

October 22, 2018

**A Memorandum of Understanding  
Japanese Society and Culture Program  
between Waseda University and Chowgule College**

This Memorandum of Understanding (The "MOU") is made as of October 31, 2018 and is signed and entered into by between

1. Chowgule College, Japanese Society and Culture Program,  
Parvatibai Chowgule College of Arts & Science, Gogol-Margao, Goa 403602, India  
("Chowgule")
2. Waseda University, Center for International Education, 1-7-14 Nishi-Waseda,  
Shinjuku-Ku, Tokyo 169-0051, Japan ("Waseda")

(Chowgule and Waseda are also referred to respectively as a "party" and the "parties" hereafter)

WHEREAS the parties seek to promote academic exchange and educational cooperation through Japanese Society and Culture Program for Chowgule students at Waseda.

THEREFORE, the parties agree to the following:

**I . Program Dates and Goals**

Chowgule and Waseda agree that Chowgule will enroll a maximum of 14 students to participate in the Japanese Society and Culture Program on the Waseda campus from November 7, 2018 through November 21, 2018 (the "Special Course").

**II . Contacts**

1. For Chowgule, the primary contact and program director will be Mr. Ashok D. Dange, Coordinator, Vocational & Counseling Department, Chowgule College of Arts & Science
2. For Waseda, the primary contact will be Mr. Tetsuya Yamada, Administrative Manager, Center for International Education, Waseda University

**III. Program Expenses**

1. The estimated sheet is attached hereto for reference only. However, the invoice, which will cover all services of Waseda under this MOU, will be issued after the program is completed and Chowgule will pay the full amount to Waseda in Japanese Yen on or before December 28, 2018.

2. If Chowgule requests in writing that Waseda provide additional services that are not specified in this MOU, Waseda shall obtain the best price possible for such services, and if Chowgule agrees to Waseda's proposal, Chowgule will reimburse Waseda for the amount paid for such services according to an agreed schedule. Waseda shall not arrange for such additional services until Chowgule has approved the proposal and price in writing.

#### **IV. Liability**

1. During the performance of the Agreement, when either signatory party is responsible for losses and damages inflicted on or suffered by the other party, the party responsible shall compensate the other party for actual losses and damages (not including indirect damage or consequential loss or damage) to the extent of the amount of Program Expenses as set forth in Article III.
2. Neither party shall be in breach of this Memorandum or be liable for any failure or delay in performance of any duties under this Memorandum arising from or attributable to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorist activities; government restrictions; failure of suppliers, subcontractors, or carriers; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

#### **V. Use of Names**

Chowgule and Waseda are responsible for ensuring that the University's names and trademarks are used in authorized ways in order to protect the reputation of the University and avoid misrepresentation of the University to the public. Permission to use the University's names and trademarks is required in written form prior to be used.

#### **VI. Amendments to, Termination of and Assignment of the Memorandum**

1. This MOU will continue on the date set forth above and continue in effect through December 28, 2018.
2. The Memorandum shall not be amended or terminated without the agreement of both Waseda and Chowgule
3. The parties shall not transfer, cause any third party to assume, nor create a security interest on the whole or part of the right and obligations arising from the Memorandum..

#### **VII. Copyrights**

Any copyrights of materials developed by Waseda for and during the program shall vest in and be owned by Waseda.

CHOWGULE COLLEGE

By: AS

Date: November 1, 2018

Name: Ashok D. Dange

Title: Coordinator

Vocational & Counseling Department

Address: Parvatibai  
Chowgule College of Arts & Science  
Gogol-Margao, Goa  
Phone: +91-832-275-9504  
Fax: +91-832-275-9067

WASEDA UNIVERSITY

By: Kate Elwood

Date: November 7, 2018

Name: Kate Elwood

Title: Dean

Center for International Education

Address: 1-7-14 Nishi-Waseda,  
Shinjuku-Ku, Tokyo  
Phone: +81-3-3203-9079  
Fax: +81-3-3202-6405

**EXHIBIT A**  
**Estimated sheet**

The Center for International Education of Waseda University, Japan, requests Chowgule College of Arts & Science, India to make a payment of 1,530,725 Japanese yen on/before 28 December 2018 for a Special Program arranged by Waseda University for Chowgule College, taking place between 7 November and 21 November 2018.

The fee paid by Chowgule College of Arts & Science will cover the mentioned costs on the attached itinerary and unless otherwise agreed between the parties in written form.

The university bank account information is as follows:

MUFG Bank (Bank Code:005)  
Edogawabashi Branch Office (Branch Code:0060)  
Address: 1-48-13, Sekiguchi, Bunkyo-ku, Tokyo, Japan  
Account number: 0001029  
Account holder: Waseda University  
SWIFT code: BOTKJPJT