

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
DEEN DAYAL UPADHYAYA GORAKHPUR UNIVERSITY,
GORAKHPUR, UTTAR PRADESH



AND
COURTYARD BY MARRIOTT
GORAKHPUR, UTTAR PRADESH

COURTYARD[®]
BY MARRIOTT

FOR
INDUSTRIAL EXPOSURE TRAINING PROGRAM
AND
PLACEMENT RELATED SERVICES

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered at **Courtyard by Marriott, Gorakhpur** on the **02nd May, 2024**.

Between

Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur, the first party represented herein by its **Vice- Chancellor**.

And

The Courtyard by Marriott, Gorakhpur, the second party represented herein by its **General Manager**.

Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur and **Courtyard by Marriott, Gorakhpur** individually referred to herein as a 'Party' and collectively 'Parties'.

A: Broad Objectives and Scope

Objectives

1. To create a strong connection between **Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur** and **Courtyard by Marriott, Gorakhpur**.
2. The current agreement seeks to establish strong cooperation between **Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur** and **Courtyard by Marriott, Gorakhpur** for long term partnership and to develop synergetic collaboration in resource sharing and knowledge sharing activities in hospitality sector.
3. To develop academic programs and share expertise in training and other academic events through joint organizations of events.

4. To impart a real feel of the working environment in the premises of the hotel for the students of **Hotel management & Catering Technology, Deen Dayal Upadhyaya Gorakhpur University**.

Scope

1. **Courtyard by Marriott, Gorakhpur** can conduct industrial visit at their hotel for the students of **Hotel management & Catering Technology** in **Deen Dayal Upadhyaya Gorakhpur University** for better understanding of the business in terms of layout and functioning, while heads can help the student by sharing their personal work/industry experiences.
2. **Courtyard by Marriott, Gorakhpur** can provide Industrial Training/On the Job Training or Internship programs with suitable stipend and certificates to students of **Hotel management & Catering Technology, Deen Dayal Upadhyaya Gorakhpur University** in their hotel during their 10 weeks vocational training as well as six-month On Job Training program cum project report as specific to curriculum. Training will be imparted as per industry norms and standard in all four operational departments like Food and beverage Service, Front Office, Housekeeping and Culinary Science.
3. **Deen Dayal Upadhyaya Gorakhpur University** can provide **Courtyard by Marriott, Gorakhpur** with trained manpower for their hotels as per curriculum and be part of the Campus Placement Drives for offering placement opportunities for students of **Hotel management & Catering Technology, Deen Dayal Upadhyaya Gorakhpur University** on the basis of their merit and performance.

B: 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. The activities under the **MOU** shall be coordinated, monitored and recorded by the Dean, Faculty of Commerce, Coordinator and Co-coordinator of Hotel management and Catering Technology, Deen Dayal Upadhyaya Gorakhpur University and the General Manager of the hotel and organize joint meetings at regular intervals at mutually agreed locations and maintain records of the agreements, work plan and progress.
3. Each party shall provide all necessary support at its disposal and as allowed by its University rules for implementing this **MOU** effectively.
4. **Courtyard by Marriott, Gorakhpur** must seek **NO OBJECTION CERTIFICATE (NOC)** from **Hotel Management & Catering Technology, Deen Dayal Upadhyaya Gorakhpur University**, if any student from the same organization is willing to do any sort of internship/training/job voluntarily.

C: Duration and Termination

1. This MOU shall remain enforce for a period of three years from the date of signing of agreement. However, where after, it may automatically renew for an extended period of three years subsequently overtime unless any of the parties seeks any termination in writing.
2. The MOU may be terminated with at least three months' notice given in writing and with the written consent of the Heads of the Organizations.
3. Upon termination of this MOU between the participating components, the parties (Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur and Courtyard by Marriott, Gorakhpur) will be indemnified from any third-party agreements/obligation but not limited to claims, liabilities, losses, damages, and expenses including reasonable attorney's fees and expenses.

D: General Provisions

1. Neither Party shall assign, nor in any manner, transfer 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 cancel any and all previous or collateral MOU's, negotiations, commitments, representatives or understanding between the parties with respect to this MOU, and the subject matter thereof.
3. No amendments of this MOU shall be valid unless they are made in writing by both the parties or their authorized representatives and specifically stating to be an amendment of this MOU. The amendments shall be effective from the date on which they are made or executed unless otherwise agreed to; and,
4. This MOU is intended to constitute, create, give effect to, or otherwise recognize a joint venture of the **Parties** shall be only those expressly set forth herein. Nothing in this MOU shall be constructed 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.

E: Governing Laws and Disputes Resolution



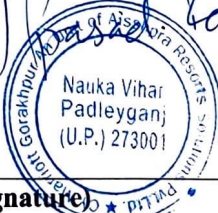
1. This MOU shall in all respects be governed by and constructed in all respects in accordance with the laws of the Republic of India.
2. This MOU is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programs and faculty-student 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 understanding 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 the consensus in the spirit of developing and strengthening the mutual relationships.

3. Any unresolved dispute shall be referred to **Vice-Chancellor, Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur** and **General Manager of Courtyard by Marriott, Gorakhpur**.
4. Each clause of this MOU is severable and if one clause is rendered illegal or is served, it will not render the whole MOU illegal and all clauses except severed shall be valid & binding between two parties.

F: 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 MOU to be signed in the presence of the following witnesses:

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

<p>For and on Behalf of Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur</p>	<p>For and on behalf of Courtyard by Marriott, Gorakhpur</p>
<p>1. Vice-Chancellor Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur</p> <p>Signature:  21/5/24</p> <p>Name: <i>Prof. Poonam Tandon</i></p> <p>Seal: Prof. Poonam Tandon Vice-Chancellor</p>	<p>2. General Manager Courtyard by Marriott, Gorakhpur</p> <p>Signature: </p> <p>Name: <i>Sanjay Singh</i></p> <p>Seal: </p>
<p>Witnesses (Name & Signature)</p> <p>1. <i>Shastri</i> <i>(S.V. Pathak)</i></p> <p>2. <i>Shastri</i></p>	<p>Witnesses (Name & Signature)</p> <p>1. <i>Pravini Mishra</i> <i>(General Manager)</i></p> <p>2. <i>Rana Kishor Singh</i></p>