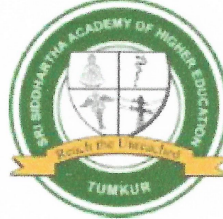


**Memorandum of Understanding  
Between  
Sri Siddhartha Academy of Higher Education, Different Colleges under Sri Siddhartha  
Education Society and Raj Group, Tokyo, Japan**



**Recitals:**

This Memorandum of Understanding (MoU) is entered into this **29<sup>th</sup> day of June 2023** by and between **Sri Siddhartha Academy of Higher Education, Different Colleges under Sri Siddhartha Academy of Higher Education and Raj Group Co., Ltd, Tokyo, Japan**

**Recitals:**

- a. **Sri Siddhartha Education Society (SSES)** was established in the year 1959 by Shikshana Bheeshma Sri H. M. Gangadharaiah, Founder Secretary with the blessings of Acharya Vinobha Bhave to provide education to the students of rural areas and backward classes. The Society which started as a residential school in a village near Tumkur then established several nursery, primary and high schools including Pali schools in the later years. Since 1959, the activity growth of the Society is truly phenomenal.

This has been possible mainly due to the strong conviction, clarity of vision, determined plan of action, dedicated band of people and down-to-earth approach of the management. Today the total number of institutions runs by the Society crosses 85 with a total students strength of more than 16000 and staff strength 1800. The main objective of the society is to “REACH THE UNREACHED” in the field of Education. The Society takes pride that the outgoing students of its institutions have all found successful career placements and a large number of them are positioned in Government Jobs. The Society presently manages over 85 institutions under its stewardship, the notable ones being: Engineering College, Medical College, Dental College, Center for Media studies offering PG Programs in Mass communication and Electronic Media, School of Nursing, College of Nursing, First Grade College, TCH Colleges, Training Institutes, Sanskrit Schools, Pail schools throughout Karnataka.

Sri Siddhartha Group of Institutions has grown to be the hub of higher education with excellent teaching facilities and highly qualified and experienced teaching faculty. With diversified professional courses, the range of subjects is wide giving a good choice to the students seeking admission here.

- b. **Sri Siddhartha Academy of Higher Education (SAHE)**, (declared as Deemed to be University under Section 3 of the UGC Act, 1956 ) Tumkur, was established vide MHRD GOI No. F.9-31/2006-U.3 (A) dated: 30/05/2008 of Govt. of India. Sri Siddhartha Medical College and Sri Siddhartha Dental College have been functioning as constituent colleges of Sri Siddhartha Academy of Higher Education since 01/06/2008.

Further as per Govt. of India notification vide No. F.9-31/2006-U.3(A) Dtd. 16/12/2008, the UGC in exercise of the powers conferred by Section 3 of the UGC Act, 1956, included Sri Siddhartha Institute of Technology, Maralur, Tumkur, as an off-campus constituent teaching unit of Sri Siddhartha Academy of Higher Education, Tumkur with effect from 06/03/2009.

- c. **Raj Group Co., Ltd.**, operates a variety of businesses. With a focus on business involving India-Japan relations, the company operates multiple restaurants, kindergartens, import-export operations and guesthouses. We are currently looking to expand into new businesses. Some of the business include: Restaurant, Kindergarten, India Product Distribution, Recruitment etc

The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting the organisations for the benefit of students in the collaborating institutes.

NOW THIS MoU WITNESSETH as follows and is not limited to:

- 1) **Providing Japanese language courses within SSIT (Engineering college under SAHE). From 3rd year of all courses. Idea is to develop a pool of Japanese language professionals so that by the time they finish their courses they are Japanese ready also by mutual consent, planning and implementation.**
- 2) **To provide etiquette training including Business etiquette, workplace etiquette, communication etiquette, Work related, networking and global to bridge the gap between campus to Japan corporate and easing to achieve the basic objective of creating better opportunities and leave a lasting impression with right knowledge of appropriate etiquette in various professional and social context.**
- 3) **Providing placement assistance to students or post-placement assistance in Japan when they reach Japan.**



**4) To organize recruitment programs in SSIT for engineering and Nursing students to start with and extend to students of other colleges under SAHE and SSES.**

1. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU ("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing).

Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect not withstanding any termination of this MoU.

2. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by institutions hereunder, and all customizations, enhancements and modifications thereof, need not be transferred from institutions on account of use of the same as part of any work under this MoU and shall always remain with both the collaborating institutions.
3. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any wilful and grossly negligent act or omission of either of the parties.
4. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
5. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.

6. This MoU may not be amended without the prior written consent of both the parties.
7. This MoU will be effective for life time from 30<sup>th</sup> September 2021 until unless it is cancelled with mutual consent.
8. **Governing Law:** This MoU shall be governed by the laws of India and the Courts in Bengaluru shall have exclusive jurisdiction.
9. **Termination:** Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.
12. **Notices:** All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

To SSES and SAHE	:	<b>The Registrar, Sri Siddhartha Academy of Higher Education, Agalakote Tumakuru-572107 Karnataka, India</b>
To the Raj Group	:	<b>2nd Floor, Oote Building, Toranomom 3-19-7, MinatoKu, Tokyo, 105-0001 or 772, 5th Stage, BEML Layout, Rajarajeswarinagar Bangalore - 560098</b>

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

13. **FORCE MAJEURE:**  
If either of the two parties is prevented, restricted, delayed or interfered by reason of:
  - a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
  - b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
  - c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;

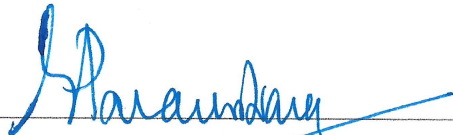


- d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

14. **Indemnity:** Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.



**Dr G Parameshwara**  
Hon'ble Chancellor  
Sri Siddhartha Academy of Higher  
Education  
Secretary  
Sri Siddhartha Education Society



**Sri Anil Raj**  
Founder,  
Raj Group Co., Ltd.,

**Witnesses:**

- 1. Sohoko Sato
- 2. Nithyanandan.B
- 3. Ajay Kumar
- 4. Nagalakshmi

**Name and Address:**

YOKOHAMA JAPAN  
KANAGAWA, JAPAN  
Hyderabad. India  
Tumkur KARNATAKA