



ARKA JAIN
University
Jharkhand



MEMORANDUM OF UNDERSTANDING

Between

ARKA JAIN UNIVERSITY, JHARKHAND

&

**JAMSHEDPUR HOTEL & RESTAURANT ASSOCIATION,
JAMSHEDPUR, JHARKHAND**

a. c. shrivastava
Registrar
ARKA JAIN University
Jharkhand

JAMSHEDPUR HOTEL & RESTAURANT ASSOCIATION

President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as the “**Agreement**”) is entered into and executed at **ARKA JAIN University, Jharkhand** on **29.07.2024** (hereinafter referred to as the “**Effective Date**”) by and between: -

ARKA JAIN UNIVERSITY, JHARKHAND

“**ARKA JAIN University, Jharkhand**” is a private university established by the Jharkhand State Legislature under “THE ARKA JAIN University Act, 2017”. The University is government recognized university with the right to confer degree as per the section 2(f) and 22(1) of the UGC Act ,1956 having its corporate office at D-28, Danish Arcade , Opp. Asian Inn Hotel Dhatkidih, Jamshedpur-831001 and campus at Mohanpur, Opp. Kerala Public School, Gamharia, Dist.-Seraikela Kharsawan, Jharkhand-832108, represented by its **Registrar, Dr. Amit Kumar Shrivatav**, herein after referred to as the “**ARKA JAIN University**” or the “**FIRST PARTY**” which expression shall include its successors and assigns for the purpose of undertaking collaborative activities.

AND

JAMSHEDPUR HOTEL & RESTAURANT ASSOCIATION

Situated at Holding No.4, Ramdas Bhatta, Bistupur, Jamshedpur, Pin – 831001, Jharkhand.

Represented by **Mr. Ravish Ranjan, President, Jamshedpur Hotel & Restaurant Association**, or the “**SECOND PARTY**” for the purpose of undertaking collaborative activities.

ARKA JAIN University, Jharkhand and “Jamshedpur Hotel & Restaurant Association”

Are herein after jointly referred to as the “Parties” and individually as the “Party”.

WHEREAS:

I. ARKA JAIN University was established in July 2017 by the JHARKHAND State Legislature under "The ARKA JAIN University Act". The University is a government-recognized university with the right to confer degrees as per the sections 2(f) and 22(l) of the UGC Act, 1956. The sprawling campus of the University is situated at Gamharia, Dist: Seraikela – Kharsawan, Jharkhand. The University offers multi-disciplinary programs, all of which are designed to be industry-relevant and has state-of-the-art infrastructure. The University has been offering its BBA, B Com Hons. BCA, MCA, MBA programs since 2017 and B Tech program since 2018.

II. JHRA (Jamshedpur Hotel & Restaurant Association) was established in the year 1999 and since then it has been serving the hospitality industry in the cities/areas of Jamshedpur, Adityapur, Saraikela Kharsawan. JHRA is the sole organization representing and voicing the concerns of the hotel and restaurant industry of Jamshedpur and adjoining areas. Along with this, the organization aims to protect the interests of the hospitality industry. JHRA is the only registered hotel association in Jharkhand as well as the largest hospitality entity in Jharkhand for the last 25 years. It's the largest job creator in service industry in this Region providing about ten thousand jobs directly and in equal numbers indirectly.

III. The Parties have appreciated each other's objectives in imparting knowledge and skills required to the students of MBA, MCA, B. Tech, B. Com Hons., BBA & BCA programs of the University for their Academic, Research and Training purposes and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MoU) and commit to co-operate to the fullest extent by mutual understanding.

IV. This MoU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired.

V. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MoU.

- VI.** The development and implementation of specific forms of cooperation based on this MoU will be separately established/ decided between the parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- VII.** Both the Parties have identified the following areas where they agree to mutually cooperate to the fullest extent:

- a. The first party will send students (as per the discussion via mail or meeting) of MBA, MCA, B. Tech, B. Com Hons., BBA & BCA programs for vocational training (30 days to 45 days) during semester breaks as well as for Internship to the Jamshedpur Hotel & Restaurant Association associated with the second party during May-July (during applicable sessions/years) for the duration of the MoU.
- b. Final year Internship will be decided by first party & students freely.
- c. The second party will be allowed to have interaction with the batch for technical and skill development programs or events as an activity.
- d. Absorption / Employment of student who have completed the program will be purely based on the discretion/ interview of both the parties and as per their requirement depending upon the level of the program.

VIII. Non -Binding Nature of the MoU

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/ performances and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MoU. The acts performed and action taken by either party that do not fall under the MoU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MoU does not restrain or preclude parties from entering into similar MoUs with any other organization during current duration or the extended duration of this MoU.

IX. Terms and Termination of the MOU

The MoU shall come into force immediately upon its signing by the parties. The MoU will be in force for an initial period of five (5) years. MoU may be extended further on the mutually agreed terms. **“ARKA JAIN University” or “Jamshedpur Hotel & Restaurant Association”** shall not have any right to claim extension or renewal of contract.

- a. This MoU may be terminated by mutual consent of the parties before the aforesaid duration of five (5) years.
- b. This MoU can also be terminated by either of the parties by giving advance notice of one (1) month period without jeopardizing the ongoing collaborative undertakings.
- c. The implementation and/or continuance of programs or project established pursuant to this MoU, prior to the effective date of termination, shall not be affected by the termination of this MoU.

X. Amendments

No change, alteration or modification of this MoU shall be valid, unless in writing and signed by both the Parties hereto.

XI. Severability

If any provision of this MoU is held invalid, unenforceable or illegal for any reason, this MoU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

XII. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder, whether in whole or in part, without the prior written consent of the other.

XIII. Confidentiality

Both Parties agree to treat the contents of this MoU and any valuable information provided, developed, found or acquired in the process or performance of this MoU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the

order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MoU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and/or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MoU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

XIV. Governing Law

The MoU shall be interpreted in accordance with, and governed by, the applicable laws in India.

XV. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation of the scope of any Clause or effect of this MoU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall settle through mutual consultations and agreements.

XVI. Points of Contacts

For managing the activities under this Understanding, the Contact Persons responsible from both the Parties are as follows, including their contact and location details:

A. K. Shrivastava
Registrar
ARKA JAIN University
Jharkhand

JAMSHEDPUR HOTEL & RESTAURANT ASSOCIATION

President

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| For, Jamshedpur Hotel & Restaurant Association, (Party II) | For, ARKA JAIN University , Jharkhand, (Party I) |
| Name: Mr. Ravish Ranjan | Name : Mr. Paras Nath Mishra |
| Designation: President | Designation: Assistant Professor, CS & IT, School of Engineering & IT. |
| Address: Holding No.4, Ramdas Bhatta, Bistupur, Jamshedpur, Jharkhand. 831001. | Address: ARKA JAIN University Campus, Opp. Kerala Public School, Mohanpur, Gamharia. Dist. Seraikela Kharsawan, Jharkhand -832108. |
| E-mail id: ravish2301@gmail.com | Email ID: paras.m@arkajainuniversity.ac.in |
| Tel. +91 (657) 662-0001 | Tel : +91 (657) 222-0285 |
| Mobile: +91- 9263189624 | Mobile: +91-8541026773 |

XVII. Signed in Duplicate

This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

By signing below, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as on the day and year first above written.


Signed on Behalf of
ARKA JAIN University, Jharkhand


Dr. Amit Kumar Shrivastav
Registrar
ARKA JAIN University, Jharkhand


Signed on Behalf of
Jamshedpur Hotel & Restaurant Association, Jamshedpur.


Mr. Ravish Ranjan
President
Jamshedpur Hotel & Restaurant Association, Jamshedpur

In the presence of witness as under:


(Paras Nath Mishra)

In the presence of witness as under:


SMITA PARIKH.