Memorandum of Agreement on Academic Exchanges between

St. Luke's International University, Japan and

- 1. Sam Ratulangi University, Republic of Indonesia,
- 2. Minahasa Regency Government, Republic of Indonesia

In consideration of the mutual benefits to the respective parties, St. Luke's International University, 10-1 Akashi-cho, Chuo-ku, Tokyo 104-0044 Japan enter into this agreement (hereinafter, MoA) with 1.) Sam Ratulangi University, Republic of Indonesia, and 2.) Minahasa Regency Government, Republic of Indonesia for the purpose of academic and research development activities.

1. PURPOSE

To promote collaborative academic and research activities, primarily in the area of Nursing. Other areas may be added by mutual consent of all parties hereto.

2. AREAS OF COLLABORATION

- 2.1 The parties shall provide opportunities and support to develop activities as necessary in the following areas:
 - (1) Student Exchanges
 - (2) Faculty and staff exchanges
 - (3) Joint research activities
 - (4) Conduct of seminars, workshops and symposia on topics of mutual interest
 - (5) Exchanges of academic materials and other information

It is understood that the details of collaboration will be negotiated for each case. It is also understood that any financial arrangements will be negotiated for each case, and will depend upon the availability of funds.

2.2 The academic credits earned in courses taken by an exchange student while studying at the host institution may be accepted by the student's (home) institution, if judged appropriate by the latter. Further details on Student Exchanges shall be defined in a separate addendum to this MoA.

3. IMPLEMENTATION

The feasibility of specific exchanges and collaborations will be mutually considered in each case and on agreement it will be implemented. Matters like the area of research and the handling of results, as well as

the arrangements for the mutual exchanges of staff and students will be examined and decided as the need arises. Details will take the particular circumstances at the time into account.

4. CONFIDENTIALITY

The parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired, disclosed, or shared in connection with any activity conducted pursuant to this MoA, except if such information is already in the public domain, or if disclosure is required by any applicable law or regulations, or if the extent of such disclosure is authorized in writing by the other party. Neither party shall use the information of the other party except if required to enact this MoA. The obligations of the parties under this clause shall continue even after expiry or termination of this MoA.

5. INTELLECTUAL PROPERTY RIGHTS, RESULTS AND PUBLICATIONS

Each party shall continue to remain the sole owner of all materials it contributes to any joint project. The parties will cooperate to negotiate appropriate licensing terms.

6. DURATION AND TERMINATION

- 6.1 This agreement will take effect when signed by the representative(s) of all parties, and remain in effect for five years.
- 6.2 Any changes to this MoA shall be subject to the written consent of all parties. Amendments to this MoU will only be effective if in writing and signed by an authorized signatory of each party
- 6.3 Either party may terminate the agreement by giving at least six months' prior notice in writing.

In WITNESS WHEREOF this AGREEMENT has been executed by the parties hereto on October 4th, 2016.

Sam Ratulangi University

Prof. Dr. Ellen Joan KUMAAT

Rector

St. Luke's International University

Mr. Jun Itoigawa

Chairperson of the Board of Trustees

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Minahasa Regency Government, Repu<u>bli</u>c of Indonesia

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Ors. Jantje W. Rajow, MSi