

**ACADEMIC EXCHANGE AGREEMENT**  
**FOR A RECIPROCAL STUDENT EXCHANGE AGREEMENT BETWEEN**  
**THE UNIVERSITY OF WEST FLORIDA**  
**AND**  
**YAMAGUCHI PREFECTURAL UNIVERSITY**

This Reciprocal Student Exchange Agreement ("Agreement") is made and entered into by and between the University of West Florida Board of Trustees, located in Pensacola, Florida, for the benefit of its Office of International Affairs, ("UWF"), and Yamaguchi-city, Yamaguchi, located in Yamaguchi-city, Yamaguchi, ("YPU"). UWF and YPU wish to enter into a student exchange program between the two institutions. They agree to the following:

**A. PURPOSE**

The purpose of this Agreement is to make possible the exchange of students between the two universities on a continuing basis within the laws, rules, and regulations of each respective institution, their governing boards, and their state and national governing bodies.

**B. DEFINITIONS**

In this Agreement, unless the context otherwise implies, the following terms have the definitions indicated:

1. "Academic year" shall mean a combination of fall, spring, and summer terms.
2. "Exchange" shall mean an exchange of a special number or ratio of students from each university as defined herein.
3. "Exchange Student" shall mean the students participating in the Exchange implemented herein.
4. "Full-time Student" at UWF shall mean a student who is enrolled for no fewer than 12 and no more than 18 credit hours of course work or its equivalent per fall or spring academic semester or term for undergraduate level students, and no fewer than 9 and no more than 16 credit hours of course work or its equivalent per fall or spring academic semester or term for graduate level students. For YPU, a full-time student shall mean a student who has paid tuition in full for the period specified.
5. "Home Institution" shall mean the university at which the student is enrolled full-time and intends to graduate.
6. "Host Institution" shall mean the university that has agreed to receive the Exchange Student from the Home Institution.

**C. RECIPROCITY OF THE EXCHANGE**

The basis for continuation of the Exchange will rest with the principle of reciprocity. An Exchange will be based on the number of Full-time Students participating in the Exchange on a semester or term basis and the following guidelines:

1. UWF and YPU agree to an Exchange maximum of no more than eight (8) students (eight semester placements, four annual placements, or a combination thereof) during one Academic year, or as otherwise specified in writing in Attachment C. The maximum may be exceeded only if agreed to in writing by both parties. Students are expected to study one term at the Host Institution, although two terms are permitted with prior approval. Fall term at UWF runs from late August to mid-December, spring term from early January to late April, and summer term from mid-May to mid-August. Each institution may accept the maximum number of students per Academic year, regardless of how many students that institution sends. Any increase in the number of students participating in the Exchange in any given year, however, must be balanced equally. Both institutions commit to endeavor to balance the Exchange over the period of the term of this Agreement. In the final year of the Agreement, the balance of student activity will be reviewed in making a decision to either renew or terminate the Agreement.
2. UWF and YPU agree to provide tuition and related service-fee exemptions even though the Exchange may not be balanced in some years.
3. In order to maintain the reciprocity of balances, it is understood that both UWF and YPU will give priority to students matriculated at their respective institutions. Such students must meet all guidelines of UWF and YPU respectively as well as all the rules and regulations related to tuition and related reciprocity issues. Said students will be considered transient Full-time Students of UWF for those nominated by UWF and YPU for those nominated by YPU respectively.
4. The parties acknowledge and agree that UWF is subject to—and many student records and other personally identifiable information regarding students (“education records”) are protected by—the U.S. Family Educational Rights and Privacy Act (“FERPA”), and its implementing regulations. Other privacy laws may also be applicable, including but not limited to the European Union General Data Protection Regulation (“GDPR”). Student education records and personally identifiable information are considered confidential and must be protected. For purposes of this Agreement, UWF hereby designates YPU as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the student's records is required by YPU to carry out the programs described in this Agreement. YPU shall not use such information for any purpose other than in performance of this Agreement and shall not disclose or share such information with any third party without notice to UWF and with the student's prior written consent. The parties further acknowledge and agree that both parties shall comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such education records.

5. YPU will comply with laws of Japan pertaining to privacy and protection of personal information during the term of the Agreement. YPU will ensure that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with federal, state, and applicable international privacy laws. Laws governing the YPU and its obligations related to this Agreement for the privacy and protection of personal information are listed in Attachment B. YPU will indicate on Attachment B of any laws with which YPU's country requires UWF to comply.
6. The parties will cooperate fully with the other's reasonable requests for assistance with compliance with relevant privacy and data protection laws.

#### **D. SELECTION OF PARTICIPANTS**

The Home Institution will screen and select applicants from its university for the Exchange. Historically, applications for summer term students are due no later than February 1, for fall term students no later than April 1, and for spring term students no later than October 15. These deadlines may be revised by written notice to the other party. Each group of applications may include a prioritized list of alternate applicants who may be substituted in the event that primary applicants are unable to attend. The Host Institution reserves the right of making the final judgments on the acceptance of each student nominated for the Exchange. Acceptance decisions will depend mainly on recommendations by the Home Institution. The following guidelines apply to all Exchange Students:

1. The Exchange Student must meet any language requirement set forth by the Host Institution. All Exchange Students will have good communication skills in English.
2. YPU students may apply to any academic program offered at UWF as a full-time, non-degree, or unclassified student at the undergraduate, graduate, or professional level as determined by the Host Institution. The Host Institution reserves the right to exclude the student from restricted enrollment programs. Availability of any specific course is not guaranteed. Exchange Students must meet any course prerequisites set by the academic unit offering the course.
3. UWF students may apply to YPU as a full-time, non-degree, or unclassified student at the undergraduate, graduate, or professional level as determined by the Host Institution. The Host Institution reserves the right to exclude the student from restricted enrollment programs. Availability of any specific course is not guaranteed. Exchange Students must meet any course prerequisites set by the academic unit offering the course.
4. In order to participate in the Exchange, students must meet Home Institution criteria. Additionally, it is required that the Exchange Student must have completed at least one year of continuous study at a post-secondary institution before participating in the Exchange.

5. During an Exchange Student's first semester at the Host Institution, the student may request that the Host Institution allow the student to study at the Host Institution for an additional semester. The Exchange Student should make this request in writing in the first semester so that visa requirements and other documentation can be reviewed and arranged as appropriate. Any extension must be approved in writing first by the Home Institution, then by the Host Institution. Upon completion of an Academic year study period at the Host Institution, the Exchange Student must return to the Home Institution. Alternatively, if students elect to remain at the Host Institution for an additional year of study, they will no longer be considered Exchange Students, and tuition and fees will not be exempted (see item 6 below). Any modification or change of stay must be approved in writing by both institutions.
6. Participation in the Exchange program does not qualify the participant for automatic admission to Host Institution degree programs. All participants seeking to remain at the Host Institution beyond the period of the Exchange must comply with all appropriate admissions and visa requirements.
7. The Exchange Students must abide by all rules and regulations of the Host Institution. In the case of UWF Exchange Students, the UWF Student Code of Conduct applies to all participants while studying abroad during the Exchange.
8. Upon enrolling in the Exchange, UWF and YPU students must grant permission to their Host Institution to send a transcript of subjects, credits, and grades to their Home Institution at the end of each term. The means of obtaining approval from students will be arranged by the Host Institution.

#### **E. RESPONSIBILITIES OF UWF**

UWF agrees to accept the prescribed number of Exchange Students, to enroll them as Full-time Students, and to provide tuition and fee exemption as provided for by UWF and applicable regulations. UWF will provide appropriate academic counseling and advising of Exchange Students, assistance in locating housing, and other program-related assistance as normally available to UWF students. Upon written consent of the student and so long as the student's account is paid in full, at the end of each term UWF will send an official transcript for each student studying at UWF to YPU. If UWF becomes aware of any emergency situation involving any Exchange Students attending UWF, UWF further agrees to notify YPU.

#### **F. RESPONSIBILITIES OF YPU**

YPU agrees to comply with the following guidelines and requirements:

1. YPU agrees to accept the prescribed number of UWF Exchange Students, to enroll them as Full-time Students, and to provide each student with a waiver of tuition and fees according to the rules and regulations of YPU. YPU will provide appropriate academic counseling and advising of Exchange Students, assistance in locating housing, and other program-related assistance as normally available to YPU students.

2. YPU agrees to complete and annually update the contact information in Attachment A. YPU further agrees to notify UWF of any emergency situations involving UWF Exchange Students.
3. In the event that UWF students at YPU receive a stipend, scholarships, or other sources of funding, YPU agrees to notify UWF of the nature, amount, and dates of such funding in order that UWF may comply with state, federal, and student Home Institution guidelines pertinent to the particular student.
4. Upon request, YPU will inform UWF of UWF students' enrollment status and will promptly inform UWF if any UWF student withdraws or reduces the number of credits attempted. Such notice will be in writing and include pertinent dates. At the end of each term, YPU will send an official transcript of subjects and grades to UWF.
5. YPU further agrees to immediately notify UWF in writing of any changes in the academic status of the UWF student.

#### **G. VISAS, FINANCES, AND OTHER SERVICES**

All Exchange Students must register and pay tuition and other required fees at their Home Institutions. Each Host Institution will provide tuition and related fee waiver or exemption for the Exchange Student as provided by local rules and regulations and comply with the following guidelines:

1. Each institution will provide to the other institution information regarding visa eligibility and application procedures for entry into the respective countries.
2. Each Host Institution will provide appropriate information about national or local health or health insurance requirements. All participants will be required to comply with Host Institution health requirements.
3. All participating Exchange Students will be responsible for the following:
  - a. Transportation to and from the Host Institution;
  - b. Housing expenses;
  - c. Medical insurance and student health services fees;
  - d. Textbooks and other related educational supplies;
  - e. Specialized administrative/service fees (not associated with tuition) such as laboratory fees, equipment rental fees, visa/immigration registration fees, institutional administrative fees, etc.;
  - f. Clothing, living expenses, and other personal expenses;
  - g. Passport and visa costs; and
  - h. All other debts incurred during the course of the Exchange.

4. YPU agrees to notify UWF of any pertinent fee refund policies. UWF student refunds resulting from withdrawal from the Exchange will be determined according to UWF refund and repayment policy. YPU agrees to notify UWF in writing of any refunds to UWF students of Exchange related fees.
5. Each institution will provide to the other institution student budget and Academic year calendar information on an annual basis.
6. Students at each institution must provide documentation showing adequate financial support for the relevant period of study.

#### **H. ADDITIONAL GUIDELINES**

1. **Liability:** Each party assumes any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from, or attributable to, the negligent acts or omissions of that party and its officers, employees and other agents while acting within the course and scope of their employment or agency. Nothing contained in this Agreement shall be construed or interpreted as denying UWF or other state entity any remedy or defense available under the laws of the State of Florida; the consent of UWF to be sued; or a waiver of sovereign immunity of UWF beyond the waiver provided in section 768.28, Florida Statutes. YPU agrees to defend, indemnify and hold harmless UWF from and against any claim, loss, cost and/or expense arising from YPU's performance under this Agreement.
2. **Public Records:** The parties acknowledge that UWF is subject to Florida's Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Parties agree to allow public access to all records, documents, papers, letters or other material subject to the provision of the Florida Public Records law and made or received in conjunction with this Agreement. Refusal to allow such public access will be grounds for immediate cancellation of this Agreement by UWF.  
**IF YPU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO YPU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT:** The Office of General Counsel: (850) 474-3420, gcfrontdesk@uwf.edu, Building 10, 11000 University Parkway, Pensacola, FL 32514.
3. **Nondiscrimination:** Neither party shall discriminate or allow harassment based upon the following protected classes: age, color, disability, gender, gender identity, sex, sexual orientation, marital status, national origin, race, religion, or veteran status. Each party shall comply with all applicable federal, state, local, and international laws, rules, regulations, and ordinances concerning nondiscrimination and harassment.
4. **Availability of Funds:** The obligations of both parties hereunder are subject to the availability of funds.

5. Compliance with Applicable Law: Each party shall be responsible for assuring full compliance by its participants with applicable laws, regulations, and insurance requirements of the respective nations.
6. Use of Name: YPU may use the name of UWF for the sole purpose of advertising the Exchange to YPU students during the term of this Agreement. UWF may use the name of YPU for the sole purpose of advertising the Exchange to the UWF students. Neither party's use of the other institution's name shall imply any endorsement or sponsorship of the other institution. All written materials used to advertise the programs shall be provided to the other institution for review prior to publishing.
7. Governing Law: This Agreement and any disputes hereunder shall be construed in accordance with the laws of the State of Florida and the regulations and policies of UWF, and any provision herein in conflict therewith shall be void and of no effect. Any disputes involving the Agreement shall be enforced in the courts of the State of Florida. YPU and UWF hereby agree that venue shall be in Escambia County, Florida. YPU agrees that service of process may be perfected by service on a person present in the United States consistent with Florida law or service by mail through a recognized national or international courier.
8. No Coerced Labor or Services. If YPU is not a governmental entity under Section 287.138(1), Florida Statutes, YPU agrees that, prior to this Agreement being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing UWF with an affidavit signed by an officer or representative of YPU under penalty of perjury attesting that YPU does not use coercion for labor or services, as those terms are defined in that Section 787.06.
9. Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear explosion, earthquake, hurricane, tornado, pandemic, epidemic, or any other catastrophic natural event or act of God.
10. Independent Contractor: Nothing herein is intended or shall be construed to establish any partnership, or joint venture between the parties. Neither party shall have the power to bind the other party or contract in the name of the other party.
11. Severability: If any provision in this Agreement is ineffective or void, it shall not affect the remaining provisions. Upon prior agreement, the parties hereto shall replace the ineffective or void provision with a lawful provision that reflects the purpose of the ineffective or void provision. The parties shall similarly add a necessary appropriate provision where such a provision is missing upon agreement of the parties.
12. Assignment: YPU shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of UWF, which may be withheld in its absolute discretion.

13. Counterparts/Facsimiles: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such constitute one agreement. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Furthermore, the parties agree that facsimile or electronic signatures shall have the same force as an original signature.
14. Entire Agreement: This Agreement constitutes the entire agreement between the parties.
15. Amendments: No addition, modification, or amendment hereto shall be effective unless in writing and executed by the parties hereto.

#### **I. ADMINISTRATION OF THE AGREEMENT**

Correspondence regarding the administrative and academic management of this Agreement shall be in writing and delivered by recognized or international courier (for which evidence of delivery is obtained by the sender), by hand delivery, or by appropriate electronic means addressed to the contact information listed in Attachment A. Notification of changes in the contact information shall be made in writing.

#### **J. COMMENCEMENT, DURATION, AND TERMINATION OF AGREEMENT**

1. Term: This Agreement will commence upon the last date of signature and remain in force for a period of three years from the date of last signature. Any renewals or extensions of time to this Agreement shall be in writing and signed by the authorized representatives of each institution.
2. Termination: This Agreement may be terminated by either party by giving 60 days' notice in writing to the other party; however, students already admitted to and participating in the Exchange must be allowed to complete the Exchange.

#### **K. INSTITUTIONAL APPROVAL SIGNATURES**

This Agreement is not binding upon the State of Florida, Florida Board of Governors, or UWF until it has been signed by the President of UWF or by a person with a specific delegation of authority to sign on the President's behalf.

[Signatures follow.]




University of West Florida Board of Trustees

Yamaguchi Prefectural University:

  
Dr. Martha Saunders

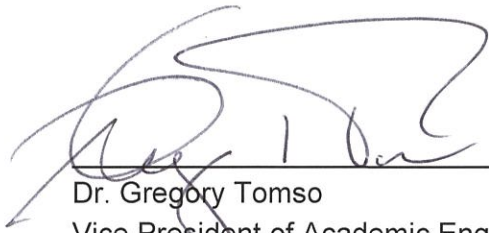
President


Date: \_\_\_\_\_

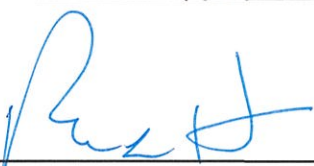
  
Makiko Tanaka

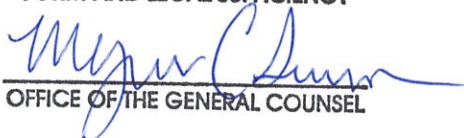
President

Date: 02/17/2025

  
Dr. Gregory Tomso  
Vice President of Academic Engagement  
and Student Affairs  
Date: 01/08/2025

  
Amy Wilson  
Director, Global Center  
Date: 02/17/2025

  
Rachel Hendrix  
Executive Director, International Affairs  
Date: 01/08/2025

APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY  
  
OFFICE OF THE GENERAL COUNSEL

## ATTACHMENT A

### ADMINISTRATION OF PROGRAM

**UWF** – Administrative and academic management of the Exchange are under the direct responsibility of the Director of International Affairs. Correspondence regarding these matters should be directed to:

<b>UWF Administrative Management</b>	<b>UWF Academic Management</b>
Rachel Hendrix Executive Director International Affairs Building 71 11000 University Parkway University of West Florida Pensacola, Florida, 32514 Phone: 850-474-2479 Fax: 850-474-2915 E-mail: <a href="mailto:rhendrix@uwf.edu">rhendrix@uwf.edu</a>	Rachel Hendrix Executive Director International Affairs Building 71 11000 University Parkway University of West Florida Pensacola, Florida 32514 Phone: 850-474-2479 Fax: 850-474-2915 E-mail: <a href="mailto:rhendrix@uwf.edu">rhendrix@uwf.edu</a>

**YPU** – For purposes of day-to-day management of the program, nomination of participants and other administrative activities, the following shall serve as the administrative management contact. For purposes of academic aspects of the program, including student applications, the following shall serve as the academic management contact. Correspondence regarding these matters should be directed to:

	<b>YPU Administrative Management</b>	<b>YPU Academic Management</b>
<i>Name:</i>	Amy Wilson	Amy Wilson
<i>Title:</i>	Director	Director
<i>Department/University:</i>	Global Center	Global Center
<i>Address:</i>	6-2-1, Sakura-batake	6-2-1, Sakura-batake
<i>Address:</i>	Yamaguchi-city	Yamaguchi-city
<i>City/State/Postal Code:</i>	Yamaguchi, #753-8502	Yamaguchi, #753-8502
<i>Country:</i>	JAPAN	JAPAN
<i>Phone:</i>	+81-83-929-6505	+81-83-929-6505
<i>Fax:</i>	+81-83-929-6510	+81-83-929-6510
<i>E-mail:</i>	<a href="mailto:kokusaika@yp4.yamaguchi.pu.ac.jp">kokusaika@yp4.yamaguchi.pu.ac.jp</a>	<a href="mailto:kokusaika@yp4.yamaguchi.pu.ac.jp">kokusaika@yp4.yamaguchi.pu.ac.jp</a>
<i>Website:</i>	<a href="http://www.ypu.jp/">http://www.ypu.jp/</a>	<a href="http://www.ypu.jp/">http://www.ypu.jp/</a>

## **ATTACHMENT B**

### **YPU'S PRIVACY AND PROTECTION OF PERSONAL DATA LAWS**

Laws governing YPU's obligations related to the privacy and protection of personal information are listed below, and UWF must abide by those marked with an asterisk (\*):

\*The Act on the Protection of Personal Information issued by the Cabinet Secretary of Japan

## **ATTACHMENT C RECIPROCAL EXCHANGE ALTERNATIVES**

As an alternative to a mutual exchange of students studying long term at the host institution, if agreed in writing in advance, UWF can send 10 students to YPU for a 10-day Culture and Language Program in the Spring Semester of each year. UWF participants must pay for transportation to and from Yamaguchi City, as well as meals and fees not covered in the program.

In exchange, YPU can send 2 students to UWF for one academic year on a tuition-waived basis as provided for by UWF's applicable regulations. YPU students are expected to pay for transportation (including airfare to and from Japan), housing, meals, living expenses, insurance and any school fees that are not covered by tuition.

UWF must send a list of participants by January 31<sup>st</sup> for the coming academic year's program in May. YPU will send a list of candidates for long-term exchange by March 1<sup>st</sup> for the academic year starting in August of the year.