



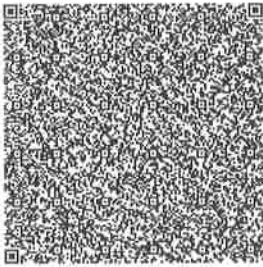
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Memorandum of Understanding

This Memorandum of Understanding (MoU) made at New Delhi on 17th day of April, 2018 by and between

India Tourism Development Corporation (ITDC), a Government of India Undertaking with Headquarters registered at New Delhi hereinafter referred to as **ITDC** which expression shall unless repugnant to the context or meaning, thereof mean and include its administrators, assigns, successors in interest, etc., of the First Part;

and

Jamia Millia Islamia, a Central University, created by an Act of Parliament and located at Maulana Mohammad Ali Jauhar Marg, Jamia Nagar, New Delhi 110025, hereinafter referred to as **JMI** which expression shall unless repugnant to the context or meaning, thereof mean and include its administrators, assigns, successors in interest, etc., of the Second Part;

ITDC and **JMI** shall be hereinafter collectively being referred to as the “parties” and individually as a “party”.

WHEREAS ITDC came into existence in October 1966 and has been the prime mover in the progressive development, promotion and expansion of tourism in the country. The Corporation (ITDC) is running hotels, restaurants at various places for tourists, besides providing transport facilities. In addition, the Corporation is engaged in production, distribution and sale of tourist publicity literature and providing entertainment and duty-free shopping facilities to the tourists. The Corporation has diversified into new avenues/innovative services like Full-Fledged Money Changer (FFMC) services, engineering related consultancy services etc.

Human Resource Development Division, India Tourism Development Corporation has an ISO 9001 - 2015 certified Ashok Institute of Hospitality & Tourism Management providing quality hospitality training skills according to the Industry requirements. Set-up in 1971 as an in-house training centre of the organisation now progressing towards its goal to be a quality education provider in the field of tourism and hospitality. The centre possesses requisite expertise in these fields. The Ashok Institute of Hospitality and Tourism Management (AIHTM) of the Corporation impart training and education in the field of tourism and hospitality.

WHEREAS, Jamia Millia Islamia (JMI) is a Central University in Delhi. It was established during British rule in 1920. It became a Central University by an act of the Indian Parliament in 1988. The story of its growth from a small institution in the pre-independence India to a central university located in New Delhi—offering integrated education from nursery to research in specialized areas—is a saga of dedication, conviction and vision of a people who worked against all odds and saw it growing step by step. It offers various undergraduate and postgraduate courses. Apart from this, the Jamia has a campus wide network which connects a large number of its departments and offices.



The Department of Tourism, Hotel, Hospitality, and Heritage Studies (DTHHHS) of the university is a part of the Faculty of Humanities and Languages of the University. The Department offers professional certificate, diploma and degree programmes at undergraduate, postgraduate and doctoral levels in tourism, hospitality and allied areas.

WHEREAS ITDC and JMI have resolved to deploy these skills and their network of relationships towards capacity building in tourism, hospitality and allied sectors, as well as knowledge based initiatives in India and internationally.

WHEREAS ITDC and JMI are desirous of executing a Memorandum of Understanding, with a view to record the broad terms and conditions mutually agreed to, by and between them.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. TERMS

Unless otherwise terminated as herein contained, the term of this MOU shall be for an initial period of five (05) years from the date of signing of this MoU, extendable upon mutual consent of the parties.

2. SCOPE OF STRATEGIC ALLIANCE

The MoU will concern activities with regard to capacity building, project development assignments, and knowledge based initiatives in India and internationally, in tourism and hospitality sectors and other integrated socio-economic development domains.

2.1 That both parties agree to jointly offer following programmes on a self-financing basis.

2.1.1 Three-year Bachelors of Vocation (B.Voc) in Food Production

2.1.1.1 The B Voc programme will have multiple exit and entry points. First, on the completion of the first- two semesters (NSQF - Level 5) and second, on completion of first -four semesters (NSQF-Level 6).

2.1.1.2 If a candidate exits after level 5 s/he will be awarded a Diploma in Food Production.

2.1.1.3 If a candidate exits after level 6 s/he will be awarded an Advanced Diploma in Food Production.

2.1.2 One year only **Diploma in Hospitality** (One-semester coursework and one semester internship)

2.1.3 Programmes will be offered as per the rules and ordinances of the University

2.2.4 Initially, admission will be offered for 60 seats each in B.Voc and Diploma in Hospitality Programmes. The intake can be increased or decreased in future on the recommendations of the Coordination Committee. Lateral entry to Level 6 and 7 of the B.Voc programme will also be considered.



2.2 There will be a Coordination Committee (hereinafter referred to as CC) comprising of the representatives of ITDC and JMI. The terms of reference for the committee will be to design, deliver and monitor the above programmes in accordance with the statutory requirements of JMI. The Coordination Committee will have four members – two each from ITDC and JMI. The Head of DTHHHS will be the Convenor of this Committee. The Vice Chancellor of JMI shall nominate another member from JMI to this committee. The Director (C&M), ITDC will nominate two members to the Coordination Committee to represent ITDC. The Coordination Committee will meet frequently to monitor and review the mechanism.

2.2.1 The academic recommendations of the Coordination Committee will be placed before the BoS for onward recommendations to the concerned university bodies.

2.3 Responsibilities of ITDC

2.3.1 ITDC will be the industry partner for delivery of these programmes.

2.3.2 ITDC will conduct the in-house teaching and training at their premises/ campus/ venue.

2.3.3 ITDC will organise practical trainings and internships for the enrolled students.

2.3.4 Both the parties i.e.ITDC & JMI will help placement of students.

2.3.5 ITDC will nominate an invited member to the concerned BoS of the Department of Tourism, Hotel, Hospitality and Heritage Studies.

2.4 Responsibilities of JMI

2.4.1 JMI will conduct admission test for admission to these programmes.

2.4.2 JMI will enrol the students admitted to these programmes. The students so admitted would report to ITDC for the programme.

2.4.3 JMI will approve the courses and curriculum as per its ordinances and through its statutory bodies.

2.4.4 JMI will organise evaluation of the enrolled students and facilitate evaluation including skills' evaluation and certification through Tourism and Hospitality Skill Sector (THSC).

2.4.5 JMI will also award degrees and diplomas to the qualifying candidates.

2.4.6 JMI, at its discretion will nominate its observer to monitor the academic and examination work related to these programmes at ITDC premises.

2.5 Joint responsibilities

2.5.1 Both ITDC and JMI will promote the programmes through their websites and other means.

2.5.2 Both ITDC and JMI will strive to maintain quality of academics and training.

2.5.3 There will be exchange of students for specialized training / field visits and exchange of faculty for research and training orientation between the two organizations.



2.6 Fee collection and distribution

2.6.1 Entire fees will be collected by JMI. The fees will be collected semester wise wherein 50% of the total fee would be paid in a given semester.

2.6.2 Fees collected will have three components

2.6.2.1 The **tuition fees** for B. Voc. Programme and Diploma in Hospitality will be divided into two equal parts. Initially, the tuition fee for B.Voc programme is pegged at Rs. 90,000/- in total. The **tuition fee for Diploma in Hospitality** is pegged at Rs. 60,000/- in total.

The said ITDC's share to tuition fee for course/diploma shall be payable by JMI to ITDC, semester-wise, within one month from the date of commencement of each semester.

- a) 85% of the tuition fees (paid component) will be given to the ITDC for the delivery of the course.
- b) 15% of the tuition fees will be payable to the Deposit Fund of the Department of Tourism, Hotel, Hospitality, and Heritage Studies, Jamia Millia Islamia.

2.6.2.2 The **university fees/overheads** (non-tuition component) will be payable in consonance with the fee-structure of similar academic programmes in the Faculty of Humanities and Languages.

2.6.2.3 The **THSC evaluation and certification fees** which will be transferred to THSC for evaluation and certification which will be paid by the students.

3. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITIES

The above mentioned joint programmes offered by ITDC and JMI shall not in any manner infringe the intellectual property right of any third party. Further both the parties shall ensure that the Intellectual Property of the parties shared with each other is not infringed by them. ITDC will ensure that the inventories, developments, innovations produced by JMI are protected and owned by JMI and vice-versa, unless it is expressly assigned to ITDC under a separate agreement. Further, each party indemnifies the other party of acts and incidents that occur on their premise under their jurisdiction.

4. RELATED DOCUMENTS

The MoU shall constitute the main working document for relationship between ITDC and JMI. The parties agree to enter into a definitive agreement from time to time for provision of any specific programme or services which will provide for rights and obligations of the parties for the particular project/ mandate/assignment.

5. FORCE MAJEURE/ ACTS OF GOD

This MoU is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the control and power of contracting parties, such as acts of God, civil commotion, riots, war, hacking, unauthorized access, spam, which may result in the vagaries of the general financial markets, extremist action and government/ regulatory/ statutory restrictions.



6. CONFIDENTIALITY

Neither party shall be entitled to use either party's trademark/logo without the prior written approval of the other party. The parties also agree that any developmental activities taking effect as a result of MoU should only be implemented on mutual consent of both the contracting parties.

ITDC and JMI agree that they shall not, at any time or under any circumstances, without the prior written consent of the other party, directly or indirectly communicate or disclose to any person confidential information of the other party or the existence and terms of this MoU (other than their employees, agents, advisors, auditors and representatives). However, such obligation shall not apply in the following eventualities.

- (a) Information already in the possession of a party;
- (b) Information which is or becomes generally available to the public
- (c) Information that is independently developed by the party;
- (d) Information disclosed to a party by a third party who is not subject to any confidentiality restriction.
- (e) Information that is required to be disclosed by law or under court order or by the applicable regulations or policies of any regulatory/statutory agency of competent jurisdiction or any stock exchange.

The parties also agree that, subject to the aforesaid clause, they will, wherever legally permissible, inform each other prior to releasing any press statements or other publicity regarding the MoU or the transactions contemplated by this MoU.

Both parties agree and bind themselves to the fact that all or any of the information, which is property of the other party, shall be treated as confidential and no party shall disclose the said information without the prior approval of other in writing.

The provisions of this Clause herein above pertaining to the said confidential information shall survive the termination of the MoU for a period of 1 year from the date of such termination.

7. COMPENSATION

Unless otherwise agreed upon, neither party shall be under an obligation to compensate the other for any work undertaken or for any expenses incurred in relation to this MoU or in connection with any negotiations or activities prior to entering into legally binding definitive agreements and all such costs and expenses shall be borne by the respective party incurring them.

On a project-specific basis, ITDC and JMI will work towards developing appropriate fee sharing mechanisms on capacity building/ training assignments jointly undertaken.



8. AMENDMENTS AND WAIVERS

No amendment in this MoU shall be valid or binding unless set forth in writing and duly executed by the parties to this MoU. No waiver of any breach of any provision of this MoU shall be effective or binding unless made in writing and signed by the party purporting to give such waiver and unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

9. TERMINATION

Both Parties confirm that they are competent to enter into such a MoU under their respective laws of Corporate/States/Country. This MoU shall be effective as on the date of execution and shall continue in full force unless terminated.

Either Party may terminate this MoU on the happening of the following events:

- i) Due to breach of terms agreed to in this MoU by other party. However, the party aggrieved by the breach shall give written notice to other party to this MoU indicating that the MoU shall be terminated not earlier than 30 days from the date of the receipt of the notice if the breach is not cured.
- ii) Without breach by giving 60 days' notice in writing to the other party
- iii) In the event of any party going into liquidation/ bankruptcy/ winding up or such similar events, the MoU shall stand terminated with immediate effect.
- iv) The three years B. Voc. Programme will be an ongoing programme and can be terminated by either party by giving one year's advance notice. However entire duration of the programme for the enrolled students for 3 year B.Voc programme and one year diploma will be completed thereby not disrupting their admission and teaching/learning schedule.

10. EXCLUSIVITY

This Agreement shall be on a non - exclusive basis, provided that ITDC or JMI shall not enter into any agreement for availing same services agreed herein with any other third party.

11. INDEMNITY

Both parties agree to indemnify and keep indemnified individually, fully and promptly, the other party and/or its employees from and against all costs, claims, demands, liabilities, expenses, direct damages or losses arising out of or in connection with the indemnifying party's breach or gross negligence or wilful default of the terms of this MoU and its annexes or arising as a result of breach of confidentiality and intellectual property provisions of this MoU. Indirect damages such as but not limited to loss of contracts are excluded from this liability. Liability for damages occurred for reasons other than those mentioned in this clause are excluded.



12. DISPUTE RESOLUTION

In the unlikely case of differences/disputes arising out of this MoU, the parties agree to find an amicable solution within 30 days of the date of dispute failing which, the difference or dispute shall be referred to arbitration and the arbitration shall be conducted by a sole arbitrator appointed jointly by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended. The language of arbitration shall be in English and venue shall be New Delhi, Delhi.

13. SEVERABILITY

If any provision of this MoU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this MoU and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law. The parties to this MoU will undertake all necessary steps and actions to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

14. STATUTORY COMPLIANCES

ITDC and JMI agree that all services rendered and operations conducted pursuant to this MoU shall be in compliance with all legislations, statutes, ordinances, regulations, administrative rulings or requirements of law.

15. MODIFICATION

The parties to this MoU may, by mutual consent, add modify, amend, delete, review or revise any term (s) and condition (s) of this Agreement, provided that any such modification, amendment, deletion, review or revision shall be carried out in writing.

16. NOTICES

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if provided in English language and delivered personally or if transmitted by fax or other form of recorded communication tested prior to transmission to such party.

In the case of notice to, ITDC at:

The Director (C&M)

ITDC, Scope Complex, Core-8, 6th Floor

7- Lodhi Road, New Delhi-110003

Phone Nos.: +91-11-01124360431; Fax No. - +91-11-24360233

Email: piyushtiwari1965@gmail.com



In case of a notice to, JMI at:

The Registrar
Jamia Millia Islamia
Mohammad Ali Jauhar Marg
Jamia Nagar
New Delhi 110025
Phone No. : +91-11 -26980337 (Direct No.)
Email: registrar@jmi.ac.in

17. ASSIGNMENT

Neither party may assign or otherwise transfer this MoU, in whole or in part, without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This MoU will be binding upon the parties' respective successors and permitted assigns.

18. BINDING OBLIGATIONS

This MoU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding general areas of cooperation. Nothing mentioned in this MoU shall deem to constitute partnership between the signing Universities appointing one party as an agent of the other.

19. RATIFICATION

This MOU shall require the ratification of the competent academic / executive body of both the parties.

20. REPRESENTATION AND WARRANTIES

Each party represents and warrants to the other party as of the date of the execution of this MoU, that:

- i. It has all requisite power and authority to execute, deliver and perform this MoU and the terms and conditions contained herein.
- ii. This MoU has been validly executed and delivered and constitutes a legal, valid and binding obligation of such party.
- iii. The execution, delivery and performance of this MoU does not in any way conflict or violate any provision of law, rule, judgment, order or any other contract applicable to such party.
- iv. It has no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede its ability and right to enter into this MoU or fulfil any and all of its obligations hereunder, or to conduct the business contemplated hereby.



- v. It is not subject to any existing, pending or threatened litigation or other proceeding which could have a material adverse effect on its ability to fulfil its undertakings and obligations in terms of this MoU.
- vi. The above representations and warranties shall be continuing and deemed to be repeated as long as this MOU is in force.

21. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by laws of India and subject to the provisions of clause 15 above, courts of New Delhi shall have the exclusive jurisdiction to try any dispute arising under this MoU.

Signed by authorized signatories of parties.

A.P. Siddiqui, IPS
Registrar
Jamia Millia Islamia
New Delhi

Piyush Tiwari
Director, Commercial & Marketing
Indian Tourism Development Corporation
New Delhi

Dated: 17.04.2018

Dated: 17.04.2018

Witnesses

1)

(Prof. Shahid Anwar, PVC)

2)

(Prof. Nimit Ranjan Choudhary
HOD, DTHHS)

1)

Susha Chawla
General Manager

2)

Dinesh
DGM