MASTER AFFILIATION AGREEMENT

WASEDA UNIVERSITY

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF ITS LOS ANGELES CAMPUS

ARTICLE 1. Recitals

1.1 WHEREAS, Waseda University (Waseda) and the Regents of the University of California acting on behalf of its Los Angeles campus and its International Institute ("UCLA"), wish to establish a framework to enable the parties to pursue mutually beneficial academic and research collaborations; and

1.2 WHEREAS, Waseda University and UCLA wish to establish a framework to implement academic exchange for graduate students and for faculty under Waseda University’s and/or University of California’s exchange program, including without limitation exchanges for purposes of research training of qualified graduate students and postdoctoral scholars.

NOW, THEREFORE, the parties agree to the foregoing Recitals, and as follows:

ARTICLE 2. Parties

This Master Affiliation Agreement ("MAA") is entered into by and between the Regents of the University of California, acting on behalf of its Los Angeles campus ("UCLA"), located at 405 Hilgard Avenue, Los Angeles, California 90095, USA and Waseda University, located at 1-104 Totsukamachi, Shinjuku-ku, Tokyo, 169-8050, JAPAN. Both are non-profit educational institutions.

ARTICLE 3. Scope of the MAA

This MAA establishes general terms and conditions, which are intended to govern current and future research projects and other forms of collaboration ("Collaboration") as described in specific written implementing agreements ("Implementing Agreements"). This MAA shall not obligate any party to implement any specific program or commit to any expenditure of funds. Nothing in this MAA limits Waseda University or UCLA from exchanging services, products, advanced technologies or research with other parties, or entering into agreements with other parties for any purpose.
ARTICLE 4. Implementing Agreements, Costs and Resources

4.1 Unless captured in this MAA, the implementation of any specific Collaboration will occur only when an Implementing Agreement is signed by both parties, describing the type of Collaboration to be performed. Each Implementing Agreement will include the schedule for performance, and any security, or other requirements that are specific to the particular collaboration. Such Implementing Agreements, depending upon the nature and scope of each undertaking, may take the form of amendments to this MAA, or may be entered into as freestanding agreements; any Implementing Agreements must be executed by the appropriately delegated representatives of the parties to this MAA, as listed in Article 20, in order to be effective.

4.2 Unless specifically stated in an Implementing Agreement, each party shall bear its own costs and expenses incurred by it in connection with this MAA, or in connection with any programs or activities the parties may undertake pursuant to any Implementing Agreement.

ARTICLE 5. Modes of Collaboration

5.1 Modes of collaboration may include the exchange of faculty, graduate students, and scholarly publications; the organization of joint colloquia, symposia, workshops, seminars and conferences, the development of joint research projects, publications, and pedagogical materials.

5.2 All disciplines within the field of Humanities and Social Sciences represented at the two universities may be involved in the exchange activities.

5.3 It is acknowledged that this agreement furthers the important relationship between Waseda University and UCLA, which is sustained through the support of the “Tadashi Yanai Initiative for Globalizing Japanese Humanities”.

ARTICLE 6. Exchange Activities

Exchange activities in Southern California will be coordinated in the Department of Asian Languages and Cultures. Exchange activities in Japan will be coordinated in the Faculty of Literatures, Arts and Sciences.

6.1 Faculty Exchange Both universities agree to facilitate the Waseda-UCLA exchange that allows for faculty from either university to visit and to teach for an academic term. To the extent funds are available, the host institution may pay salary during the time of the visit. The number of faculty that will be exchanged is up to two per year in either direction, but seen as open to exception through review by the Department Chairs of Asian Languages and Cultures, UCLA and Faculty of Literatures, Arts and Sciences, Waseda.

Where appropriate and consistent with each other’s policies and procedures (including faculty appointment procedures), and pursuant to terms and conditions set forth in a separate written letter of agreement signed by both Parties, Waseda and UCLA will offer visiting faculty appointments to those qualified Waseda and UCLA faculty members who are visiting the other’s site(s) in connection with the activities under this Collaboration. All appointments will be
consistent with applicable policies of the Parties, including without limitation UCLA's Academic Personnel Manual Section 25 & its implementation in THE UCLA CALL, Appendix 19.

Appointments considered a part of this Collaboration may only be offered with written approval by the visiting faculty member's Dean and the Chair of Asian Languages and Cultures.

6.2 Period of Visit. The visiting faculty appointment will have a beginning date and ending date (herein "Termination Date") and will be subject to renewal only by mutual agreement of the Parties.

Both parties take upon themselves to try to provide housing that is at reasonable distance to the university for the visiting faculty who are teaching at the host university. The visiting faculty or host university is responsible for their housing payment.

Visiting faculty members will arrange to continue health insurance coverage through their home university or arrange for such coverage through the host institution in accordance with the practices prevailing there.

6.3 Graduate Student Exchange. Both parties agree to facilitate student exchange. The exchange of students will be undertaken on the basis of prevailing university regulations, including consideration of the students' academic qualifications, as well as competence in English and Japanese. The number of students that will be exchanged is up to two per year, but seen as open to exception through review by the Department Chairs of both Asian Languages and Cultures, UCLA and Faculty of Literatures, Arts and Sciences, Waseda.

At UCLA, Waseda graduate students will come as Visiting Graduate Researchers (VGR), who will conduct research and may attend class but are not enrolled for university credit. The Waseda graduate student may be paired and assisted by a UCLA graduate student.

While the VGR is responsible for housing payments, the host university will make reasonable efforts to assist in finding adequate university housing. At UCLA the Tadashi Yanai Initiative will provide housing support for up to two Waseda student visitors each year. At Waseda the Tadashi Yanai Initiative will provide housing support for up to two UCLA student visitors each year.

A faculty mentor will be identified at the host university, who will assist the exchange student with orientation and provide academic advice.

**ARTICLE 7. Selection and Approval**

Each institution will screen exchange student applicants in a manner consistent with its respective procedures and recommend the most suitable student applicants to the other institution. In the case of students visiting UCLA recommendations should be submitted at least three months prior to the exchange student’s arrival on campus through the UCLA Graduate Division Visiting Graduate Research portal. In the case of students visiting Waseda recommendations should be submitted at least three months prior to the exchange student’s arrival on campus.
Recommendations must include the name of the intended exchange student, a proposed course of study. Final acceptance of student applicants will be made by the host institution. The topic for research and study for each applicant must be approved in advance by each institution. The host institution will seek to facilitate the placement of the exchange student with an appropriate mentor.

ARTICLE 8. Publication, Confidential Information and Intellectual Property

8.1 Waseda and UCLA agree to provide to one another a copy of any publication in which either party might have an interest that is a first publication of research results that is a part of the Collaboration.

8.2 Acknowledgement. In all activities, publications and/or seminar presentations jointly undertaken or pursuant to the Collaboration, both Waseda and UCLA must be acknowledged, provided that both parties have materially contributed to the activity, publication and/or seminar presentation at issue. Such acknowledgement may include but will not be limited to display in equal prominence of the full names and symbols and/or logos of both parties on all materials. Similarly, the faculty and employees from each party who have been involved in activities resulting in publication shall be acknowledged according to the conventions for attribution of academic or research contribution.

8.3 Confidential Information. The parties agree not to disclose information that is marked confidential ("Confidential Information") except on a need to know basis to persons subject to confidentiality obligations (or with the consent of the disclosing partner for Confidential Information); not to use the Confidential Information except for purposes contemplated by this MAA; and to use their reasonable efforts to prevent disclosure of Confidential Information to third parties. Any Confidential Information exchanged shall be clearly marked as such. If the exchange is oral, the Confidential Information must be reduced to writing within thirty (30) days of disclosure by the disclosing party and provided to both parties. These obligations of nondisclosure and nonuse do not apply to any Confidential Information that, to the extent that a party can demonstrate by reliable written evidence (i) was generally available to the public at the time of disclosure to the party; (ii) was already in possession of the party at the time of the disclosure, other than pursuant to confidential disclosure agreement between the parties and not due to any unauthorized act by the party; (iii) was developed by the party prior to the disclosure; or (iv) the party is required by law to disclose, in which case the receiving party will notify the disclosing party and take reasonable steps to further limit disclosure, if available.

8.4 Disclosure, Inventorship and Ownership. All intellectual property used in connection with any collaborative activity shall remain the property of the party introducing such intellectual property. For newly created intellectual property, all intellectual property assignment of ownership shall be consistent with the policies and procedures of the involved universities, subject to requirements of applicable law. Waseda and UCLA shall promptly disclose to each other, in the form of a written, confidential invention disclosure, any potentially patentable discoveries or inventions conceived and reduced to practice during the course of and under the Collaboration. Inventorship shall be determined according to the patent laws of the country in which a patent application is filed. Each party shall own its sole inventions. Each party shall own a prorated interest in joint inventions and patent applications and patents filed to claim such joint
inventions, and management and licensing of such joint inventions shall take place as required by Article 8.5.

8.5 Management. If Waseda and UCLA are determined (according to the patent laws of the country in which a patent application is filed) to be joint inventors on a patent application, those parties will then sign a written inter-institutional agreement that will stipulate the process of securing intellectual property rights to protect potentially patentable, or copyrights, inventions, and determine how expenses and revenue will be shared for the joint invention or joint copyright, and which party will take the lead in patenting and commercializing the joint invention or joint copyright. The lead party will keep the other party informed and involved in decision-making regarding the patenting and commercialization activities of the joint invention. If agreed to by the Parties, joint inventions may be licensed to the Parties, funders and the public under a mutually acceptable license.

8.6 Reservation of Rights. Waseda and UCLA reserve their respective rights to use joint inventions (conceived and reduced to practice during the course of and under the Collaboration by both Waseda and UCLA inventors) for educational and research purposes, both within the Collaboration and in institutional activities not related to the Collaboration.

ARTICLE 9. Use of Name and Marketing

9.1 Neither university will use the name or marks of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the written approval of the other party to this Agreement.

9.2 Neither Waseda nor UCLA shall advertise or use any of each other’s faculty members’ names in any marketing materials without prior written consent.

ARTICLE 10. Indemnification and Mutual Assistance In Defense Of Any Claims

10.1 Indemnification by Waseda. Waseda shall defend, indemnify and hold UCLA, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this MAA, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent or wrongful acts or omissions of Waseda, its faculty, officers, employees, or agents.

10.2 Indemnification by UCLA. UCLA shall defend, indemnify and hold Waseda, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this MAA, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent or wrongful acts or omissions of UCLA, its faculty, officers, employees, or agents.

10.3 In the event of any litigation or other claims brought by third parties against Waseda, UCLA or their respective students, scholars, employees or faculty that relates to the Collaboration, Waseda and UCLA shall use their best efforts to assist one another in the defense of such
litigation or claims, including promptly assisting one another in the investigation of any facts or the identification of any witnesses as may be needed for such defense.

ARTICLE 11. Insurance

11.1 Waseda and UCLA shall each maintain, in a manner compatible with their local practices, funds or policies of insurance to cover their respective activities in connection with the collaboration. Throughout the term of the MAA, each Party will maintain its usual and customary insurance or self-insurance for its own employees who are visiting the other’s site(s) in connection with the activities under this Collaboration.

11.2 Waseda will require that its students, scholars and faculty members engaged in activities at UCLA in connection with the Collaboration maintain medical insurance that meets UCLA’s minimum insurance requirements.

11.3 UCLA will require that its students, scholars and faculty members engaged in activities at Waseda in connection with the Collaboration maintain medical insurance that meets Waseda’s minimum insurance requirements.

ARTICLE 12. Human and Animal Subjects in Research Projects

Waseda and UCLA agree that adequate safeguards shall be taken whenever using human or animal subjects in research, consistent with applicable laws and policies regarding the use of human and animal subjects, including an institutional review committee, research ethics board, or animal care and use committee composed of members with varying backgrounds who will perform a complete and adequate review of projects involving the use of such subjects. Informed consent shall be obtained in accordance with national laws and regulations, international research standards, and accepted guidelines on good research practices and ethics. Waseda and UCLA will assist one another in obtaining any necessary government approvals or permissions for any research that is related to the Collaboration, and each party shall, to the extent necessary for the legal conduct of such projects, comply with the laws and regulations of the other party’s country.

ARTICLE 13. Audit

Waseda and UCLA each reserve the right, upon written request, to examine and/or audit any and all records and documents relating to Collaborations under this MAA, consistent with applicable laws and policies and/or procedures.

ARTICLE 14. Disputes

If any dispute arises under this MAA, the university representatives identified in Article 20, and other senior representatives of the two universities as appropriate, will discuss in good faith and attempt to resolve the disputed matter.
ARTICLE 15. Review and Amendments

This MAA may be reviewed and/or amended from time to time if the two universities agree in writing. All such mutual agreements shall be Amendments to this MAA, and must be executed by the appropriately delegated representatives of the parties to this MAA, as listed in Article 20, in order to be effective.

ARTICLE 16. Duration of the Affiliation

This MAA, once signed by all the parties hereto, will be effective as of the date reflected on the last page hereof ("Effective Date"), and will be valid for a period of five years from that date (subject to the rights of termination set out below), but may be renewed for a further period in writing and on terms to be agreed by the parties.

ARTICLE 17. Termination

Any party may terminate this MAA for any reason by giving at least ninety (90) calendar days notice in writing to the other parties, provided that the parties shall cooperate to ensure that programs then in place are terminated in a manner that appropriately protects the rights and security of employees and students affiliated with the parties, and in a manner that is not likely to cause harm to third parties, and provided that the parties consult (in the manner contemplated in Article 14, above) at the time that notice of termination is served on the non-terminating party. Sections 4, 8, 9, 10, 11, and 13 shall survive termination of this MAA.

ARTICLE 18. Entire Agreement

This MAA embodies the entire understanding and agreement between the parties with respect to the subject matter contained herein. No amendment, changes to or waivers or termination of this MAA shall be effective unless made in writing and signed and delivered by authorized representatives of the parties, as designated herein.

ARTICLE 19. Status of the Parties

19.1 Both parties shall be independent contractors; this Agreement shall not create a partnership, joint venture or cost-sharing arrangement. Waseda shall be solely responsible for paying or withholding all relevant taxes arising from the compensation paid to its UCLA faculty members and/or employees in connection with services provided under this Collaboration. UCLA shall be solely responsible for paying or withholding all relevant taxes arising from the compensation paid to its faculty members and/or employees in connection with services provided under this Collaboration.

19.2 Waseda shall be solely responsible for all other governmental requirements applicable to Waseda and its employees arising out of their employment relationship, and for all requirements applicable to Waseda and its students and scholars arising out of their educational relationship. UCLA shall be solely responsible for all other governmental requirements applicable to UCLA and its employees arising out of their employment relationship, and for all requirements applicable to UCLA and its students and scholars arising out of their educational relationship.
19.3 Waseda’s students, scholars, employees, faculty members and staff shall have no claim under this MAA, or otherwise, against UCLA for workers’ compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee or faculty member or student rights or benefits, all of which shall be, to the extent applicable, the sole responsibility of Waseda.

19.4 UCLA students, scholars, employees, faculty members and staff shall have no claim under this MAA, or otherwise, against Waseda University for workers’ compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee or faculty member or student rights or benefits, all of which shall be, to the extent applicable, the sole responsibility of UCLA.

ARTICLE 20. Points of Contact

Correspondence concerning this MAA shall be directed to the following representatives, or their successors identified in writing by the respective party:

FOR UCLA:
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And,
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FOR Waseda University:
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IN WITNESS WHEREOF, the parties do hereby execute this MAA, effective as of the Effective Date set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA.

Kathryn A. Atchison  
Vice Provost, New Collaborative Initiatives

C. Cindy Fan  
Vice Provost for International Studies and Global Engagement

WASEDA UNIVERSITY

Kaoru Kamata  
President

Oct. 7, 2015  
Oct. 19, 2015