Memorandum of Cooperation

Ministry of Land, Infrastructure, Transport and Tourism of Japan (MLIT);

Urban Renaissance Agency, Japan (UR);

U.S. Department of Housing and Urban Development (HUD); and

Government National Mortgage Association (Ginnie Mae);

June 26, 2017
Tokyo, Japan

June 30, 2017
Washington, DC
Memorandum of Cooperation among the Ministry of Land, Infrastructure, Transport and Tourism of Japan (MLIT), the Urban Renaissance Agency, Japan (UR), of the one part; the United States Department of Housing and Urban Development (HUD), the Government National Mortgage Association (Ginnie Mae), a Wholly-Owned Corporation of HUD, of the other part.

The Ministry of Land, Infrastructure, Transport and Tourism of Japan (MLIT) and the Urban Renaissance Agency of Japan (UR), an incorporated administrative agency under the jurisdiction of MLIT, of the one part; the U.S. Department of Housing and Urban Development (HUD) and the Government National Mortgage Association (Ginnie Mae), a wholly-owned corporation of HUD, of the other part (MLIT, UR, HUD, and Ginnie Mae, collectively hereinafter referred to as the “Participants”);

DESIRING to strengthen their cooperative relationship in the fields of aging communities for the mutual benefit of the Participants;

THROUGH the exploration of solutions to problems of mutual concern and the exchange of information on policies, research, and programs in this field;

Have reached the following decision:

Section 1
Scope of Cooperation

The scope of cooperation under this Memorandum of Cooperation (hereinafter referred to as the “MOC”) may include research and the exchange of information involving:
1. Innovations in housing policy and urban planning approaches to aging in place and community development for older adults;
2. Inclusive housing and urban development strategies for older adults in Japan and the United States; and
3. Effective partnership among the public sector, private sector and nonprofit organizations in achieving successful aging in place.

Additionally, the Participants plan to consider future research cooperation on broader topics regarding housing and urban policy, based on future discussion and the result of the research within this scope of cooperation.

Section 2
Cooperation Methods

The cooperation stipulated in Section 1 is intended to include utilization of the following methods:

1. Development of further understanding of housing and urban development needs of older adults in Japanese and American contexts;
2. Examination of current aging in place approaches for elderly housing and community development;
3. Production of relevant and well-developed analytical research reports on the topic of aging in place in residential urban areas in Japan and the United States;
4. Hosting of joint seminars, workshops and conferences on aging communities in Japan and the United States; and
5. Any other form of cooperation that may be jointly decided upon by the Participants.

Section 3
Implementation Framework

With a view to promoting cooperation under the MOC, the Participants intend to encourage and strengthen direct contacts and cooperation between the two countries’ government agencies, research institutes, and associations.
Section 4
Consultation

The Participants intend to hold consultations upon the request of any participant on any matter relating to the contents of the MOC, and intend to jointly endeavor to resolve, in the spirit of cooperation and mutual trust, any difficulties or misunderstandings which may arise.

Section 5
Cooperation Meeting

1. The Participants have decided to hold meetings to discuss ways to cooperate, exchange expertise and coordinate joint research under the MOC.
2. Cooperation meetings are expected to be held once a year, or on an alternative schedule to be determined by mutual consent of the Participants, in Japan or the United States, with the meeting date, place and agendas to be jointly determined through consultation of both Participants.
3. During the cooperation meetings, additional supplementary meetings may be held to exchange information and expertise in specific areas.
4. Each Participant intends to bear its own travel, accommodation and other expenses associated with attending cooperation meetings.

Section 6
Implementation

1. Activities under the MOC are intended to be conducted in accordance with relevant Japanese or U.S. laws and regulations, and with the prior approval of the Participants, to the extent allowed by applicable laws.
2. Subject to the applicable public disclosure laws and regulations of the respective Participants, each Participant intends to treat confidential and personally identifiable information received from the other Participant in confidence and take all reasonable measures to preserve its
confidentiality and integrity and to safeguard the information against accidental or unauthorized access, use or disclosure.

3. The activities conducted under the MOC are subject to the availability of personnel and appropriated funds of each Participant.

4. Each Participant to the MOC bears its own expenses in connection with the preparation, negotiation, and execution of the MOC. Neither Participant will be responsible to the other party for such expenses.

5. The Participants intend to coordinate public statements with regard to the MOC. No Participant to the MOC intends to enter into any publicity regarding the MOC unless the Participants consult in advance on the form, timing, and contents of any such publicity, announcement, or disclosure.

6. The MOC is an expression of intent only and does not obligate funds, personnel, services, or other resources of any Participant, nor does it create any binding obligations under international or domestic law. Therefore, the MOC does not grant any third party any benefit, legal or equitable right, remedy, or claim.

7. To oversee and implement the MOC, MLIT designates the Policy Research Institute as the primary research entity.

8. To conduct research work to implement the MOC, the Participants can contract out the research work partially or entirely to the outside entities and/or researchers with the consent of all the Participants.

Each individual representative of the Participants acts in his or her official capacity with respect to the performance of activities under the MOC. MLIT/UR employees do not intend to claim to represent or speak for HUD/Ginnie Mae, and HUD/Ginnie Mae employees do not intend to claim to represent or speak for MLIT/UR.

Section 7
Commencement, Discontinuation, and Modification

1. The cooperation under the MOC commences upon signatures of all Participants and continues until any of the Participants, of either part, decides to discontinue cooperation under the MOC. A Participant
should endeavor to provide ninety (90) days advance written notification to the others of its intention to discontinue the MOC.

2. The MOC may be modified by mutual written consent of all Participants.


FOR THE MINISTRY OF LAND, INFRASTRUCTURE, TRANSPORT AND TOURISM OF JAPAN

KENIICHII ISHII
MINISTER OF LAND, INFRASTRUCTURE, TRANSPORT AND TOURISM OF JAPAN

FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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SECRETARY FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF THE UNITED STATES OF AMERICA

FOR THE URBAN RENAISSANCE AGENCY, JAPAN

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FOR THE GOVERNMENT NATIONAL MORTGAGE ASSOCIATION OF THE UNITED STATES OF AMERICA

MAREN M. KASPER
ACTING PRESIDENT, GOVERNMENT NATIONAL MORTGAGE ASSOCIATION