

This Memorandum of Understanding (hereinafter referred to as "MOU") is made on the 1st day of January 2018 (the "Effective Date") between:

- (i) YAMAGUCHI PREFECTURAL UNIVERSITY, a public university, consists of the following 3 faculties: Intercultural Studies, Social Welfare, Nursing and Human Nutrition, with its registered address at 3-2-1, Sakurabatake, Yamaguchi-city, Yamaguchi, Japan

and

- (ii) SINGAPORE POLYTECHNIC, a statutorily incorporated educational institution, established pursuant to the Singapore Polytechnic Act, Cap. 303, acting through its school of Communication, Arts & Social Sciences, with its registered address at 500 Dover Road, Singapore 139651.

The understanding between the above parties, collectively referred to as the "Parties" and individually as a "Party", are as follows: -

## 1. SCOPE & OBJECTIVES

- a. The Parties aim to organize activities in order to study, develop and execute possibilities of continuous and reciprocal educational and scientific collaboration in the field of research and higher education in the areas of Social Sciences and Arts.
- b. In order to study and develop the possibilities of cooperation, both Parties shall explore possibilities for realization of academic staff, researcher and students mobility between the Parties. The disciplines and numbers of students and staff to be included in the exchange will be defined separately. Both Parties shall also commit to seeking additional funding for efforts mentioned in this MOU.
- c. Each Party agrees to welcome visiting members and personnel from the other Party. Neither Party is obliged to provide direct financial support for such visitors. However, each agrees to assist in the accommodation arrangements when feasible, moderate social programs, and provide office space, library privileges and other normal assistance. Reciprocity of academic staff exchange is to be respected. If visiting faculty are invited to teach for short periods, their salary will be paid by their home institution.
- d. In the case of student exchange, students will pay tuition fees to their home institution. In return, the host institution shall waive tuition fees. Students are required to cover their daily living expenses and incidental payments associated with classes to be taken, such as books, materials and any other

administration and registration fees. Travel arrangements, expenses, and the acquisition of all necessary residential permits, mandatory health insurance, etc. are the responsibility of each exchange student. However, both Parties shall assist all exchange students in their applications, residence permits, seeking housing and the like.

- e. Both Parties in this MOU will pursue and explore possibilities in order to organize and broaden dialogue on scientific problems and methods, studies in common fields and research by means of continuous contact. Both Parties will also explore the possibilities of organizing international scientific conferences, research and teaching programs, excursions, exhibitions and publications.
- f. Details of the implementation of any particular initiative resulting from this MOU shall be negotiated between the two Parties as each specific case arises. Both Parties understand that financial arrangements will have to be negotiated and will depend on the availability of funds.
- g. The Parties are convinced that their cooperation is beneficial for the promotion of mutual understanding between Singapore and Japan, and that this cooperation increases the knowledge and exchange of both traditions and cultures. Furthermore, it promotes internationalization at both institutions.

## 2. COSTS AND EXPENSES

Each Party shall bear its own costs and other out-of-pocket expenses in relation to the execution of this MOU and such other documents and agreements in relation hereto.

## 3. TERM AND TERMINATION

- a. This MOU shall be effective from the date above written for an initial period of five (5) years from the Effective Date, with an option to extend for further periods of five (5) years at a time, subject to mutual written agreement between both Parties.
- b. This MOU may be terminated at any time by either Party, by giving to the other Party at least six (6) months' prior written notice of the intention to terminate.
- c. Unless the Parties agree in writing, the termination of this MOU shall not affect any agreement entered into pursuant to this MOU.

## 4. SURVIVAL OF CLAUSES

The provisions in Clauses 5 and 6 shall survive the expiry or termination of this MOU howsoever caused.



## 5. CONFIDENTIALITY

- a. The Parties agree that the Party in receipt of Confidential Information (as hereinafter defined) ("Receiving Party") from the other Party ("Disclosing Party") must not, without the Disclosing Party's prior written consent, use or disclose the Disclosing Party's Confidential Information except for (i) the purposes of this MOU; and/or (ii) audit and/or compliance purposes, and shall only disclose the Confidential Information to its affiliates, employees, officers, directors, auditors, legal or professional advisors, staff or students ("Authorised Representatives") who have a need to know the same for (i) the purposes of this MOU; and/or (ii) for audit and/or compliance purposes. The Receiving Party shall not disclose the Confidential Information to any third party except for any third party Authorised Representatives as provided herein, and shall procure that its Authorised Representatives comply with the duties of confidentiality herein.
- b. "Confidential Information" refers to all confidential and/or proprietary information disclosed pursuant to or for the purposes of this MOU, except for any information which:
  - i. was publicly available prior to the date of disclosure under this MOU or becomes publicly available thereafter through no wrongful act or omission on the Receiving Party's part;
  - ii. was known to the Receiving Party prior to the date of disclosure under this MOU or becomes known to the Receiving Party thereafter, without restriction as to use or disclosure, from a third party having an apparent bona fide right to disclose the information, as evidenced by written records;
  - iii. is independently developed by the Receiving Party, as evidenced by written records;
  - iv. is disclosed with the Disclosing Party's prior written consent; or
  - v. the Receiving Party is obliged by law, court order or authorised government authorities to disclose, provided that the Disclosing Party is, where practicable, given advance written notice of such requirement of disclosure.
- c. The obligation of confidentiality under this Clause 5 shall survive the termination of this MOU by a period of two (2) years.

## 6. INTELLECTUAL PROPERTY

All existing intellectual property rights shall remain the exclusive property of the Party owning or disclosing the same. Where intellectual property is jointly developed

by the Parties, such intellectual property shall be co-owned by the Parties in shares apportioned in accordance with the respective inventive contribution of each Party. No Party shall grant any licence to co-owned intellectual property without the express written consent of the other Party.

## **7. NO PARTNERSHIP OR AGENCY**

Nothing in this MOU shall constitute or be construed as establishing a partnership or agency between the Parties for any purpose whatsoever and no Party shall have any authority to act for or assume any obligation or responsibility of any kind, express or implied, on behalf of the other Party or bind or commit the other Party to any purpose in any way whatsoever.

## **8. NON-EXCLUSIVITY**

This MOU does not restrict either Party from entering into separate or similar arrangements, agreements or contracts with any other party or parties provided that such collaboration or activities are not inconsistent with and will not put such Party in a position of conflict with anything contained in this MOU.

## **9. GOVERNING LAW AND JURISDICTION**

- a. Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- b. The seat of the arbitration shall be Singapore.
- c. The law of this arbitration clause shall be the laws of the Republic of Singapore.
- d. The Tribunal shall consist of one arbitrator.
- e. The language of the arbitration shall be English.

## **10. LIMITATION OF LIABILITY**

In no event shall either Party, whether as a breach of contract, tort or otherwise, have any liability under this MOU to the other Party for any loss of profit, business, reputation, contracts, revenues or anticipated savings, or for any indirect, special, incidental or consequential damages.

## **11. AMENDMENT OR VARIATION**

This MOU may only be varied or amended by a document signed by or on behalf of each Party.


## **12. NON-BINDING**

Save for Clauses 2 to 13, this MOU is a non-binding expression of the understanding of the Parties and is not intended to create any binding legal relationship between the Parties.

## **13. GOVERNING LANGUAGE**


This MOU is written in English and Japanese, and in the event of inconsistency, the English version shall prevail.


IN WITNESS WHEREOF, this MOU has been entered into on the date stated at the beginning.

SIGNED by  )  
Name: Dr. Thomas Chai Min Sen )  
Designation: Senior Director )  
Communications, Maths & Science Cluster )

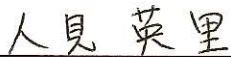
For and behalf of )  
)  
**SINGAPORE POLYTECHNIC** acting through the )  
School of Communication, Arts & Social )  
Sciences )

In the presence of:

  
Name: Ms. Lim Lee Yee  
Designation: Director  
School of Communication, Arts and Social  
Sciences

SIGNED by  )  
Name: Mr. Yuji Nagasaka )  
Designation: President )  
)  
For and behalf of )  
)  
**YAMAGUCHI PREFECTURAL UNIVERSITY** )

In the presence of:

  
Name: Ms. Emi Hitomi  
Designation: Director  
Center for the Advancement of Higher  
Education