

Signed
2007

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DR. ARENS OF ON-DEMAND COURSES
AND
WASEDA UNIVERSITY**

This Memorandum (hereafter referred to as "Memorandum") is made between the professor of on-demand courses (hereafter referred to as "Dr. Arens") and Waseda University (hereafter referred to as "Waseda") to state the terms and conditions regarding the handling of on-demand lecture package based on internal regulations stipulated by the Distance Learning Center.

Dr. Arens and Waseda agree as follows:

1. Object

The subject below is the object on this Memorandum.

Subject: *Introduction to Cross-cultural and International Education*

-Preparing For Study Abroad Course-

(School of International Liberal Studies, 2006)

2. Definition of on-demand lecture package

The on-demand lecture package in this Memorandum defines the digital contents created by Waseda by combining the video recording of Dr. Arens's lecture as well as the material prepared by Dr. Arens in order to conduct and distribute the above-indicated subject. Waseda manages the on-demand lecture system, however, the material prepared by Dr. Arens is considered a content material, and, thus, is not considered as the object of this Memorandum.

3. Handling of on-demand lecture package

- (1) By signing this Memorandum, Dr. Arens agrees that the copyright of the on-demand lecture package shall remain with Waseda.
- (2) Dr. Arens has the right to use the on-demand lecture package without notifying Waseda if it is used for non-profit purposes and is used exclusively by Dr. Arens himself.

- (3) Dr. Arens has the right to authorize the permission to use on-demand package to other faculty member. However, in such cases, Dr. Arens needs to notify Waseda in advance.
- (4) Waseda, with the consent of Dr. Arens, has the right to authorize the permission of using on-demand package to third parties even for purposes unrelated to the above-indicated subject. However, in case of Dr. Arens's death, or other unforeseen issues that prevent Waseda from receiving consent from Dr. Arens, Waseda has the right to authorize third-party use of the on-demand package without receiving consent from Dr. Arens.

4. Duration

This Memorandum will remain in effect despite any change in Dr. Arens's affiliation and such. There is no limit on duration of this Memorandum.

5. Other

When affairs which are not indicated in this Memorandum occur, Dr. Arens and Waseda shall solve them by mutual consultation between them.

In order to prove the mutual agreement of this Memorandum, it is made in duplicate and upon Dr. Arens and Waseda's signing, each party shall keep a copy of this Memorandum.

Date: 3/7/07



Prof. William Arens
Professor of State University of
New York at Stony Brook University

Date:
Waseda University



Prof. Michiko NAKANO, Ph.D
Director of Distance Learning Center