

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF POLITICAL SCIENCE,
NATIONAL CHENGCHI UNIVERSITY
AND
GRADUATE SCHOOL OF ASIA-PACIFIC STUDIES,
WASEDA UNIVERSITY**

Department of Political Science, National Chengchi University (hereinafter referred to as "NCCU"), and Graduate School of Asia-Pacific Studies, Waseda University (hereinafter referred to as "WU") do hereby agree to establish a memorandum of understanding (hereinafter referred to as the "MOU") in the fields of education and academic research.

Article 1. Purpose

The parties shall provide mutual coordination and cooperation in accordance with the terms and conditions set forth herein or in the MOU executed hereunder in the spirit of reciprocity, in areas, such as research activities, educational activities, and global academic and cultural exchanges, in which the parties can provide mutual cooperation.

Article 2. Cooperative Matters

1. The parties shall cooperate on the following matters in accordance with the MOU.

- (1) To encourage visits by faculty from one university to the other for the purpose of engaging in research or other educational activities;
- (2) To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programmes, and in the case of advanced graduate students, participating in research;
- (3) To foster the exchange of academic publications and scholarly information; and
- (4) To promote other academic activities that enhance the above-mentioned goals.

2. Consultations on the details on implementation of the cooperative project set forth above shall be held, and upon agreement thereon such details shall be confirmed in a written document by and between the parties.

Article 3. Regulations

Both parties hereto acknowledge that the visit by faculty and students from one party to the other

shall be subject to the rules and regulations (e.g. entry and visa regulations) of the country in which the host university is located, and shall comply with the regulations and policies of such host university.

Article 4. Financial Matters and Accommodation

Both parties agree that all expenses, including research material, international and domestic travel, per diem, honoraria and all other costs, shall be the responsibility of the home university or visiting faculty and students themselves unless otherwise stated; provided, however, that, each university shall make every reasonable effort to assist visiting faculty and students in finding suitable accommodation.

Article 5. Intellectual Property

In order to ensure the proper administration and application of intellectual property arising as a result of the MOU, both NCCU and WU agree to cooperate to achieve the most mutually beneficial solution for both parties hereto. When necessary, separate agreements shall be established for each item of intellectual property identified. Both parties hereto shall endeavor to resolve any matters related to intellectual property amicably and in a constructive manner.

Article 6. Confidential Information

1. Each party hereto shall keep strictly confidential any information that was specified as confidential and disclosed by the other party in the form of documents, information or goods, whether given orally, in writing, by electronic media or any other means. The parties hereto shall not use any confidential information for any purpose other than that of the MOU. Neither of the parties hereto shall disclose or divulge such to any third party without the prior consent of the other party. In the event a party discloses the above-described documentation and information, etc. to the other party in a form other than in writing, such disclosing party shall notify the other party of the confidentiality within seven (7) days following the disclosure.

2. Notwithstanding the preceding paragraph, the confidentiality obligations provided for in the preceding paragraph shall not apply to the party receiving such information if such information falls under any of the following:

- (1) the information was already in the possession of the receiving party at the time of the disclosure thereof by the other party;
- (2) the information was publicly known at the time of the disclosure thereof by the other party;
- (3) the information entered the public domain after the disclosure thereof through no fault of the receiving party; and

(4) the information was properly obtained from a third party acting with authorization or consent of the disclosing party without being under any confidentiality obligations.

3. The provisions of the preceding two paragraphs shall survive any expiration or termination of the MOU.

Article 7. Protection of Personal Information

Based on the MOU, both NCCU and WU hereby agree not to divulge or expose any personal information obtained through the performance of the MOU to any third-party except for the cases where (i) the prior written consent of relevant person is obtained, (ii) the laws and regulations allow or compel to disclose the relevant information, (iii) it is necessary as emergency for protection of the life, body, or property of a certain individual, or (iv) competent authority requests to disclose the relevant information. This provision shall survive after the termination of the MOU.

Article 8. Liability

During the performance of the MOU, if either party hereto is responsible for losses and damages inflicted on or suffered by the other party, the party responsible therefor shall pay damages to compensate the other party for actual losses (not including indirect or consequential losses) suffered.

Article 9. Force Majeure

Neither party shall be deemed in default of the MOU in cases where its performance of its obligations, or its attempts to cure any breach thereof, are delayed or prevented due to circumstances beyond its reasonable control, including without limitation, government policy decisions, government action, riots, armed conflicts, epidemics, pandemics, extreme weather or natural events, unavailability of normal means of transport, or acts of God.

Article 10. Good Faith Principle

The MOU is concluded on equal terms between the parties, and the parties hereto shall fulfill in good faith their obligations assumed under the MOU.

Article 11. Matters for Discussion

Circumstances and matters which are not addressed in any of the articles of the MOU shall be decided upon each occasion through discussions by both parties.

Article 12. Notice

1. Any notice, including, but not limited to, changes, reports, terminations, offers or approvals, made in relation to the MOU shall be made to the address designated by each party in writing (e-mail or

facsimile may be used; an e-mail address or facsimile number will be designated). In the case of a notice delivered by facsimile, the original thereof shall be delivered to the address within a reasonable period of time.

2. The above notice shall be effective upon actual receipt. In the case of a notice delivered by facsimile, it shall be effective at the time recorded in the receiver's facsimile machine on the condition that the original is delivered within the reasonable time period. E-mail shall be effective as notice hereunder if the confirmation of receipt is made through reply e-mail; provided, however, that, e-mail shall not be available in respect of modification, termination and assignment of the MOU.

Article 13. Period of Validity

1. The MOU shall become effective on the date of the signing thereof and remain so for a period of five years.

2. Provided that a request for termination of the MOU has not been received either from NCCU or WU at least twelve months prior to the expiration date thereof, it shall be automatically extended for a one-year period commencing on the expiration date of the MOU, and the above process shall be applied thereafter.

Article 14. Amendments to, Termination of and Assignment of the MOU

1. The MOU shall not be amended or terminated without the agreement of both NCCU and WU.

2. The parties shall not transfer, cause any third party to assume, nor create a security interest on the whole or part of the right and obligations arising from the MOU.

IN WITNESS WHEREOF, the parties hereto have executed the MOU in duplicate with the signatory party representatives of both parties affixing their signatures thereto, and with each party keeping an original copy hereof.

*Signed for, and on behalf of,
Department of Political Science,
National Chengchi University*



Chung-min TSAI
Professor & Chair

*Signed for, and on behalf of,
Graduate School of Asia-Pacific Studies,
Waseda University*



Kazuo KURODA
Professor & Dean

On this date March 20, 2021

On this date Mar. 24, 2021