

国際交流協定締結計画書

提出年月日：2020年 月 日

担当部局：総合文化研究科

| 1.相手大学(機関) | | | |
|--|---|--|-----------------------|
| 名称 | 日本語 | エセックス大学 | |
| | 英語 | University of Essex | |
| | 当該国語 ※任意 | | |
| 地域/国名 | ヨーロッパ | 英国 | |
| 設立年 | 1963 | 年設立 | |
| 設置形態 | 公立 | | |
| URL | https://www.essex.ac.uk/ | | |
| 組織及び規模(学部・研究所、学生・研究者の数等) | 1963年設立より規模を徐々に拡大し、現在3つのキャンパスと提携機関における教員数809人、うち外国人教員388人。学生数14,728人と3つのキャンパスにおける学部学生11,929人、大学院学生2,799人。外国人学生が42%を占め、6,214人。 | | |
| 相手国内における大学(機関)としての評価 | 教育水準と研究業績は常にイギリスでトップレベルに評価されており、特に政治学や経済学など、社会科学の分野は国際的にも高い評価を得ている。 | | |
| その他 (特色等があれば記入) | 国際色豊かな大学で140カ国からの学生が学んでおり、学生の3分の1が外国人学生である。国際機関やシンクタンク、政府や法を司る機関、非政府機関などにおいて、例えば国連人権委員会議長、国連人権理事会特別報告者、赤十字国際委員会専門家など、専門家として任命されて国際的に活躍する教員・研究員が非常に多い。 | | |
| 2.交流目的 | | | |
| 広くヒューマニティーズの分野において、国際色豊かで国際競争力が高く、教育・研究において世界に躍進するエセックス大学と共同研究を推進し、学生の交流を促進することにより、相互により国際競争力を高め、本学の国際化に貢献する。エセックス大学においては国際社会・人権・社会学・法学など、広義のヒューマニティーズの分野において特に評価が高く、研究・教育において交流・協力することで、より学問的にも地域的にも包括的な研究・教育を達成することを目的とする。 | | | |
| 3.協定の内容 | | | |
| 希望する協定の種類 | | | |
| 部局協定 | 関係部局: | | |
| | 協定名(日): | | |
| | 協定名 (英): | Memorandum of Understanding to Promote Friendship and Cooperation between the Graduate School of Arts and Sciences/College of Arts and Sciences, the University of Tokyo and University of Essex | |
| ▼協定の種類 | 関係部局: | | |
| | 協定名(日): | | |
| | 協定名(英): | | |
| 交流分野 | | | |
| 研究協力並びに学生交換 | | | |
| 交流内容(該当するものに○) | | | |
| 学生交流 | <input type="radio"/> | 講義、講演、シンポジウムの実施 | <input type="radio"/> |
| 教員・研究者交流 | <input type="radio"/> | 学術情報及び資料の交換 | <input type="radio"/> |
| 職員交流 | <input type="radio"/> | その他 | →() |
| 単位互換 | <input type="radio"/> | | |
| ダブル・ディグリー | | →取得できる学位の種類: | |
| ジョイント・ディグリー | | →取得できる学位の種類: | |
| 共同研究 | <input type="radio"/> | | |
| 受入に伴う奨学金支給 | | | |
| 授業料相互不徴収 | | →人数(年): | |

| | |
|--|---|
| 4.期待される成果 | |
| <p>2つの大学間で共同研究・研究協力が促進され、共同研究プロジェクトなどにより双方がより高度で包括的な研究を行うことができる。また、高度で包括的な研究の実績を持ち寄り、共同のシンポジウムやセミナー・学術関係の会合などを開催することができる。教育の分野でも学生が相互に訪問・意見交換する基盤となり、将来的に交換留学という形で学生の交換ができるようになり、特に英語圏に少ない留学先を補填し、国際化を推進する。</p> | |
| 5.これまでの経緯(これまでの準備状況、交流実績等) | |
| <p>本学とエセックス大学との間には1972年11月に締結された全学協定があるが、これは長年活用されないまま現在に至っている。2017年に本学に就任した総合文化研究科のキハラハント愛准教授はエセックス大学の修士・博士号取得者で、同大学の人権センターでの勤務経験もあり、長年活発に交流してきたため、確固たる研究協力のネットワークを築いてきた。2018年度以降、エセックス大学の国際部職員の東京大学への訪問を機に、新たに交流が活発に行われており、エセックス大学の教員を招聘したセミナーが計4件(Noam Lubell教授—国際人道法、Carlos Gigoux博士—移民学、Han Dorussen教授—政治学)、学内研究会が1件(Noam Lubell教授)既に行われた。2020年3月にLucy Noakes教授(歴史学)が本学を訪問して行う予定だったセミナーはコロナウィルスの関係で中止になったが、5月には他5人のエセックス大学の教員が東京大学においてセミナーを行う予定である。エセックス大学側は国際部(International Office)と人権センター(Human Rights Centre)が主導して協力体制を築いてきている。</p> | |
| 6.締結までのスケジュール(締結希望時期等) | |
| <p>令和2年3月の総合文化研究科教授会で承認を得、できるだけ早く署名したいと考えている。</p> | |
| 7.実施責任体制(組織、担当教員名及び構成メンバー等) | |
| <p>責任者: 太田 邦史(総合文化研究科長・教授) 幹事教員: キハラハント 愛 (総合文化研究科・准教授) 小川 浩之 (総合文化研究科・准教授)</p> | |
| 8.相手側の対応組織(担当教員名等) | |
| <p>責任者: Prof. Bryn Morris, Registrar and Secretary 幹事教員: Prof. Andrew Fagan, Human Rights Centre/School of Law Dr. Carlos Gigoux, Centre for Migration Studies/Department of Sociology</p> | |
| 9.資金計画 | |
| <p>共同研究・研究協力については、それぞれ計画を主導する教員が資金計画を立てるものとする。大和日英基金の重点助成金に応募を検討中。</p> | |
| 10.同一校(機関)との交流の有無 | |
| 協定の種類: 全学協定 締結年月: 1972/11/9 | 担当部局: 工学系研究科 経済学研究科、法学政治学研究科 (最終更新年: 年) |
| 11.その他特記事項 | |
| | |
| 12.部局事務担当 | |
| 部局名: | 総合文化研究科 |
| 係名: | 国際研究協力室 |
| Email: | irco-komaba@adm.c.u-tokyo.ac.jp |

DATED

UNIVERSITY OF ESSEX

(1)

and

**GRADUATE SCHOOL OF ARTS AND SCIENCES,
COLLEGE OF ARTS AND SCIENCES,
THE UNIVERSITY OF TOKYO**

(2)

**MEMORANDUM OF UNDERSTANDING
TO PROMOTE FRIENDSHIP AND
COOPERATION**

This **MEMORANDUM** is made on the date of commencement **BETWEEN:**

- (1) **UNIVERSITY OF ESSEX**, Wivenhoe Park, Colchester, Essex CO4 3SQ, United Kingdom (“**Essex**”); and
- (2) **GRADUATE SCHOOL OF ARTS AND SCIENCES/COLLEGE OF ARTS AND SCIENCES, THE UNIVERSITY OF TOKYO**, 3-8-1 Komaba, Meguro-ku, Tokyo 153-8902, Japan (“**UTokyo**”)

WHEREAS

Preamble

This Memorandum of Understanding (**MOU**) is intended to promote co-operation, discussions and positive academic relations between Essex and UTokyo (hereinafter referred to as the “Parties”) to their mutual benefit.

Nothing in this MOU shall be construed as creating a legal relationship between the Parties with the exception only of the provisions in clauses 3, 4, 5, 6, 7 and 9. This MOU is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each or any objective is negotiated, approved, executed and delivered by the Parties.

The purpose of this MOU is to enable Essex and UTokyo to pursue the Objectives by undertaking the Tasks, all as set out below.

1 Objectives

- 1.1 The Parties agree to facilitate exchanges and other activities in relation to:
 - 1.1.1 Collaboration on research projects of mutual interest;
 - 1.1.2 The exchange of students, faculty, academic staff and researchers as agreed between the Parties and as appropriate to the circumstances of each Party;
 - 1.1.3 Holding joint lectures and symposia;
 - 1.1.4 The exchange of academic information and materials, and;
 - 1.1.5 Such additional activities as may be identified and agreed in writing by the Parties.

2 Tasks for each Party

- 2.1 Each Party agrees to:
 - 2.1.1 Maintain regular and reasonable contact with the other Party, informing the other Party of any relevant changes or developments in relation to this MOU;
 - 2.1.2 Comply with laws and regulations to be followed by the parties concerned for the activities specified under the preceding article.
 - 2.1.3 Review this MOU on an annual basis, providing the other Party with relevant information and statistics in relation to the Objectives, and;

- 2.1.4 Nominate a senior member of staff to be responsible for overseeing the implementation of this MOU.

3 Costs

- 3.1 The Parties agree that each shall bear their own costs for any work under this MOU, save and except as agreed in writing between the Parties. For the avoidance of doubt, each Party shall meet the travel, accommodation and subsistence costs of their own staff involved in visits associated with this MOU.

4 Confidentiality

- 4.1 The parties agree and acknowledge that all information relating to this MOU is owned by UTokyo or by Essex as applicable, and that such information is CONFIDENTIAL, which is why they undertake not to disclose or transfer it, whether partially or entirely, to any third party, as well as not to use it for purposes other than those set forth in this MOU, unless such information is already in the public domain, is required to be disclosed by law or any legal or regulatory authority, or the other party has previously received the prior written consent of the party for its disclosure.
- 4.2 The obligations of the Parties under this clause 4 shall continue following the expiry or termination of this MOU.
- 4.3 UTokyo acknowledges that Essex is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the "FOIA") and UTokyo agrees it shall cooperate and make reasonable efforts to provide all necessary assistance as may be reasonably requested by Essex (at its expense) to enable Essex to comply with its obligations under the FOIA, including but not limited to, providing Essex with such information in its possession or power as may be reasonably requested in order for Essex to comply with its obligations under the FOIA.

5 Data Protection

- 5.1 The parties agree to ensure throughout the duration of the MOU that, where it is necessary to share Personal Data regarding the students, or each of the parties, this will be done so in compliance with applicable laws for each party relating to Data Protection Laws.

6 Intellectual Property

- 6.1 Any intellectual property rights owned by a Party before the date of this MOU and during the term of this MOU will remain the property of that Party. Nothing contained in this MOU will affect the absolute ownership rights of any Party in such Party's intellectual property rights. For the avoidance of doubt, no licenses are granted under this MOU.
- 6.2 Each of the Parties shall not publish any marketing material relating to this MOU without the prior written consent of the other Party and undertake that the wording for any marketing materials shall be agreed jointly between the Parties prior to its use.
- 6.3 In the event that research results impacting upon matters of intellectual property rights are expected to arise in the course of collaborative projects carried out under clause 1, the Parties shall discuss in good faith and agree in a separate document the conditions regarding the treatment of such intellectual property prior to the start of the collaborative project and in accordance with the policies of each Party.

7 General

- 7.1 No person who is not party to this MOU shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this MOU but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 7.2 Nothing contained in this MOU shall be construed to imply a partnership, or employer and employee, or principal and agent relationship between any of the Parties. No Party shall have any right, power or authority to create any obligation express or implied on behalf of the other Party.
- 7.3 All disputes which may arise between the Parties in connection with this MOU that cannot be resolved by the two Parties shall be settled by the district courts located within the city in which the defending party is domiciled.
- 7.4 It is the responsibility of each Party to notify the other Party of any change in the legal status of their organisation, ownership of their organisation, accreditation or recognition by a professional or government body of their organisation within 30 days of the change.
- 7.5 Both Parties must comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. Breach of this clause shall be deemed a material breach of this MOU entitling the Party to terminate it immediately.
- 7.6 Each Party shall not whether as employer, or provider of services to be delivered under this MOU or as a provider of education, discriminate within the meaning of the Equality Legislation against any person on the grounds of their race, disability, gender, sexual orientation, religion or belief, or age.

8 Liaison Officers

- 8.1 Proposals under this MOU will be submitted through liaison officers designated by each Party to assure conformity with the Objectives:

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|--|--|
| Essex Mr Edmundo Hernandez Martinez International Officer hernev@essex.ac.uk | UTokyo Ms Keiko Matsui Lecturer of the International Research and Cooperation Office ckmatsui@mail.ecc.u-tokyo.ac.jp |
|--|--|

- 8.2 The terms and scope of each proposal will be described in individual contracts, which will be prepared subsequent to this MOU and signed by both Parties and exchanged prior to commencement.

9 Commencement and Duration

- 9.1 This MOU commences on the date of the final signature affixed below by the Parties hereto ("Date of Commencement"). Either Party may withdraw from this MOU or cease to pursue the Objectives during the term of this MOU by giving six months advance written notice to the other Party.. In such circumstances of withdrawal, cessation or the expiry of this MOU shall be without prejudice to clauses 3, 4, 5, 6 and 7.

- 9.2 This MOU shall be in effect for 3 years from the Date of Commencement. This period may be extended by written consent of both Parties.
- 9.3 This MOU is made in duplicate in English, each of those duplicates being deemed original.
- 9.4 The Parties hereby establish this MOU by duly signing it, as of the respective dates below.

Signed for and on behalf of

UNIVERSITY OF ESSEX

Signed for and on behalf of

THE UNIVERSITY OF TOKYO
GRADUATE SCHOOL OF ARTS AND
SCIENCES
COLLEGE OF ARTS AND SCIENCES

.....

Mr. Bryn Morris
Registrar and Secretary

.....

Professor Kunihiro Ohta
Dean

Dated:

Dated: