





# MEMORANDUM OF AGREEMENT (MOA)

# BETWEEN

# KHON KAEN BUSINESS SCHOOL FACULTY OF BUSINESS ADMINISTRATION AND ACCOUNTANCY KHON KAEN UNIVERSITY

## AND

# FACULTY OF ECONOMICS & BUSINESS UNIVERSITAS MUHAMMADIYAH YOGYAKARTA

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INTERNATIONAL PROGRAM OF MANAGEMENT AND BUSINESS (IMABS)



# IT IS HEREBY AGREED BY THE PARTIES TO THE FOLLOWING TERMS AND CONDITIONS:

## 1. DEFINITIONS AND INTERPRETATION

1.1 Wherever used in this Agreement unless the context shall otherwise require, the following expressions shall have the following meanings:-

"Agreement" means this agreement, the terms and conditions herein, including its Schedules and any amendments to the same as may be agreed to in writing by the Parties from time to time;

"Effective Date" refers to the date of execution of this Agreement by the last of the Parties to sign below;

"Parties" means KKBS and FEB UMY including their successors, assign or and/or representative and 'Party' means either one of them.

"Credit Transfer Mobility Program" refers to any forms of credited program of transnational mobility that takes place within a student's program of study.

## 2. AREAS OF CO-OPERATION

- 2.1 The Parties mutually agreed to have a co-operation on Credit Transfer Mobility Program where full time students of one party may be accepted by the other party to register for one (1) semester of study under a credit transfer program.
- 2.2 The Parties mutually agreed to have a co-operation on Students' Visit where one party may be accepted by the other party for less than one (1) semester.
- The Parties also mutually agree to carry out collaborative research and other academic programs which shall be stipulated separately.



## 3. CREDIT TRANSFER MOBILITY PROGRAM

- 3.1 The procedures to be followed in establishing Credit Transfer Mobility Program, Students' Visit Program or any activities under this Agreement shall be as follows:
  - 3.1.1 The Parties reserves the right in selecting their own students to be sent to the other party at their own discretion and the parties shall accept the students without any dispute.
  - 3.1.2 The names of the liaison officers designated by the Parties shall be made known to each Party in writing from time to time.
  - 3.1.3 Any communication by the Parties must be made through liaison officers.
  - 3.1.4 The liaison officers shall jointly decide on any matter relating to credit transfer mobility program provided that final approval shall be decided and confirmed in writing and undersigned by the Dean of Faculty of Business Administration and Accountancy Khon Kaen University and the Dean of Faculty of Economics & Business Universitas Muhammadiyah Yogyakarta

## 4. COOPERATION PROCEDURES

- 4.1 The procedures to be followed in establishing any program or any activities under this Agreement shall be as follows:
  - 4.1.1 Proposals for any form of cooperative work shall be submitted through liaison officers designated by the Parties.
  - 4.1.2 The names of the liaison officers designated by the Parties shall be made known to each Party in writing form time to time.
  - 4.1.3 The liaison officers shall jointly decide on any proposal for any form of cooperative work, provided that the final approval for any program or any form of cooperative work



under this Agreement shall be decided and confirmed in writing and undersigned by decided and confirmed in writing and undersigned by the Dean of Faculty of Business Administration and Accountancy Khon Kaen University and the Dean of Faculty of Economics & Business Universitas Muhammadiyah Yogyakarta

## 5. FINANCIAL ARRANGEMENTS

- 5.1 The financial arrangements agreed are as follows:
  - 5.1.1 The students from both universities shall pay their study fees at their respective university and no extra fees will be charged in pursuant of joining the Credit Transfer Mobility Program and Students' Visit Program.
  - 5.1.2 The Parties shall bear their own students cost incurred arising the Credit Transfer Mobility Program including the transportation, accommodation, living cost and visa.
  - 5.1.3 FEB UMY students have to pay for non-recurrent fees to KKBS upon registration detailed as set out in Attachment 1.
  - 5.1.4 FEB UMY students also have to pay for Student Visa Approval Letter and Student pass to KKBS upon registration detailed as set out in *Attachment 2*.
  - 5.1.5 KKBS students have to pay non-recurrent fees to FEB UMY upon registration detailed as set out in *Attachment 3*.

## 6. OTHERS

- 6.1 Students from both Parties shall abide strictly to the laws and customs of the host country and to the policies, rules and regulations of the host university.
- 6.2 Students from both Parties have the rights to access to all facilities provided by the University.
- 6.3 Students from both Parties shall strictly follow and register for subjects which have pre arranged by both Parties.



## 7. DURATION AND TERMINATION

- 7.1 This Agreement shall take effect for a period of five (5) years commencing from the date of execution by the Parties and shall continue to be effective or unless sooner determined in the manner hereinafter provided (hereinafter referred to as the 'Agreement Period').
- 7.2 The Agreement Period is extendable for any further period upon mutual consent in writing by the Parties, either party may notify the other party of it's desire to further extend the term, where open the Parties and conditions of any such extension.
- 7.3 This Agreement may be terminated by either Party by giving written notice to the other Party at least three (3) months from the intended termination of this Agreement.
- 7.4 The provisions of this Agreement or any other written agreement in respect of any ongoing program or any form of cooperative work under this Agreement shall continue to apply until their completion unless the Parties mutually agree in writing to the earlier termination of the scheme, program or cooperative work.

## 8. OBLIGATIONS

#### 8.1 KKBS shall:-

- 8.1.1 manage the preparation for KKBS's students to undergo the Credit Transfer Mobility Program.
- 8.1.2 choose the relevant program which is suitable for the Credit Transfer Mobility Program as stated in *Attachment 4*.
- 8.1.3 choose a maximum of six (6) KKBS students to undergo the Credit Transfer Mobility Program. In any case of an increase in the number of students interested shall be discussed based on the agreement of the two parties.
- 8.1.4 Ensure students who join this program are mentally and physically fit.



## 8.2 FEB UMY shall:-

- 8.2.1 manage the preparation for FEB UMY's students to undergo the Credit Transfer Mobility Program.
- 8.2.2 choose the relevant program which is suitable for the Credit Transfer Mobility Program.

8.2.3 Choose a maximum of six (6) FEB UMY students to undergo the Credit Transfer Mobility Program. If any case of an increase in the number of students interested shall be discussed based on the agreement of the two parties.

8.2.4 Ensure students who join this program are mentally and physically fit.

## 8.3 KKBS and FEB UMY shall jointly:-

- 8.3.1 bear foreseeable or unforeseeable problems arising from the Credit Transfer Mobility Program;
- 8.3.2 accept the students from each respective university to undergo the Credit Transfer Mobility Program subject to the mutual consent from the Parties.
- 8.3.3 ensure that the mutual consent of the Parties is obtained prior to the Credit Transfer Mobility Program under this Agreement.

#### 9. ACADEMIC RECORD AND ACCREDITATION

9.1 The host institution shall evaluate the academic performance of each exchange student according to its rules based on academic calendar timeline as stated in *Attachment 5* and shall send the home institution the academic record/transcript of each exchange student. The home university should determine the academic credit to be granted to their exchange students for courses completed after the duration of study at the host university.

#### 10. WITHDRAWAL



10.1 In case of any withdrawal by students, each party shall bear all related cost.

#### 11. REPRESENTATION AND WARRANTY

- 11.1 The Parties represents and warrants to that-
  - 11.1.1 No litigation, arbitration, tax, claim, dispute, or administrative proceeding is currently pending or, to its knowledge, threatened, which is likely to have a material adverse affect upon it or its ability to perform its financial or other obligations under this Agreement;
  - 11.1.2 This Agreement constitute a legal, valid and binding obligation of the Parties and is enforceable in accordance with its and conditions; and
  - 11.1.3 The Parties has the necessary financial and technical capability to perform the terms of this Agreement.

### 12. INDEMNITY

- 12.1 The Parties shall indemnify each other against all cost, expenses, claims, loss or damage arising from the acts, negligence or default of the party at fault, its employees, servants and/or agents.
- 12.2 The Parties also shall indemnify each other against any special or indirect loss, damage, cost or expenses of any kind whatsoever and howsoever cause suffered or incurred by a party arising out of or in connection with this Agreement whether or not such loses where within the contemplation of the Parties at the date of this Agreement.
- 12.3 The Parties acknowledge and agree in the event of a material breach of the Agreement by either party, the non-defaulting party shall endeavor to do all things as may reasonably be necessary to mitigate loses that it may suffer pertaining such breach.

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13. CONFIDENTIALITY



- 13.1 The Parties undertake that each of them will at all times keep confidential and shall not at any time use, divulge or communicate to any person other than and to the extent necessary to their respective officers, employees, accountants, lawyers or agents whose province is to know the same and except as required by law, any financial or other information relating to the terms of this Agreement and the business of the each Party and that each Party will use its best endeavors to prevent the publication or disclosure of any confidential information concerning the same.
- 13.2 Any information disclosed by any Party to the other Party pursuant to this Agreement shall be used strictly in connection with this Agreement and for no other purpose whatsoever.
- 13.3 The Parties shall not issue any announcements, publicize or make any statements in relation to this Agreement and/or the terms and conditions herein, save as required by or in accordance with the terms and conditions of this Agreement or as may be mutually agreed by the Parties in writing.

## 14. TERMINATION

#### 14.1 Termination by breach

- 14.1.1 If KKBS commits any breach of or does not comply with any of the provisions of this Agreement and the breach or non-compliance is not remedied within thirty (30) days of a notice of such breach being given in writing to KKBS by FEB UMY, FEB UMY may terminate this Agreement by notice in writing to KKBS with effect from such date as may be specified in the notice and the date shall be not less than three (3) months from the date of such notice.
- 14.1.2 If FEB UMY commits any breach of or does not comply with any of the provisions of this Agreement and the breach or non-compliance is not remedied within thirty (30) days of a notice of such breach being given in writing to FEB UMY by KKBS, KKBS may terminate this Agreement by notice in writing to FEB UMY with effect from such date as may be



specified in the notice and the date shall be not less than three (3) months from the date of notice.

14.1.3 Notwithstanding sub clauses 14.1.1 and 14.1.2, either Party may terminate this Agreement by giving to the other Party not less than three (3) months notice in writing.

#### 14.2 TERMINATION DUE TO NATIONAL POLICY

- 14.2.1 Notwithstanding any provisions of this Agreement, KKBS may terminate this Agreement by giving not less than thirty (30) days notice to that effect to FEB UMY (without any obligation to give any reason thereof) if KKBS considers that such termination is necessary for national security or for the purposes of Government's policy or public policy.
- 14.2.2 For the purpose of this Clause, what constitutes "national interest", "interest of national security", "Government policy" and "public policy" shall be solely made and determined by the Government of Thailand and such determination by the Government of Thailand shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.



# 15. NOTICES

15.1 Any correspondence including notice and demand made hereunder shall be in writing and delivered by hand or sent by facsimile transmission (hereinafter referred to as "fax") or by pre-paid registered post to the address of the Parties as set out below:

## To KKBS at:

## KHON KAEN BUSINESS SCHOOL FACULTY OF BUSINESS ADMINISTRATION AND ACCOUNTANCY KHON KAEN UNIVERSITY (Attn:Assoc. Prof. Dr. Pensri Jaroenwanit) (Designation: Dean) 123 Mittapap Rd., Khon Kaen 40002, Thailand Tel: +66-4320 2401 Fax: +66-4320 2402 Email: penjar@kku.ac.th

## To FEB UMY at:

## FACULTY OF ECONOMICS & BUSINESS UNIVERSITAS MUHAMMADIYAH YOGYAKARTA

JI. Lingkar Selatan, Kasihan, Bantul, Yogyakarta 55183, Indonesia. (Attn: Assoc.Prof. Dr. Rizal Yaya., Ak.CA) (Designation: Dean) Tel: +62-274-387656 Ext. 116 Fax: +62-274-387646 Email: ryaya@umy.ac.id

or to such other address as the Parties may from time to time have notified. If a notice is sent by fax it shall be followed by sending a copy thereof by ordinary post to the Party.

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15.2 All notices hereunder shall be deemed to have been received by the party:-



- 15.2.1 if delivered by hand, upon receipt by the party;
- 15.2.2 if sent by post, three (3) days after posting, exclusive of the date of posting;
- 15.2.3 if sent by fax, upon receipt of the confirmation of transmission report by the sender.

#### 16. SETTLEMENT OF DISPUTES

16.1 Any dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall first be settled amicably through mutual consultations and/or negotiations between the Parties.

## 17. SEVERABILITY

- 17.1 In the event any provision or any portion of any provision of this Agreement is invalid, void, illegal or unenforceable, such provision or portion thereof shall be deemed to have been severed and deleted from this Agreement and the validity of the remainder of this Agreement shall remain unaffected thereby.
- 17.2 If any provision of this Agreement or any part thereof is rendered void, illegal or unenforceable by any legislation to which it is subjected, it shall be rendered void, illegal or unenforceable to that extent and no further. Such provision which is rendered void, illegal or unenforceable shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties hereto in accordance with the applicable law and the remainder of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal or unenforceable portion.

## 18. FORCE MAJEURE

18.1 Neither KKBS nor FEB UMY shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean:-

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- War (whether declared or not), hostilities, invasions, act of foreign enemies;
- (b) Insurrection, revolution, rebellion, military or usurped power, civil war, acts of terrorism;
- (c) Natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
- Nuclear explosion, radioactive or chemical contaminations or radiation;
- (e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, and
- (f) Riot, commotion or disorder, unless solely restricted to employees of the Company or its personnel, servants or agents.
- 18.2 If an event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligation under this Agreement (or any part thereof) the Party shall inform the other Party immediately of the occurrence of that event of Force Majeure with full particulars thereof and the consequences thereof.
- 18.3 If either party considers the event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the Parties.

## 19. MISCELLANEOUS

#### 19.1 Time of the Essence

Time wherever mentioned shall be of the essence of this Agreement.



#### 19.2 Authority

KKBS and FEB UMY respectively warrant to each other that they are respectively authorized and entitled to enter into this Agreement.

## 19.3 Applicable laws

This Agreement shall be governed by the laws of Thailand and the Parties agree to submit all disputes that cannot be resolved in an amicable manner to the jurisdiction of the Courts of Thailand.

## 19.4 Amendments and Modifications

The Parties shall negotiate in good faith in respect of any modification, variation or amendment to this Agreement for any term renewed and extended, and any such modification, variation or amendment of this Agreement shall have legal defect and force only where the same has been reduced in writing and executed by the Parties.

#### 19.5 Delays in Exercising Right, Etc.

No failure or delay on the part of either Party relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the innocent Party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to the Parties at law or in equity.

#### 19.6 Costs

Each of the Parties shall bear its own costs in relation to and arising from the preparation and execution of this Agreement. The stamp duty on this Agreement shall be borne by **KKBS**.

## 19.7 Binding on Successor Etc.

This Agreement shall be binding upon and ensure for the benefit of the liquidators, receivers, permitted assignees and successors-intitle of the Parties herein.



19.8 No Assignment

Neither Party shall be entitled to assign or transfer any of its rights and/or obligations under this Agreement whether wholly or partly without the prior written consent of the other Party.

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IN WITNESS WHEREOF the parties hereto have set their hands the date and year first

above written:

Signed by for and on behalf of

KHON KAEN BUSINESS SCHOOL FACULTY OF BUSINESS ADMINISTRATION AND ACCOUNTANCY KHON KAEN UNIVERSITY

Signed by for and on behalf of FACULTY OF ECONOMICS & BUSINESS UNIVERSITAS MUHAMMADIYAH

YOGYAKARTA

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Assoc. Prof. Dr. Pensri Jaroenwanlt Dean

In the presence of

Dr. Tongrawee Silanoi,

INTERNATIONAL AFFAIR KHON KAEN BUSINESS SCHOOL FACULTY OF BUSINESS ADMINISTRATION AND ACCOUNTANCY KHON KAEN UNIVERSITY

Assoc. Arof. Rizal Yaya, Ph.D., Ak., CA Dean

In the presence of

Retro Widowati PA., Ph.D

HEAD DEPARTMENT OF MANAGEMENT FACULTY OF ECONOMICS & BUSINESS UNIVERSITAS MUHAMMADIYAH YOGYAKARTA



## NON-RECURRENT FEES (FEB UMY STUDENTS)

No.	Clause	Breakdown	Baht
		Welfare	
		Faculty Activities	
		Student Card	
		Facilities	
	5.1.3 =Baht for 1 semester stay in Khon Kaen	Library	
1.		Computer and ICT	
		Student Health Services Scheme	
		Transportation	
		Insurance	
		Other Services	
		Total	

## Note:

Additional ......Baht for accommodation if stay in University hostel for 1 semester



## NEW RATES FOR STUDENT VISA APPROVAL LETTER AND STUDENT PASS

## NEW APPLICATION

		DURA	TION OF STUDEN	T PASS
ITEMS	TIME	SHORT COURSE (Six Month & Less)	ONE YEAR	TWO YEAR (For Indonesians Only)
Online/TT/Bank Draft Payment/Interbank GIRO	Before Arrival			
Payment (Cash)After Registration for Medical Check-up	After Arrival	*****		
Payment (Cash) After Registration for Student Pass	After Arrival			

NOTE

1. ..... 2. .....



## Visa and Fees for Student Exchange Program (1 semester) at FEB UMY

ltem	Amount	Paid to
Registration	Rp 300.000,-	FEB UMY
Accommodation (1 semester) in student dormitory	Rp 1.800.000,-	FEB UMY
Health insurance	At cost	insurance company
Visa Social Culture Visit	At cost	Indonesian Embassy in Bangkok



# Visa and Fees for Students' Visit Program (2 weeks) at FEB UMY

ltem	Amount	Paid to
Accommodation (2 weeks) in Hotel	Rp 2,800,000,-	FEB UMY
Health insurance	At cost	Insurance company
Visa on arrival	At cost	Indonesian Embassy in Bangkok
Course & Field Course Program	Rp 3.000.000,-	FEB UMY Include meal 7 times and transportation visit



## ATTACHMENT 5 A.

## REGISTRATION OF COURSES (UMY STUDENTS)

Program : Bac Semester : Sem No. of students : 6

: Bachelor of Marketing (Financial Services) with Honours : Semester V (Semester I, Academic Session 2017/2018) : 6

## Marketing

Reg	istration of courses (KKB	S)		Courses in FEB UMY		
Course Code	SUBJECT	CREDIT	, Course Code	SUBJECT	CREDIT	
	Product and Price Management	3	EUKP2503	Figh Muamalah	2	
	Marketing Channels	3	EMKU 4604	Strategic Management	4	
	Service Marketing	3	EMKU 4509	Consumer Behavior	4	
	Marketing Research	3	EMKU 5505	Research Metodhology	6	
	Total	12		Total .	16	

## Finance

Reg	istration of courses (KKB	S)	Courses in FEB UMY		
Course Code	SUBJECT	CREDIT	Course Code	SUBJECT	CREDIT
	Credit management	3	EFKP 3602	Banking Management	5
_	Personal Finance	3	EMKU 4604	Budgeting	4
	Quantitative Analysis in Finance	3	EMKU 4406	Analisys of Financial Information	4
	Strategic Financial Planning	3	EMKP 4403	Investment Management	4
	Total	12		Total	17



# SUBJECTS IN THE DEPARTMENT OF MANAGEMENT FACULTY OF ECONOMICS AND BUSINESS UMY

-	PRA SEMESTER			
No	Subjects	credits		
1	Office computer	0		
2	Self Development (bridging)	0		
_				
	TOTAL Credits	0		

SEMESTER 1		
No	Subjects	credits
1	Aqidah dan Akhlak	2
2	Literacy in Arabic	0
3	English Language 1	1
4	Pancasila & Civic Education	3
5	Management & Business	6
6	Introduction to Economic	3
7	Introduction to accounting	4
8	Business Mathematic	3
_	TOTAL Credits	22

SEMESTER 2				
No	Subjects	credits		
1	Operation Research	3		
2	Kemuhammadiyahan	2		
3	Indonesian Language	2		
4	English Language 2	1		
5	Entrepreneurship	6		
6	Statistic	6		
7	Management System Information	4		
	TOTAL Credits	24		

100	SEMESTER 3	10000000
No	Subjects	credits
1	Finance Management	6
2	Marketing Management	6
3	Human Resource Management	6
4	Operation Management	6
-		
	TOTAL Credits	24

SEMESTER 4			
No	Subjects	sks	
1	Busgeting	4	
2	Investment Management	4	
3	Banking Management (Finance concentration 1)	5	
	Service Marketing Management (marketing Concentration 1)	5	
	Human Recources Development (Human Resources concentration 1)	5	
	Service Operation Management (Operation concentration 1)	5	
4	English Language 3	1	

	SEMESTER 5	
No	Subjects	sks
1	Analisys of Financial Information (Finance concentration 2)	4
2	Strategic Management	4
	Consumer Behavior (marketing Concentration 2)	4
	Change Management (Human Resources concentration 2)	4
	Supply Chain Management (Operation concentration 2)	4
3	Research Method	6
4	Fiqih Muamalah	2



No	Subjects	sks
5	Business Planning	6
6	Managerial Ekonomics	3
-	TOTAL Credits	23

SEMESTER 5		
No	Subjects	sks
5	English Language 3	1
6	Business Development	6
	TOTAL Credits	23

	SEMESTER 6		
No	Subjects	Credits	
1	International Financial Management (Finance concentration 3)	4	
	Global Marketing Management (marketing Concentration 3)	4	
	International Human Resources Management (Human Resources concentration 3)	4	
	Global Operation Management (Operation concentration 3)	4	
2	Financial Management Seminar (Finance concentration 4)	5	
	Operation Management Seminar ((Operation concentration 4)	5	
	Marketing Management Seminar (marketing Concentration 4)	5	
	Human Resources Management Seminar (Human Resources concentration 4)	5	
3	English Language 5	1	
4	Business Communication	2	
5	Islamic Business Ethic	3	
6	Company Visit	2	
	TOTAL Credits	17	

SEMESTER 7		
No Subjects cre		
1	Apprenticeship*	2
2	Field Course*	3
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	TOTAL Credits	5

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SEMESTER 8		
No	Subjects	credits
1	Final Task*	6
-	TOTAL credits	6

Khon Kaen Students can choose the subjects that is available in FEB UMY





#### ACADEMIC CALENDAR OF BACHELOR DEGREE PROGRAMS WITH HONOURS KHON KAEN BUSINESS SCHOOL FACULTY OF BUSINESS ADMINISTRATION AND ACCOUNTANCY KHON KAEN UNIVERSITY 2017/2018 ACADEMIC SESSION

ACTIVITIES	SEMESTER I	
ACTIVITIES	* DATES	DURATION
		-

\* Subject to change



#### ACADEMIC CALENDAR THE DEPARTMENT OF MANAGEMENT FAKULTY OF ECONOMIC & BUSINESS UNIVERSITAS MUHAMMADIYAH YOGYAKARTA 2017/2018 ACADEMIC SESSION

	SEMESTER I	
ACTIVITIES	* DATES	DURATION
University and Course Registration	10 July -25 August 2017	2 weeks
Ta'aruf/Aquantance Day of New Students		2 days
OSDI (Orientasi Studi Dasar Islam)		2 days
Lectures & company visit		7 weeks

Credit transfer is hoped can be done in semester 5 Students visit can be done in semester 6