Memorandum of Agreement

The University of West Florida, for and on behalf of the University of West Florida Board of Trustees, (hereinafter called as UWF) and Jikei Group of Colleges (hereinafter called as JIKEI G) agree to this contract in order to enhance the cultural and academic exchanges and friendship since 1989, and thus to contribute to the further development of the exchanges between USA and Japan.

UWF will appoint Jikei American Center (hereinafter called as JAC), as organization of UWF to execute this contract for UWF, and JIKEI G appoints Kabushiki Kaisha JIKEI (hereinafter called as K.K.JIKEI) for executing this contract for JIKEI G.

Article 1 Main Programs:

The main cultural and academic exchange programs to be covered by this contract are as follows:

1. Student's Study Trips
2. Symposium to be held at UWF
3. Semester in Japan
4. Florida Internship for 9-12 months
5. Developing US-Japan relation and international relation on behalf of JIKEI G.
6. Recruiting and recommendation of English teachers for JIKEI G.
7. Any other programs meeting the objective of this contract

Article 2 Students' Study Trips

Based upon this contract, JAC performs the following tasks so that JIKEI G may maximize the number of students who participate in the study trips to Florida, its neighboring states and attractive US cities for student's study trips.
1. To make traveling and studying plans to meet the objective of the student's study trips and to obtain approval from K.K.JIKEI.

2. To make subcontracts with academic institutes and the other facilities for visitation.

3. When necessary, to appoint lecturer(s), professor(s), and or translator(s).

4. To make contracts with accommodation facilities.

5. To ensure reasonable number of American homestay families.

6. To meet and see off the students at airports.

7. To secure the local transportation.

8. To develop the exchanges with the local community.

9. Regarding the trips to the cities far from Florida, JAC will select the students' visiting places, guiding person(s) and lecturer(s) by consulting with K.K.JIKEI.

10. Any other activities

Article 3 Symposium:

A symposium is to be held at UWF each year. Both JAC and K.K.JIKEI will cooperate each other to make it attractive to the students, and plan the detailed schedule.

As in the case of student's study trips, JAC will perform the tasks specified in the items from 1-8 of the Article 2 of this contract for the JIKEI G students coming to UWF for participating in the symposium.

Article 4 Semester in Japan:

1. JIKEI G will be the major sponsor for the Semester in Japan program for American students. JIKEI G, UWF and JAC will work together for its concrete schedule.

2. JAC will provide the American student participants with Japanese cultural knowledge, and teach them basic Japanese language.

Article 5 Florida Internship:

1. UWF will provide JIKEI G student with Florida Internship Program, and its details will be decided separately from this contract.

2. JAC will be a counselor for the JIKEI G students coming to UWF by this program.
Article 6  Setting Expenses by Student's Study Trips and Symposium:

1. JAC as a non-profit organization will bill the amounts of expenses generated by Student's Study trips and Symposium without marking up of JAC profit. This billing will have to be made as soon as JAC receives invoices from the providers of the services.

2. When JAC is required to make advanced payments by the service providers, JAC will bill the amounts for such advanced payments. As soon as each Student Study Trip is completed, JAC will make settlements of advanced payments.

3. K.K. JIKEI will make remittances for the amounts billed by items 1 and 2 of this article without delay after K.K. JIKEI receives the bills from JAC and checks them.

Article 7  JAC Operation Expenses:

K.K. JIKEI will bear the following expenses necessary for executing this contract.

1) Annual Expenses  US$113,000.-

2) Expenses mainly spent for:

- Personal Expenses
  - Director  US$33,000.-
  - Secretary  US$21,000.-
  - OPS(part time / students)  US$14,000.-

- Office expenses  US$11,000.-

- Traveling expenses(Including Semester In Japan)  US$34,000.-

(3) K.K. JIKEI will pay the amount specified in the item 1 of this contract as follows:

Within July every year  US$56,500.-

Within January every year  US $56,500.-

Article 8  Financial Report:

The financial period for JAC will be one year from July 1st to the next year June 30th, and JAC will make its financial report to K.K. JIKEI as soon as the period book closes.
Article 9  Contracting Period:

This contract will be valid for two years from July 1st, 2006 to June 30th 2008 and will be renegotiated for
terminated at the end of the period.

Article 10  Contract in both English and Japanese:

This contract will be produced both in English and Japanese with two copies each. The party of UWF and
JAC and the party JIKEI G and K.K.JIKEI will keep one copy each of English and Japanese contract.

Approval Signatures:

Kunihiro Ukifune, President
Jikei Group of Colleges

Date: 10.12.06

John C. Cavanaugh, President
University of West Florida

Date:

Sandra M. Flake, Provost
University of West Florida

Date: 11-2-06

Approved As To Form And Legality:

[Signature]
Approval Signatures:

Hideaki Hirata, Executive Director
Jikei Group of Colleges

Phyllis Metcalf-Turner, Associate Vice-President
University of West Florida

Toyonori Tanaka, President
K.K. Jikei

Shigeko Honda, Director
Jikei American Center

Tatsuo Iwahara, Director
International Affairs Division
Jikei Group of Colleges

Date: 10/10/2006
Date: 10/10/2006
Date: 10/31/2006
Date: 10/27/2006