

6. Conditions for Recommendation:

- (1) Undergraduate students or master's programme students with excellent academic records are eligible to be recommended to IPS by NTUT.
- (2) Students with a good command of either English or Japanese that enables them to conduct research at IPS with no problems are eligible to be recommended to IPS by NTUT.
- (3) Students capable to bear all the fees and expenses incurred during their study period in Japan by themselves are eligible to be recommended to IPS by NTUT.

7. Expenses:

Students who enter IPS under this memorandum of understanding are required to bear by themselves all the fees and expenses incurred during their study period in Japan, including the tuition fee and other university fees of Waseda University. However, IPS shall award a scholarship to the students who are officially recommended by NTUT in the first year of their study at IPS. The amount of the scholarship shall be 600,000 (six hundred thousand) Japanese yen. The scholarship money shall be divided into two (2) instalments (300,000 (three hundred thousand) Japanese yen per semester). Should the students' academic performance of the first semester not be satisfying, IPS has the right to terminate the second instalment of the scholarship.

8. Number of Recommended Students:

The maximum number of students to be recommended by NTUT is five (5) per year. The students who wish to enter IPS without any scholarships provided by IPS shall not be included into this number. This number may be reviewed and altered by mutual agreement of both NTUT and IPS every year.

9. Application:

Students of NTUT who wish to be recommended to IPS shall submit all the application documents and materials specified in the IPS Admission Guide to the IPS Admissions Office via NTUT.

10. Terms of Validity of Recommendation and Selection of Students:

This memorandum of understanding shall be valid from the day on which it is signed by representatives of both NTUT and IPS up until September 2015 inclusive. This memorandum is applicable to the entrance examinations for overseas applicants who wish to be admitted to IPS from April 2014 up until September 2015 inclusive. This memorandum of understanding is renewable by the mutual consent of both parties.

11. Protection of Personal Information:

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

12. Confidentiality Agreement:

- (1) The Parties hereto shall be obligated to keep strictly confidential any information which was specified as confidential and disclosed by either of the other Party 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 memorandum. The Parties hereto shall neither disclose nor divulge 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 confidentiality within seven (7) days following the disclosure.
- (2) 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 either:
 - a. Already in the possession of the Party receiving it at the time of disclosure by the other Party; or,
 - b. Publicly known at the time of disclosure by the other Party; or,
 - c. Made into the public domain after disclosure through no fault of the Party receiving it; or,
 - d. Properly obtained from a third party acting with the authorization or consent of the Party disclosing it, without bearing confidentiality obligations.
- (3) The provisions of the preceding two paragraphs shall survive any expiration or termination of this memorandum.

13. Matters for Discussion:

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

14. Notice:

- (1) Any notice including, but not limited to, change, report, termination, offer, or approval made in relation to this memorandum shall be made to the address designated by each party in writing (e-mail or facsimile shall be available as writing e-mail address or facsimile number will be designated). For facsimile notice, original shall be delivered to the address within the reasonable time period.
- (2) The above notice shall be effective upon actual receipt. In case of facsimile notice, it shall be effective at the time recorded in the receiver's facsimile machine on the condition that the original is delivered within the reasonable time period. E-mail shall be effective as notice hereunder if the confirmation of receipt is made through reply e-mail. However e-mail shall not be available in respect of modification, termination and assignment of this memorandum.

15. Good faith principle:

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

16. Amendments to, termination of and assignment of the memorandum:

- (1) The memorandum shall not be amended or terminated without agreement of both NTUT and IPS.
- (2) The Parties shall not assign this memorandum.