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Richard Norment, Executive Director Krystine McGrath,

Director of Programs Development Chastity Nelson, Office Manager

NCPPP membership includes nearly 200 organizations, 45 percent of which are from the public sector

To: Research Center for Public/Private Partnership

Toyo University

From: NCPPP - National Council for Public/Private Partnership

Date: March 15, 2011

NCPPP proposes to produce the copyrighted NCPPP training materials

"How the contractual relationship of a Public-Private Partnership

can be developed"

and

"Standard of PPP in the U.S. and the world"

NCPPP - National Council for Public-Private Partnerships is a non-profit, non-partisan organization founded in 1985. The Council is a forum for the brightest ideas and innovators in the partnership arena, its growing list of public and private sector members, with experience in a wide variety of public-private partnership arrangements, and its diverse training and public education programs represent vital core resources for partnering nationwide. The Council's members bring an unmatched dedication to providing the most productive and cost-effective public services.

The mission of The National Council for Public-Private Partnerships is to advocate and facilitate the formation of public-private partnerships at the federal, state and local levels, where appropriate, and to raise the awareness of governments and businesses of the means by which their cooperation can cost effectively provide the public with quality goods. services and facilities.

Proposed by:

Richard Norment, Executive Director

Approved by

Yun Nemoto, Principal

Date

Research Center for Public/Private Partnership in Toyo University

#### **AGREEMENT**

### For Mutual Cooperation on Urban Revitalization and Public Private Partnership Research and Education

WHEREAS, Florida Atlantic University of Florida, United States (thereafter FAU) and Toyo University, Tokyo, Japan (thereafter Toyo University) desire to enter into an agreement to undertake research and educational activities related to urban revitalization and Public Private Partnership (PPP) experience in Japan and the United States, and

WHEREAS, FAU has been promoting the advancement of growth management, smart growth, sustainable development, urban revitalization and PPP activities in Florida and the United States and through its research, publications and educational programs has developed a solid foundation of knowledge in these areas, and

WHEREAS, FAU has recently established the Center for Urban Redevelopment Education (CURE) to further study these issues, and

WHEREAS, Toyo University has established its PPP Graduate School within its Economics Department in the spring of 2006 and has been promoting through research and education the advancement of urban revitalization and PPP activities in Japan, and

WHEREAS, Toyo University has established the PPP Research Center (PPP Center) in January, 2009 to further study the PPP issues

NOW, THEREFORE, FAU and Toyo University agree to promote jointly through research and education the advancement of urban revitalization and PPP activities in Japan and the United States and agree to work together as follows:

- (1) FAU and Toyo University agree to provide and exchange information for the advancement of urban redevelopment and PPP activities in Japan and the United States.
- (2) FAU and Toyo University agree to cosponsor the annual PPP Forum, which is organized by Toyo University in Japan, by jointly chairing the Program Committee and providing advice and recommendation concerning possible topics and possible speakers for the Forum.
- (3) Two parties agree that each party has no financial obligation for the support of the activities for the other, but will jointly pursue external funding opportunities to advance the work of each party under this Agreement.

### Duration of the Agreement and Withdrawal Procedure

This Agreement shall remain in effect until terminated by the parties to the Agreement. Any party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least 30 days prior to the intended date of withdrawal.

#### Amendment of Agreement

Amendments to or modifications of this Agreement, including modifications that add additional educational or research institutions to this Agreement, may only be made by written agreement signed by the parties hereto and shall not be effective until signed by all parties.

#### Effective Date

This Agreement shall become effective upon the execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the **30** day of March, 2009

Print the Name FRANK SCHNIDMAN Date

Center for Urban Redevelopment Education (CURE)

Florida Atlantic University

Print the Name\_\_\_\_\_\_ \( \text{\text{\$\cup\$}} \)

Date 30.2009.

PPP Research Center
Academic Foundation Toyo University

#### **AMENDMENT**

To the Agreement for Mutual Cooperation on Urban Revitalization and Public Private Partnership Research and Education

AGREEMENT Dated: March 30, 2009 AMENDMENT Dated: July 19, 2011

The Center for Urban Redevelopment Education at Florida Atlantic University of Florida, Fort Lauderdale, Florida, United States of America (thereafter FAU) and the Research Center for Public/Private Partnership at Toyo University, Tokyo, Japan (thereafter Toyo University) mutually agree to enter into this Amendment to the original AGREEMENT of March 30, 2009.

- 1 FAU and Toyo University agree to utilize a class of Toyo University to joint study urban redevelopment and the use of PPP in urban revitalization.
- 2 Toyo University will place a priority for the implementation of this collaboration program with FAU upon the receipt of the funding for an international educational program from the government of Japan.

Effective Date

This Agreement shall become effective upon the execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the 19<sup>th</sup> day of July, 2011.

Frank Schnedman	July 19, 2011
Print the Name FRANK SCHNIDM AW	Date
Director, Center for Urban Redevelopment Education	
Florida Atlantic University	
Fort Lauderdale, Florida USA	
根本為二	Jly 19.2011
Print the Name (c) Nemoto	Date
Director, Research Center for Public/Private Partnership	
Toyo University	

Tokyo, Japan

#### Memorandum of Understanding

This Memorandum of Understanding is agreed by United Nations Economic Council for Europe Public Private Partnership Initiative in Geneva, Switzerland (hereafter UN PPP) and Toyo University (hereafter Toyo) of Tokyo, Japan on the fourth day of July, 2011.

UN PPP and Toyo agree to establish the Cooperation between the parties to jointly promote PPP activities in Japan, Asia and in the world.

The tasks under this MOU are:

- UN PPP recognizes Toyo's activities, such as Research Center for PPP and PPP graduate school as an UN PPP designated program and suggest several PPP researches to be conducted by Toyo.
- 2 Toyo comes to agree to conduct researches on the scope with UN PPP and other various PPP subjects at its own costs.
- 3 Toyo requests the exchange and sharing the PPP information between two parties.
- 4 UN PPP understands that Toyo plans to establish APPPI Asia PPP Institute to further promote and educate PPP activities in Asia.
- 5 UN PPP and Toyo/APPPI promote the research and the development of PPP in Asia, and Toyo /APPPI conduct researches agreed by both parties.

Toyo University

United Nations

Economic Commission for Europe

PPP Team of Specialists

7

Print the name

Title

C

Print the name

Title



#### NATIONS UNIES

#### ОБЪЕДИНЕННЫЕ НАЦИИ

#### UNITED NATIONS

#### COMMISSION ÉCONOMIQUE POUR L'EUROPE

ЕВРОПЕЙСКАЯ ЭКОНОМИЧЕСКАЯ КОМИССИЯ

ECONOMIC COMMISSION FOR EUROPE

Tel: +41 22 917 2487 (direct)

+41 22 917 1234 (Palais des Nations)

Fax: +41 22 917 0178 (short messages)

+41 22 917 0123 (longer messages)
E-mail: Rumen.Dobrinsky@unece.org

Telegram: UNATIONS, GENÈVE Palais des Nations, Room 470 CH-1211 GENEVA 10

2 May 2011

Dear Mr. Nagashima,

I am writing to you to personally thank you for the funding Toyo University has contributed to our work in the field on Public-Private Partnerships (PPPs).

PPPs are an important part of our work on economic cooperation and integration in the region of the United Nations Economic Commission for Europe and beyond, and I strongly believe that working closely with academic institutions on PPP is essential for achieving the goals our member States have set for us. In this spirit, I appreciate the financial support from Toyo University, and I also trust that we will be able to draw on Toyo University's expertise and research capabilities in the area of PPPs in order to ensure that the UNECE PPP Initiative is as effective as possible.

I look forward to continue our collaboration in the future.

Yours sincerely,

Rumen Dobrinsky Director

Economic Cooperation and Integration Division

Mr. Tadayoshi Nagashima Chairman of the Board of Trustees Toyo University 5-28-20 Hakusan, Bunkyo-ku Tokyo 112-8606 Japan



### UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

#### The Executive Secretary

Under-Secretary-General

Ref.: ECE / ECID / 337 / 2011 / L

1 July 2011

Dear Professor Nemoto,

I am pleased to learn that a representative of the United Nations Economic Commission for Europe will be a keynote speaker at the upcoming conference on the "Roles of PPP in Disaster Preparedness and Disaster Recovery". PPP can indeed be a valuable tool for rebuilding such important assets as roads, railways, schools and hospitals.

UNECE is ready to put its expertise at your disposal to help you create a source of learning and experience in this area. We closely collaborate with Professor Sam Tabuchi, a member of your faculty, and highly value his membership in the UNECE Team of Specialists on PPPs.

I will follow this initiative closely and wish you a very successful conference.

Yours sincerely,

Mr. Yuji Nemoto Professor

Toyo University PPP Graduate School

Tokyo, Japan

#### AGREEMENT

ON

#### TECHNICAL COOPERATION AND EXCHANGE

#### Between

#### RESEARCH CENTER FOR PUBLIC PRIVATE PARTNERSHIP

At Toyo University, Japan

And

### The PHILIPPINE CENTER FOR ECONOMIC DEVELOPMENT (PCED) At The University of the Philippines Campus, Quezon City

(Parties and Effect)

Article 1:

Research Center for Public Private Partnership at Toyo University in Japan and the Philippine Center for Economic Development (PCED) at the University of the Philippines Campus in Quezon City, The Philippines have concluded this **Agreement On Technical Cooperation And Exchange** in recognition of the mutual benefits accruing to their institutional and academic communities in establishing strong international links.

(Purpose)

Article 2:

The purpose of this Agreement is to contribute toward the development of research and capacity building on Public-Private Partnership and Related Subjects of both institutions through their technical collaboration.

#### (Scope of Agreement)

Article 3:

For the purpose of this Agreement, the general areas of interest to the cooperating Parties are the collaboration and exchange of knowledge in the areas of common interest as follows:

- 1) Exchange of technical staff and students for study and research
- 2) Execution of joint research projects
- 3) Exchange of information and academic publications
- 4) Other programs acceptable to both institutions

(Responsibility for Costs)

Article 4:

Financial arrangements for collaborative activities will be agreed upon on a case-by-case basis by both Parties.

#### (Validity Period)

Article 5:

1) This Agreement will become effective from the date when the signatories representing both Parties have affixed their signatures to it and shall

be valid for an initial period of one year.

2) This Agreement shall be extended for another one year unless either Party gives written notice of termination to the other Party not later than six months before the expiry date.

#### (Revision)

Article 6:

- 1) This agreement may be amended by mutual negotiation, six months prior to its expiration, when the amendment is based upon the proposals made by the Representatives of either party.
- 2) The revised agreement shall come into effect on the day of its signature by both Representatives of the institutions.
- 3) If any of the activities specified in Article 3 would be affected by the aforementioned revision, the current agreement between the Representatives of the institutions shall apply for those activities.

#### (Termination)

Article 7:

This agreement may be terminated by either Party giving written notice of termination to the other Party not less than six months before the expiry date.

(Original Document Protection)

Article 8:

This Agreement on **Technical Cooperation and Exchange** is signed in two (2) copies in English. Each Party to the Agreement shall retain one copy.

In witness thereof, the Parties have affixed their signatures hereto:

Research Center for Public Private
Partnership at Toyo University

i Nemote

Philippine Center for Economic Development

Prof. Yuji Nemoto

Director

Dr. Arsenio M. Balisacan

**Executive Director** 

Nov. 15. 2011

Date

# AGREEMENT for ACADEMIC COOPERATION AND EXCHANGE

#### between

#### TOYO UNIVERSITY and UNIVERSITY OF SAN JOSE-RECOLETOS

- Article 1: **Parties and Effect.** Toyo University in Japan and University of San Jose-Recoletos in the Philippines have entered into this agreement in recognition of the mutual benefits accruing to their academic communities from the establishment of strong international links.
- Article 2: **Purpose.** The purpose of this Agreement is to contribute toward the development of research and education of both institutions through their academic collaboration.
- Article 3: **Scope of Agreement**. For the purpose of this Agreement, the general areas of interest to partners are collaboration and exchange of knowledge in the following areas of common interest to the parties as follows:
  - 1) Exchange of faculty members and students for study and research
  - 2) Execution of joint research projects
  - 3) Exchange of information and academic publications
  - 4) Other programs acceptable to both universities such as, but not limited to, the following:
    - a. Public/Private Partnership
    - b. Biological Science
    - c. Manufacturing Technology
    - d. Culture, History, Art and Philosophy, and
    - e. Welfare and Nursing Exchange Program
- Article 4: **Responsibility for Costs**. Financial arrangements for collaborative activities will be agreed upon on a case-by-case basis.

#### Article 5: Validity Period.

- 1) This Agreement will become effective from the date when the signatories representing both institutions have affixed their signatures to it, and shall be valid for an initial period of five years.
- 2) This Agreement shall be extended unless either partner gives written notice of termination to the other party no later than six months before the expiry date.

### Article 6: Amendment or Revision.

- 1) This agreement shall be amendable by mutual negotiation, six (6) months prior to the expiration, when the amendment is based upon the proposals made by the representatives of either university.
- 2) The revised agreement shall come into effect on the day of its signature by both representatives of the universities.
- 3) If any of the activities specified in Article 3 is to be affected by the aforementioned revision, the current agreement shall continue to apply for those activities.
- Article 7: **Termination**. This agreement may be terminated by either party giving written notice of termination to the other party not less than six (6) months before the expiry date.
- Article 8: **Protection of Original Copies**. This Cooperative Agreement is signed in two copies in English. Each party to the agreement shall retain one copy.

In witness thereof, the parties have offered their signatures hereto:

Toyo University	University of San Jose-Recoletos
Dr. Makio Takemura President  Apple Nahalhu  Mr. Keiichi Nakabachi  Director and Professor  Center for International Programs	Rev. Fr. Enrico Peter A. Silab, OAR  President  Rev. Fr. Edwin G. Macmac, OAR  Vice President for Academics and  Director for External Affairs
Nov. 14, 2011 Date	1901. 14. 76H

### MEMORANDUM OF UNDERSTANDING FOR ACADEMIC, SCIENTIFIC AND CULTURAL COOPERATION AND EXCHANGE

#### KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Understanding (MOU)** entered into and executed among and between:

The CITY GOVERNMENT OF BUTUAN, a duly constituted Local Government Unit with office address located at the City Hall Compound, Barangay Doongan, Butuan City as represented by its Mayor, Dr. Ferdinand M. Amante, Jr., as per authority issued by the Sangguniang Panlungsod by virtue of SP Resolution No.\_\_\_\_, herein referred to as the "FIRST PARTY".

- and -

**TOYO UNIVERSITY**, with office address at 5-28-20 Hakusan, Bunkyo-ku, Tokyo 112-8606, Japan, as represented by its President, **Dr. Makio Takemura**, hereinafter referred to as the "**SECOND PARTY**",

- and -

CARAGA STATE UNIVERSITY, with principal office address at Brgy. Ampayon, Butuan City, as represented by its President, Dr. Joanna B. Cuenca, FATHER SATURNINO URIOS UNIVERSITY, with office address at San Francisco Street, Butuan City, as represented by its President, Rev. Fr. John Christian U. Young, and SAINT JOSEPH INSTITUTE OF TECHNOLOGY, with office address at Montilla Boulevard, Butuan City, as represented by its President, Dr. Leticla C. Salas, and referred to as the "THIRD PARTY".

#### WITNESSETH:

**ENVISIONING** the local government unit's role in promoting education and cultural life as pillars of national development and a primary avenue for social and economic mobility;

**ENVISIONING** further the improvement of the individual well-being of the city residents as well as their collective meaningful participation for the

growth of the city which can be achieved through education, skills development and livelihood support programs among others;

**RECOGNISING** the essential role of the private sector and the academe as the main engine for national growth and development;

**REALIZING** the vast potential for academic cooperation between the Contracting Parties which is based on equity, friendship, mutual benefit and establishing strong international links;

**HAVE AGREED** as follows:

#### FIRST - OBJECTIVE OF THE AGREEMENT:

To establish a mutually beneficial relationship built on academic, scientific and cultural cooperation. Areas of cooperation between the CITY GOVERNMENT OF BUTUAN (hereafter referred to as FIRST PARTY), TOYO UNIVERSITY (hereafter referred to as SECOND PARTY), and CARAGA STATE UNIVERSITY, FATHER SATURNINO URIOS UNIVERSITY and SAINT JOSEPH INSTITUTE OF TECHNOLOGY (hereafter referred to as THIRD PARTY) include the exchange of faculty professors, researchers, students, publications, academic programs and research projects.

#### SECOND - GOALS AND FORMS OF COOPERATION:

The signing parties agree to provide opportunity, as appropriate, for the following activities towards the completion of the objective of this MOU.

- Exchange of faculty members and/or researchers with the objective of offering courses and realizing research projects in areas mutually agreed upon by all parties through prior invitation and in accordance with the procedures and expectations established by each party and specific department.
- 2. Exchange of undergraduate and graduate students with the objective of enrolling students in courses appropriate to their year and area of study.
- 3. Support reciprocity in university extension activities of common interest.
- 4. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and any other data and information of common interest.
- 5. Develop joint research projects and joint publications.
- 6. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate university entity.

#### THIRD - FINANCIAL ARRANGEMENT:

The signing parties agree to provide financial arrangements for collaborative activities on a case-to-case basis.

#### FOURTH - DURATION AND RECINDENCE OF MOU:

The agreement shall come into effect upon its signing. Changes to this agreement shall be made by mutual consent of the signing parties. In cases of disagreement, the party wishing to depart from the agreement shall, wherever possible, give six months notice of its intention to do so. The agreement shall be reviewed after a period of five years.

In order to promote further scholarly exchange all parties shall actively consider the exchange of teaching faculty and scholars. Such exchange shall be the subject of ad hoc consultation in the future in accordance with needs and feasibility.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands, this 14th day of November 2011, at Toyo University, Tokyo, Japan.

The CITY GOVERNMENT OF BUTUAN

Represented by:

HON. FERDINÁND/M. AMANTE, JR., M.D.

Mayor

TOYO UNIVERSITY

Represented by:

President

Represented by:

UNIVERSITY

Represented by:

CARAGA STATE UNIVERSITY FATHER SATURNINO URIOS SAINT JOSEPH INSTITUTE OF **TECHNOLOGY** 

Represented by:

NNA B. CUENCA, PH.D.

REV. FR. N\¢HRISTIAN

President

LETICIA C. SALAS, PH.D.

CEO/President

Witnesses:





### **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

### INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA

### AND

TOYO UNIVERSITY, JAPAN

INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA (Company No. 101067-P), an International Islamic Institution of Higher Learning, incorporated in Malaysia under the Companies Act, 1965 and having it address at P.O Box 10, 50728 Kuala Lumpur (hereinafter referred to as "IIUM") of the first part and shall include its lawful representatives and permitted assigns; TOYO UNIVERSITY, JAPAN (hereinafter referred to as Toyo) of the second part whose address is at 5-28-20 Hakusan Bunkyo-ku Tokyo 112-8606, Japan and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as "the Party" and collectively as "the Parties",

#### WHEREAS

- A. IIUM is an established University which strives to enhance and strengthen its academic excellence and has taken various initiatives to complement its educational excellence. IIUM has entered into various collaborative arrangements with other parties to intensify its research excellence;
- B. Toyo University is established by a philosopher Enryo Inoue in 1887. Toyo has 10 departments and 44 centers with over 31,000 student's enrolments. Facing its 125<sup>th</sup> anniversary in 2012, Toyo emphasize two priority items for the university activities: Globalization and Philosophical teaching. Collaboration with foreign academic institution is an important part of the university globalization.
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis for cooperation and collaboration between the parties upon the term as contained herein.

### HAVE REACHED AN UNDERSTANDING as follows:

### ARTICLE 1 OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time enforce in each Party's country, will endeavour to strengthen, promote and develop mutual academic cooperation between the Parties on the basis of equality and mutual benefit.

## ARTICLE 2 AREAS OF CO-OPERATION

- 1. Each Party will, subject to the laws, rules, regulation and national policies from time to time. The general areas of interest to the cooperating Parties are the collaboration and exchange of knowledge in the areas of common interest as follows:
  - (a) On research and capacity building on Public-Private Partnership And Related Subjects of both institutions through their technical collaboration,
  - (b) Exchange of staff and students for study and research
  - (c) Execution of joint research projects
  - (d) Exchange of information and academic publications
  - (e) Other programs acceptable to both institutions

## ARTICLE 3 FINANCIAL ARRANGEMENTS

- 1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
- 2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.
- 3. Financial arrangements for collaborative activities will be agreed upon on a case-by-case basis by both parties.

# ARTICLE 4 <u>EFFECT OF MEMORANDUM OF UNDERSTANDING</u>

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create legally binding or enforceable obligations, expressed or implied.

## ARTICLE 5 NO AGENCY

Nothing contained herein is to be constituted a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

## ARTICLE 6 ENTRY INTO EFFECT, DURATION AND TERMINATION

- 1. This Memorandum of Understanding will come into effect on the date of signing and will remain in the effect for a period of two (2) year.
- 2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
- 3. This Memorandum of Understanding may be amended by mutual negotiation six months prior to its expiration or when the amendment is based upon the proposal of operation by the Representatives of either institution.
- 4. Each Party may terminate this Memorandum of Understanding by giving the other Party not later than three (3) months written notice before the expiry date.

# ARTICLE 7 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 1. The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
- 2. The use of the name, logo and/or official emblem of either of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:-
  - (i) Jointly by the parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned

- by the Parties in accordance with the terms to be mutually agreed upon; and
- (ii) Solely and separately by the party or the research results obtained through the sole and separate effort of the party, shall be solely owned by the party concerned.

## ARTICLE 8 CONFIDENTIALITY

- Each Party will undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 2. In accordance to paragraph 1 above, the documents, information and data herein should not be disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of the Memorandum of Understanding. The documents, information and data relating to technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, information or data which is written as confidential or by its nature intended to be for the knowledge of the Receiving party or if disseminated orally it is considered in confidentiality.
- 3. Both Parties agree that the provisions of this Article will continue to be binding between the parties notwithstanding the termination of this Memorandum of Understanding.

## ARTICLE 9 SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

## ARTICLE 10 SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the parties through diplomatic channels, without reference to any third party or international tribunal.

## ARTICLE 11 NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address of International Islamic University Malaysia or the Toyo University, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To (IIUM):

Kulliyyah of Architecture and Environmental Design

International Islamic University Malaysia

(Company. No. 101067-P)

P.O Box 10, 50728 Kuala Lumpur.

Tel : (603) 6196 5221/6196 5226

Fax : (603) 6196 4864

To (Toyo University) Asia Public Private Partnership Institute

Shin-Otemachi Bldg. 1F

2-2-1, Otemachi Chiyoda-ku,

Tokyo 100-0004 Japan

Tel : +81-3-3231-1021

Fax: +81-3-3231-1610

The foregoing record represents the understandings reached between the International Islamic University Malaysia and Toyo University upon the matters referred to therein.

**IN WITNESS WHEREOF** the Parties have hereunto caused this Memorandum of Understanding (MoU) to be duly executed as at the date first above mentioned.

FOR IIUM	FOR TOYO UNIVERSITY	
	Madeio Takemuren	
PROF. DATO' SRI DR. ZALEHA KAMARUDDIN	MAKIO TAKEMURA	
RECTOR	PRESIDENT	
IIUM	Toyo University	
DATE	DATE May 30, 2012	
In the presence of:	In the presence of:	
,		
PROF. \$R. DR. KHAIRUDDIN ABDUL RASHID	SAM TABUCHI	
DEAN,	DIRECTOR	
Kulliyyah of Architecture and Environmental	Asia Public Private Partnership	
Design (KAED)	Institute (APPPI)	
IIUM	Toyo University	
DATE	DATE May 30 2012	



#### Leaders at the Core of Better Communities

#### Proposal

To:

The Research Center for Public/Private Partnership

Toyo University

From:

ICMA - International City Manager's Association

Date:

March 15, 2011

ICMA proposes to produce the reports on:

"Capacity and Qualification of City Manager in the U.S. ~Introduction to Public Management in Local Governments" and submit them to the Research Center for Public/Private Partnership at Toyo University.

ICMA - International City Manager's Association is founded in 1914, ICMA is the premier local government leadership and management organization. Its mission is to create excellence in local governance by developing and advocating professional management of local government worldwide. Our vision is to build sustainable communities that improve lives worldwide. ICMA has approximately 9,000 local government members throughout the world. ICMA is based in the United States and is a 501(c)(3) nonprofit organization under the U.S. tax code.

ICMA supports communities through training and development and by promoting peer collaboration, collecting and analyzing data, disseminating information, providing direct technical assistance, and facilitating collaboration across different sectors. Partnerships are core to ICMA's work, resulting in extensive relationships with universities, foundations, other non-profits, private companies. and federal/national agencies.

Proposed by:

Ron Carlee, Chief Operating Officer

Approved by

Research Center for Public/Private Partnership in Toyo University



College of Liberal Arts and Sciences Bob Graham Center for Public Service usete.bobgrahamcenter.ufl.edu

220 Pugh Hall PO Box 112030 Gainesville, FL 32611-2030 352-846-1575 352-846-1576 Fax

June 30, 2011

Professor Yuji Nemoto, Director PPP Graduate School 2-2-1, Otemachi Chlyoda-ku, Tokyo 100-0004

Dear Professor Nemoto:

This is our letter of intent to establish a joint study program between the University of Florida in Gainesville, Florida and Toyo in Tokyo, Japan.

The program will be developed by the Bob Graham Center for Public Service at the University of Florida for Toyo University.

The subject of the program will be "Balance Budgets for Local Governments" and the program will be offered in the intensive course system. I envision that the program will be certified by the Bob Graham Center for the University of Florida.

I look forward to working with your graduate school to help balancing the budget of Japan's local governments.

Sincerely.

Dr. Ann L. Henderson, Director

Bob Graham Center for Public Service

College of Liberal Arts and Sciences | University of Florida | PO Box 112030 | 220 Pugh Hall

Gainesville, FL 32611

Phone: 352-846-1575 | Fax: 352-846-1576

### **SCOPING OUT PROJECT OBJECTIVES**

Please check off the subjects of interest...and/or add different ones at end.

#### Please indicate the level of detail desired:

<u>checking 101</u> = this is needed soon (introduction to understand the basics)

and/or

<u>checking 201</u> = this is needed within a year (serious data + details developed by/for students and officials)
and/or

checking 301 = this is needed within a year or so (actual gov't case study: see options and implications)

#### Subject Area Checklist:

Checklist: Check one or more desired	SUBJECTS AND LEVEL OF SOPHISTICATION DESIRED	101 intro level	201 more detail level	301 case study level
	Government Budgeting: The Basics			
	2. 21 <sup>st</sup> Century Budget Balancing Challenges for Government	-	77	
	3. The Actors and Factors Involved in Budget Balancing			
	4. Traditional and Creative Budget Balancing Options		1	
	Examples of Budget Balancing Strategies	1	1	
	6. Understanding Budget Balancing Trade-offs	1		
-	7. The People, Politics and Pain Involved in Budget Balancing			
	8. Planning for Budget Balancing Challenges	1		
	Focusing on Public-Private-Partnerships and Other Creative, Non-Traditional Options			
	10. Leadership Challenges Involved in Balancing Budgets			
	11. Practical Approaches to Planning & Executing Budget Balancing Strategies			
	12. Templates To Use in Budget Balancing Decision-making			
	13. Examples of Budget Balancing Decisions in the USA.			
	14. Training Governments To Balance Budgets			
	15. Collecting Critical Data for Budget Balancing Decisions			
	16. Surviving Hard Budget Balancing Decisions, Politically			
	17. Creating a Japanese "Budget Balancing Case Study"			
	18?	1		
	19?			
	20?			
	21?			
	22?			