

Academic Agreement
**Between Graduate School of Japanese Applied Linguistics/
Center for Japanese Language, Waseda University**
and
Faculty of Education, Khon Kaen University

Graduate School of Japanese Applied Linguistics (hereinafter "Waseda GSJAL")/ Center for Japanese Language, Waseda University (hereinafter "Waseda CJL") and Faculty of Education, Khon Kaen University (hereinafter "ED-KKU") do hereby agree to establish the following cooperative Academic Agreement (hereinafter "Agreement") in the fields of education.

Chapter 1: Japanese Teaching Practice by Waseda GSJAL students and their study/research

1. Eligibility of participating student

Participating student must be Waseda GSJAL degree-seeking student who has completed at least one semester of study.

2. Number of participating student

Waseda GSJAL will endeavor to send one student per year.

3. Selection of participating student

Participating student will be selected by Waseda GSJAL on the basis of academic merit and suitability for the expected roles at ED-KKU. The name and details of the student shall be submitted to ED-KKU beforehand for approval.

4. Duration of the participating student's stay at ED-KKU

The duration of the participating student's stay at ED-KKU shall be up to one semester.

5. Participating student's roles and activities at ED-KKU and its relevant educational units

Participating student will engage in Japanese teaching practice, as part of their Master's program curriculum in order to enhance their understanding and insights toward Japanese teaching practice at overseas institutions, examples of which include

- a) Teaching Japanese-related courses (including team-teaching with local faculty members and Teaching Assistant)
- b) Making teaching materials (including its assisting)
- c) Overseeing, coordinating and advising of extracurricular activities such as Japanese clubs
- d) Marking exams, quiz, and reports (including its assisting)
- e) Interpreting and translation regarding Japanese language education

Outline of the expected roles and activities shall be notified from ED-KKU to Waseda GSJAL in time for the participating student's recruitment. Their further details shall be discussed and

determined between the participating student and ED-KKU on an individual basis.

6. Remuneration for participating student

Remuneration for the roles and activities assigned to the participating student will be discussed individually between the participating student and ED-KKU.

7. Participating student's course participation and research work

ED-KKU shall make every reasonable effort to assist participating student to take courses during his/her stay as well as in engaging in his/her research work according to his/her study and research plan. In the case that the participating student will take courses at ED-KKU, relevant fees, if any, shall be borne by the participating student.

8. Coordination of the participating students' stay at ED-KKU

ED-KKU will appoint a coordinator from their faculty or staff in order to ensure a smooth preparation and operation for the participating student's activities and life in general.

9. Visa and housing arrangements

ED-KKU shall make every reasonable effort to assist participating student to obtain an appropriate visa for his/her stay and in finding suitable accommodation. The payment of visa application, accommodation, medical insurance and subsistence costs shall be the responsibility of the participating student and neither institution shall be held liable for such charges. Participating student must satisfy ED-KKU that he/she has adequate funds for transportation between ED-KKU and Japan, accommodation, tuition fees (if any), and for subsistence during his/her stay in accordance with the visa application guidelines.

Chapter 2: Enrollment in the Japanese Language Program at Waseda CJL by ED-KKU students

1. Eligibility of participating student

Participating students must be ED-KKU students on recommendation of ED-KKU with a grade point average of 2.5 or better out of 4.0 GPA scale. Students must have at least one (1) year of Japanese learning history at educational institutions.

2. Number of participating students

ED-KKU may send up to 3 students for each admission (April/September).

3. Selection of participating students

Participating students will be selected by ED-KKU on the basis of academic merit and suitability for study at Waseda CJL. The designated application documents shall be submitted to Waseda CJL beforehand. Applicants will be screened by Waseda CJL's prescribed way and procedure. Waseda CJL reserves the right to accept or reject any applicant.

4. Duration of the participating students' stay at Waseda CJL

The duration of the participating students' stay at Waseda CJL shall be one semester or two semesters.

5. Participating students' status, rights and privileges

Participating students shall be enrolled as non-degree students at Waseda CJL with credit which can be transferred back to ED-KKU. Unless otherwise stated, Waseda CJL shall give ED-KKU students the rights and privileges enjoyed by all students of Waseda University.

6. Participating student's course participation and fees

Waseda CJL shall provide ED-KKU students with the rights to participate in any courses or programs that are arranged for Japanese Language Program students at Waseda CJL. The screening fee, tuition and other fees shall be borne by the participating students themselves.

7. Coordination of the participating students' stay at Waseda CJL

Waseda CJL Office shall be responsible for the administration of the in-coming ED-KKU students. Waseda CJL Office shall help ED-KKU students enjoy a better learning/life environment.

8. Visa and housing arrangements

Waseda shall make every reasonable effort to assist participating students to obtain an appropriate visa for their stay and in finding suitable accommodation. The payment of visa application, accommodation, medical insurance and subsistence costs shall be the responsibility of the participating students and neither institution shall be held liable for such charges. Participating students must satisfy Waseda CJL that they have adequate funds for transportation between Japan and Thailand, accommodation, tuition fees, and for subsistence during their stay.

Chapter 3: General articles

1. Compliance (Rules and regulations)

Participating students shall be subject to the rules and regulations of the host institution and country, and home institution shall advise from time to time regarding compliance thereof.

2. Intellectual Property

In order to preserve the integrity of intellectual property, as well as to ensure its proper administration and application arising as a result of the Agreement, both Waseda GSJAL, Waseda CJL and ED-KKU agree to cooperate to achieve the most mutually beneficial solution for both Parties. When necessary, separate agreements shall be established for each item of intellectual property identified. Both Parties shall endeavor to resolve any matters related to intellectual property amicably and in a constructive manner.

3. Protection of Personal Information

Based on the Agreement, both Waseda GSJAL, Waseda CJL, and ED-KKU agree not to divulge or expose any personal information obtained through the performance of the Agreement to any third party except in the cases where (i) the prior written consent of the relevant person is obtained; (ii) the laws and regulations allow or compel the disclosure of the relevant information; (iii) it is necessary for the protection of the life, body or property of a certain individual; or (iv) a competent authority requests disclosure of the relevant information. This provision shall survive after the termination of this Agreement.

4. Confidentiality Agreement

The Parties hereto shall be obligated to keep strictly confidential any information which was specified as confidential and disclosed by either Party to the other in the form of documents, information, and goods, whether given orally, in writing, by electronic media or any other means. The Parties shall not use any confidential information for any purpose other than that of this Agreement. The Parties hereto shall neither divulge nor expose such to any third party without the prior consent of the other Party. In the event a Party discloses the above-described documentation and information, etc., to the other Party in a form other than in writing, it shall notify the other Party of the fact within seven (7) days following the disclosure.

II. Notwithstanding the preceding paragraph, the Party receiving such information shall not be under the confidentiality obligations provided for in the preceding paragraph if such information was:

- (1) Already in the possession of the Party receiving it at the time of disclosure by the other Party;
or,
- (2) Publicly known at the time of disclosure by the other Party; or,
- (3) Released into the public domain after disclosure through no fault of the Party receiving it; or
- (4) Properly obtained from a third party acting with the authorization or consent of the Party disclosing it, without bearing confidentiality obligations.

III. The provisions of the preceding two paragraphs shall survive any expiration or termination of this Agreement.

5. Liability

During the performance of the Agreement, when either Party is responsible for losses and damages inflicted on or suffered by the other Party, the Party responsible shall compensate the other Party for actual losses and damages (not including indirect damage or consequential loss or damage) suffered.

6. Force majeure

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance

beyond its reasonable control, including without limitation, government policy decision, government action, riot, armed conflict, epidemic, pandemic, extremes of weather or events of nature, unavailability of normal means of transport, or other acts of God.

7. Matters for Discussion

Circumstances and matters which are not addressed in any of the Articles of the Agreement shall be decided upon on each occasion through discussions by both Parties.

8. Notice

Any notice including, but not limited to, change, report, termination, offer, or approval made in relation to this Agreement shall be made to the address designated by each Party in writing (including e-mail).

II. The above notice shall be effective upon actual receipt. E-mail shall be effective as notice hereunder if confirmation of receipt is made through reply e-mail. However, e-mail shall not be available in respect to modification, termination, or assignment of the Agreement.

9. Good Faith Principle

This Agreement is concluded on equal terms between the Parties, and the Parties shall fulfill in good faith their obligations assumed under this Agreement.

10. Period of Validity

This Agreement shall be effective from the date of signature for three years. It may be extended for a further period as agreed in writing by the parties. Any students who have already been selected or enrolled in this program at the time this agreement is revised or terminated will be permitted to complete the designated duration of the students' stay.

11. Amendments to, Termination of, and Assignment of the Agreement

The Agreement shall not be amended or terminated without agreement of both Waseda GSJAL, Waseda CJL, and ED-KKU.

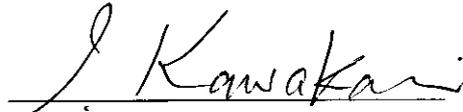
II. The parties shall not transfer, cause any third party to assume, nor create a security interest on the whole or part of the right and obligations arising from the Agreement.

12. Jurisdiction

Any and all disputes arising in connection with this Agreement or any agreement, memorandum or any other form of arrangement (either oral or written) executed hereunder shall be resolved through arbitration in accordance with the Arbitration Rules of the Japan Commercial Arbitration Association. The seat of arbitration shall be Tokyo, Japan. The award of the arbitration shall be final and binding upon the Parties.

This Agreement shall be documented in written form using two original copies, each signed by both

Waseda GSJAL, Waseda CJL and ED-KKU, and affixed with the official seals of the signatory representatives. Each Party shall keep a signed original.



Signature

Prof. Dr. Ikuo Kawakami

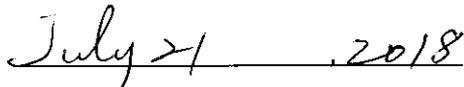
Dean

Graduate School of Japanese Applied Linguistics

Waseda University

8F, 1-21-1 Nishi-Waseda, Shinjuku-ku,

Tokyo 169-0051



Date (Month Day, Year):



Signature

Assoc.Prof. Maitree Inprasitha, Ph.D.

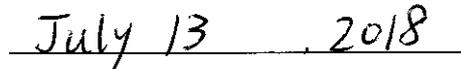
Dean

Faculty of Education

Khon Kaen University

123 Moo16 Mittapap Rd., Nai-Muang,

Muang District, Khon Kaen 40002



Date (Month Day, Year):



Signature

Prof. Dr. Yoko Tateoka

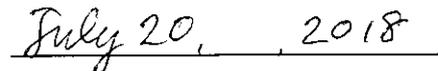
Director

Center for Japanese Language

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1-7-14 Nishi-Waseda, Shinjuku-ku,

Tokyo 169-8050



Date (Month Day, Year):