



Memorandum of Agreement
Between
Bansomdejchaopraya Rajabhat University, Thailand
and
English Language Education Study Program, Faculty of Teacher Training and
Education, Universitas Mahasaraswati Denpasar, Indonesia
on “Student Exchange Program in Form of International Credit Transfer”

On the basis of mutual respect, benefit and equality, Bansomdejchaopraya Rajabhat University, Thailand located on 1061 Itsaraphap Road, Thonburi, Bangkok 10600 (hereinafter referred to as BSRU) and English Language Education Study Program Faculty of Teacher Training and Education Universitas Mahasaraswati Denpasar, Indonesia located on Jl. Kamboja No.11A, Dangin Puri Kangin, Kec. Denpasar Utara, Kota Denpasar, Bali 80233 (hereinafter referred to as ELESP FTTE Unmas Denpasar) agree to establish their cooperative relationship and agreement under the following items:

1. Conditions and Curriculum Agreement for Students Exchanges

1.1 Conditions

1.1.1 The curricula involved in this online remote learning and teaching management are Bachelor of Education in English (5 Years) Revised Curriculum in 2017 and Bachelor of Education in English (4 Years) Revised Curriculum in 2019, or others can be further discussed. Some subjects of both curricula shall be selected with both parties' agreement to be used for learning and teaching.

1.1.2 English shall be the main language of instruction in all subjects.

1.1.3 Students shall be able to communicate in the standardised English Proficiency level

1.1.4 The completion of study in all subjects shall be congruent with the BSRU regulations, and students shall receive certified a grade report to transfer it to their university.

1.2 Financial Arrangements

1.2.1 Financial Arrangements

(1) The number of students to be accepted to open a course depends on the parties' discussion. The net cost is 30,000 THB each in a semester. The students must pay for the fee through “ELESP FTTE Unmas Denpasar”.

(2) “ELESP FTTE Unmas Denpasar” shall transfer the cost to “BSRU” which consists of: the tuition fee 15,000 THB paid directly to the university, and the remainder (15,000 THB) is for the project management budget which is provided to 2 parts,

- 10% of Project Management Budget shall be transferred to BSRU Communities Service Project

- 90% of Project Management Budget shall be paid for teaching payment (lecturers), committee remuneration, meeting allowance, over time remuneration for staff and teacher assistants, free online remote programme, learning materials, as well as food and drink for the committee’s meetings.

(3) In case that any students get failed in any subject of study, they must re-register for that subject. Those students shall be responsible for the registration fee.

2. Responsibilities for “ELESP FTTE Unmas Denpasar”

2.1 Orientation for students who will participate in the project as the conditions in this MoA and send the students name list to “BSRU” in 15 days before the semester starts.

2.2 “ELESP FTTE Unmas Denpasar” shall collect the cost as stated in 1.2.1 (1) and transfer it to “BSRU”

The 1st payment is not less than 60% of all the fee and must be paid within 1 month after the semester starts.

The 2nd Payment is the rest total fee must be paid before the semester ends.

3. Responsibilities for “BSRU”

3.1 “BSRU” must provide quality teaching in accordance with the MoA.

3.2 “BSRU” shall arrange an appropriate online learning programme for students to study online.

3.3 “BSRU” shall submit academic/grade results of students who pass the subjects according to the BSRU evaluation criteria to “ELESP FTTE Unmas Denpasar” for the use of credits transfer.

3.4 “BSRU” shall confer a certificate for students who have good grades and/or have good participation in activities.

3.5 “BSRU” shall follow up and co-ordinate all the work to accomplish the project.

4. Responsibilities for Students to Study Online

4.1 Students must maintain discipline and strictly abide by the rules and regulations of BSRU.

4.2 Students must maintain discipline and strictly abide by the classroom rules.

4.3 In case that students would like to resign, they shall notify the university within 1 week after the semester starts. The university shall not refund the fee for the students who have registered.

5. Responsibilities for Lecturers to Teach Online

5.1 Lecturers who are assigned to teach any subjects shall prepare quality teaching and learning resources to students.

5.2 Lecturers must exploit their full potential for teaching students.

5.3 Lecturers must use English for communication.

5.4 Lecturers must submit their grade results to BSRU Office of Academic Affairs and Registration within one month after the semester ends.

6. Duration and Agreement Cancellation

This "Memorandum of Agreement" shall become effective after both parties agree and sign it, and the period of cooperation shall be during the Student Exchange Program in Form of International Credit Transfer is being done beginning with the 27th of May 2021 and ending with the 31st of January 2022, except that the parties may agree in writing to extend the period of operation under this "Memorandum of Agreement" for reasonable reasons. If the period concludes without either party violating the "Memorandum of Agreement," this memorandum will automatically renew for an additional five years.

Both parties may terminate this "Memorandum of Agreement" if there is a reason for termination by sending a written letter specifying the details and reasons for termination to the other party at least 30 days in advance, in which case neither party has the right to claim expenses incurred from the operation since the date this "Memorandum of Cooperation" was terminated, and neither party has the right to claim damages of any kind against the other party, except for expenses or damage.

7. Revision, Variation and Amendment

Any party may propose revision of this MoA, but revision, variation, or amendment of this MoA must be agreed upon by both parties.

8. Notices

Any notices, consents, or approvals required by this Memorandum must be in writing and shall be regarded to have been sent when received. The letter shall be delivered to each party's designated representative by registered mail or electronic mail at the recipient party's address specified in this memorandum.

9. Supervening Events

If, for any reason, whether force majeure or other impediment, either party's performance is delayed or they are unable to complete the work within the time limit specified in this MoA, the party experiencing such an incident shall notify the other party in writing within 15 days of the date of the incident, in order to resolve any issues that arise jointly. If the party experiencing such an occurrence fails to notify the other party within 15 days of the incident's date, it will be presumed that the party experiencing such an incident is entirely responsible for the damage incurred.

This "Memorandum of Agreement" is made in two copies. It was written in both Thai and English and contained the identical message and intent. Both parties have read and comprehended the communication in its entirety. It was entirely accurate. As proof, it has been signed in the presence of witnesses, together with the seal (if applicable), and each side has retained a copy of the other.




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