

This Memorandum of Understanding made on and effective from the day of 1st February 2024

BETWEEN

V.M. SALGAOCAR INSTITUTE OF INTERNATIONAL HOSPITALITY EDUCATION, GOA a Private higher Educational Institution, **affiliated to Goa University** and herein after referred to as **INSTITUTE**

AND

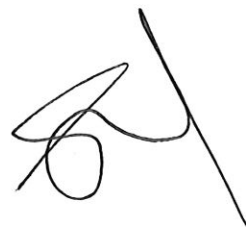
MARRIOTT HOTELS INDIA PVT. LTD., a company organized and validly existing under the laws of India with its registered office at 303 A, 304, Fulcrum, B-wing, Hiranandani Business Park, Sahar Road, Andheri (East), Mumbai 400 099, India, hereinafter referred collectively as **"MARRIOTT INDIA**.

OBJECTIVE

INSTITUTE and **MARRIOTT INDIA**, desiring to enhance educational opportunities for students and to promote mutually beneficial linkages, agree to the establishment of a partnership for students pursuing the diploma / degree in Hospitality Management on the terms set out below.

1. Background

- The parties have agreed to collaborate towards enhancing the learning experience of students studying Hospitality Management and therefore create a highly employable graduate.
- The purpose of the MOU is to define the basis on which scope of services offered will be articulated with the basic curriculum of the Institute in accordance with the University requirements.
- The parties agree that, except for Marriott Hotels India Pvt. Ltd. and its affiliates, a person who is not a party to this agreement shall not have any rights to enforce any term of this agreement.
- The provisions stated in this MOU are statements of intent only. This is not a binding agreement between the Parties (save for the confidentiality provisions below), and no such agreement establishing the binding obligations of the Parties and is approved by the relevant authorities of each Party.
- Marriott India is committed to outstanding corporate citizenship, diversity, inclusion, health and well-being, and Institute has no objection to Marriott India's Business Conduct Guide and both parties will comply with Business Conduct Guide when performing its obligations herein.



2. MARRIOTT INDIA'S ROLE AND DELIVERABLES

- **Own a Class:** MARRIOTT INDIA will own the 2nd and 3rd year class of students who are undergoing Bachelor & Diploma courses in Hospitality Management at INSTITUTE to provide mentorship, career guidance, guest lectures and assistance in project work to impart industry trends and enhance their learning experience.
- **Curriculum Design:** MARRIOTT INDIA will provide inputs to INSTITUTE in teaching / training methodology. **Industrial Training / Internship in India:** The students of INSTITUTE will be given first preference to be placed in Marriott managed Hotels in India for their Industrial Training Programs, subject to business exigencies. Certificate of Internship will be provided on successful completion of the internship.
- **Guest Lectures:** MARRIOTT INDIA to partner, on request, to extend the necessary support to deliver guest lectures to the students on current trends, assistance in student project work and provide mentorship / career guidance to the students. The frequency and outreach will be mutually decided between the parties.
- **Faculty Development Programs & Visits:** MARRIOTT INDIA will provide operational exposure to faculty members of INSTITUTE for their development and understanding of the latest and emerging technologies to bridge the gap between academia and industry practice.
- **Placement of Students in India:** Subject to business exigencies, MARRIOTT INDIA will extend first preference in recruitment to qualified students of INSTITUTE at any applicable existing opportunity in Marriott managed Hotels in India only.
- **Financial commitment:** There is no financial commitment on the part of INSTITUTE to take up any program mentioned in the MOU.
- **Evaluation/Field Assessment:** Marriott supervisor, in collaboration with the student, will complete and return a "Student Evaluation Report" to the Placement Manager/Coordinator appointed by INSTITUTE updating regarding the monthly performance and quality of service that the Student provided to the Marriott at the end of each month, or as agreed upon between the Parties.
- **Intellectual Property:** All intellectual property brought by Each Party to the training program contemplated under this MOU remains in the ownership of that Party. Use of logos, trademarks, service marks or other entity identification must be agreed in writing by Each Party. For avoidance of doubt, the INSTITUTE shall not use logos, trademarks, service marks or other identification of MARRIOTT INDIA, unless it is authorized in writing by representatives of Marriott India.
- **No assignment or subcontracting:** Both Parties acknowledges and agrees that Ownership of all Intellectual Property created, discovered, brought into existence or otherwise acquired by Either Party, as a result of, for the purposes of, or in connection with the Student placement/Internship program or this Agreement and all other rights in respect of such IP, shall vest exclusively in the designated Parties.



3. INSTITUTE'S ROLE AND DELIVERABLES

- **Selection of students:** INSTITUTE to oversee the applications and selection process of the students as per the University norms. The INSTITUTE shall on request, may seek assistance of MARRIOTT INDIA for selection of students.
- **Dedicated classroom:** INSTITUTE will provide a dedicated classroom for second / third year students, as a model for MARRIOTT INDIA with photos, logos, mission & vision statement, expansion of Marriott in India.
- **Collaterals and commercialization:** All material will be provided by MARRIOTT INDIA with photos, logos, mission & vision statement, expansion of Marriott in India to be displayed in the dedicated classroom at INSTITUTE.
- **Confidentiality and Non-Disclosure:** Both Parties shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, MARRIOTT INDIA during the period of the implementation of this MOU or any other agreements made pursuant to this MOU. All information disclosed to the INSTITUTE, other than that which is in the public domain, will be held confidentially and used only for the purpose expressed in the MOU. Such information shall not be revealed to third parties without the prior written consent of the MARRIOTT INDIA.

4. STUDENTS ROLES AND RESPONSIBILITIES

- Students are responsible to attend all normal curriculum classroom, practical training, projects, presentations relating to their diploma / degree program within the Institute as well as all guest lectures, internship and industrial trainings, projects, presentations, coaching workshops organized by MARRIOTT INDIA or as defined under the MOU. (Provided it does not clash with their approved study plan).
- The selected students will have to accept the internship / industrial training and placement at the Hotel and location allocated to them. This is for Marriott managed Hotels in India only.
- The selected students will have to accept the final placement offering them entry level positions or any applicable existing opportunities at the Hotel and location allocated to them. This is for Marriott managed Hotels in India only.
- Students will always have the responsibility to carry the good brand name of both INSTITUTE and MARRIOTT INDIA on and off campus. The students will be bound by the applicable policies and procedures of MARRIOTT INDIA during internship /placement.

5. PROGRAM MANAGEMENT AND QUALITY ASSURANCE

- Student applications will be administered by INSTITUTE as per the requirement of the board and university guidelines.



- The parties shall each nominate a person representing them to monitor implementation of the role and responsibilities defined in the MOU and to liaise for review the strategic direction of the collaborations.

6. DURATION AND TERMINATION OF THIS MOU

- The MOU shall commence on 01.01.2024 and continue for a period of 3 years unless terminated before that time in accordance with this clause. The parties may at any time by agreement in writing extend the duration of this Agreement.
- Either party may terminate this Agreement by giving to the other not less than 1 month notice in writing.
- Upon termination of this MOU each party shall cease using the name and/or logo of the other and parties undertake to discontinue use of the program materials.

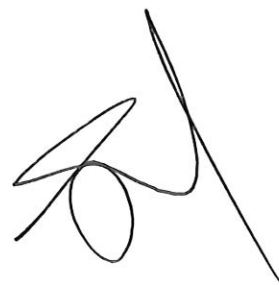
7. OTHERS

- Each Party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its participating students, respective officers, directors, employees, agents, members or, provided that such individuals are acting within the scope of their employment or agency, as applicable.
- Each Party agrees that any misconduct/ misbehavior /indiscipline by the participating students will only attract disciplinary action against the student in personal capacity, which may result in permanent debar from placement procedure. Under no circumstances, such event will result in the Termination of this MOU or any action against INSTITUTE.
- Where any unforeseen circumstances or causes beyond the control of MARRIOTT INDIA, cause or threaten major disruption to its operations or any provision of this Understanding by that party or otherwise make fulfillment of the Student Internship/ Placement difficult (including but not limited to industrial disputes or the implementation of any disaster plan), MARRIOTT INDIA must, at its earliest possible opportunity, notify the other of its intention to defer or cancel the Student Internship/ Placement.

8. DISPUTES

- The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this MOU. If the dispute cannot be resolved informally, it shall be referred to Director of INSTITUTE and Mr. Vinay Jaswal, VP HR Operations South Asia (APEC).
- The parties agree to co-operate in dealing with or defending any claim by a third party arising out of the operation of this MOU.

9. LAW AND JURISDICTION



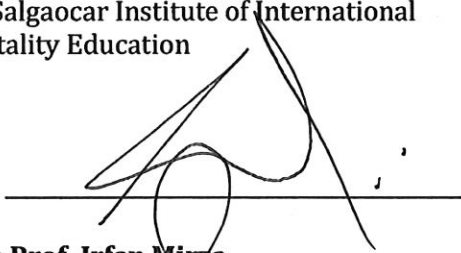
- This MOU shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the operation of this MOU shall be finally settled by arbitration upon terms mutually agreed on by both parties.

Execution

This Agreement was executed on the later of the two dates written below:

Signed by

V. M. Salgaocar Institute of International Hospitality Education



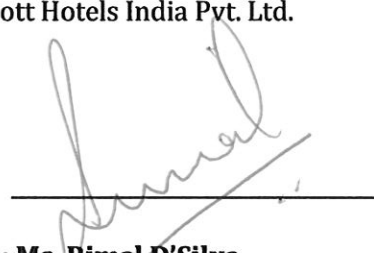
Name: **Prof. Irfan Mirza**

Position: **Director & Principal**

Date: 1st February 2024

Signed by

Marriott Hotels India Pvt. Ltd.



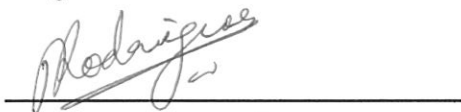
Name: **Ms. Rimal D'Silva**

Position: **Director of Human Resources, Projects - India**

Date: 1st February 2024

In the presence of:

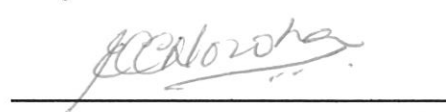
Witness Signature:



Name: **Junie Rodrigues**

Position: **Sr. R. & Placement Executive**

Witness Signature:



Name: **Edna Noronha**

Position: **Sr. Manager - Marketing & PR.**

