



Japan Center for Michigan Universities

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Consortium Members

Central Michigan University
Eastern Michigan University
Ferris State University
Grand Valley State University
Lake Superior State University
Michigan State University
Michigan Technological University
Northern Michigan University
Oakland University
Saginaw Valley State University
University of Michigan (Ann Arbor, Dearborn, Flint)
Wayne State University
Western Michigan University

In Japan

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JAPAN
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Agreement for Student Exchange between The Japan Center for Michigan Universities and Shiga University Shiga Prefecture, Japan

This Exchange Agreement (the "Agreement"), effective as of the date set forth in Section 2 below, is made and entered into between the Japan Center for Michigan Universities, a consortium of public universities in Michigan for which Michigan State University serves as the administrative and fiscal agent, and Shiga University.

RECITALS

- A. In September 1988, on the 20th anniversary of their sister-state relationship, the governments of Shiga Prefecture and the State of Michigan entered into an agreement to create the Japan Center for Michigan Universities.
- B. In collaboration with the Shiga and Michigan governments, the 15 public universities in Michigan formed a consortium for the express purpose of administering JCMU and governing its academic programs.
- C. Shiga Prefecture provides the grounds and academic and residence facilities located in Hikone, Shiga Prefecture (collectively, the "Center") for use by JCMU.
- D. In 2003, SU entered into a student exchange agreement with JCMU, which was renewed in 2008.
- E. The purpose of the exchange agreement was, and continues to be, to enhance the educational experiences and the cultural understandings of students and faculty from SU and each of the Consortium Universities by allowing Exchange Students to take classes, but not study for a degree, at the Host Institution.
- F. This Agreement restates and replaces the previous exchange agreements between SU and JCMU, and provides a mechanism whereby JCMU Students may participate in coursework at SU in exchange for SU students studying at the campuses of Consortium Universities.

In contemplation of the relationship described in the Recitals and for other valuable consideration, the Parties agree as follows:

AGREEMENT

1. Defined Terms.

a. As used in this Agreement, the following terms have the meanings set forth below or in the Sections referred to below:

"Academic Semester" means, as applicable, the JCMU Academic Semester or the SU Academic Semester.

"Academic Year" means, as applicable, the JCMU Academic Year or the SU Academic Year.

"Administrative and Fiscal Agent" means Michigan State University, in its capacity as administrative and fiscal agent for JCMU.

"Center" has the meaning set forth in the Recitals.

"Consortium Universities" means Central Michigan University, Eastern Michigan University, Ferris State University, Grand Valley State University, Lake Superior State University, Michigan State University, Michigan Technological University, Northern Michigan University, Oakland University, Saginaw Valley State University, University of Michigan Ann Arbor, University of Michigan Dearborn, University of Michigan Flint, Wayne State University and Western Michigan University.

"Exchange Student" means, as applicable, a JCMU Student or SU Student participating in the Program.

"Home Institution" means the institution in which a student is formally enrolled as a degree candidate.

"Host Institution" means the institution that has agreed to receive a student from the Home Institution or JCMU for a period of study on a non-degree basis.

"JCMU" means Japan Center for Michigan Universities, which is administered by the Consortium Universities through the Administrative and Fiscal Agent.

"JCMU Academic Semester" means, as applicable, the fall semester (September through December), the spring semester (January through April or May), or the summer semester (June through August).

"JCMU Academic Year" means the academic year commencing in August or September and ending in April or May of the following year.

"JCMU Student" means, as applicable, (i) a student whose Home Institution is one of the JCMU Universities or (ii) a student who is participating in the Program as a guest student through Michigan State University's Lifelong Education program.

"JCMU Universities" means the Consortium Universities, institutions that have executed an affiliate member MOU with JCMU, and institutions that have executed a cooperative member MOU with JCMU.

"Party(ies)" means JCMU and/or SU.

"Program" means the student exchange program between SU and JCMU, as administered by JCMU on behalf of the Consortium Universities through the Administrative and Fiscal Agent.

"SU" means Shiga University.

"SU Academic Semester" means, as applicable, the spring semester (April through September) or the fall semester (October through March).

"SU Academic Year" means the academic year beginning in April and ending March of the following year.

"SU Student" means a student whose Home Institution is SU.

b. The meanings given to terms defined herein are equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.

2. Term, Renewal, and Termination.

- a. This Agreement shall take effect as of September 1, 2013 and shall terminate on August 31, 2018.
- b. This Agreement may be renewed for additional 5-year periods by written agreement of both Parties.
- c. Either Party may terminate this Agreement by written notice submitted at least 90 days in advance of the next applicable Academic Semester of the terminating Party. For purposes of this section, the JCMU Academic Semester shall be based on the academic calendar of the Administrative and Fiscal Agent.
- d. In the event of termination, and notwithstanding the effective date of the termination, each Host Institution shall permit any Exchange Students at the Host Institution to complete the current Academic Semester at the Host Institution under the conditions set forth in this Agreement.

3. Program Purpose.

- a. The purpose of the Program is to enhance the educational experiences and the cultural understanding of students and faculty from SU and the JCMU Universities by allowing Exchange Students to take classes, but not study for a degree, at the Host Institution.
- b. JCMU Students shall take classes at JCMU and live in the residence facility at the Center or housing that is not located at the Center but is approved by JCMU. JCMU Students will take a core 10-credit Japanese language program at the Center and will typically take one course per semester at SU. The language of instruction at SU is mainly Japanese, but SU will offer JCMU Students the opportunity to take courses

taught in English as the language of instruction on the SU campus in Hikone on a space available basis.

- c. SU students shall take classes as full-time (which, for the purposes of this Agreement, shall be 12 credits per semester), non-degree students at a Consortium University. The language of instruction at the Consortium Universities is English. SU Students may, at the applicable Host Institution's discretion, also have access to various other academic opportunities including (for illustrative purposes only): (i) taking more than 12 credits per semester; (ii) taking classes during the Host Institution's summer semester; (iii) taking English as a second language courses; or (iv) participating in the Host Institution's study abroad program or other special academic programs.

4. Program Administration.

- a. JCMU, through the Administrative and Fiscal Agent, will administer the Program on behalf of the Consortium Universities.
- b. During the term of this Agreement, the Consortium Universities, through JCMU, will exchange with SU a group of students on a credit-hour for credit-hour basis.
- c. The aggregate number of credit hours taken by JCMU Students in SU courses will be the metric of exchange for SU Students to undertake study as Exchange Students at Consortium Universities, and the aggregate number of credit hours taken by SU students at Consortium Universities will be the metric of exchange for JCMU Students to undertake study as Exchange Students at SU.

<p>An example of how the credit exchange would work: Sixteen JCMU Students undertake one three credit-hour course at SU for one semester, which equals 48 total credit hours at SU. In return, two SU Students could each undertake a 12 credit-hour program of study for two semesters at a Consortium University, which equals 48 total credit hours at the Consortium Universities.</p>
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- d. The number of credit hours exchanged will be reviewed annually by the Administrative and Fiscal Agent. Every effort will be made to maintain an evenly balanced exchange from year to year between JCMU and SU. It is recognized, however, that circumstances may occasionally preclude an equivalent exchange of credit hours between SU and JCMU in a particular year. If credit hour imbalances occur, they will be carried forward to the following JCMU Academic Year, with the expectation that participation adjustments will be made in that JCMU Academic Year to eliminate any such imbalances. Imbalances existing at the end of this Agreement will be carried forward into any subsequent agreement.
- e. To prevent an inequitable distribution of SU Students to any one Consortium University, JCMU will guide the SU Students in their selection of a Consortium University so that, over the term of this Agreement, SU Students will be relatively

evenly distributed as Exchange Students among the participating Consortium Universities.

- f. Academic achievement reports for JCMU Students will be sent by SU to JCMU at the conclusion of each SU Academic Semester, not later than six weeks after the last day of final examinations. JCMU will forward such reports to the Exchange Students' Home Institutions.
- g. SU Students will be responsible for requesting a transcript from their Host Institution and providing such transcript to SU. SU Students may be asked to pay a fee to the Host Institution for this transcript.
- h. The Host Institution may require the withdrawal of any Exchange Student whose academic standing or conduct warrants such action. If an Exchange Student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the applicable Academic Year, the Host Institution's credits will not be reduced for purposes of calculating the exchange described in section 4.c. There will be no replacement or substitution for Exchange Students who do not complete the Academic Year or the applicable portion thereof, for any reason.

5. Exchange Student Selection.

- a. Each prospective Exchange Student is responsible for obtaining the approval of his or her Home Institution prior to participating in the Program.
- b. Prospective Exchange Students will be screened for Program eligibility by their respective Home Institutions and the prospective Host Institution and will be subject to the academic requirements of the Host Institution.
- c. Except as otherwise determined by the Parties, and subject to applicable limitations on Host Institution class size and Home Institution approval required by Section 5.a., all students attending JCMU will be eligible to attend classes at SU. If the number of JCMU Students that desire to attend classes at SU exceeds the number of spots available at SU, JCMU shall determine the priority for taking SU classes among JCMU Students.
- d. SU Students for the Program will be drawn from SU, except as otherwise determined by the Parties.
- e. Consortium Universities may require prospective Exchange Students to provide information regarding how their participation will serve the cross-cultural and educational objectives of the Program. In providing such information, the prospective Exchange Students will be encouraged to discuss their own academic, social, family, work or other experiences that will enhance the cross-cultural and educational objectives of the Program.
- f. SU may refuse to accept any JCMU Student for whom it cannot find a suitable program in which the language of instruction will be English.

- g. A Consortium University will have final authority to accept any SU Student, and may refuse to accept any SU Student who does not meet the TOEFL requirements and other general academic requirements of the Consortium University.
- h. The Host Institution shall have final authority to determine the classes or academic programs in which any Exchange Student may participate at the Host Institution.
- i. SU and the JCMU Universities intend that courses passed at the Host Institution be accepted for credit toward the degree at the Exchange Student's Home Institution, but the Home Institution retains final authority to grant such credit to its Exchange Students. The Home Institution will provide academic advising to its Exchange Students in selecting academic courses to be taken at the Host Institution that will be accepted for credit toward a degree at the Home Institution.

6. Standards Applicable to Exchange Students.

- a. Exchange Students shall be subject to the standard academic rules, regulations and enrollment and program constraints of the Host Institution in the selection of courses, including language proficiency requirements.
- b. Exchange Students shall be subject to, and abide by, all current, applicable academic and non-academic policies of the Host Institution. SU and the applicable Consortium University shall make such policies available to the Exchange Students and their Home Institutions.

7. Tuition, Fees, Expenses and Health Insurance.

- a. Exchange Students shall register at their Home Institutions and pay all academic fees and tuition to their Home Institutions.
- b. Exchange Students shall be exempt from paying tuition, entrance fees, examination fees, matriculation fees and similar fees at the Host Institution.
- c. The Home Institution will not be responsible for its Exchange Students' costs of room, board, travel, or other personal expenses (including books) at their Host Institution(s). The Exchange Student shall pay these costs directly.
- d. SU Students will be personally responsible for purchasing any health/medical insurance required by the Host Institution for the time period covering the SU Students' participation in the Program. Each Consortium University will inform its incoming SU Students of its health/medical insurance requirements and will assist its incoming SU Students in identifying available health/medical insurance options.
- e. JCMU will purchase and provide health/medical insurance for the JCMU Students.
- f. In the event the Host Institution pays the cost of immediately necessary emergency services on behalf of an Exchange Student, the Home Institution will consider reimbursing the Host Institution for such expenditures. Both the Home Institution and Host Institution will cooperate, if necessary, in obtaining repayment for such expenditures from the Exchange Student or the Exchange Student's insurance.

- g. Other than the expense reimbursements contemplated by Section 7.f., no payments arising from the Program will be exchanged between the Home Institutions and the Host Institutions.

8. Miscellaneous.

- a. The relationship between SU and JCMU under this Agreement shall be that of independent contractors.
- b. SU and JCMU shall not be deemed, nor shall either hold itself out as being, the partner or agent of the other Party.
- c. Neither JCMU nor SU shall be liable for the acts of the other, nor shall they be liable for the acts of the Exchange Students.
- d. JCMU, the Consortium Universities and SU subscribe to a policy of equal opportunity and will not discriminate on the basis of religion, race, color, national origin, age, sex, height, weight, familial status or marital status.
- e. The Agreement may be revised, modified or amended only by the written agreement of SU and JCMU. A Consortium University shall be deemed a third party beneficiary of this Agreement upon its approval of this Agreement; nothing else in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the parties hereto. No party to this Agreement may subcontract, assign or transfer this Agreement without the prior written consent of the other parties hereto.
- f. Notice parties:

For JCMU:

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Each Party may change its primary contact from time to time at its sole discretion, but shall provide prompt notice to the other Party of the change in contact information.

- g. Before allowing any of its students to participate in the Program, each JCMU University shall approve and agree to the terms and conditions of this Agreement in writing. If a JCMU University does not provide such approval, JCMU and SU shall not

be obligated to allow any student enrolled at the non-ratifying JCMU University to participate in the Program.

h. As delegated by the presidents of the Consortium Universities, the Administrative and Fiscal Agent has authority to sign this Agreement on behalf of JCMU.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Japan Center for Michigan Universities


Shiga University

 10-22-14
Lou Anna K. Simon Date

 May 26, 2014
Takamitsu Sawa Date

President, Michigan State University, in its capacity as Administrative and Fiscal Agent for JCMU

President, Shiga University

 10-31-14
Steven Hanson Date

Interim Dean,

International Studies & Programs

Michigan State University, in its capacity as Administrative and Fiscal Agent for JCMU

OFFICE OF THE
GENERAL COUNSEL

NLS

APPROVED AS TO FORM

DATE 10-20-14