRI is an international university which stands out for its excellent guidance to students and its international outlook;
- UM has explored the possibilities for the placement of student at UNSRI;
- The Universities agree to implement this Agreement under the terms and conditions hereinafter set forth.

Therefore, the Universities agree as follows:

Article I DEFINITIONS

'Agreement' refers to this Agreement including its Annex;

'Student' refers to the student who will follow a programme at the UNSRI.

Article II PURPOSE

1. UM is willing to offer the Students the opportunity to gain educational and research experience abroad and UNSRI is willing to provide various programmes in several fields of education and research for these Students.
2. The programmes the UNSRI will provide under this Agreement and their specific arrangements, rules and regulations are described in the Annex to this Agreement.



Article III CONDITIONS PLACEMENT

1. During the term of this Agreement UM may send Students to UNSRI for the term as defined in the Annex. The number of Students will be agreed to in advance on an annual basis.
2. The Universities agree that the Students must enrol full-time and must satisfy the normal admission requirements and language pre-requisites of each programme in which they wish to enrol, as determined by the UNSRI. All subjects or programmes undertaken are to be approved by the UM of each Student prior to the exchange commencing.
3. The academic performance records of each Student will be sent directly to the UM, provided that the UNSRI has obtained the Student's written consent to do so. If a Student refuses to provide that consent, the UNSRI can refuse to accept that Student. It will be the responsibility of the UM to determine the amount of credits each Student may receive on the basis of programmes undertaken during the placement.
4. The UM agrees that all Students will be subject to the rules, regulations and procedures as specified in the UNSRI handbooks or at the UNSRI website for the academic year they enrol. UM will notify the Students of this requirement. They will also have the rights and privileges enjoyed by other visiting students at the UNSRI.

Article IV ACCOMMODATION

UNSRI will assume responsibility for assisting Students to find appropriate accommodation, either on or off campus, providing applications are received by the due date. UNSRI agrees to notify Students that:

- A. those who are living in on-campus residences at a UNSRI abide by the UNSRI rules, procedures and accepted standards of behaviour of such residences;
- B. all accommodations expenses shall normally be paid by the Student;
- C. all costs associated with exchanges shall be the responsibility of the Students involved;
- D. all necessary visa documents, payment of passport and other travel arrangements and associated expenses, domestic and foreign, shall be the responsibility of the participating Student.

Article V STUDY FACILITIES

Depending upon the facilities available or at par with the local students, the students will have free access to relevant and up-to-date study and reference books provided in department or university libraries and to a computer with internet connection.

Article VI CONFIDENTIALITY

1. The Student and/or the UM will not, except as expressly authorized by the UNSRI or required by law, disclose to any third Party any Confidential Information disclosed during a programme.
2. The UNSRI will comply, and use all reasonable endeavours to ensure that the Students and the UM's respective coordinators comply with the UNSRI privacy policy and all applicable laws (i.e. laws which apply to Medical Records).



3. Where necessary, the UNSRI will facilitate in a timely manner the execution of any document (including a deed of privacy and confidentiality) required by the UNSRI to enable a Student to undertake a programme.

Article VII INSURANCE

For the student:

- A. Liability insurance: The UNSRI will not provide visiting students with liability nor with personal property insurances. Visiting students are held responsible to timely arrange these insurances themselves.
- B. Malpractice insurance (if applicable): if visiting students need individual malpractice insurance, the UNSRI will arrange for such insurance. Any payment for insurance premium will be settled by the respective Universities; the UNSRI is requested to get in contact with UM about this.
- C. If necessary, the UNSRI will assist visiting students to obtain any local insurance, but such assistance shall not include financial assistance.
- D. Health insurance: visiting students are held responsible to timely arrange a health insurance.
- E. Travel insurance: visiting students are held responsible to timely arrange travel insurance.

For the University:

- A. General/Public Liability Insurance: The University will maintain a public liability insurance of €10,000,000 per case and €20,000,000 on an annual basis with a worldwide cover.
- B. Professional Indemnity Insurance (if applicable) of at least €10,000,000 per year.
- C. Malpractice Insurance (if applicable): The University will maintain a Malpractice Insurance of €1,000,000 per case and €3,000,000 per aggregate case and €5,000,000 on an annual basis with a worldwide cover.

Whether the UNSRI insurance policies extend to include the visiting student, will depend on nature and scope of that insurance from time to time, and should be confirmed by the Universities prior to placement.

Article VIII SUPPORT OF THE AGREEMENT

1. It is understood that both Universities shall support and promote the spirit of this Agreement and facilitate as much as possible the academic progress, physical relocation and cultural orientation of all relevant students.
2. It is further understood that the absence of placements during any or one academic year is possible and does not nullify this agreement.
3. The obligations of the Universities under this agreement are only for the participant students and do not include spouses or dependants of those students.
4. Any placement of a Student may be summarily terminated by the UNSRI where the UNSRI forms the view, based on careful research, that the Student has committed an act of serious and willful misconduct or fails to meet any obligations set down in this agreement. Before termination the UNSRI will seek contact with the UM to discuss the matter.



Article IX PERSONAL DATA PROTECTION

Each University shall comply with the applicable laws and regulations, the General Data Protection Regulation (EU, 2016/679) with regard to the processing of personal data in relation to all personal data that one University receives from the other University.

The University who receives the personal data (the "Receiving University") is only obliged to comply with foreign and unknown (applicable) laws and regulations if and after the University who discloses the personal data (the "Disclosing University") has provided written instructions and compliance is reasonably possible.

1. The purposes of the processing of the personal data will be to, among other things:
 - (a) Enrol, and administer the students;
 - (b) Provide students with tuition and supervision;
 - (c) Monitor the performance of the students.
2. Each University guarantees that the personal data is only processed where necessary for and proportionate in relation to the specific purposes above, pursuant to the operation of the Agreement. Each University guarantees that the personal data processed is correct, up to date, relevant and accurate.
3. The data subjects whose data are being processed in the administration of Universities in relation to this Agreement will be limited to students who participate in this placement programme.
4. The data subject must have a right of access to all data relating to him/her that are processed and, as appropriate, the right to the rectification, erasure or blocking of data the processing of which does not comply with this article, in particular because the data are incomplete or inaccurate. He/she should also be able to object to the processing of the data relating to him/her on compelling legitimate grounds relating to his particular situation.
5. Student data will include but is not necessarily limited to:
 - (a) Full name;
 - (b) Date and place of birth;
 - (c) Gender;
 - (d) Home address;
 - (e) Email address;
 - (f) Telephone number;
 - (g) Nationality.
6. Each University (the "Receiving University") guarantees, when processing – in its widest sense – personal data received from the other University, that it shall:
 - (a) only process personal data in accordance with the purposes for which the University disclosed the personal data (the "Disclosing University") and in accordance with the instructions of the Disclosing University or as is necessary for the Disclosing University to fulfil its obligations under the applicable law;



- (b) take any and all appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected, having regard to the standards set by applicable laws and regulations, the state of the art and the cost of implementation;
 - (c) give the Disclosing University notice in writing as soon as reasonably possible should it be aware of, or reasonably suspect, that any of the events referred to in this Article 6 sub (b) has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
 - (d) not retain personal data for any longer than is necessary for the purposes for which the Disclosing University disclosed the personal data;
 - (e) limit disclosure of such personal data to its employees on a need to know basis and only for the purposes of processing for which such personal data was disclosed by the Disclosing University;
 - (f) not to disclose or transfer any personal data received from the Disclosing University to any third party without the prior written approval of the Disclosing University, and upon such additional terms and conditions which the Disclosing University may impose on it for such disclosure or transfer; and
 - (g) where the personal data is to be transferred to another country, to not do so unless the written and informed consent of the data subject whose personal data is to be transferred to another country has been obtained except where an exception to such consent under the applicable law applies. Where the personal data is to be transferred to another country, to take any and such additional measures as are necessary to secure that personal data is transferred in accordance with the requirements of the applicable law.
7. Notwithstanding anything to the contrary, the Receiving University undertakes to indemnify and at all times hereafter to keep the Disclosing University indemnified against any and all losses, damages, costs, claims, demands, liabilities (including full legal costs of a solicitor) which may be suffered or incurred by the Disclosing University or asserted against the Disclosing University by any person, party or entity whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of any breach of any of the provisions in this article, unless, and to the extent, a Receiving University has proven losses, damages, costs, claims, demands, liabilities was the result of wilful misconduct or gross negligence on the part of the Disclosing University. Indemnification is contingent upon the party being indemnified promptly notifying the other party of a claim, the indemnifying party having sole control of the defence and settlement of such claim and the indemnified party providing reasonable cooperation and assistance to the indemnifying party in defence of such claim.



8. Termination of this Agreement at any time, in any circumstances and for whatever reason does not exempt parties from the obligations and/or conditions under this article as regards the processing of the data transferred

Article X INDEMNIFY

The UM agrees to indemnify and keeps indemnified the US, their officers, employees, contractors, teaching staff and agents (those indemnified) against all liability, claims, demands, actions, damages, costs (including but not limited to legal costs on a solicitor/client basis) taxes, charges and expenses or other liabilities that may be made, brought against, suffered, sustained or incurred by those indemnified directly or indirectly arising out of, in relation to, or in connection with:

- A. the Students in relation to a negligent or unlawful act or omission or willful default or breach of duty of the UM, its employees, contractors, agents or Students;
- B. a breach by the UM, its employees, Students or agents of this Agreement;
- C. a breach by Students of the Deed Poll of Confidentiality (if applicable);
The indemnity under this clause is reduced to the extent the liability is caused or contributed to by the negligent act or omission of the Host University.

The indemnity in this clause 9 is a continuing indemnity and survives the termination of this Agreement.

The US agrees to indemnify and keeps indemnified the UM, their officers, employees, contractors, teaching staff and agents (those indemnified) against all liability, claims, demands, actions, damages, costs (including but not limited to legal costs on a solicitor/client basis) taxes, charges and expenses or other liabilities that may be made, brought against, suffered, sustained or incurred by those indemnified directly or indirectly arising out of, in relation to, or in connection with a breach by the US, its employees or agents of this Agreement;

Article XI DURATION OF THE AGREEMENT



- 1. This Agreement shall become effective upon signing by both Universities and its implementation will begin as soon as UM has selected qualified and appropriate individuals ready to participate in a placement.
- 2. This Agreement will be valid for five years and will be renewed subject to mutual agreement by both Universities. Either University can terminate this Agreement:
 - a. by proving at least 12 months' notice to the other University;
 - b. after careful consultation, in case a University is in breach of any obligation or undertaking hereunder if such breach has not been remedied within three (3) months of a notice given in writing by the other University, without prejudice to any other remedy at law;
 - c. immediately in case a University becomes bankruptcy or insolvent or ceases to conduct business in the normal course;
- 3. The event of termination will not affect Students already engaged in this Agreement from completing their activities at the UNSRI.
- 4. Revisions or modifications may be proposed at any time but are only binding if agreed in writing and signed by the authorized delegate of each University in writing.
- 5. This Agreement will be evaluated six (6) months before ending. Based upon this evaluation, the Universities decide to renew or continue their cooperation by mutual agreement.



Article XII APPLICABLE LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed by and construed in accordance with the law of the Netherlands.
2. In case of a problem experienced during the placement, the Student will, in first instance consult the UNSRI.
3. Any dispute arising between the Student and the UNSRI will be presented to the UM for amicable settlement.
4. Any dispute arising out of in connection with the execution or the interpretation of this Agreement:
 - a. In the first instance representatives of the Universities shall meet to endeavor to settle such dispute amicably by negotiation in good faith.
 - b. If the Universities are unable to settle such dispute by negotiation then the Universities will attempt to settle such dispute by non-binding mediation, using Skype or other video-conferences options.
 - c. If the Universities are unable to settle such dispute by mediation then the dispute will be settled by arbitrage under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings will be held in English. The place of arbitration will be Maastricht.

Thus agreed and signed in duplicate

UNIVERSITAS SRIWIJAYA	MAASTRICHT UNIVERSITY*
	
Name: Dr. Ir. A. Muslim, M.Agr Title: 4 th Vice Rector UNSRI Date:	Name: Prof. Dr. A.J.J.A. Scherpbier Title: Dean FHML Date: 14/11/2018

*Signatures to this Agreement transmitted by fax or by electronic mail in 'portable document format' (pdf) will have the same effect as physical delivery of the paper document bearing the original signatures.



ANNEX – CLINICAL ELECTIVE

Specific arrangements with regard to clinical electives in master programme Medicine FHML

NUMBER OF STUDENTS

Universitas Sriwijaya hereafter mentioned as **UNSRI** and **Maastricht University, Faculty of Health, Medicine and Life Sciences (UM/FHML)** have agreed to receive students per individual request.

CLINICAL ELECTIVE DISCIPLINE(S)

- Paediatrics

DURATION OF THE CLINICAL ELECTIVE

- Each individual elective lasts 8 or 10 weeks

PROGRAMME AND EVALUATION CLINICAL ELECTIVE

- The programme should at least include:
 - Encounters with patients in the outpatient department;
 - Encounters with patients in the hospital wards;
 - Participation in Grand Rounds; case presentations and discussions;
 - Supervision and feedback by a limited number of clinicians for at least 3.5 hours per week. One of these clinicians should act as the student's personal preceptor.
- The student should be assessed by his/her preceptor in the host institution as well as by the mentor at UM.
- Both UM/FHML and US agree to keep in contact through their respective international offices on a regular basis and to report experiences or provide specific information as requested.
- The host institution agrees to a possible visit of a Maastricht elective coordinator.

FINANCIAL ISSUES

Maastricht medical students will not be charged tuition fees by the host institute. Students may be required to pay certain ancillary fees (for example, for on-campus health and sports facilities, transportation and room-rent) or fees as listed in the calendars of the host institute.

- The host institution will receive €60 per week per student per offered elective.
- Payment will be settled by bank transfer in accordance with the number of students received for electives. Each year in September the host institution



- will be informed about the payment. The payment can be transferred to RPL 014 Unsri Penerimaan BLU, BNI account number 0070570115.
- C. Each year in September the host institute will be informed about the payment.

HEALTH

The universities inform their students if PEP (HIV Post Exposure Prophylaxis) is detected. In that case the universities will inform each other as soon as possible.

