



हिमाचल प्रदेश HIMACHAL PRADESH

C 468546

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is by and between

BARBEQUE-NATION HOSPITALITY LIMITED, a company registered under the Companies Act, 1956, having its registered office at Unit No. 601 & 602, 6th Floor, Saket Callipolis, Marathahalli- Sarjapur Road, Doddakannelli, Bengaluru - 560035, Karnataka, India (hereinafter referred to as "BNHL") and **The Planet Skill Development Mission** (promoted by The Planet Education Society), Paonta Sahib, Corp Office-181/8 Kaushal- Bhawan, Paonta- Bangaran Road, Sirmaur, Himachal Pardesh- 173025 (hereinafter referred to as "Institute/College").

In this MOU, the BNHL and the Institute/College are collectively referred to as the **Parties** and individually as a **Party**.

WITNESSETH:

With a mutual interest in promoting Certificate Courses, BNHL and the Institute/College enter into this MOU to provide the Certificate Course specifically designed for the students/individuals who are interested in Food Production Operations and Service & Beverage Operations more particularly described in the MOU.

NOW THEREFORE, for the purpose of collaboration with the above certificate course and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:



1. SCOPE OF COLLABORATION

BNHL shall offer grand and Six (6) month's internship during the period of Certification as mentioned in this MOU for the students who will be enrolled for the Certification Course under this MOU.

2. CERTIFICATION COURSE

Certification Course shall be of 7.5 months Course in FOOD PRODUCTION OPERATIONS and SERVICE & BEVERAGE OPERATIONS as opted for by the students.

During the course, the students have to undergo 1.5 months theoretical classroom sessions in Food and Beverages Production/Service, Computer Application & Personality Development department provided by the Institute/College. Post completion of the theoretical class, the students will have to undergo 6 months mandatory internship in Food & Beverage Industry.

Upon, completion of the theoretical class and internship, students will be entitled to undertake the final assessment/ test for the final certification. After successful completion of the course, students will be given Certification and a job opportunity with BNHL.

3. TERM

The terms of the MOU shall be effective from 01st August 2022 and shall remain in force till 31st July 2024. It may be modified or extended by mutual written agreement by the Parties. This MOU may be terminated by either party upon three (3) months advance written notice. Either Party shall be responsible for Rights and obligations which have accrued before the date of termination.

4. GRAND

The Certificate Course fees for the students will be funded by BNHL. BNHL shall pay the Institute/College Certificate Course Fee on monthly pro-rata (actual attendance) basis in 6 instalments as below. The first instalment will commence after completion of 30 days of internship in BNHL. Fees will be paid to the Institute/College on 10th every month.

- 1.5 Months teaching with Hostel & Mess Facility – **INR/- 30,000 Lump Sum**

During six months of internship, each candidate will be paid Rs.3000/- (Rupees Three Thousand only) as monthly stipend with meal & accommodation. If the student fails to complete the internship with BNHL, he/she shall not be eligible for taking the test and shall not be awarded with the certificate. BNHL shall have no obligation whatsoever to fund for his/her course and the student will have to himself/herself take care of balance course fee.

5. OBLIGATIONS OF THE INSTITUTE/COLLEGE



The Institute/College will design, in cooperation with BNHL, and execute Certification Course as approved in this MOU.

Institute/College shall be responsible for collecting and reviewing student requests and applications for the Certification Course and formally enrolling qualified students to the Certification Course. Each student enrolled by the Institute/College will be expected to pass the eligibility criteria as mentioned in **Annexure A**.

The Institute/College shall maintain all books, documents, papers, accounting records and other evidences pertaining to the Certification Course under this MOU. This material will be made available for inspection by BNHL at all reasonable times in the office of the Institute/College during the period of the MOU and for 3 years after termination of the MOU. The Institute/College shall furnish copies of such records if requested by BNHLs.

The Institute/College shall facilitate/support to BNHL in entering into sponsorship agreement with the students/individuals who will enrol for the Certification Course.

The institute/college shall not enter into any MOU or Agreement with any other Company or competitors of BNHL for similar course during the term of the MOU.

6. CONFIDENTIALITY

Either Parties shall not make any verbal or written disclosure, including public announcement or press release about the subject matter hereof without the prior written consent of the other, except as may be required under applicable law and/or by any Governmental Authority.

7. INTELLECTUAL PROPERTY

The Parties agree to perform their respective responsibilities under this MOU in a manner that does not constitute an Infringement of any Intellectual Property Rights or other proprietary rights of each other, or of any third party. The Parties shall not at any time, whether during or after the expiry of the Term, be entitled to use any Intellectual Property owned by or associated with each other in any manner without prior written consent.

Nothing in this MOU shall be construed as a licence or permission to the other to use any Intellectual Property owned by or associated with the other.

8. FORCE-MAJEURE

Notwithstanding anything to the contrary contained in this MOU, neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this MOU arising due to a Force Majeure event. Force Majeure shall mean and include any event or combination of events or circumstances beyond the control of either Party.



13. REMEDIES

The right of any Party to exercise any particular remedy available under this MOU, at law or in equity, shall not preclude such Party from exercising any other remedy it might have pursuant to this MOU, in law or in equity. Each right and remedy specified in this MOU and each other right or remedy that may exist at law, in equity or otherwise upon breach of any provision in this MOU, shall be deemed distinct, separate and cumulative; and no right or remedy, whether exercised or not, shall be deemed to be in exclusion of any other unless otherwise expressly provided in this MOU.

14. COUNTERPARTS

This MOU may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties may enter into this MOU by signing any such counterpart.

15. ENTIRE AGREEMENT AND CONFLICT

This MOU, including its Exhibits, Schedules and Annexures, represents the entire agreement between the Parties with respect to the matters contemplated herein, and supersedes all prior discussions, negotiations and agreements between them, whether written or oral, t. The Exhibits, Schedules and Annexures to this MOU shall form an integral part of this MOU and shall have the same validity.

16. NOTICES

Any notice and other communications provided for in this MOU shall be in writing and shall be first transmitted by email and then confirmed by internationally recognised courier service or registered post, in the manner as elected by the Party giving such notice to the addresses mentioned above in this MOU.

All notices shall be deemed to have been validly given on (a) the date immediately after the date of valid transmission, if transmitted by email, or (b) the business date of receipt, if transmitted by courier or registered mail.

Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Party an intimation within seven (7) days of change of such address.



including acts of God (e.g. cyclones, typhoons, droughts, fires, earthquakes, lightning,) chemical contamination, pandemic, epidemic, explosions, accidents, terror activities, strikes, lock-outs or other labour disputes, including acts of war, armed conflict or act of foreign enemy, riots, civil insurrections, acts or campaigns of terrorism or sabotage, acts or omissions of any Governmental Authority, including such acts constituting any material change in the applicable law or any other act of similar nature.

9. RESERVATION OF RIGHTS

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this MOU shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this MOU shall not be construed as a waiver or acquiescence of any right under or arising out of this MOU or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this MOU.

10. SEVERABILITY

The Parties agree that the covenants, obligations and restrictions in this MOU are reasonable in all circumstances. If any provision of this MOU is held to be illegal, invalid, or unenforceable under any Applicable Law, (a) such provision shall be fully severable; (b) this MOU shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this MOU shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this MOU a legal, valid, and enforceable provision as similar in terms and effect to such illegal, invalid, or unenforceable provision as may be possible.

11. ASSIGNMENT

Neither Party shall be entitled to assign its rights under this MOU in favour of any person, other than as permitted under the terms of this MOU.

12. AMENDMENT

Any amendments to this agreement can be effective upon mutual consent of parties and recorded in writing.



IN WITNESS WHEREOF, the Parties hereto have duly executed this Deed on the date first above written.



For Barbeque-Nation Hospitality Limited

Naresh Kumar Jain

Mr: *General Manager - HR.*

For Institute/College

(Director)

Mr:

Designation:

Witnessed by:

1. Name:
Address:

2. Name:
Address: