

Memorandum of Academic Exchange
between
Saitama University
and
Texas State University

Based on a mutual desire to promote cooperation and exchange in education and research, Saitama University of Japan and Texas State University of USA (hereinafter referred to as "the two universities") agree to conclude this Agreement on Academic Exchange (hereinafter referred to as "the Agreement").

1. The two universities will conduct the following activities in order to realize the purpose of the agreement.
 - (1) Exchange of faculty and other staff members,
 - (2) Exchange of students,
 - (3) Planning and implementation of cooperative research projects and educational programs,
 - (4) Exchange of academic materials, publications, and information.
2. The activities in item 1 above shall be implemented through close contacts and consultations between the relevant institutions of the two universities.
3. The Agreement shall come into effect upon signature by both universities and remain in effect for five years. Each university may seek to terminate the Agreement prior to the planned date of termination, provided six months advance notice is given to the other university.
4. The Agreement is to be drawn up in two identical copies in English with both parties retaining one copy each of the Agreement.



Dr. Takafumi Sakai
President
Saitama University

19 Feb. 2024

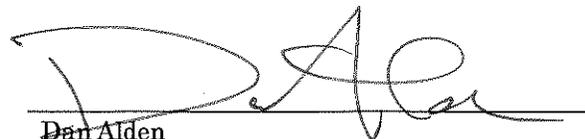
Date



Dr. Gene Bourgeois
Provost and Executive Vice President for
Academic Affairs
Texas State University

1.25.2024

Date



Dan Alden
Director of Procurement &
Strategic Sourcing

23 Jan. 2024

Date

ATTACHMENT "Z"
Addendum to
Contract

This is an addendum (hereafter Addendum) to the Agreement between Texas State University and **SAITAMA UNIVERSITY**. To the extent of a conflict between the terms of the Agreement and this Addendum, the Addendum governs and controls.

TAX CERTIFICATION:

If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

ELIGIBILITY CERTIFICATIONS:

Pursuant to Sections 2155.004 and 2155.006, Texas Government Code, Contractor certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if these certifications are inaccurate.

PAYMENT OF DEBT OR DELINQUENCY TO THE STATE:

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION:

Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

PRODUCTS AND MATERIALS PRODUCED IN TEXAS:

If Contractor will provide services under the Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under the Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

APPLICABLE LAW:

This agreement and all claims arising from this Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Any judicial action or proceeding between the parties relating to this Agreement and all claims arising from this Agreement shall be brought in the federal or state courts serving Hays County in the State of Texas.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

Notwithstanding any provision of this agreement, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities for defenses. To the extent the terms of this paragraph conflicts with any other provision in the Agreement and this Addendum, the terms of this paragraph shall control.

INDEMNIFICATION:

CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THEIR REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, BY ANY PERSON OR ENTITY, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") ARISING OUT OF, IN CONNECTION WITH, , OR RESULTING FROM THIS CONTRACT OR THE GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, OR WILLFUL MISCONDUCT OF CONTRACTOR, OR IT AGENTS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS OR ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. IN ADDITION, CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT,

TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF , IN CONNECTION WITH, OR RESULTING FROM THIS CONTRACT OR THE GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

DISPUTE RESOLUTION:

If a dispute, or controversy, or claim arises out of or relates to this agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.

ADHERENCE TO UNIVERSITY POLICIES:

By executing the contract, Contractor agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the Contractor's employees and subcontractors while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, veteran's status, sexual orientation, gender identity or gender expression.

PUBLIC INFORMATION:

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

For each purchase order that exceeds a total value of one million dollars, and in accordance with Section 552.372 of the Texas Government Code, Vendor agrees to:

- (1) preserve all contracting information (as this term is defined in Texas Government Code, Section 502.003 (7)) related to this Order in accordance with the records retention requirements applicable to Texas State University for the duration of this contract;
- (2) promptly provide to the System any contracting information related to this Order that is in the custody or possession of Vendor on request of the System; and
- (3) on completion of this Order, either: (A) provide at no cost to Texas State University all contracting information related to this Order that is in the custody or possession of Vendor, or (B) preserve the contracting information related to this Order in accordance with the records retention requirements applicable to Texas State University.

Vendor further agrees that "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid or contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

NONDISCRIMINATION:

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

University will pay for Work performed in accordance with Texas Government Code; section 2251 "Prompt Payment".

TAX EXEMPT:

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

LOSS OF FUNDING:

Performance by Texas State University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas State University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Texas State University will issue written notice to Contractor and Texas State University may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Texas State University.

FORCE MAJEURE:

Except as otherwise provided, neither Contractor nor University, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this agreement caused by Force Majeure, incidents of force majeure will include but not limited to the following: acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform.

ENTITIES THAT BOYCOTT ISRAEL:

Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Contractor shall state any facts that make it

exempt from the boycott certification.

CONTRACTOR CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS:

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.

STATE AUDITOR'S OFFICE:

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor's Office or any successor agency ("Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of the Work as requested. Contractor's failure to comply with this requirement shall constitute a material breach of Agreement and shall authorize Texas State University and the State of Texas to assess immediately appropriate damages for such failure. Contractor acknowledges and understands that the acceptance of funds under Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

RIGHT TO AUDIT:

Contractor agrees that Texas State University, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four years after Final Payment under this Agreement. Contractor agrees to refund to Texas State University within thirty days of being notified by Texas State University of any overpayments disclosed by any audits.

TITLE AND RISK OF LOSS:

Title to and risk of loss to any goods to be delivered under this Agreement will not pass to Texas State University until Texas State University actually receives and takes possession of such goods at the point of delivery.

PERSONNEL PLACED ON CAMPUS:

Contractor will provide representation that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus full time during the life of the contract:

- a. Sex offender and criminal history databases where the above individuals will be on the campus full time. Working with or around students;

- b. Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by the University.
- c. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

Contractor will provide Texas State University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide Texas State University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

CONTRACT SUBJECT TO ALL APPLICABLE LAWS:

In accordance with Texas Education Code, Section 51.9335 (h), any contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the agreement or contract is considered to be a part of the executed agreement or contract without regard to:

- a. Whether the provision appears on the face of the agreement or contract; or
- b. Whether the agreement or contract includes any provision to the contrary.

EXTERNAL TERMS:

The Addendum completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor's performance or provision of goods or services under this Agreement ("External Terms"). The External Terms are null and void and will have no effect under this Agreement, regardless of whether Texas State University or its employees, contractors, or agents express assent or agreement to the External Terms. The External Terms include any shrink wrap, clickwrap, browse wrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that Texas State University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.

ETHICS MATTERS; NO FINANCIAL INTEREST:

Contractor and its employees, agents, representatives and subcontractors have read and understand Texas State University's Conflicts of Interest Policy and Code of Ethics at <https://gato-docs.its.txstate.edu/jcr:34a3f1a1-48af-4b2b-9abb-42921fb9ae23/Rules%20and%20Regulations%20May%202018.pdf> and applicable state ethics laws and rules, including Senate Bill 20 (84th Texas Legislature, 2015). Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause Texas State University employees to violate Texas State University's Conflicts of Interest Policy, The Texas State University System's Ethics Code, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

CYBERSECURITY TRAINING PROGRAM:

Pursuant to Section 2054.5192, Texas Government Code, Contractor and its subcontractors, officers, and employees, who are provided credentials granting access to University's computer system also known as University's information system, must complete a cybersecurity training program certified under Section

2054.519, Texas Government Code as selected by University. The cybersecurity training program must be completed during the term and any renewal period of this Agreement. Contractor shall verify in writing completion of the program to University within the first thirty (30) calendar days of the term and any renewal period of this Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of this Agreement.

FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION:

Pursuant to Chapter 2274 of the Texas Government Code, for Agreements that exceed \$100,000, Contractor certifies that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

ENERGY COMPANY BOYCOTTS:

Pursuant to Chapter 2274 of the Texas Government Code, for Agreements that exceed \$100,000, Contractor certifies that it:

- (1) does not boycott energy companies as defined in Section 809.001 (1)(A) Texas Government Code (i.e., fossil fuel companies); and
- (2) will not boycott energy companies during the term of the Agreement.

VACCINE PASSPORT PROHIBITION:

Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

CRITICAL INFRASTRUCTURE AFFIRMATION:

Pursuant to Section 2274.0102 of Texas Government Code, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is:

- (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103 of Texas Government Code, or
- (2) headquartered in any of those countries.

FOREIGN TERRORIST ORGANIZATIONS:

Pursuant to Chapter 2252.152 of the Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.

ATTACHMENT Z CONTROLLING:

In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control.

SAITAMA UNIVERSITY:

Signature: *Masahiko Kaneko*

Name: Mr. Masahiko Kaneko

Title: Manager, Office of International Affairs

Date: *2-19-2024*