



COLLABORATIVE EDUCATION AGREEMENT FOR A MASTER'S DEGREE
between
GRAND VALLEY STATE UNIVERSITY
ON BEHALF OF THE COLLEGE OF COMPUTING
and
SCHOOL OF ELECTRICAL ENGINEERING AND INFORMATICS
INSTITUT TEKNOLOGI BANDUNG

This Collaborative Education Agreement for a Master's Degree ("Agreement") is made between:

Grand Valley State University, on behalf of the Grand Valley State University College of Computing (hereafter referred to as "GVSU-CoC"), located in Grand Rapids, Michigan, United States of America ("USA"), and the School of Electrical Engineering and Informatics, INSTITUT TEKNOLOGI BANDUNG (hereafter referred to as "STEI-ITB"), located in Bandung, West Java, Indonesia.

GVSU-CoC and STEI-ITB will collectively be referred to as Parties and, respectively, as a Party.

This Agreement sets forth the parties' respective administrative responsibilities concerning the collaborative education initiative described and established herein. The following terms and conditions of this Agreement shall be observed.

- I. Purpose: Recognizing the proven value of international experiences for students, we, GVSU-CoC and STEI-ITB, have established this Agreement to facilitate educational exchanges between our institutions.
- II. Scope: This Agreement covers cooperation in the fields covered by COC, pursuant to the objective stated in Article III of this Agreement. Cooperation may be expanded to any ancillary field that supports the fields stated above and other appropriate academic fields, subject to prior negotiation and approval by the institutions. The initiative stated in this Agreement may be implemented on any of each institution's campuses.
- III. Objective: This Agreement encourages international education cooperation, including opportunities for exchanges between institutions in mutually beneficial areas.

1. 1+1 Program

- A. Up to fifty (50) qualified STEI-ITB students, after having completed the first (1st) year of their master's degree program at STEI-ITB, will be eligible to apply for admission to GVSU-CoC, subject to all applicable GVSU-CoC admission policies and standards, to satisfy the requirements for a master's degree in YYY at GVSU-CoC.
- B. GVSU-CoC will require STEI-ITB students to comply with the Grand Valley State University's English proficiency policy and must meet the English language proficiency requirements for entry to the graduate programs of GVSU-CoC if English is not the language of instruction at STEI-ITB.

- C. No later than ninety (90) days before the start of each GVSU-CoC semester, STEI-ITB will send to GVSU-CoC a list of all nominated STEI-ITB students. Qualified students nominated by STEI-ITB will be evaluated by GVSU-CoC and, in accordance with GVSU-CoC's admission policies and standards, will be considered for admission to GVSU-CoC on an equal basis with all other applicants, provided they meet the requirements for admission to GVSU-CoC. STEI-ITB students who successfully meet the GVSU-CoC admission standards pursuant to this Agreement may be accepted to study at GVSU-CoC in the 1+1 Program. This Agreement does not guarantee acceptance to GVSU-CoC for any STEI-ITB student, and GVSU-CoC reserves the right of final approval on the admission of any STEI-ITB student.
- D. GVSU-CoC may accept up to fifteen (15) transfer credits from STEI-ITB in which the STEI-ITB student has earned a satisfactory grade (equivalent to 3.0 on a 4.0 grading scale) and is indicated on an official transcript from STEI-ITB. GVSU-CoC will not accept the transfer of credits for any STEI-ITB course that will be repeated as part of the STEI-ITB student's course of student at GVSU-CoC. GVSU-CoC reserves the right to make the final determination with respect to the transfer of STEI-ITB student's STEI-ITB credit for the GVSU-CoC degree program in Computing. If a STEI-ITB student transfers out of the master's degree program in Computing at GVSU-CoC and later applies for and is admitted to a different graduate program at GVSU, then all of STEI-ITB student's transfer credits will be re-evaluated by the GVSU-CoC and may be denied based on GVSU's transfer policies in effect at that time.
- E. STEI-ITB students must enroll for a minimum of nine (9) credits at the graduate level during every GVSU-CoC semester, except the summer term or unless authorized by the Grand Valley State University-Padnos International Center to drop below full-time. The GVSU-CoC semester options are Fall, Winter, and Spring/Summer terms. STEI-ITB students will be afforded all the usual privileges of full-time international students studying at GVSU-CoC in accordance with Grand Valley State University policies and all applicable laws and regulations.
- F. Upon the STEI-ITB student's successful completion of GVSU-CoC's YYY program degree requirements, the appropriate master's degree will be conferred to the STEI-ITB student by the Grand Valley State University upon the recommendation of the faculty at GVSU-CoC.

2. Program Coordinators

The Graduate Program Coordinator of the ITB School of Electrical Engineering and Informatics, who reports to the Dean of STEI-ITB, will serve as the Program Coordinator for STEI-ITB; the assistant dean, who reports to the GVSU-CoC Dean, will serve as the Program Coordinator for GVSU-CoC. The Program Coordinators will communicate with each other on matters pertinent to the development and implementation of the 1+1 Program, as well as all matters concerning the administration of the terms and conditions of this Agreement.

3. Visa/Immigration Requirements.

STEI-ITB students are responsible for complying with all visa/immigration requirements, laws, and regulations of the USA, including obtaining and maintaining the appropriate visa and/or permits needed for participation in the 1+1 Program during the entire term of their 1+1 Program. STEI-ITB students will be issued the necessary immigration documents by Grand Valley State University to obtain the appropriate visa. GVSU-CoC shall bear no responsibility for those STEI-ITB students who fail to obtain and maintain any visas and/or permits or who fail to comply with the visa/immigration requirements, laws, and regulations of the USA for any reason whatsoever. Each STEI-ITB student must keep GVSU-CoC informed of any changes in his/her immigration status. STEI-ITB students are responsible for paying any fees or amounts required to maintain valid legal status in the USA, including, but not limited to, the application for visa needed, permit, and/or associated immigration fees.

4. Tuition and Fees

All STEI-ITB student tuition and fees for studies at GVSU-CoC will be established and billed to and collected directly from each STEI-ITB student by Grand Valley State University. GVSU-CoC tuition and fees are subject to change at any time if dictated by Grand Valley State University. STEI-ITB shall have no claim to these monies and waives all rights to the commission of STEI-ITB student fees established and billed to and collected directly from each STEI-ITB student by Grand Valley State University.

5. Student Personal and Medical Costs

- A. Travel and transportation (domestic and international) costs are not included in the exchange program and are to be borne by the individual exchange students. Neither Party shall be responsible for such expenses.
- B. Local costs, such as accommodations, meals, textbooks, course materials, and other personal expenses in connection with this Agreement, shall be the responsibility of each exchange student. Neither Party shall be responsible for such costs/expenses. The Host Institution will assist exchange students in obtaining accommodations to the extent feasible.
- C. STEI-ITB students who enter the USA on immigration documents issued by the Grand Valley State University will be required to purchase the Grand Valley State University health insurance plan for international students and scholars. Information about the insurance plan and the cost can be found at <https://www.gvsu.edu/istudents/lewermark-health-insurance-130.htm>

6. Rules and Regulations

Each STEI-ITB student will be required to comply with the laws of the USA and the rules and regulations of GVSU-CoC and STEI-ITB. Any breach of GVSU-CoC and Grand Valley State University rules and regulations will be dealt with in accordance with the established policies and procedures of GVSU-CoC and Grand Valley State University.

7. Student Removal

GVSU-CoC shall have the right to remove a participating STEI-ITB student from the 1+1 Program at GVSU-CoC at any time if the STEI-ITB student's academic performance or conduct has not met the requirements of GVSU-CoC.

8. Intellectual Property

The parties agree that STEI-ITB students participating in a 1+1 Program at GVSU-CoC are responsible for complying with the intellectual property, privacy, and export laws and regulations of the USA and the State of Michigan.

9. Non-Discrimination

- A. Both parties subscribe to a policy of equal opportunity and do not discriminate based on gender, age, race, ethnicity, national origin, or religion.
- B. Both parties shall abide by these principles in administering this Agreement and any 1+1 Program under it, and neither party shall impose criteria for STEI-ITB student participation in any 1+1 Program that would violate the principles of non-discrimination.
- C. In addition, GVSU-CoC accepts students without regard for sexual orientation (including gender identity and gender expression) in accordance with the policies of the Grand Valley State University.

10. Term and Termination

- A. This Agreement commences as of the date of the last signature by the parties and will be in effect for five (5) years.
- B. In the fifth (5th) year after the commencement of this Agreement, the parties will undertake a joint assessment of the 1+1 Program. At that time, it may be possible to renew this Agreement for another term of five (5) years, provided there is a writing signed by both parties establishing the renewal term, unless otherwise terminated pursuant to Section 10.C., below.
- C. Either party may terminate this Agreement by providing the other party with at least six (6) months' prior written notice.
- D. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable efforts to let current STEI-ITB students complete their 1+1 Program already in progress at GVSU-CoC pursuant to this Agreement.

11. Notices

Any notices required to be given under this Exchange Agreement shall be directed and sent to:

GVSU-CoC: Attn: Rachel Salinas
 Assistant Dean
 Address: College of Computing,

Grand Valley State University
Email: salinara@gvsu.edu

STEI-ITB: Attn: Dr. Masayu Leylia Khodra
Address: School of Electrical Engineering and Informatics
Jalan Ganesha 10, Bandung, Indonesia
Email: masayu@staff.stei.itb.ac.id

12. Conditions, Duration, and Modifications of this Agreement

- A. All intellectual property owned by each of the institutions participating in this Agreement shall remain the exclusive property of that institution and shall not be sued by any other institution in this Agreement for its benefit except when expressly permitted by the owning institution.
- B. GVSU and STEI-ITB subscribe to a policy of equal opportunity and do not discriminate and will not deny participation in exchange programs to students, faculty, and staff based on age, color, creed, disability, ethnicity, gender, gender identity, height, marital or familial status, national origin, political persuasion, race, religion, sexual orientation, veteran status, or weight.

13. Governing Law, Construction, Dispute Resolution

- A. This contract shall be governed by the UNIDROIT Principles of International Commercial Contracts (2016).
- B. The parties will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

14. Financial Obligations; Limitation of Resources Committed

- A. Neither party shall assume any financial obligations under this Agreement except as specifically provided.
- B. This Agreement does not create an obligation for either party to provide the necessary resources to carry out any part of it except as approved by the party responsible for providing those resources.

15. Use of Names, Marks, Logos

- A. Each Party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its logo and name (the "Trademarks") to the other Party solely to promote this Agreement and any joint programs and projects developed hereunder.
- B. GVSU's rights under this agreement are limited to using the logo and name of the [Name of Academic Unit].

- C. Each Party agrees that each time it reproduces and/or republishes the other Party's Trademarks, it shall do so in a form identical to that provided by each Party, without alteration.
- D. Each Party agrees to use the other Party's Trademarks carefully and prudently. Except as otherwise outlined in this paragraph, each Party agrees not to use the other Party's name, trademarks, or other intellectual property in any manner whatsoever without prior written consent. The Parties acknowledge by this Agreement that they acquire no right, title, or interest in and to the other Party's Trademarks other than to use them per the terms and conditions hereof. The use of each Party's Trademarks may not be assigned, transferred, shared, or divided in any manner by the other Party without the prior written consent in each instance.

16. Relationship of Parties

- A. This Agreement does not create an agency, partnership, joint venture, employment, or other relationship between the parties.
- B. In performing their respective duties and obligations under this Agreement, each party acts independently and is responsible only for its own conduct.

17. Assignment/Transfer

This Agreement shall not be assigned or transferred by either party without the other party's written approval.

18. Non-Exclusive Agreement

This Agreement should not be construed as an exclusive contract, and the parties, at their option, may enter into similar agreements with other entities.

19. Amendment; Modification

- A. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and signed by both parties.
- B. Any amendments or modifications to this Agreement shall be made in an Addendum.
- C. Addendums, minutes, attachments, letters, or other documents are an inseparable part of this Agreement.

20. Force Majeure:

- A. Neither party shall be liable for failure to perform its respective obligations under this Agreement when failure is caused by fire, explosion, water, the act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather, and energy-related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party ("Force Majeure Event").
- B. If either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall:

- 1) As soon as practicable, notify the other party in writing of the Force Majeure Event and its expected duration;
- 2) Take all reasonable steps to recommence performance to its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for Grand Valley State University;
- 3) Suppose any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement. In that case, the other Party may terminate this Agreement immediately upon written notice.

21. Entire Agreement

This Agreement represents the whole, entire, and complete agreement by and between the parties regarding the subject matter and supersedes all other agreements between the parties regarding the subject matter.

22. Signature Authority

Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and legally bind the party.


This Agreement is completed in English and can be translated into other foreign languages as a copy of this authentic agreement; if there is any discrepancy between the two versions, the English version shall prevail.

For and on behalf of Grand Valley State University and College of Computing

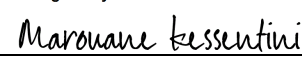
Signed by:

B2DEBBD4DC49420...
Jennifer Drake, Ph.D.
Acting Provost and Executive Vice President for
Academic Affairs
Grand Valley State University
Date: 9/25/2024 | 7:41 AM EDT

STEI-ITB

Signed by:

17320094AA4C4A7...
Dr. Tutun Juhana
Dean of School of Electrical Engineering and
Informatics
Institut Teknologi Bandung
Date: 9/24/2024 | 9:25 PM EDT

Acknowledged by:
GRAND VALLEY STATE UNIVERSITY
COLLEGE OF COMPUTING

Signed by:

1364AA9E427E404...
Marouane Kessentini, Ph.D.
Dean,
College of Computing
Date: 9/24/2024 | 9:28 PM EDT