

**Memorandum of Understanding of Educational Cooperation
Between
The University of Central Missouri
And
Niigata University of International and Information Studies**

The University of Central Missouri (hereafter referred to as UCM, Address: P.O. Box 800, Warrensburg, MO 64093) and Niigata University of International and Information Studies (hereafter referred to as NUIS, Japan) aim to establish and develop a strategic collaborative relationship to promote educational opportunities between the two institutions on the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed as follows:

I. The Scope of this Agreement

The *Memorandum of Understanding* will serve as a general framework for institutional cooperation. Both institutions agree to promote the following educational opportunities based on their respective academic and educational needs:

- Language and cultural programming with the English Language Institute
- Utilization of the UCM English Proficiency Exam
- Short- and long-term Faculty and Student Exchange
- Undergraduate course opportunities for qualifying students
- Collaborative research and discovery, learning and teaching
- Other mutually agreed upon educational programs

Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific written agreements based on the mutually agreed upon objectives and outcomes.

II. Period of Agreement

This agreement shall be effective upon the date of final execution and will remain in force for a period of three years. This agreement may be renewed beyond three years by mutual written agreement. In addition, either university may terminate the agreement by providing at least 180 days written notice to the other party.

III. Activities Under This Agreement

Activities taking place under this agreement are expected to be initiated primarily by academic units within each university and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution.

IV. Planning and Management of Activities

Each distinct collaboration program or activity will be described in a separate Program Specific Agreement and will be drawn up jointly, all signed by authorized signatories of each party. Such agreement will specify the names or personnel titles of those individuals on each campus responsible for implementing the program and set forth all terms and conditions

associated with the activity. The parties understand that each Program Specific Agreement may have different circumstances with respect to the personnel, types of activities, intellectual, and other deliverables that UCM may be required to contribute. Therefore, UCM reserves the right to perform a separate risk assessment on the legal, tax, and other liabilities that may arise under each Program Specific Agreement and to structure its deliverables under the Program Specific Agreement in a way that maximizes the cost and liability efficiencies for UCM. UCM reserves the right to assign and/or subcontract any or all of its obligations under this MOU and/or any Program Specific Agreement to any of its subsidiaries or affiliates (including affiliates controlled but not owned by UCM or any trustees of UCM).

V. Exchange of Faculty Members

A. Prior to any exchange of faculty members, academic officials of both institutions shall agree upon the specific faculty member(s) to be exchanged, the specific courses to be taught, and other duties to be performed by the exchanged faculty member(s), the specific dates that performance will occur (ranging from short-term visits to one-year visits) and the financial considerations pertinent to the exchange, if any.

B. The Home Institution is **responsible for providing** all salaries, benefits, insurance coverage, travel expenses, all withholdings required for tax or other purposes, and any other remuneration and expenses to which the exchanged faculty member(s) may be subject or entitled. All such exchanged faculty members shall always remain the employees of the Home Institution only. Nevertheless, the personnel of each party while on the premises of the other shall always be subject to the rules and regulations adopted by such other party with respect to the conduct of its own employees.

C. Unless a one-to-one faculty exchange occurs in which faculty members voluntarily exchange housing; the host institution will assist in arranging housing for the exchanged faculty member and their family. If faculty members voluntarily exchange housing, neither institution assumes any responsibility for the housing exchange.

VI. Exchange of Students

A. Exchange students attending UCM are allowed to enroll in a maximum of fifteen (15) credit hours for undergraduate students each semester paid through the exchange. The actual number of students sent each year shall be mutually agreed upon by UCM and NUIS. Additional hours of credit may be taken, but the student must assume the costs of tuition and fees above 15 hours of credit at the resident student rate.

B. Students must apply for admission to Niigata University of International and Information Studies or the University of Central Missouri. It is the prerogative of each institution to make final decisions on admissions to its own institution.

C. The parties will determine the applicability of coursework taken at the other institution toward their degree.

D. Financial responsibility for mandatory fees, university fees, board, room, books, travel, health insurance, and all other incidental fees and expenses shall be the responsibility of the individual student(s). Tuition will be paid to the home institution, not to exceed 15 credit

hours for undergraduate students. Each institution shall provide advisory and counseling assistance on these matters.

- E. Exchange students are eligible for university housing and meals under the same conditions as other students.
- F. Academic Status – All students will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at the host institution. Credits toward the student's degree are to be awarded by the home institution. Students are expected to maintain the equivalent of a full-time course load (12 credit hours for undergraduate students) at the host institution. Students enrolled in the host institution will be subject to the same rules and regulations as local students.

VII. Non-Resident Scholarship

UCM does hereby agree to offer a renewable Non-Resident Scholarship to applicants from NUIS who fulfill the following admission requirements:

- All students must successfully submit in a timely manner all required documentation of UCM's international student online application.
- Students must have a cumulative undergraduate GPA of 2.5 or a graduate GPA of 3.0 on a 4.0 scale.
- This scholarship is applicable to certain on-campus tuition codes but does not include tuition for online courses. In this scholarship, NUIS students will only be responsible for the in-state portion of tuition, as UCM will cover the non-resident portion of tuition. This does not include other fees, international insurance, etc.
- UCM's International Student Services office will provide a DS-2019 form to qualified applicants after all the specified academic and financial documentation is provided. However, the awarding of student visas is decided by the appropriate U.S. government official in Japan.

This scholarship is renewable each semester the student meets the GPA requirements and remains enrolled at UCM as a full-time student.

VIII. Institutional Coordinators

Each institution will nominate a designated individual who will communicate regularly with each other to monitor the progress of collaborative student arrangements.

IX. Funding of Activities

Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Both institutions must approve projects requiring funding.

X. Disputes

If any controversy or dispute should arise between the parties with respect to the agreement or performance there under, such controversy or dispute shall be submitted to the Chief Academic Officer of Niigata University of International and Information Studies or the Chief Academic Officer of the University of Central Missouri, who shall endeavor to find an

amicable settlement of such dispute within thirty (30) days (or such longer period as may be mutually agreed upon) of submission of the matter to them. If, and only if, the dispute relates to non-payment of monies claimed to be due, a party has the right to bring an action in a competent court of law.

XI. Nondiscrimination

UCM and NUIS agree that no person shall, on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran, be excluded from participation under the terms of this Agreement.

XII. Modification

The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

XIII. Use of Name

Niigata University of International and Information Studies will not use the name of the University of Central Missouri, nor of any member of the University of Central Missouri's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University of Central Missouri. University of Central Missouri will not use the name of Niigata University of International and Information Studies, or any employee of Niigata University of International and Information Studies, in any publicity, advertising, or news release without the prior written approval of Niigata University of International and Information Studies.

XIV. Prevailing Language

Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of a conflict between the two versions, the English version will prevail.

XV. Non-Binding

This Agreement is non-binding and solely to establish a basis upon which UCM and NUIS will continue discussions. Either UCM or NUIS may, at its sole discretion, terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute relating to any aspect of cooperation under this agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will agree to teach out existing students enrolled in courses for the term in which the agreement is terminated and will have no further obligations hereunder.

XVI. Foreign Corrupt Practices Act

UCM and NUIS represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives, officers, directors) contractors or other agents to take any action in connection with this Agreement or any separate Program

Specific Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of) any money, gift, loan, service, or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

XVII. Terms of the Agreement

This agreement shall come into effect from the date of signing by representatives of both institutions. Each institution agrees to provide timely notice to the other in the event of any modifications that might affect the compatibility for admission and transfer of coursework. This agreement may be subject to change, with notification, if institutional requirements change by either institution.

This *Memorandum of Understanding* is subject to the rules and regulations governing UCM and NUIS.

Signed on behalf of:
University of Central Missouri

Signed on behalf of:
Niigata University of International and Information Studies

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Signatory: ~~Philip Bridgman~~ **Tim Crowley**
Title: Provost and Chief Learning Officer **(Interim)**

Signatory: Dr. Yuya Suzuki
Title: Director of International Exchange Committee
Niigata University of International and Information Studies

Date: July 31, 2024

Date: 07.24.2024