



**COURTYARD**  
BY MARRIOTT

Raipur

## MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Shri Davara University, Raipur, Chhattisgarh**

and

**Courtyard By Marriott, Raipur**

Agreed and executed on this 18<sup>th</sup> March 2025

**Shri Davara University**, Raipur having its Campus at Davara Educational Campus, NH 30, New, Atal Nagar- Nava Raipur, Raipur, Chhattisgarh, 493661 (here in after referred to as "University") represented by **Dr. Varun Ganjir**, COE (Controller of Examination), Shri Davara University, Raipur, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees.

AND

**Courtyard By Marriott**, Raipur, having its Hotel at NH-6, Labhandi, Opposite Indira Gandhi Agriculture University, Raipur, Chhattisgarh, 492012 (Herein after referred to as "Hotel") represented by **Mr. Ganeshan Maniyan**, General Manager, Courtyard By Marriott Raipur, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees.

Here in after individually referred to as **University** and **Hotel**, as it may be, and collectively referred to as the Parties.

### WHEREAS:

**The University is Shri Davara University, Raipur** has emerged as a center of excellence of higher education in Central India. Strategically located in the Smart City of New Raipur, this University has started carving a niche for itself in the education domain and is rising as a shining star on the horizon of quality education. It offers the programs of Higher and Professional Education (UG & PG) which are Department of Commerce & Management, Department of Science and Technology, Department of Arts & Humanities, Department of Library & Information Science, Department of Vocational Education in its campus located at Davara Educational Campus, NH 30, New, Atal Nagar- Nava Raipur, Raipur, Chhattisgarh, 493661.



**The Hotel is Courtyard by Marriott, Raipur**, located in the bustling capital city of Chhattisgarh, is a part of the Marriott Hotels Corporation, a globally recognized hospitality brand known for its upscale accommodations, exceptional service, and commitment to guest satisfaction. Courtyard By Marriott, Raipur offers a luxurious retreat for both business and leisure travelers. Boasting modern architecture and elegant design, the hotel features spacious rooms and suites, multiple dining options serving diverse cuisines, a fitness center, spa facilities, and a refreshing swimming pool. With its state-of-the-art meeting and event spaces, equipped with advanced technology and supported by professional staff, Courtyard By Marriott Raipur caters to the needs of business travelers. Whether guests are exploring the city's attractions or attending meetings, the hotel provides a seamless blend of luxury, comfort, and convenience, ensuring a memorable stay in Raipur.

**NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER**

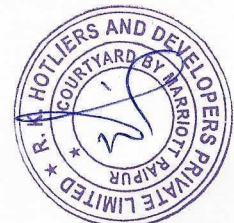
**ARTICLE I: Purpose and Objectives**

Both the Parties, by way of this MOU express their commitment to collaborate with each other to:

- i) Mobility programs: Internship, Study tour, Industrial Exposure Training, Practicals of Hotel Management courses.
- ii) Exchange of faculty and/ or staff members for research, discussion and giving lectures.
- iii) The University & The Hotel shall motivate and provide opportunities to the students to engage in activities and initiatives that they conceptualize.
- iv) The University will be the exclusive partner to provide skilled candidates in different areas of the hotel for employment.
- v) Both the Parties are desirous of promoting mutual cooperation and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.
- vi) Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, academic partnerships etc.
- vii) Any other activities considered by both Parties to be potentially beneficial.

**ARTICLE II: Financials**

Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case to case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.



### ARTICLE III: Coordination Between Facilitators

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

### ARTICLE IV: Intellectual Property Rights

Both the Parties shall:

- i) Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.
- ii) Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions researches and any outcomes resulting from joint activities undertaken under this MOU.

### ARTICLE V: Confidentiality

For the purposes of this MOU:

- i) either of the Parties who provides any sensitive or commercial information shall be referred to as '**Disclosing Party**' and
- ii) either of the Parties, receiving such information shall be referred to as '**Recipient Party**'.  
The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- i) is publicly available,
- ii) obtained by the other party from third parties without restrictions on disclosure,
- iii) independently developed by the other party without reference to confidential information, or
- iv) required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.



## ARTICLE VI: Indemnity

The University & The Hotel agrees to indemnify and hold harmless, its officers, employees and agents from all claims, liabilities and losses to the extent based on gross negligent acts or gross negligent omissions of The University & The Hotel, its officers, employees, and agents in the performance of this Agreement.

## ARTICLE VII: Force Majeure

If performance of this MOU or any obligation under this MOU is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or a pandemic. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed with the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

## ARTICLE VIII: Governing Law, Jurisdiction & Arbitration

- i) This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- ii) In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including. Language of Arbitration shall be English and place of Arbitration shall be Raipur, Chhattisgarh, India.
- iii) Subject to the Arbitration Clause, the Courts competent jurisdiction at Raipur shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

## ARTICLE IX: Miscellaneous

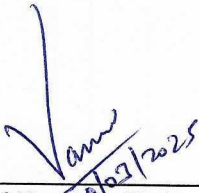
- i) This MOU can only be amended in writing by mutual consent of both the Parties.
- ii) This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of Three (03) years from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.
- iii) Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavors to fulfill their obligations and responsibilities for any ongoing program(s), project(s) or any endeavor(s) which has been initiated under this MOU.
- iv) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for

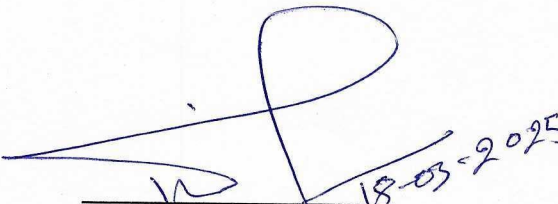


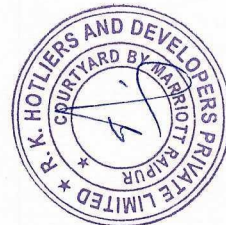
different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.


- v) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- vi) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

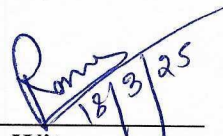
IN WITNESS WHEREOF the parties here to have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

  
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for, Shri Davara University, Raipur

  
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for, Courtyard By Marriott, Raipur



  
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Witness

  
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Witness