

Memorandum of Understanding
Between



Hotel Holiday Inn, Amritsar
(A Unit of Jas Orchid Resorts Pvt. Ltd.)

&



Guru Nanak Dev University,
Amritsar

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered at Guru Nanak Dev University, Amritsar on --~~14th Dec~~ 2018--

Between

Guru Nanak Dev University (GNDU), Amritsar, Punjab which was established on November 24, 1969, has a long tradition of pursuing excellence in teaching and research in science and technology, humanities, social sciences, performing arts and sports. The University supports excellence and innovation in academic programmes, promotes excellence in research, scholarship and teaching.

And

Holiday Inn Amritsar Ranjit Avenue, Punjab (A unit of Jas Orchid Resorts Pvt. Ltd.) operates its hotels under the license from **Intercontinental Hotels Group (IHG)** and is promoted by **Mr. Niraj Sinha**, promises to give service par excellence to its guests and aims to be the No. 1 in the region within its competitive segment and is well known name in the Hospitality & Tourism Industry.

Guru Nanak Dev University and **Hotel Holiday Inn, Ranjit Avenue** individually referred to herein as a 'party' and collectively as the 'parties'.

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General Manager
Hotel Holiday Inn, Amritsar

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Registrar
Guru Nanak Dev University, Amritsar

A: Preamble:

Today, **Guru Nanak Dev University, Amritsar** feels proud of the 35 academic departments at the university campus and 148 affiliated colleges and 71 associate institutes, most are situated in the rural area. Track record of employment of our students by big business Houses and Multi-National companies has been very satisfactory. Our students of management and engineering arenas are successfully employed by companies in India and abroad. They are all contributing to the credit worthiness of the University by their hard work and diligence.

Whereas, **Hotel Holiday Inn, Ranjit Avenue, Amritsar** is *promoted by Mr. Niraj Sinha, General Manager.*

Hotel Holiday Inn, Amritsar opened their doors to the public in Nov. 2013, offers verdant lawns, meticulously landscaped, and making the accommodation an oasis after a busy day of arrival. The Hotels promise to give services par excellence to its guests and aim to be No.1 in the region within its segment.

Both Parties feels that collaboration between **GNDU** and **Hotel Holiday Inn** will enhance the strength and add value to the efforts of each party;

The Parties therefore agree on the objective of creating an institutional framework for enriching scientific endeavors in mutually agreed fields of academics, research, training and placements with the following broad objectives and scope:

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General Manager
Hotel Holiday Inn, Amritsar

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Registrar
Guru Nanak Dev University, Amritsar

B: Broad Objectives and Scope:

Objectives

1. To create a strong connection between **Hotel Holiday Inn, Amritsar** and **Guru Nanak Dev University, Amritsar**.
2. The current agreement seeks to establish strong cooperation between the **Hotel Holiday Inn, Amritsar** and **Guru Nanak Dev University, Amritsar** for long-term partnership & to develop synergetic collaborations in resource sharing and knowledge sharing activities in Tourism & Hospitality industry.
3. To develop academic programmes and share expertise in training and other academic events through joint organization of events.
4. Both the parties, **Hotel Holiday Inn, Amritsar** and **Guru Nanak Dev University, Amritsar**, will engage in a series of activities to design and develop various projects and outreach programs for mutually identified goals.
5. To develop collaborations with different travel agency and tourism departments for promoting Tourism and Hospitality Industry.

Scope

The different verticals of associations in Tourism and Hospitality are:-

1. Conducting guest lectures, seminars, and workshops on collaborative basis in alliance with hotel officials and of GNDU Faculty.
2. Hotel Holiday Inn can conduct site tours at their hotels for the students for better understanding of the business in terms of layout and functioning, while department heads can help the students by sharing their personal work/ industry experience.
3. Hotel Holiday Inn can provide On the Job Training or Internship Programme with suitable stipend and certificates to BHMCT students in their hotels, during their summer internships as well as six-month internship programs cum project report as specific to curriculum.
4. GNDU can provide Hotel Holiday Inn with trained manpower for their hotels as and when required and be part of placement drives for offering Placement opportunities for students of BHMCT on the basis of their merit and performance.

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General Manager
Hotel Holiday Inn, Amritsar

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Registrar
Guru Nanak Dev University, Amritsar

C: Mode of Operation:

Both parties will provide necessary support for effective implementation of the MOU within the institutional rules and procedures

1. This MOU shall be effective from the date it is signed by both the Parties.
2. Within the broad frame work of the MOU, **Hotel Holiday Inn** and **GNDU** can develop joint research, academic or, exchanges, development of facilities, etc.
3. Any financial commitment for joint activities under this MOU shall be subject to the approval by the competent authority of the respective organizations.
4. The activities under this MOU shall be coordinated, monitored and recorded by an Internal Coordination Committee constituted of members nominated by both parties; each organization will appoint an internal coordinator who will organize joint meetings at regular intervals at mutually agreed locations and maintain records of agreements, work plan and progress.
5. The Internal Coordination Committee will formulate action plans at its meetings and communicate for information and necessary approvals by the concerned authorities
6. The mode and quantum of resource sharing will be decided based on recommendation of the Internal Coordination Committee on the case to case basis, **subject to approval of competent authority as required.**

D: Obligations of the Parties

1. In accordance with the clause C-4 as above, Chairman (BHMCT) will be the Internal Coordinator from GNDU Amritsar, whereas, Promoter, Mr. Niraj Sinha, General Manager, Amritsar or a person nominated by the ownership, will be the Internal Coordinator from Hotel Holiday Inn, Amritsar.

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General Manager
Hotel Holiday Inn, Amritsar

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Registrar
Guru Nanak Dev University, Amritsar

2. Each party shall nominate Seven members to the Internal Coordination Committee within 15 days of signing the MOU.
3. Each Party shall provide all necessary support at its disposal and as allowed by its institutional Rules, for implementing this MOU effectively.
4. The Parties shall share knowledge and facilities within the institutional Rules of each Party, to:
 - (a) Provide access to libraries, archives, research laboratories and other facilities;
 - (b) Provide access to high-end instruments and equipments as mutually agreed;
 - (c) Share knowledge/ information as necessary and feasible.and
 - (d) No financial commitment from either Organization shall be assumed unless a formal approval/acceptance to that effect has been accorded through signed documents by both the Organizations.

E: Duration and Termination

1. This MOU shall remain in force for a period of Five years from the date of signing of this agreement. However, where after, it may be ***automatically renewed for an extended period for Four years subsequently overtime unless any of the parties seek termination in writing.***
2. This MOU may be terminated with at least three months' notice given in writing and with the written consent of the Heads of the two organizations.
3. Upon termination of this MOU between the participating components, the parties (Hotel Holiday Inn & GNDU) will be indemnified from any third-party agreements/ obligation including but not limited to claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses.

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General Manager
Hotel Holiday Inn, Amritsar

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Registrar
Guru Nanak Dev University, Amritsar

Data Sharing and Intellectual Property Rights

1. No rights in Industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) owned by the **Parties** on the date of signature of this MOU and independently developed on their part are here by granted by the owning **Party** to the other **Party**, nor shall any such rights be deemed to be granted except specified by the owning **Party** in writing.
2. The Intellectual Property Rights in respect of joint project will be decided on case-to-case basis.
3. Sharing of any data generated (either observational or computational) under the aegis of this MOU shall be as per the provisions of the specific projects/programmes.
4. Each Party shall duly acknowledge the contribution/involvement of the other Party in a given activity in its bulletins/publications/media release/outreach and any other official communication.
5. Every member of both Parties in any activity under the aegis of this MOU shall abide by the prevailing policies of Govt. of India with respect to classified information/data. During the tenure of this MOU including extension, if any and for **Five years** thereafter, **Parties** undertake on their behalf and on behalf of their employees or representatives or associates to maintain confidentiality and prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of MOU.

GENERAL PROVISIONS

1. Neither **Party** shall assign, or in any manner, transfer its interest or any part thereof in this MOU, except to wholly owned subsidiaries and agreed explicitly to that effect in writing. This MOU shall be binding on and inure to the benefit of the **Parties** hereto and their respective heirs, personal representatives, successors and assignees; and,
2. This MOU constitutes the entire understanding between the **Parties** relating to the subject matter hereof and supersedes and cancels any and all previous or collateral MOUs, negotiations, commitments, representations or

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General Manager
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understandings between the **Parties** with respect to this MOU, and the subject matter hereof. If any of the provisions of this MOU are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this MOU shall not render any other portion invalid; and,

3. No amendments or modifications of this MOU shall be valid unless they are made in writing by both the **Parties** or their authorized representatives and specifically stating the same to be an amendment of this MOU. The modifications/changes shall be effective from the date on which they are made or executed unless otherwise agreed to; and,
4. This MOU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the **Parties** shall be only those expressly set forth herein. Nothing in this MOU shall be construed to grant either **Party** the right to make commitments of any kind for or on behalf of the other without the other's prior written consent.

H: FORCE MAJEURE

Neither **Parties** shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the Force Majeure events such as, but not limited to, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, Riots, Civil commotions etc. provided on the occurrence and cessation of any such event the **Party** affected thereby shall give a notice in writing to the other **Party** within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond 6 (six) months, the **Parties** shall jointly decide about the future course of action.


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General Manager
Hotel Holiday Inn, Amritsar


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Registrar
Guru Nanak Dev University, Amritsar


I: GOVERNING LAWS AND DISPUTES RESOLUTION

1. This MOU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
2. This MOU is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programmes and faculty and students exchange. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this MOU shall be resolved by the Executive Heads of the two organizations or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships.
3. Any unresolved dispute, shall be **referred to Vice-Chancellor, GNDU Amritsar**, and **CEO of Hotel Holiday Inn**, Amritsar and an independent arbitrator involved with mutual consent in accordance with **Arbitration and Conciliation Act, 1996** and rules framed thereof. Arbitration shall be conducted at Amritsar in English. The decision of arbitrators shall be final and binding on both the parties.
4. Each clause of this MOU is severable and if one clause is rendered illegal or is severed, it will not render the whole MOU illegal and all clauses except severed clause shall be valid & binding between two parties.

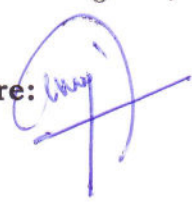
J: SEAL OF THE PARTIES

In witness whereof, the **PARTIES** represented by their authorized representatives, set forth their hands on this the day, month and year first stated above, agreed and accepted this **MOU** to be signed in the presence of the following witnesses:

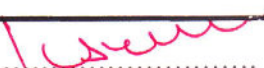
IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.


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General Manager
Hotel Holiday Inn, Amritsar


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Registrar
Guru Nanak Dev University, Amritsar

For and on Behalf of Guru Nanak Dev University, Amritsar	For and on Behalf of Hotel Holiday Inn, Amritsar
1. Registrar, Guru Nanak Dev University, Amritsar Signature:  Name: Registrar, Guru Nanak Dev University, Amritsar. Seal:	2. General Manager, Hotel Holiday Inn, Amritsar Signature:  Name: Seal:
Witnesses (Name & Signature): 1.  2. Balwinder Singh	Witnesses (Name & Signature): 1. Anant Kumar Anand  2. Pushpendra Chauray 


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General Manager
Hotel Holiday Inn, Amritsar


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Registrar
Guru Nanak Dev University, Amritsar

Registrar,
Guru Nanak Dev University,
Amritsar.