

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**Sheila Raheja Hotel and Catering School**

**(SRIHM)**

**&**

**Ramada Plaza Palm Grove**

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,  
PLACEMENT, R&D SERVICES AND RELATED SERVICES**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the “MOU”) is entered into on this the **3<sup>rd</sup> day of January, 2014** for period commencing from **JANUARY 03, 2014 to January 02, 2019.**

**SHEILA RAHEJA HOTEL AND CATERING SCHOOL, 9SRIHMO LOCATED AT RAHEJA EDUCATION COMPLEX, KHER NAGAR, OPP. CHHATRAPATI SHIVAJI GROUND, BANDRA (EAST), MUMBAI- 400 051 FIRST PARTY** represented herein by its Principal Mr. B.P.Sahni (hereinafter referred as “First Party”, the Institution which expression, unless excluded by a repugnant to the subject or context shall include its successors – in-office, administrators and assigns)

**AND**

**RAMADA PLAZA PALMGROVE, JUHU BEACH, MUMBAI-400049 THE SECOND PARTY**, and represented herein by General Manager Mr. Randhir S Tanwar (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’) as

### WHEREAS

A) First Party is a Higher Educational Institution named:

**SHEILA RAHEJA HOTEL AND CATERING SCHOOL (SRIHM)**

B) The First party and Second party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

C) The parties intend to cooperate and focus their efforts on cooperation within the area of skilled based training, education and research.

D) Both parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

E) **RAMADA PLAZA PALMGROVE**, The second party is engaged in the business of Hospitality Services, Skilled Development, Training and R&D Services.

**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 entitled by common interest and objectives, and they shall establish channels of communication and cooperation 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 The First Party and Second Party cooperation will facilitate effective utilisation of the intellectual capabilities of the Professors of the First Party providing significant inputs to them in developing teaching/training systems, keeping in mind the needs of the industry.
- 1.3 The general terms of cooperation 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 and prior understanding between the parties on the subject matter hereof.

**Clause 2**

**SCOPE OF THE MOU**

2.1 The budding graduates from the Institution can play a key role in technological up-gradation, innovation and competitiveness of an industry. Both Parties believe that close cooperation between the two shall 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 to suitably customise the curriculum so that the student fit into the industrial scenario meaningfully.

2.3 Industrial Training and Visits: the Second Party will give an insight into the



exposure provided to the Students and Professors through this associations will built confidence and prepare the Students to have a smooth transition from academics to a working career. The Second Party shall provide its Restaurants, Kitchens and other operational areas for the hands-on training of learners enrolled with the First Party.

2.4 Research and Development: Both parties have agreed to carry out joint research activities in the fields of Hospitality Management and Operations.

2.5 Skilled Development Programme: The Second Party shall train the students of the First Party on emerging technologies and trends in the field of hospitality in order to breach the required/acquired skill gap and make them industry prepared.

2.6 Guest Lectures: The Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.

2.7 Faculty Development Programmes: The Second Party shall train the Professors of the First Party for imparting training as per the required industrial norms.

2.8 Placement of trained students: The Second Party will actively help the delivery of the training and placement of students of the First Party into Internships/Jobs. The Second Party may absorb the trained students as per their requirement.

2.9 Both Parties shall obtain all internal approvals, consents, permissions and licences of whatsoever nature required for offering the programmes on the terms specified herein.

2.10 There is no financial commitment on the part of **SHEILA RAHEJA HOTEL AND CATERING SCHOOL (SRIHM)**, the First Party to take up any programme mentioned in the MOU if there is any financial considerations, and it shall be dealt with separately.

### **Clause 3**

#### **INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implications, estoppels or otherwise, create in either party any right, title, interest or licence in or to the intellectual property (including but not limited to know-how, inventions, contents, copyrights 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

Training Partner or, the Second Party after termination of this Agreement by the way of communications, 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

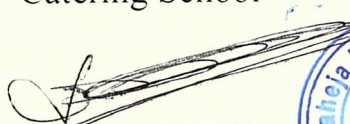
### RELATIONSHIPS BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent entities and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorised to use the other Party's name in anyway, 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 of difference derived from the interpretation or application of the MOU shall be governed by Indian Law subject to the jurisdiction of Mumbai Courts.


#### AGREED:

For Sheila Raheja Hotel and Catering School

  
Mr. B.P. Sahni  
PRINCIPAL



For Ramada Plaza Palm Grove

  
Mr. Randhir S. Taiwar  
GENERAL MANAGER



<b>Name of the Institution</b> Sheila Raheja Hotel and Catering School	<b>Name of the Industry</b> Ramada Plaza Palm Grove
<b>Address:</b> Raheja Education Complex, Kher Nagar, Opp. Chhatrapati Shivaji Ground, Bandra (East), Mumbai 400 051	<b>Address:</b> Juhu Beach, Mumbai -400049
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