

**MEMORANDUM OF UNDERSTANDING
REGARDING
EDUCATIONAL, SCIENTIFIC, AND CULTURAL COOPERATION**

The parties to this Memorandum of Understanding (MOU) are the University of Washington, an institution of higher education and an agency of the State of Washington, with its principal campus located in Seattle, Washington, USA, and Hokkaido University, an institution of higher education with its principal campus located in Sapporo, Hokkaido, Japan.

A. Background and Purpose

The parties believe that it is in their best interests to encourage direct contact and cooperation between their faculty members, departments, institutes and other research centers in order to foster the development of possible collaborative projects and activities in fields of teaching and research to be agreed upon, subject to the availability of funding and the development of specific binding agreements. The parties have entered into this MOU for the purpose of setting forth their mutual understanding and agreement with respect to such direct contact and the development of potential of cooperative programs.

B. Discussion and Development of Possible Collaboration

Within the fields of teaching and research to be mutually designated, both parties agree to discuss and explore the development of any of the following general forms of cooperation:

1. Joint research activities, publications and library exchanges;
2. Exchange of invitations to scholars for lectures, talks, and sharing of experience;
3. Exchange of invitations to scholars to participate in conferences, colloquia and symposia;
4. Exchange of information in fields of interest to both parties; and
5. Exchange of faculty members and students for study, teaching and research.

C. The parties anticipate that specific collaborative projects or activities that the parties wish to implement will, as appropriate, be undertaken pursuant to future agreements entered into accordance with applicable law and the rules of each party.

D. Continuation of All Current Policies

During the course of the discussions contemplated by this MOU, the parties will continue to operate their respective academic programs in accordance with their established policies, rules and procedures.

E. Term of MOU

This MOU shall be effective on the last signature date and shall continue in effect for a period of five (5) years thereafter unless terminated as provided for herein.

Either party can terminate this MOU for any reason upon six (6) months prior written notice to the other party. At the end of its effective period, this MOU may be renewed upon written mutual agreement of the parties.

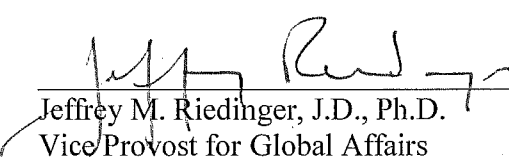
F. Publicity

Nothing in this MOU shall be construed as granting either party permission to use the other party's official names, logos, trademarks, or copyright protected insignias in any promotional, publicity or advertising materials without the express written consent of the other party.

G. Nonbinding Terms

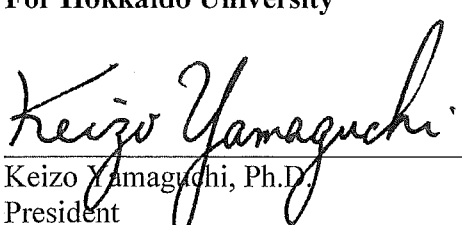
This MOU shall not be construed as creating any legally binding rights or obligation on the part of either party and shall not be enforceable in law or equity in any court or tribunal for any purpose.

For University of Washington


Jeffrey M. Riedinger, J.D., Ph.D.
Vice Provost for Global Affairs

16 November 2016
Date

For Hokkaido University


Keizo Yamaguchi, Ph.D.
President

November 8, 2016
Date

AGREEMENT FOR STUDENT EXCHANGE

BETWEEN

THE UNIVERSITY OF WASHINGTON, USA ("UW")

AND

HOKKAIDO UNIVERSITY ("HU")

The University of Washington (UW), an institution of higher education in the State of Washington, USA, and Hokkaido University (HU), an institution of higher education in Sapporo, Japan, desiring to enhance educational and cultural opportunities for their students and to promote general academic cooperation, agree to the establishment of a Student Exchange between the Universities according to the following terms:

1. Definitions

The following definitions are used in this Agreement:

1.1 "Academic Year" means: (a) for UW, a period beginning in September and ending in June; and (b) for HU, a period beginning in April and ending in February. The exact dates for an Academic Year will vary each year.

1.2 "Balanced Exchange" exists when some multiple of 1 Semester at HU is exchanged for an equivalent multiple of 1½ Quarters at UW. For example, a Balanced Exchange exists with the exchange of 1 Semester at HU and 1½ Quarters at UW; 2 semesters at HU and 3 Quarters at UW; and so on.

1.3 "Exchange Student" means a student from a Home University who attends a Host University.

1.4 "Home University" means the University where the Exchange Student is enrolled as a degree candidate.

1.5 "Host University" means the University where the Exchange Student is temporarily enrolled as a visiting, non-degree student.

1.6 "Imbalance" means the absence of a Balanced Exchange.

1.7 "Quarter" means, for UW only, one of the following: September to December (Autumn Quarter); January to March (Winter Quarter); and March to June (Spring Quarter). The exact dates for Quarters will vary each Academic Year.

1.8 “Semester” and “Quarter” for HU only:

1.8.1 “Semester” means one of the following: April to August (Semester 1); and September to February (Semester 2). The exact dates for Semesters will vary each Academic Year.

1.8.2 “Quarter” means one of the following: April to June (Spring Term); June to August (Summer Term); October to December (Fall Term); and December to February (Winter Term). The exact dates for Terms will vary each Academic Year.

2. Balanced Exchange

2.1 Over the course of the Term of this Agreement (see Paragraph 5), UW and HU will achieve a Balanced Exchange.

2.2 On an annual basis, UW and HU will negotiate a target number of Semesters and Quarters to exchange for the forthcoming Academic Year with emphasis on achieving the goal of a Balanced Exchange over the Term of this Agreement. The number of students exchanged in any given year shall not exceed five (5) full-year students from UW and five (5) full-year students from HU.

2.3 If an Exchange Student withdraws or is withdrawn (see Paragraph 3.10) before the end of an ongoing exchange, the remainder of the Semester or Quarter underway shall count as completed for purposes of a Balanced Exchange.

2.4 If there is an Imbalance at the time this Agreement terminates, the University entitled to additional Semesters or Quarters may achieve a Balanced Exchange by sending Exchange Students to the Host University within the two Academic Years following the final Academic Year of exchange. The Host University must negotiate in good faith on the manner and timeframe for receiving Exchange Students to achieve a Balanced Exchange.

3. Exchange Student Nomination, Enrollment and Course Selection

3.1 The Home University will nominate candidates for exchange to the Host University. The Home University must nominate students who meet at least the following criteria:

- The student must be currently registered at the Home University and shall have completed at least one year of university study. UW students nominated for HUSTEP, however, must have completed at least two years of university study.
- The students must be in good academic standing at the Home University.
- The student must satisfy language proficiency requirements established by the Host University.

3.2 A nominated student must apply to attend the Host University as an Exchange Student using the application materials and procedures established by the Host University. The Home University will inform the nominated student about the Host University's application requirements and deadlines. Admission to the Host University as an Exchange Student is subject to the Host University's acceptance of the nominated student.

3.3 The Host University shall inform the Exchange Student that he or she is solely responsible for securing the permission required, if any, to enter the Host University's country. For this purpose, the Host University shall provide the Exchange Student documentation of the Exchange Student's admission to the Host University, and if the student qualifies, a certificate of eligibility to apply for a student visa.

3.4 The Host University must permit and require Exchange Students to enroll in a full time course load unless both the Home and Host Universities explicitly exempt the Exchange Student from this requirement. UW will not enroll Exchange Students in graduate courses in the Schools of Medicine, Business and Law unless expressly authorized by the UW Study Abroad Office (based on permission by the applicable School).

3.5 The Host University will enroll Exchange Students only in courses where they meet the course prerequisites and language proficiency requirements for the course. The Host University does not guarantee enrollment in any given course. Enrollment is subject to course availability, enrollment conditions established by the instructor offering the course, and scheduling constraints.

3.6 The Host University, upon written request of the Exchange Student, shall provide the Home University the Exchange Student's official transcript for courses taken at the Host University. Exchange Student academic records may be transmitted by the Host or Home University only if permitted by, and in accordance with, the regulations of the Host or Home University and any applicable laws (e.g., for UW, the Family Educational Rights and Privacy Act – FERPA).

3.7 Exchange Students will not be candidates for degrees of the Host University.

3.8 The Home University agrees to accept the academic record of the Host University as an internal grade report and will provide the Exchange Student with academic credit at the Home University in accordance with its policies and procedures.

3.9 UW monitors academic progress, disburses aid and handles all administrative duties related to United States Federal Financial Aid and Washington State Financial Aid for UW Students. HU agrees not to provide United States Federal Financial Aid or Washington State Financial Aid to UW Exchange Students and to report any scholarship support awarded by HU to UW Exchange Students to UW.

3.10 The Host University shall provide Exchange Students the privileges enjoyed by other students enrolled in the Host University, and agrees that the Host University may subject Exchange Students to all rules, regulations and student code of conduct expectations of the Host University. The Host University may require the withdrawal of any Exchange Student whose academic standing or conduct warrant such action. To the extent permitted by applicable law, the Host University shall promptly inform the Home University of an effort or decision to require withdrawal of an Exchange Student.

4. Fees and Costs

4.1 Exchange Students will pay normal tuition and fees to their Home University in accordance with its policies. Host Universities will not charge Exchange Students for tuition, admission or application fees.

4.2 The Host University may assess Exchange Students any course fees assessed to its degree students that are not covered by tuition. This may include course fees for laboratory work, field study and studio classes.

4.3 The Host University is not responsible for Exchange Student housing arrangements and does not guarantee the availability of housing. The Host University will provide Exchange Students information about on-campus and off-campus housing, and assistance in locating the same.

4.4 Exchange Students must purchase the health insurance required by the Host University.

4.4.1 UW will inform HU Exchange Students that they are required to purchase the UW Student Health Insurance Plan. Exchange Students can apply for a waiver of this requirement if the Exchange Student presents proof that he or she is covered by comprehensive health insurance valid in the United States that meets or exceeds UW insurance requirements for Exchange Students. An insurance waiver request must be made to avoid UW billing the Exchange Student for the UW Student Health Insurance Plan. UW will provide to Exchange Students and HU information about UW minimum insurance requirements for Exchange Students and about how to seek a waiver.

4.4.2 HU will inform UW Exchange Students that they are required to purchase the Japanese National Health Insurance (JNHI) and that it is highly recommended that they purchase accident and liability insurances. HU will provide to UW Exchange Students information about how to purchase the required JNHI as well as information about accident and liability insurances.

4.5 To the extent not covered by an Exchange Student's insurance, an Exchange Student is solely responsible for all medical expenses.

4.6 Exchange Students are responsible for undertaking and incurring all efforts, costs and expenses associated with the Exchange, including but not limited to, making their own international and domestic travel arrangements; paying for accommodations and meals, study materials, local transportation, personal expenses, passport, visa application, and all living expenses.

5. Term and Termination

5.1 This Agreement shall be effective on the last signature date and shall continue in effort for a period of five (5) years unless terminated as provided for herein.

5.2 This Agreement may be renewed upon mutual written agreement of the parties.

5.3 Either UW or HU can terminate this Agreement for any reason upon six (6) months prior written notice. In the event of termination of this Agreement, the obligations of this Agreement shall remain with respect to any Exchange Students who have already commenced study at the Host University or received a letter of acceptance to participate in the student exchange.

6. Dispute Resolution

6.1 UW and HU shall endeavor to settle any dispute relating to this Agreement by negotiating with each other in good faith. If the parties are unable to resolve the dispute through reasonable discussion and negotiation, UW and HU may appoint a mutually agreeable mediator to assist them in dispute resolution efforts.

6.2 In the event of a dispute, UW and HU shall continue to carry out all their respective responsibilities under this Agreement not affected by the dispute.

7. Non-Discrimination

UW and HU subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, sexual preference, national origin or disability. UW and HU shall abide by these principles in the administration of this Agreement.

8. Indemnification

UW and HU agree to indemnify and hold each other harmless from any and all claims by third parties, including but not limited to by Exchange Students, their parents, survivors or agents, arising from any negligent acts or omissions on the part of the other University or its employees or agents.

9. Independent Status

In the performance of this Agreement, UW and HU will be acting in their individual capacities and not as agents, employees, joint-venturers, or associates of one another.

10. Entire Agreement and Waiver

This Agreement constitutes the entire agreement between UW and HU with respect to the subject matter of this Agreement. No waiver, consent, modification, or change of terms to this Agreement shall bind either party unless in writing and signed by both parties. No other statements or representations, written or oral, shall be deemed a part of the Agreement.

11. No Third Party Beneficiaries

UW and HU are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. Severability

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

13. Force Majeure

Neither UW nor HU shall be liable to the other or deemed in breach under this Agreement if and to the extent such party's performance is prevented by reason of force majeure.

14. Authority to Bind

The signatories to this Agreement represent that they have the authority to bind their respective Universities to this Agreement.

15. Counterparts

This Agreement will be executed in English with duplicate originals. Each such duplicate shall be deemed an original copy of this Agreement for all purposes.

16. Liaison Officers

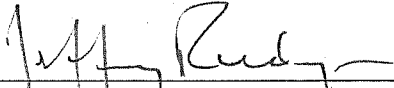
UW and HU will each designate an individual or Office to serve as a liaison officer to facilitate the terms of this Agreement. UW designates the UW Study Abroad Office, 1410 NE Campus Parkway, 459 Schmitz Hall Box 355815, Seattle, WA 98195-5815, (206) 221-4404. HU designates the Institute for International Collaboration, Kita 15, Nishi 8, Kita-ku, Sapporo 060-0815 Japan. If UW or HU desire to change this designation, they shall do so providing notice as required by Paragraph 17.

17. Addresses for Notices

If a University is required to provide notice under this Agreement, it should be provided to:

University of Washington Office of Global Affairs 22 Gerberding Hall, Box 351237 Seattle, WA, 98195-1237 USA	Hokkaido University Institute for International Collaboration Kita 15, Nishi 8, Kita-ku Sapporo 060-0815 Japan
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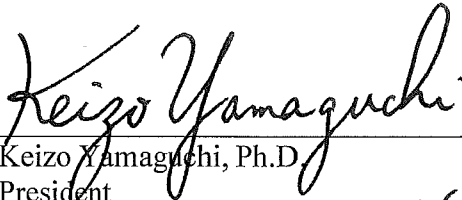
For University of Washington



Jeffrey M. Riedinger, J.D., Ph.D.
Vice Provost for Global Affairs
16 November 2016

Date

For Hokkaido University



Keizo Yamaguchi, Ph.D.
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