



皇學館大学

KOGAKKAN UNIVERSITY



UNIVERSITY OF  
WAIKATO  
COLLEGE  
*Te Kura Huanui*

## AGREEMENT

between

**THE UNIVERSITY OF WAIKATO COLLEGE - TE KURA HUANUI  
THE UNIVERSITY OF WAIKATO, NEW ZEALAND**

and

**KOGAKKAN UNIVERSITY, JAPAN**

## **PARTIES**

- (1) **THE UNIVERSITY OF WAIKATO (NEW ZEALAND)** a tertiary education institution established as a university under the University of Waikato Act 1963 and operating under the Education and Training Act 2020, whose address for service is Knighton Road, Hamilton (“Waikato”).
- (2) **KOGAKKAN UNIVERSITY (JAPAN)** a private tertiary education institution founded in 1882 and operating as an accredited university, whose address is 1704 Kodakushimoto-cho, Ise-shi, Mie -ken 516-8555, Japan (“Kogakkan”).

## **BACKGROUND**

- A. The parties wish to enter into this Agreement to set out the terms and conditions relating to the enrolment of students from Kogakkan at Waikato.
- B. This Agreement is based on the principle of mutual respect and recognising that both Waikato and Kogakkan have benefitted from enhanced academic cooperation and friendship since the original agreement was signed in November 2015.

## **AGREEMENT**

### **1. ELIGIBILITY**

- 1.1 Students must be officially enrolled full-time students of Kogakkan.
- 1.2 Students must be enrolled in the necessary subjects for the required period of time in The University of Waikato College and complete the required course work.
- 1.3 Students must meet the entry requirements for Waikato and New Zealand Immigration requirements.
- 1.4 In the event that courses cannot be conducted in-person due to infectious disease outbreaks or other similar conditions that make travel inadvisable or impossible, the parties will discuss alternatives such as online programmes.

## **2. NOMINATION AND ADMISSION**

- 2.1 Kogakkan will screen and nominate eligible participants as candidates for the Waikato programmes. Waikato reserves the right to determine the final admission eligibility of each candidate.
- 2.2 The University of Waikato College at Waikato must advise annually the dates by which applications must be received for respective programmes as listed under clause 3.1.
- 2.3 Application papers for The University of Waikato College study programmes will consist of the University of Waikato application form.
- 2.4 Waikato will provide eligible students with formal letters of admission and other documents as may be required for establishing their student status for visa and other purposes via the appropriate officer at Kogakkan.
- 2.5 Prior to commencing their studies at Waikato, Kogakkan students must have their proposed study abroad course-plan approved by Kogakkan.
- 2.6 All appropriate student services and facilities of Waikato will be made available to students.
- 2.7 Waikato will send an academic transcript for each student to the appropriate office at Kogakkan after the completion of their study period.

## **3. ENROLMENT AND FEES**

- 3.1 This agreement allows for Kogakkan students to come to Waikato to study one or more of the following programmes offered by The University of Waikato College:
  - (a) The Certificate of Attainment in English Language;
  - (b) The General English course with no fixed dates;
  - (c) The Certificate of Attainment in Foundation Studies;
  - (d) International Diploma.
- 3.2 A Grading Report will be made available to all Kogakkan students who successfully complete this course. A cost may be charged for this.
- 3.3 Waikato shall notify Kogakkan at least two months in advance of the programme of the programme fees, including homestay, academic study and other activities. These fees will be based on the number of students expected to participate in the programme.

3.4 Kogakkan shall remit the total sum to Waikato at least six weeks prior to the group's arrival.

#### 4. HOUSING

4.1 Kogakkan students will be placed in homestay accommodation that meets the required standards of Waikato. Students are responsible for all homestay costs (which includes three meals per day) plus all their personal expenditure.

4.2 Waikato will assist students to settle readily into life in their local environment.

#### 5. COSTS

5.1 Tuition and other fees and charges applicable to The University of Waikato College study programmes are available from the University of Waikato College website:

<https://pathways.waikato.ac.nz/admissions/fees>

5.2 Round-trip international travel, all board and room costs, field trips and special course costs, and all personal costs (books, travel, clothing, etc.) in New Zealand will be the personal responsibility of each student.

5.3 Students must purchase the appropriate medical/health and travel insurance required by the University of Waikato. Students must pay for whatever medical/health costs that are not covered by their insurance. The insurance requirements can be found online at:

<http://www.waikato.ac.nz/students/international/insurance/studentsafe.shtml>

#### 6. CONDUCT

6.1 All students will be expected to abide by the laws and customs of New Zealand and by the policies and regulations of Waikato.

6.2 Both Waikato and Kogakkan have authority to withdraw, suspend, or terminate a student for academic deficiencies, behavioural violations or other sufficient reason subject to certain procedures afforded to the student. The Waikato and Kogakkan liaisons will consult with each other before suspending a student, except where consultation is not reasonably possible under the circumstances.

6.3 Both Waikato and Kogakkan agree to inform each other of any specific issues related to the student (i.e., documented disability unless the student discloses, disciplinary action, etc.) as early in the acceptance process as possible to allow for the appropriate advising and counselling of the student regarding the programme selected and to facilitate making arrangements on site when possible.

**7. CONFIDENTIALITY**

7.1 The parties will not use or disclose Confidential Information that comes into its possession other than for the purpose of giving effect to this Agreement.

**8. DISPUTE RESOLUTION**

8.1 The parties agree to use their best endeavours to resolve any dispute arising out of this Agreement through good faith discussion and will engage in negotiation and mediation before considering other means of dispute resolution. Both parties will, in so far as practicable, continue to comply with their obligations under this Agreement until the dispute is resolved.

**9. TERM AND TERMINATION**

9.1 This Agreement will commence on the date of signing by both parties and will continue for a period of five years, unless terminated by the parties under one of the termination clauses provided in this Agreement.

9.2 Either party may terminate this Agreement immediately by notice in writing if the other party:

- (a) is closed down by the Government or its appointed agency or merges with another institution;
- (b) has a commissioner appointed pursuant to section 290 of the Education and Training Act 2020;
- (c) commits a material breach of this Agreement and (if the breach is capable of being remedied) fails to remedy such breach to that party's satisfaction within 15 Working Days of notice requiring remedy of it.

9.3 Notwithstanding any other provision, this Agreement may be terminated by either party giving six months' notice in writing to the other.

9.4 In the event of termination of this Agreement, each party shall have due regard to the interests of the Study Abroad Students who are currently enrolled on the Study Abroad Programme and provide all reasonable assistance to each other to facilitate the transfer of the Study Abroad Students and the winding up of this Agreement.

## 11. VARIATION

11.1 This Agreement may be varied at any time by written agreement between the parties.

## 12. GOVERNING LAW

12.1 This Agreement is subject to and shall be interpreted in accordance with the laws of New Zealand.

## 13. CODE OF PRACTICE

13.1 The parties acknowledge that Waikato is a signatory to the "*Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021*". Copies are available from the Ministry of Education website at:

<https://www.education.govt.nz/further-education/information-for-tertiary-students/code-of-practice-pastoral-care-domestic-tertiary/>

## 14. FORCE MAJEURE

14.1 Neither party will be liable for any failure or delay in complying with any obligation imposed on it under this Agreement if the failure or delay arises from a Force Majeure Event. If a party fails substantially to meet an essential obligation under this Agreement continuously for three months as a result of a Force Majeure Event despite meeting all its obligations under this clause, the other party may give one month's notice terminating this Agreement.

## 15. SEVERANCE

15.1 If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision will be read down to the extent necessary and reasonable in all circumstances to give it a valid operation or partial character. If any provision cannot be read down, that provision will be void and severable and the remaining provisions will not in any way be affected or impaired.

## 16. ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the parties and replaces previous arrangements between the parties which may have existed.

**EXECUTED AS AN AGREEMENT**

**SIGNED by  
KOGAKKAN UNIVERSITY**



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Professor Satoshi Kawano  
President

*2/Nov/2021*

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Date

**SIGNED by  
UNIVERSITY OF WAIKATO**



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Professor Alister Jones  
Senior Deputy Vice-Chancellor

November 2, 2021

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Date