

MEMORANDUM OF UNDERSTANDING

BETWEEN

BANARASIDAS CHANDIWALA INSTITUTE OF HOTEL MANAGEMENT, NEW DELHI

AND

COMPANY

This Memorandum of Understanding Agreement made and entered into on this Chandiwala Estate Kalkaji 1st day of August, 2017 between Banarasidas Chandiwala Institute of Hotel Management, Okhla Industrial Area, New Delhi (hereinafter called BCIHMCT), an Institute of national importance established by SBSSTS Kalkaji, New Delhi and Tiffin Chefs Hospitality Private Limited (hereinafter called "COMPANY" which expression shall include their heirs successors, legal representative and assigns of the first part / second part with its registered office at 88/4, Adchini, Aurobindo Marg, New Delhi -110016.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between BCIHM and COMPANY in mutually beneficial areas
- b. to provide a formal basis for initiating interaction between BCIHM and COMPANY.
- c. to give mutual recognition to representation in Start-up and Entrepreneurial schemes of Govt of India and bodies of allegiance in relevant industry representations.

2. PROPOSED MODES OF COLLABORATION

BCIHM and COMPANY propose to collaborate in Start-up brand SMILEE through

- a. Mentoring from BCIHM experts/leadership to COMPANY on requirement mutually agreed and guide in technical assistance with Knowledge base
- b. Enabling Base Kitchen projects with Detailed project Scope, plan and expert guidance of execution
- c. Enable Menu Planning, Nutritional Mapping, Recipe Development and standardization and expert guidance from time to time as per mutual agreed needs on Project SMILEE
- d. Enable and partner in establishing principles of Child and Adult Nutritional guidelines, HACCAP, FSSAI, SNF and Global Norms of WHO into Food and Beverage production and handling.
- e. Company will sponsor eligible employees of COMPANY for doing Hotel Management Degree. The eligibility criteria for selection will be as per norms of BCIHM.
- f. Company will sponsor R&D projects, which may be carried out wholly at BCIHM or at premises of COMPANY or partly at BCIHM and partly at COMPANY.
- g. Company will sponsor the Training of COMPANY personnel through Continuous Educational Programmes conducted by BCIHM in areas of interest to COMPANY.
- h. Company would enable the students and faculty, unhindered certified access to the facility for training and development of On-job skills.
- i. Awareness and calibration Workshops for healthy meals and food in various institutions will be done ++++with mutual collaboration.
- j. All and Any other appropriate mode of interaction agreed upon between BCIHM and COMPANY hereon.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between BCIHM and COMPANY will be as set out in Annexure A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Guidelines of FSSAI, WHO, for nutritional and dietary to be followed
- f. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. 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 of the day and year first above written.

On behalf of

Tiffin Chefs Hospitality Pvt. Ltd
New Delhi
TIFFIN CHEFS HOSPITALITY PVT. LTD.

Amandal

By : Ms. Upanita **Authorized Signatory**

Title : Director

Date : 01/08/2017

Witness:

- Rakidev Rai*
- Bishwajit Mandal (AOL)*

On behalf of

Banarsidas Chandiwala Institute of
Hotel Management, New Delhi.

Bhupesh Kumar
BHUPESH KUMAR

By : Dr. Bhupesh Kumar

Title : **Banarsidas Chandiwala Institute of
Hotel Management & Catering Technology**
Director

Date : 01/08/2017

Witness :

- Udeepa (PRADEEP GUPMA)*
- Gaury (GAUTAM CHATTERJEE)*