

Memorandum of Understanding (MOU)

The memorandum of understanding (MOU) made on this.....day of 2024 between H.P. Tourism Development Corporation Ltd., having its registered office at Ritz, Annexe, Shimla - 171001, represented by its ————— hereinafter called the "First Party" (which terms shall unless exclude by or its repugnant to the context be deemed to include its heirs, representative, successors and assigns) of the other part and represented by its —————, hereinafter called "Second Party" (which term shall unless exclude by or its repugnant to the context be deemed to include its —————, or any other officer duly authorized in this behalf and shall include its successor and assignees) of the one part:

Whereas the Second party is operating **Educational Institute** at *N SCRIM Govt College Hamirpur* and desirous of availing facilities of the First Party. *headed by Dr. Pramod Pathak*

Whereas the First Party is operating hotels & restaurants and package tours (include Adventure Activities) hereby agrees to provide its facilities and services to the students, employees, officers and other people connected with the ——— run by the second party on special rates subject to the terms and conditions of this Memorandum of Understanding.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

The Memorandum of Understanding shall come into force w.e.f.....and shall expire on.....or any subsequent date as may be mutually agreed to. During the period of MOU:

- (a) The First party will provide its facilities and services to the students, employees, officers, parents of the students and guests of the second party on specific request from the second party issued through email or any other media to the concerned complex in charge on production of valid I-Card by the beneficiary at Hotel.
- (b) The First Party will allow special process, discounts to the students, employees, officers, parents of the students and guests of the second party as per the existing rates of accommodation on HPTDC online portal i.e. (www.hptdc.in) & F&B menu rates of concerned units.
- (c) The first party shall also allow discounts i.e. 20% on accommodation and 15% on food to second party on production of I-Card or authorization letter of the second party at billing counters.
- (d) Both Parties will allow display of its banners/standees and other publicity material at mutually agreed prominent places of premises of each party.
- (e) Both parties will allow each other to use their name and logo in their letter heads, office sign boards, other publicity/advertising and display materials.
- (f) The First party on request and mutually convenient schedule organize Himachal Food/Music Fest in premises of Second Party for promotion of tourism.
- (g) The Second party will be at liberty to sign similar agreement with other hotels/chains of hotels and the first party will also be free to tie up with more parties for promotion of its business.

- (h) This agreement may be terminated at any time by either party by giving three months notice without giving any reason to the other without prejudice to the rights and entitlements of the parties for the period prior to the termination of the agreement.
- (i) In case of default by any party at any time in observing or performing any of the terms and conditions of the agreement the same shall stand terminated.
- (j) All notices under this agreement shall be sufficient if sent by either party by registered post addressed to the party concerned.
- (k) Any dispute or difference between the parties here to arising out of or relating to this memorandum of understanding shall be referred for the sole arbitration of the arbitrator to be appointed by the Managing Director of HPIDC. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time. The decision of the Arbitrator shall be final and binding on the parties. Arbitration proceedings will take place only at Shimla.
- (l) This memorandum of understanding will be subject to the jurisdiction of courts at Shimla.
- (m) Force Majeure shall be limited to the following:
- i) Riots or civil commotion;
 - ii) Earthquake, floods, tempest, lightening or any other natural calamities.

- iii) Restrictions Imposed by the Government (Central or State) or other statutory bodies which prevent or delay rendering of service.
- iv) War hostilities.

In witness whereof the first party and second party have hereunto subscribe their hands on the.....day of....., 2024.

Witnesses:

Name and Signature
of the Parties

Dr. Anil Kapoor,
(DGM)

1.

1st Party

Name *[Signature]*
For & On Behalf of **Deputy General Manager**
Ritz **HTDC, Barog Kasauli**
Paonta Complex

2.

2nd Party *[Signature]*
Name _____
For & On Behalf of _____

