

**MEMORANDUM OF AGREEMENT
BETWEEN
UNIVERSITY OF HAWAII KAPI'OLANI COMMUNITY COLLEGE
AND
NIKKEI EDUCATION GROUP**

This Memorandum of Agreement (hereafter "Agreement") is entered into between the University of Hawai'i Kapi'olani Community College (hereinafter "Kapi'olani") and Nikkei Education Group (hereinafter "Nikkei"). Kapi'olani and Nikkei shall sometimes be collectively referred to as the "Parties."

The purpose of this Agreement shall be to establish an affiliation between ~~Kapi'olani and Nikkei to provide a study abroad/exchange program, (hereinafter "study abroad")~~ for Nikkei students studying at Kapi'olani, an American institution located in the State of Hawai'i, with an emphasis on the further development of English proficiency levels and, likewise, for Kapi'olani students to study at Nikkei with an emphasis on the further development of Japanese language and cultural understanding and skills.

It is therefore agreed that this Agreement shall set forth the terms and conditions which will govern the study abroad program between the Parties.

Kapi'olani and Nikkei agree to the following:

1. This Agreement incorporates commitments mutually agreed upon by Kapi'olani and Nikkei.
2. Under this Agreement, Kapi'olani and Nikkei designate each other as an approved setting for study abroad. Both Kapi'olani and Nikkei shall commit themselves to cooperatively provide study abroad programs for the students.
3. There shall be no financial obligation by or to Kapi'olani or Nikkei.
4. The study abroad will cover a period of either one or two semesters in the student's chosen academic field at Kapi'olani or Nikkei.
5. Each party agrees to comply with and be separately responsible for compliance with all laws which may be applicable to their respective activities under this program. Each party will support mutually-agreed-upon policies that govern students at the host institution. Both parties agree to comply with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, sex, age, disability or national origin.
6. Each party shall, on reasonable request, permit inspection of its facility, its services, student records, and other such items pertaining to this program.

7. This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than Nikkei and Kapi'olani. Without limiting the generality of the foregoing, no rights are intended to be created to any student, parent or guardian of any student, or employer or prospective employer of any student.
8. Each party may request to withdraw a student from the study abroad, including any student whose performance is unsatisfactory, whose personal characteristics prevent effective professional relationships within the program, or who violates the applicable policies of the host institution. Pursuant to this paragraph, both parties may temporarily relieve a student or require that a student leave the host institution pending a final determination of the student's future status by the Parties.
9. Except to the extent required by law or by order of a court or government agency, each party shall treat all student background information, whether provided by each party or the student, as confidential material. All records provided shall remain property of the host institution and shall be returned following the completion of the student's study abroad.
10. Each party shall indemnify, defend, and hold harmless the other institution, its officers, agents, employees or any person acting on its behalf from and against:
 - a. Any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of the party, its officers, employees, agents, subcontractors or any person acting on its behalf in the performance of this agreement; and
 - b. All claims, suits, and damages by whomsoever brought, by reason of the non-observance or non-performance by the party, its officers, employees, agents subcontractors, or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances, and laws of the federal, state, or the municipal or county governments. Furthermore, the party shall reimburse the other institution, its officers, employees, agents, or any person acting on their behalf for all attorneys' fees, costs, and expenses incurred in connection with the defense of such claims. This provision shall survive termination or expiration of this Agreement.
11. Each party shall designate one or more supervisors (hereinafter "Supervisors") who shall be responsible for the study abroad. The Supervisors will maintain contact with the liaisons to assure mutual participation in and surveillance of the program. Any changes, including changes in personnel, shall be notified immediately.

The office of contact of Kapi'olani is:

Paul S. Honda International Center (HIC)
University of Hawai'i Kapi'olani Community College
4303 Diamond Head Road, Honolulu HI 96816, U.S.A.
Phone: +1 (808) 734-9312
Fax: +1 (808) 734-9454
Email: tmiyaki@hawaii.edu

- Takashi Brandon Miyaki,
- International Student Admissions & enrollment management

The office of contact of Nikkei is:

Nikkei Education Group
Address 1-1-53 Asato Naha City, Okinawa
902-0067, JAPAN
Phone: 098-866-9611
Fax: 098-867-9040
Email: goya@n-nikkei.ac.jp

- Tomokazu Goya
- General Manager

Responsibilities of Nikkei:

1. Nikkei shall recruit and identify Nikkei students who desire to study at Kapi'olani. Nikkei shall review all applications for study abroad and conduct interviews, as necessary, of applicants. Nikkei shall make the selection of the student(s) for the study abroad. Kapi'olani has the right to make the final decision on accepting students.
2. Nikkei will ensure that all Nikkei students meet the English proficiency requirements set by Kapi'olani to enroll in programs at Kapi'olani. Kapi'olani requires a minimum English proficiency score of 650 or higher on the TOEIC exam or Grade 2A by the EIKEN to enroll in Kapi'olani's credit programs. Enrollment in the non-credit ESOL program (Intensive English – ESOL 197) requires 430 to 649 on the TOEIC exam or Grade Pre-2 to Grade 2 by the EIKEN.
3. Nikkei shall provide Kapi'olani with the name of each student in the study abroad and any other relevant information on the Nikkei students in order to process applications by issuing an I-20 for F-1 visa purposes and to support the education of the student with Kapi'olani.

4. Nikkei students are responsible for full-time non-resident tuition at Kapi'olani, plus housing, food, and all other costs associated with studying in Hawai'i and at Kapi'olani.
5. Nikkei students are required to purchase health insurance coverage for the full period of the study abroad.
6. Nikkei shall provide Kapi'olani with all rules, regulations, procedures, policies, and information necessary and applicable to the Kapi'olani students' experience with Nikkei.
7. Nikkei shall provide orientation for Kapi'olani students beginning the study abroad, and assist the Kapi'olani students in enrolling in their desired academic courses at Nikkei.
8. Nikkei shall provide Kapi'olani students with, or aid them in finding, a suitable accommodation. However, Nikkei is not obliged to provide housing.
9. Nikkei will maintain records on each student's performance to provide an evaluation to Kapi'olani.

Responsibilities of Kapi'olani

1. Kapi'olani shall recruit and identify Kapi'olani students who desire to study at Nikkei. Kapi'olani shall review all applications for the study abroad and conduct interviews, as necessary, of applicants. Kapi'olani shall make the selection of the Kapi'olani student(s) for the study abroad. Nikkei has the right to make the final decision on accepting students.
2. Nikkei does not require Japanese language proficiency for Kapi'olani students to enroll in the Japan Studies program at Nikkei. To enroll in other programs at Nikkei, Kapi'olani will consult with Nikkei to develop and confirm the program plan for the Kapi'olani students (Japanese Language Proficiency Test result may be required).
3. Kapi'olani shall provide Nikkei with the name of each student in the study abroad and any other relevant information on the Kapi'olani student in order to process the application by issuing necessary documents for visa purposes. Kapi'olani shall support the education of the student with Nikkei.
4. Kapi'olani students are required to purchase health insurance coverage for the full period of the study abroad.

5. Kapi'olani shall provide Nikkei with all rules, regulations, procedures, policies, and information necessary and applicable to the Nikkei students' experience with Kapi'olani.
6. Kapi'olani shall aid Nikkei students in finding a suitable accommodation, however, Kapi'olani is not obliged to provide housing.
7. Kapi'olani will grant course credits to Nikkei student upon successful completion of the course requirements. These credits will also be reviewed by Nikkei faculty/staff for a possible credit transfer back to Nikkei

Miscellaneous Terms

1. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties. Each party is responsible only for its own conduct.
2. Nothing shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other, in carrying out this memorandum.
3. This memorandum will be in force for five years, subject to revision or modification by mutual consent. Each party may terminate the agreement at any time, although such action would be taken only after mutual consultation in order to avoid any possible inconvenience to both parties. Furthermore, if up until a period of one month prior to the maturity of this document, neither party demonstrates a wish to in any way alter the conditions stipulated in the document, then the document will automatically remain valid for the following five-year period.
4. This memorandum shall become effective when the representatives of both parties have affixed their signatures to the agreement.

University of Hawai'i
Kapi'olani Community College

Nikkei Educational Group



Leon Richards
Chancellor



Eishin Shimabukuro
CEO

10 November 2015
Date

11/10/2015
Date