

STUDY ABROAD AGREEMENT
between
California State University, Bakersfield
and
Koyasan University, Japan

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, Bakersfield (collectively "CSUB"), and Koyasan University ("Other Party"). CSUB and Other Party are referred to collectively as the Parties.

ARTICLE I: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds and other resources of either Party.

ARTICLE II: GENERAL PROGRAM REQUIREMENTS

Section 1. Definitions.

- a. "Home institution" means the Party the student intends to graduate from;
- b. "Host institution" means the Party that has agreed to receive the students from the Home Institution; and
- c. "Study Abroad or Visiting Student" means non-degree seeking students participating in a program at the Host Institution.

Section 2. Tuition and Fees. Students attending either Party as Study Abroad or Visiting Students shall register and pay tuition fees to the Host Institution.

Section 3. Funding Resources. Each Party affirms that its Study Abroad and Visiting Students will have the necessary personal funding resources to meet fully their financial obligations as students, and shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Section 4. Housing and Travel. The Host Institution will facilitate the arrangement of lodging for Study Abroad and Visiting Students, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (e.g., laboratory fees, special activity fees) shall be borne by each individual student. Arrangements for Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student Conduct and Academic Policy. While at the Host Institution, Study Abroad and Visiting Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Study Abroad and Visiting Students shall adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed shall be deregistered from all

classes, all tuition and fees shall be forfeited in accordance with the Host Institution's policy, and the student so dismissed shall be expelled from student housing. Neither Party is responsible for any costs associated with return travel, which must be paid by the student. Notice of all alleged violations of the Host Institution's Student Code of Conduct or of any student's dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. English Proficiency. Each Party retains at all times the ultimate authority over their own respective admission and subsequent academic decisions. All Study Abroad and Visiting Students from Other Party must have the appropriate level of TOEFL (or alternative IELTS or MELAB) and other test scores required by CSUB. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate ESL education prior to formal admission to the program. Students primarily educated in English speaking countries or territories may be exempted from TOEFL or equivalent requirements, at CSUB's discretion.

ARTICLE III: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current [semester or quarter] in which the termination takes place is completed.

ARTICLE IV: INDEMNIFICATION

Section 1. Other Party shall defend, indemnify and hold harmless California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Other Party, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2: California State University shall defend, indemnify and hold harmless Other Party and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 1. CSUB represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. Other Party represents and warrants that it (1) is an educational entity in good standing in the country of [foreign country] and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VI: MISCELLANEOUS

Section 1: No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the study abroad program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2: Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits. Other Party certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of CSUB, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos and Other Proprietary Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and

(iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of any of its obligations hereunder due to any causes beyond the reasonable control of the Party whose performance is affected, including but not limited to fire, strike, war, riots, acts of terrorism, acts of any civil or military authority, acts of God, judicial action, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, failure or delay in delivery by suppliers, delays or disruption of transportation, or other similar cause.

In the event of a Force Majeure occurrence, the Parties agree to jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Study Abroad or Visiting Students then participating in the program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Study Abroad or Visiting Students.

Section 9. Impact of COVID-19. The Parties acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, reasonably prevent a Party from performing its obligations hereunder, the Party whose performance is affected may invoke the Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations, even if the circumstances related to COVID-19 were foreseeable at the time of the Parties' execution of this Agreement. In such event, the Parties, as required by Section 8 above, will jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Study Abroad or Visiting Students then participating in the program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Study Abroad or Visiting Students.

Section 10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of Kern, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of

litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state courts located in the County of Kern, State of California shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Section 11. Privacy. CSU and Other Party shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from either party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and Other Party may be, subject to various privacy, freedom of information and public records laws, and CSU and Other Party agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 12. Insurance. Other Party shall maintain a General Liability Insurance Policy in the amount of one million dollars (USD \$1,000,000.00) per occurrence and two million dollars (USD \$2,000,000.00) annual aggregate at all times. Said policy shall be issued by an insurance company that maintains a rating of A.M. Best: A VII or equivalent. The policy shall be endorsed to name California State University, the State of California, the Trustees of the California State University, and their officers, representatives, volunteers, employees and agents as additional insureds under the policy. Other Party shall be responsible for payment of all premiums on said policy. Any coverage maintained by CSUB shall be excess of Other Party insurance and shall not contribute with it. The policy shall also be endorsed to waive right of recovery (waiver of subrogation) against CSUB. Other Party shall be responsible for taking all required steps to establish and maintain its insurance as primary in compliance with this section. Other Party agrees to maintain in full force during the term of this agreement all other statutory insurance coverages required to be in compliance with all local country laws. [Examples include, but are not limited to: Auto Liability, Employer's Liability, and Fire Legal Liability.] Upon written request from CSUB, Other Party agrees to provide evidence of requested compulsory insurance coverage to the University.

Each required insurance policy shall state that coverage shall not be canceled by Other Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CSUB.

Section 13. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To Koyasan University:

To CSUB:

Mark Novak, Dean, EEGO
9001 Stockdale Hwy. BDC 30
Bakersfield CA 93311 USA
+1(661)654-2446
mnovak2@csub.edu

ARTICLE VII: CONCLUSION

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

California State University, Bakersfield

Koyasan University


Lynnette Zelezny, M.B.A., Ph.D.
President



Date: 12-6-2023

Date: 2023.11.27