Proposed Memorandum of Understanding between

THE BOARD OF TRUSTEES SOUTHERN ILLINOIS UNIVERSITY
FOR AND ON BEHALF OF
SOUTHERN ILLINOIS UNIVERSITY CARBONDALE

and

Sunway University College

1. Representatives of Sunway University College and Southern Illinois University Carbondale, Carbondale, Illinois, USA, have held a series of discussions pertaining to the desirability and feasibility of a University to University relationship designed to strengthen the bonds between the two academic communities and, in the process, contribute to greater understanding and communication between two cultures. The Board of Trustees of Southern Illinois University, for and on behalf of Southern Illinois University Carbondale, Carbondale, Illinois, USA, hereinafter SIUC and Sunway University College of Petaling Jaya, Malaysia hereinafter Sunway-UC, do now hereby wish to enter into a Memorandum of Understanding as follows:

2. In recognition of the fact that meaningful programs of the type envisioned in this Memorandum of Understanding require constant planning and attention, each Participating Entity will appoint a minimum of two representatives to serve as a Planning Committee. At least one member of the SIUC Planning Committee will be a representative of the Office of Student Affairs appointed by the Vice Chancellor of that unit, and at least one member will be a representative of the SIUC Office of International Programs and Services appointed by its director. The Planning Committee will concern itself with the following functions.

   a. The maintenance of communication on the ways and means by which such a relationship can be most fruitful for all concerned;

   b. The preparation of a recommended course of action for the consideration of officials of the participating entities by August 1 of each year. This plan should cover the proposed activities for the succeeding 12 month period, including details on the recommended number of faculty, staff, and students to be exchanged and the proposed methods of meeting financial needs; and

   c. The exploration of joint projects and the means to support them.

3. As a part of this agreement, SIUC invites persons officially affiliated with Sunway-UC to apply for admission to SIUC as either Study Abroad short term students or Degree Seeking students.

4. Applicants who are admitted to SIUC as Partner Affiliated Students will pay an alternative tuition for the duration of their enrollment at SIUC, as a Partner Affiliated Student.

5. Definitions

1. “Person officially affiliated with Sunway-UC partner institution” is one of the following:

   a. Study Abroad Student is a student currently enrolled in Sunway-UC wishing to participate in a one or two semester study abroad experience at SIUC as part of their Sunway-UC degree program as confirmed by letter from the MOU Liaison of Sunway-UC required as part of the application package to SIUC

   b. Recent graduate is a person who has graduated with a recognized degree from Sunway-UC within five (5) years of their beginning enrollment date, and in a degree program at SIUC as confirmed by an official transcript and record of graduation from Sunway-UC as included as part of the application package to SIUC.

   c. Faculty member is a person who is currently, and has been for a minimum of five (5)* years, a full time faculty member of Sunway-UC as confirmed by letter from the MOU Liaison of Sunway-UC required as part of the application package to SIUC

   d. Staff member is a person who is currently, and has been for a minimum of five (5)* years, a full time staff member of Sunway-UC as confirmed by letter from the MOU Liaison of Sunway-UC required as part of the application package to SIUC

   e. Transfer student who has been enrolled at Sunway-UC and wishes to transfer to SIUC to complete a degree.
6. Transfer graduate is a student who has attended Sunway-UC, transferred to SIUC to complete a degree program, successfully completed that program and has been accepted into a graduate program at SIUC within (5) five years of receiving their most recent degree from SIUC.

*the five year time period for a specific individual may be waived by an agreement signed by the liaisons of both institutions

ii. A student admitted to SIUC and meeting one of the above affiliation criteria, shall be referred to as a "Partner Affiliated Student."

iii. Alternative Tuition is a tuition amount that is comparable to that of an In-state student in the same degree program.

6. Should this MOU expire before a Partner Affiliated Student who is in good academic standing and who is maintaining satisfactory progress toward degree, comparable to that required by on campus scholarships, that Partner Affiliated Student will maintain eligibility for the alternative tuition charge until they complete the current degree toward which they are working.

7. The name and contact information for the Sunway-UC MOU Liaison is
   a. Sumitha Ganesharatnam, Head
   b. American Degree Transfer Program
   c. No. 5 Janal University, Sunway-UC
   d. Bandar Sunway, Petaling Jaya
   e. Malaysia, 46150
   f. TELE: (603) 7491 8622, ext 8362
   g. FAX: (603) 5635 8633
   h. EMAIL: sumithag@sunway.edu.my

9. If the liaison duties of either institution are reassigned to a different person, the above information shall be shared with the other institution via contact with the contact person listed above, within thirty days of reassignment.

10. Each University shall maintain liability coverage in reasonable and customary amounts to cover claims made directly against their respective University. Neither University agrees to indemnify and hold harmless the other University, or their agents and employees, from any claims, demands, or action arising out of the negligent acts or omissions of their respective University, or their agents or employees, during the term of this memorandum of understanding.

11. This agreement is entered into in a spirit of cooperation by both parties in the recognition that each university will benefit from this interaction through enhanced global educational opportunities for students and improved professional development opportunities for faculties and staff. This memorandum of understanding shall take effect after approval by appropriate authorities of both universities for an initial period of five years with the intent and option of further renewal as mutually agree upon programs are implemented, or sooner if necessitated by a change in either university's policies or their respective state or national laws or regulations. After this Memorandum has been activated, cancellation of the agreement may be effected by either party with a written notification one year in advance of the anticipated termination. This Memorandum may be immediately terminated by either of the parties prior to the date of the final signature below.

12. This MOU extension and addendum shall become effective upon the date of the final signature below.

Samuel Goldman, Ph.D.
Chancellor
Southern Illinois University Carbondale
Carbondale, Illinois USA

Professor Robert Bignall, Ph.D.
Vice-Chancellor
Sunway University College
Bandar Sunway, Petaling Jaya, Malaysia

Note: 7.c. above
"Janal" should be
"Jalan"