Memorandum of Agreement

Between

The University of Wisconsin River Falls
A public institution of higher education
Represented by its Chancellor, Dean Van Galen
Through the Office of International Education
102 Hagestad Hall
River Falls, Wi 54022
Hereafter referred to as “University”

And

Fukuoka Foreign Language College
A private institution of language education
Represented by its president, Hitoshi Iwamoto
Through English Department
1-8-27 Maidashi Higashi-ku
Fukuoka-shi, Japan 8120054
Hereafter referred to as “FFLC”

With this Memorandum of Agreement (“Agreement”), effective March 1, 2019, the University and Fukuoka Foreign Language College agree to continue and renew their cultural and educational exchange through joint activities as listed in this Agreement and subsequent Schedules.

I. **Contact Information**: The contact information below indicates the person(s) responsible for the Agreement and its corresponding activities.
   a. **University of Wisconsin River Falls**
      i. Office of International Education
         102 Hagestad Hall

Memorandum of Agreement
University of Wisconsin River Falls
Fukuoka Foreign Language College
ATT: Dr. Heidi Soneson
Email: heidi.soneson@uwrf.edu
Phone: 715-425-4882
Fax: 715-425-0693

b. Fukuoka Foreign Language College
   i. English Department
      ATT: Yuka Nishikawa
      Email: y.nishikawa@f-seikei.ac.jp
      Phone: 81-92-631-0147
      Fax: 81-92-642-4619

II. Responsibilities:
   a. The University and FFLC will each identify a person or persons responsible for
      liaison during the course of the affiliation. The appointment of liaisons shall be
      subject to mutual approval of all parties.

   b. The persons responsible for the liaison will jointly consult and plan for the
      following activities, as and whenever mutually agreeable to both parties:

      i. Student exchange
      ii. Faculty and staff exchange
      iii. Joint program initiatives
      iv. Joint research activities
      v. Joint degree cooperation
      vi. Additional collaboration activities, as designated

III. Liability Insurance and Indemnity: Both parties agree to indemnify and hold the other
    harmless from any claims or causes of action arising from, related to, or connected
    with the performance of this contract by either party, their agents or employees.

IV. Terms of Agreement

   a. The Agreement shall be effective as shown above and shall remain in effect for
      five (5) years, ending 2023-2024, unless terminated earlier.

   b. Both parties shall have the option to terminate this Agreement without cause
      upon at least six (6) months’ written notice to either party, and provided that
      any students enrolled in the program(s) at the time when the notice of
      termination is given shall be permitted to finish their course of study.
      Termination shall be without penalty. If this Agreement is terminated, neither
      party shall be liable to the other for any monetary or other losses that may
      result other than program fees and/or late fees that may not have been paid at
      the time.

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University of Wisconsin River Falls
Fukuoka Foreign Language College
c. Neither the University nor FFLC shall discriminate on the basis of race, religion, creed, color, sex, national origin, age, marital status, public assistance status, veteran status, or sexual orientation in relation to this Agreement.

d. Neither the University nor FFLC shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party.

e. The University and FFLC agree to cooperate in good faith to mitigate delays or failures to perform with the goal of achieving, to the extent possible, the objectives of this Agreement.

f. This Agreement supersedes all other Affiliation Agreements relating to the subject matter of this Agreement.

g. It is agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs, except as expressly provided in this Agreement.

V. Schedules and Amendments: Subject to the written authorization by appropriate representatives of the University and FFLC, Schedules and Amendments to this Agreement may be attached and added. These schedules will follow the procedures of approval proper to each party. It is the intent of the parties that Schedules may be developed to facilitate execution of the goals of the Agreement. Amendments, if any, may be developed to amend the principal terms and conditions of this Agreement. Each Schedule and Amendment shall be in writing and executed by an authorized representative of each of the parties. To the extent that any such Schedule or Amendment is not properly executed by persons authorized to do so and to the extent that it conflicts or contradicts the terms herein, it shall be considered null and void.
VI. Copies: Two (2) copies of the Agreement shall be signed by authorized representatives from each institution, and each institution shall keep one (1) fully signed copy.

The authorized representatives hereto execute this Agreement as follows:

**Fukuoka Foreign Language College**

By:  
Name: Toru Takeshita  
Title: Vice Principal  
Date: Feb. 5, 2019

By:  
Name: Yutaka Yamamoto  
Title: General Manager  
Date: Feb. 5, 2019

By:  
Name: Hitoshi Iwamoto  
Title: President/Principal  
Date: Feb. 5, 2019

**The University of Wisconsin River Falls**

By:  
Name: Heidi M. Soneson  
Title: Assistant Vice Chancellor  
Date: 3/11/19

By:  
Name: David Travis  
Title: Provost  
Date:  

By:  
Name: Dean Van Galen  
Title: Chancellor  
Date: 3/15/19