

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ARKANSAS STATE UNIVERSITY – JONESBORO**  
**AND**  
**MEIJI UNIVERSITY**

With the objective of strengthening their mutual cooperation as well as striving for the promotion of mutual exchanges, Arkansas State University – Jonesboro, an agency of the State of Arkansas and an institution of higher education, and Meiji University, Tokyo, Japan, conclude this Memorandum of Understanding (hereafter referred to as “MOU”):

**Article 1: Fields of Cooperation**

Cooperation between the two (2) universities will be undertaken from the perspective of promoting academic and cultural ties. Such cooperation includes educational and research activities in the disciplines of humanities, social sciences, natural sciences and related areas.

**Article 2: Forms of Cooperation**

**1** Both universities agree that their cooperation will include but not be limited to the following areas:

- 1) The promotion of exchange of faculty members and/or researchers from both universities;
- 2) Facilitation of the acceptance of faculty members and researchers from both universities who are preparing for their doctoral dissertations;
- 3) Promotion of collaborative research and collaborative publication of research results by faculty members and researchers from both universities;
- 4) Promotion of the exchange of students from both universities;
- 5) Promotion of the exchange of reference data, publications, and academic information and literature;
- 6) Facilitation of the mutual exchange of administrative and secretarial personnel attached to the academic departments and colleges, research laboratories and centers, libraries, and assorted administrative bodies of each university.

**2** Any conditions of implementing the activities referred to in this MOU will be negotiated and agreed by both parties in advance of commencing the activities.

### **Article 3: Exchange of Faculty Members and Researchers**

1 Both universities will endeavor to facilitate visits by faculty members and researchers from the other, for a duration to be determined and on a case by case basis. Visiting faculty members and researchers will comply with administrative procedures required by and the regulations of the host university.

2 Both universities may provide economic support for visiting faculty members or researchers from the other university, but are not required to do so.

3 Both universities will provide assistance to visiting faculty members and researchers from the other university in securing living accommodations, but are not required to provide such accommodations.

4 To the extent possible, both universities will accord visiting faculty members and researchers from the other university the use of research space, libraries and other facilities, and other common courtesies generally granted to guest scholars.

5 Visiting faculty must have a sufficient command of the language of instruction primarily used by the host institution to be eligible to participate in the exchange program.

6 This MOU is an academic agreement between the Parties, and does not create an employment relationship between either party and the visiting faculty members or researchers of the other university.

7 Each visiting Faculty and Researcher must obtain medical insurance coverage during the exchange period. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting Faculty and Researchers.

8 Visiting Faculty and Researchers shall be responsible for obtaining any necessary visas and complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but will not be responsible to assure the granting of any visas, permits, or approvals.

### **Article 4: Student Exchanges**

When both universities agree and will implement the exchange of undergraduate and/or graduate students, such agreement and its detailed conditions shall be set forth in addenda to this MOU.

### **Article 5: Validity of the MOU**

1 This MOU will come into force on the date of the signature by representatives of both universities and will remain in effect for a period of five (5) years after which it may be renewed upon the mutual written consent of the parties.

2 The provisions of this MOU may be amended at any time by the mutual consent in writing of both universities.

3 This MOU may be terminated by either university by written notice at least six (6) months in advance.

4 This MOU will be drawn up in English in two (2) copies, with one (1) copy for each university. Either copy is of equal validity.

**Article 6: Miscellaneous Terms**

1 FERPA Compliance and Personal Data Protection: Meiji University is a designated school official with a legitimate educational interest in storing, accessing, transmitting to, and receiving from Arkansas State University – Jonesboro only the educational records of those participating student applicants under this MOU.

In accordance with the laws of each country on protection of personal data, the Parties agree that the personal data provided by the Parties, for cases in which the personal data is regarding a natural person or representatives of a legal entity, will be incorporated into a file and/or database which shall be owned by each of the Parties. The purpose of providing the data is for the activities of the present MOU, as well as the maintenance of contact on both sides.

In compliance with current regulations, the Parties guarantee that they have adopted the technical and organizational measures necessary to protect the data under the same standards which are used to protect said Party's own data, provided that in no case shall that be less than a reasonable standard of protection. In addition, the Parties shall not assign or communicate the personal data stored in their files and/or databases to third parties, except when necessary for the performance as outlined under this MOU, when required by law or the order of a court of competent jurisdiction, or upon the written consent of the other Party.

2 Compliance with Anti-Kickback Legislation: Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58) - By agreeing to this MOU, the Parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of Arkansas State University – Jonesboro or Meiji University for the purpose of obtaining this or any other agreement, purchase order, or contract from Arkansas State University – Jonesboro and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both Parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

3 Compliance with Export Control Laws: Each party shall be responsible for adhering to all applicable international and domestic import/export control laws.

4 Force Majeure: Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, or flood or because of any law, order, proclamation, ruling, regulation, or ordinance of any government or subdivision of government or because of any act of God.

In the event that either party is prevented or delayed by Force Majeure from performing its obligations, that party shall notify the other party of the Force Majeure occurrence as soon as possible, but no later than fourteen (14) days following the occurrence of the Force Majeure event.

**5 Relationship:** The parties are and shall remain independent contractors. Nothing contained herein shall be construed as creating a partnership or joint trading or contract of employment between Meiji University and Arkansas State University – Jonesboro. Neither party shall have the authority to enter into any agreement or otherwise bind the other party without said party's written express consent.

**6 Waiver:** A waiver of any provisions of this MOU will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

**7 Notice:** Any request, notice, or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, courier service, or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University – Jonesboro, U.S.A:

To Meiji University, Japan:

Lynita Cooksey, Ph.D.  
Vice Chancellor and Provost  
P.O. Box 179  
State University, Arkansas 72467

Kosaku Dairokuno  
Vice President (International Affairs)  
1-1 Kanda-Surugadai,  
Chiyoda-ku, Tokyo 101-8301

**8 Successors:** The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

**9 Additional Documents and Terms:** The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this MOU. Detailed procedures for implementing the exchange programs which are not prescribed in this MOU will be discussed and decided upon by both institutions at the appropriate time and documented in a written agreement to be signed by representatives from both Parties. Any disagreements will be discussed and settled by representatives from both institutions.

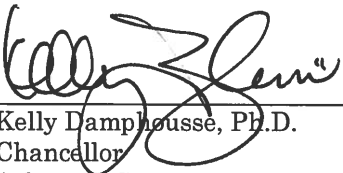
**10 Counterparts:** This MOU may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this MOU at different times and places by the parties will not affect the validity of this MOU.

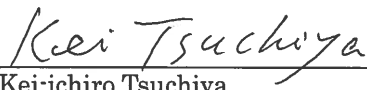
**11 Severability:** Any provisions herein declared invalid under any law shall not invalidate any other provisions of this MOU. If one or more conditions, requirements or provisions contained in this MOU cannot be carried out, is declared invalid, is found to violate applicable law, or is unenforceable due to the presence of an order of a court of competent jurisdiction that bans its enforcement, then the remaining requirements, regulations, or other provisions remain valid and binding on the parties.

**12 Entire Agreement:** This MOU constitutes the entire agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this MOU. This MOU may be translated into a language other than English; however, for the purpose of clarity and mutual understanding, the Parties do hereby agree that this English language version of the MOU shall control in the event of any conflict. No supplement, modification, or amendment to this MOU will be binding unless such supplement, modification, or amendment is in writing and signed by all parties. No party may assign any of its rights or delegate any of its duties under this MOU without first obtaining the written consent of the other party.

Date: 10/25/18

Date: 11/13/18

  
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Kelly Dampousse, Ph.D.  
Chancellor  
Arkansas State University

  
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Kei-ichiro Tsuchiya,  
President  
Meiji University

**AGREEMENT ON THE IMPLEMENTATION  
OF THE STUDENT EXCHANGE PROGRAM**  
**between**  
**ARKANSAS STATE UNIVERSITY - JONESBORO**  
**and**  
**MEIJI UNIVERSITY**

Arkansas State University – Jonesboro, an agency of the State of Arkansas and an institution of higher education (hereinafter referred to as “A-State”) and Meiji University (hereinafter referred to as “MU”) have agreed to enter into the following Agreement on the Implementation of the Student Exchange Program based on Article 4 of the Memorandum of Understanding between both institutions signed by both representatives:

**Article 1: Number of Exchange of Students**

1- Each year, both institutions may send and accept a maximum of two (2) exchange undergraduate students as tuition-and-fee-waived status under this Agreement. Two (2) semester-long exchange students shall be counted equal to one (1) year-long exchange student. These students shall be referred to as “Exchange Students” in the Agreement.

2- If there is an imbalance in the number of participating Exchange Students, surplus students exceeding the number set forth in A-1 above from MU will be responsible for paying tuition and fees designated by A-State.

3- MU may send undergraduate students as fee-paying status each year. MU shall send as many students as possible or appropriate, subject to the approval and acceptance of A-State. These students shall be referred to as “Visiting Students” in the Agreement. Visiting Students shall be enrolled as non-degree-seeking students at the host institution.

**Article 2: Period of Study Abroad**

1- The period of study abroad for Exchange and Visiting students shall be in principle for up to one (1) academic year for both institutions. Details concerning the period shall be decided by discussion between the two (2) institutions.

2- Upon completion of the period of study abroad at the host institution, both Exchange and Visiting Students shall return to the home institution. Any extension of stay must be approved by both institutions.

**Article 3: Selection of Exchange and Visiting Students and Acceptance Procedures**

1- Each institution will endeavor to publicize the exchange student program and to select highly qualified students studying at their respective institutions.

2- Selection of candidates shall be made by the home institution. The host institution has the right of making the final decision on accepting these students.

#### **Article 4: Study Program for Exchange and Visiting Students**

- 1- Both institutions will undertake to send all necessary information concerning a student's study program to the host institution well in advance, and generally facilitate matters for these students.
- 2- A study program suitable for each student shall be determined by the host institution with the student's academic background and preferences taken into consideration.
- 3- The host institution will undertake to provide appropriate academic advice, orientation, counseling and support during the program.

#### **Article 5: Status of Exchange Students and Visiting Students**

- 1- Exchange and Visiting Students will enjoy the same academic rights and advantages enjoyed by regular students enrolled at the host institution, but, they should not aim at obtaining a degree from the host institution.
- 2- These students will be subject to the rules and regulations of the host institution as well as the laws of the host country.

#### **Article 6: Academic Record and Accreditation**

- 1- The host institution will undertake to provide transcripts and documentation regarding each student's academic performance during their stay, which shall be sent directly to the home institution.
- 2- Any academic credit earned at the host institution will be transferred back to the home institution in accordance with procedures determined by the latter.

#### **Article 7: Financial Arrangements**

- 1- Exchange Students will pay tuition for a regular full-time course of studies at the home institution.
- 2- Each host institution shall provide a waiver of examination fees, admission fees, and tuition for Exchange Students.
- 3- Visiting Students are responsible for all academic fees designated by the host institution, in addition to tuition for a regular full-time course of studies at the home institution.

#### **Article 8: Accommodation and Health Insurance etc.**

- 1- The host institution will assist Exchange and Visiting Students to find suitable accommodation, but the provision of housing is not an obligation of the host institution.
- 2- These students shall carry adequate overseas travel insurance required by the host institution. This insurance will cover the costs of health care, liability, repatriation and rescue for the full period of their stay.
- 3- The full cost of living, such as charges for room and board, full expenses for health care, and travel are the sole responsibility of these student.

**Article 9: Scholarship**


This Agreement shall not ensure the availability of scholarships for these students, but each institution shall endeavor to provide useful information on scholarship programs that will financially assist the students.


**Article 10: Validity of the Agreement**

- 1- The validity of this Agreement shall be pursuant to the validity of Memorandum of Understanding between both institutions signed by both representatives, unless one party sends a written notice of this Agreement's termination to the other party six (6) months in advance.
- 2- Exchange and Visiting Students who are already under their study program at the host institution on the date of termination shall not be interfered by such date and shall complete their study program as originally planned.
- 3- This Agreement is subject to revision by mutual agreement at any time.
- 4- This Agreement is drawn up in English in two (2) copies, with one (1) copy for each university. Either copy is of equal validity.

Date: 10/31/18

Date: 11/15/18

  
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Kelly Damphousse, Ph.D.  
Chancellor  
Arkansas State University – Jonesboro

  
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Kosaku Dairokuno  
Vice President (International Affairs)  
Meiji University