MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

SIIRI BALASAIIEB TIRPUDE COLLEGE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY, NAGPUR.

&

LE MERIDIEN, NAGPUR.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 24th day of -May – Two Thousand Nineteen (24/05/2019),

BETWEEN

Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lincs, Sadar, Nagpur 01, the First Party represented herein by its Mr. Yelesh Lanjewar, (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Le Meridien Nagpur, Wardha Road, Flyover opp. MIHAN, Nagpur 441108, and represented herein by its Zonal / Divisional Head, Mr. Amit Pampattiwar, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:



- (1) Name of Institution: Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) Le Meridien Nagpur, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – hospitality Sector and related fields
- F) Le Meridien Nagpur, the Second Party is promoted by Marriott Group; Ilospitality Sector;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.



- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs



for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of -Hotel Management and Catering Technology.
- 2.6 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecture to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein



2.10 There is no financial commitment on the part of the Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **first Party**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Name of Industry**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under



this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.





Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nagpur city**.



AGREED:

For Name of Institution



Authorized Signatory TRAINING & PLACEMENT OFFICER Shri Balasaheb Tirpude College of Hotel Management & Catering Technology For Le Meridien Nagpur



Name of Institution	Name of Industry
YELESH A. LANJEWAR	Le Meridien Nagpur
Assistant Professor Shri Balasaheb Tirpude College of Hotel Management	Address: Wardha Road, Flyover opp. MIHAN, Nagpur 441108
& Catering Technology, Nagpur	Contact Details. 07103 663 333
5	E-mails: Amit.Pampattiwar@lemeridien.com

Witness1: PALLABI GOGOI

F

Witness2: Bulliendy Shinde Bhupendra V. Shinde

Witness3:



Witness4:

٩

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

SHRI BALASAHEB TIRPUDE COLLEGE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY, NAGPUR.

&

CENTRE POINT HOTEL, NAGPUR.

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 24th day of -May – Two Thousand Nineteen (24/05/2019),

BETWEEN

Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01, the First Party represented herein by its Mr. Yelesh Lanjewar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Hotel Centre Point, 24, Central Bazar Road, Gandhi bagh, Ramdaspeth, Nagpur, Maharashtra 440010, and represented herein Mrs. Pratibha Moghe (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:



- (I) Name of Institution: Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) Hotel Centre Point, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of *Hospitality* Sector - and related fields
- F) Hotel Centre Point, the Second Party is promoted by **Centre Point Hotels** and **Resorts**.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.



- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs



for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of -Hotel Management and Catering Technology.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecture to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein



2.10 There is no financial commitment on the part of Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any



representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

stParty

Ry. cooper

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nagpur City**.



AGREED:

HOTEL M	For Name of Institution ALASAHEB TIRPUDE COLLEGE OF ANAGEMENT & CATERING TECHNOLOGY BALASAHEB TIRPUDE MARG, INES, SADAR, NAGPUR-440 001 Authorized Signatory TRAINING & PLACEMENT OFFICER Shri Balasaheb Tirpude College of Hotel Management & Catering Technology Civil Lines, Sader, NAGPUR.	For Name of Industry Provide Signatory Authorized Signatory HOTEL CENTRE N. 100 ML
	Name of Institution	Name of Industry H. R. MANAGER
	Shri Balasaheb Tirpude College of Hotel Management and Catering Technology.	Hotel Centre Point
	Address: 1, Balasaheb Tirpude Marg, Civil Lines, Sadar, Nagpur- 440001	Address: 24, Central Bazar Road, Ramdaspeth, Nagpur, Maharashtra 440010
	Contact Details: 0712 2550695	Contact Details : 0712 669 9000
	E-mails: <u>tirpudehmct@gmail.com</u> training.hmct@gmail.com	E-mails: pratibha.moghe@centrepointnagpur.com
	Web: www.tirpudehmct.org	Web: https://www.centrepointnagpur.com/

Witness1:

Deoras

(m. Durga Deoras)

Witness2: (X) (Ms. Avanti Chafle).

AT-Keneban (Anheet Keneban)

Witness3: Boutables Dr. An. Joutables



MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

SHRI BALASAHEB TIRPUDE COLLEGE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY, NAGPUR.

&

HOTEL TULI IMPERIAL NAGPUR.



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 24th day of -May – Two Thousand Nineteen (24/05/2019),

BETWEEN

Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01, the First Party represented herein by its Mr. Yelesh Lanjewar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Hotel Tuli Imperial, 37, Farm Land, Central Bazar Road, New Ramdaspeth, Ramdaspeth, Nagpur, Maharashtra 440010, the Second Party, and represented herein by Mrs. Dimple Bisht (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:



- (I) Name of Institution: Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOII for advancing their mutual interest;.
- E) Hotel Tuli Imperial , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – Hospitality Sector - and related fields
- F) Hotel Tuli Imperial, the Second Party is promoted by Tuli Hotels and Resorts Nagpur.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.



- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs



for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of -Hotel Management and Catering Technology.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecture to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein



2.10 There is no financial commitment on the part of the **Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is



authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nagpur City.**



AGREED:

For Name of Institution

SHRI BALASAHEB TIRPUDE COLLEGE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY 1, BALASAHEB TIRPUDE MARG.

CIVIL LINES, SADAR, NAGPUR-440 001 Authorized Signatory TRAINING & PLACEMENT OFFICER Shri Balasaheb Tirpude College of Hotel Management & Catering Technology Civil Lines, Sader, NAGPUR. For Name of Industry



Name of Institution	Name of Industry
Shri Balasaheb Tirpude College of Hotel Management and Catering Technology.	Hotel Tuli Imperial
Lines Sadar Nagnur- 440001	Address: 37, Farm Land, Central Bazar Road, New Ramdaspeth, Ramdaspeth, Nagpur, Maharashtra 440010
Contact Details: 0712 2550695	Contact Details: 0712 665 3666
E-mails: <u>tirpudehmct@gmail.com</u> training.hmct@gmail.com	E-mails: hr.imperial@tulihotels.com
Web: www.tirpudehmct.org	Web: http://tulihotels.com/tuli-imperial/

Witness1:

1-J.Kounder 24/05/2019

Witness3:

B. Shindle 2410512019



Witness K'

Witness4:

2

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

SHRI BALASAHEB TIRPUDE COLLEGE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY, NAGPUR.

&

RADISSON BLU HOTEL, NAGPUR.



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 24th day of -May – Two Thousand Nineteen (24/05/2019),

BETWEEN

Shri Balasaheb Tirpude College of Hotel Management and Catering Tcchnology, Civil Lines, Sadar, Nagpur-01, the First Party represented herein by its Mr. Yelesh Lanjewar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Radisson Blu Hotel Nagpur, 7, Wardha Rd, Chatrapati Nagar, Nagpur, Maharashtra 440015, and represented herein by its Zonal / Divisional Head, Mr. Rakesh Sharma (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Iligher Educational Institution named:



- (1) Name of Institution: Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) Radisson Blu Hotel Nagpur , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Hospitality Sector and related fields
- F) Radisson Blu Hotel Nagpur, the Second Party is promoted by Radisson Hotel Group.
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.



- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs



for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs,as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of -Hotel Management and Catering Technology.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecture to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein



2.10 There is no financial commitment on the part of the Shri Balasaheb Tirpude College of Hotel Management and Catering Technology, Civil Lines, Sadar, Nagpur-01, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Name of Industry**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and Second **Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is



authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

FirstParty

SecondParty

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nagpur City**.



AGREED:

SHEI BALASAHEB TIRPUDE COLLEGE OF For Name of Industry KADISSON BLU HOTEL NAGPUR. HOTEL MANAGEMENT & CATERING TECHNOLOGY 1, BALASAHEB TIRPUDE MARG. CIXIL LINES, SADAR, NAGPUR-440 001 Authorized Signatory Authorized Signatory RAINING & PLACEMENT OFFICER Shri Balasaheb Tirpude College of Hotel Management & Catering Technology Civil Lines, Sader, NAGPUR. Name of Institution Name of Industry Shri Balasaheb Tirpude College of Radisson Blu Hotel Nagpur. **Hotel Management and Catering** Technology. Address: 1, Balasaheb Tirpude Marg, Civil Address: 7, Wardha Rd, Chatrapati Nagar, Lines, Sadar, Nagpur-440001 Nagpur, Maharashtra 440015 Contact Details: 0712 2550695 Contact Details 0 7126665888 E-mails: tirpudehmct@gmail.com E-mails: training@rdnagpur.com training.hmct@gmail.com Web: www.tirpudehmct.org Web https://www.radissonblu.com/en/hotelnagpur?facilitatorId=CSOSEO&csref=org_gm b sk en sn ho INDNAGP

Witness1:

Witness3:

Witness2:

M.A. SUIKE) (

Witness4: (Vrushali Dabir

