



BHARATI VIDYAPEETH (Deemed to be University)  
(Established u/s 3 of the UGC Act, 1956 of Govt. of India)  
**INSTITUTE OF HOTEL MANAGEMENT  
& CATERING TECHNOLOGY**



Founder-Chancellor :

**Dr. Patangrao Kadam**

M.A., LL.B., Ph.D.

Pune-Satara Road, Katraj, Pune 411 043.

Phone : 24372761 / 24372788

Website : www.ihmct.bharativedyapeeth.edu

E-mail : ihmct@bharativedyapeeth.edu

• Accredited with 'A+' Grade (3rd cycle) by NAAC • 'A' Grade University Status by MHRD, Govt. of India

Principal :

**Dr. L.S. Chirmulay**

DHMCT, BTS, MA (TM), M.Phil, Ph.D.

Ref : BVDU/IHMCT/ /

Date :

### Memorandum of Understanding

This Memorandum of Understanding ("MoU") is made and entered into on this day of December 2<sup>nd</sup>, 2023 ("Effective Date") at The Westin Pune, India and sets out the terms of understanding of the parties' intention to collaborate between:

**The Westin Pune Koregaon Park, unit of CCIPL (Classic Citi Investment Private LTD)**  
36/3-B, Koregaon Park Annexe, Mundhwa Road, Ghorpadi, Pune 411001, Maharashtra, India, represented by Sunanda Sathish Director of Human Resources (hereinafter referred to as "INDUSTRY PARTNER").

And

**Bharati Vidyapeeth (Deemed to be) University - Institute of Hotel Management & Catering Technology, Pune.**

Pune Satara Road, Katraj Dhanakwadi, Pune 411043. Represented by Dr. Lalita Chirmulay (hereinafter referred to as "INSTITUTE") collectively referred to as "Parties".

#### COMPANY PROFILE

**The Westin Pune Koregaon Park** is a 5-star haven of wellness and renewal. Experience effortless relaxation in tastefully designed 277 hotel rooms and suites with signature comforts, sleek marble bathrooms and inspiring views. Thrill your senses at five on-site dining options including a chic bar and nightclub - The Market, Daily Treats, Aafreen, Asilo and The House of Medici. Enjoy a coveted location in Koregaon Park near Pune Airport, Magarpatta, Hadapsar and many industrial parks. Work well in 45,000 square feet of sophisticated, flexible hotel event space- The Jewel & The Westin Lawn, enhanced by modern AV equipment, on-site event

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2/12/23

**THE WESTIN PUNE  
KOREGAON PARK**

36/3-B, Koregaon Park Annexe,  
Mundhwa Road, Ghorpadi,  
Pune 411001, India

T 020.6721.0000  
F 020.6721.0021

westin.com/punekoregaonpark

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*Shuk*

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PUNE-411043

*[Signature]*  
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planning and custom catering services. Refresh in the sparkling waters of our outdoor pool, and exhilarate your body in our well-equipped fitness center with cardio equipment and free weights. Invigorate your mind and body with massage, beauty and wellness therapies at our Heavenly Spa by Westin™.

## OBJECTIVE

Bharati Vidyapeeth- IHMCT and The Westin Pune Koregaon Park desiring to enhance learning opportunities for students, maximum exposure in the industry which will allow them to excel in their career and to promote mutually beneficial linkages, agree to the establishment of a partnership for students pursuing the diploma / degree in Hospitality Management on the terms set out below.

### 1. Background

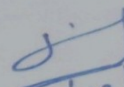
- The parties have agreed to mutually collaborate towards enhancing the learning experience of students studying Hospitality Management and therefore create a highly employable graduate.
- The purpose of the MOU is to define the basis on which scope of services offered will be articulated with the basic curriculum of Bharati Vidyapeeth- IHMCT in accordance with the University requirements.
- The Parties agree that, except for Bharati Vidyapeeth- IHMCT and The Westin Pune Koregaon Park, a person who is not a party to this agreement shall not have any rights to enforce any term of this agreement.
- The provisions stated in this MOU are statements of intent only. This is not a binding agreement between the Parties (save for the confidentiality provisions below), and no such agreement establishing the binding obligations of the Parties and is approved by the relevant authorities of each Party.

### 2. Scope of the MOU

This Memorandum of Understanding formalizes an intent by both parties to collaborate and jointly undertake work as listed below

- **Industry Visit:** The Westin Pune Koregaon Park shall extend and facilitate with industry familiarization from time to time.
- **Seminars:** Educational Seminars for students and expert guidance from The Westin Pune Koregaon Park or any other relevant activity.
- **Student internships:** The Westin Pune Koregaon Park shall extend internships as Industrial Training or Vocational Training or On Job Training for deserving students pursuing UG programs at Bharati Vidyapeeth- IHMCT from time to time based on a rigorous selection methodology. Students shall be governed by a contract to be signed between them and The Westin Pune Koregaon Park.
- **Outdoor Catering (ODC):** Participation of students in ODC to facilitate learning of the students and to support the business requirement.

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- **Placement of Students in India:** The Westin Pune Koregaon Park will extend first preference in recruitment to qualified students of Bharati Vidyapeeth- IHMCT at the entry level position or any applicable existing opportunity in Marriott Hotels in India only.
- **Faculty Development:** The Hotel shall offer opportunities for Faculty Development through Guest Lectures / Faculty Visits at its premises for faculty members of Bharati Vidyapeeth- IHMCT.
- **Financial commitment:** There is no financial commitment on the part of Bharati Vidyapeeth- IHMCT to take up any program mentioned in the MOU.

### 3. Students Role and Responsibility

- Students are responsible to attend all normal curriculum classroom, practical training, projects, presentations relating to their diploma / degree program within Bharati Vidyapeeth- IHMCT as well as all guest lectures, internship and industrial trainings, projects, presentations, coaching workshops organized by Bharati Vidyapeeth- IHMCT or as defined under the MOU. (Provided it does not clash with their approved study plan).
- The selected students will have to accept the internship / industrial training and placement at the Hotel and location allocated to them. This is for Marriott Hotels in India only.
- The selected students will have to accept the final placement offering them entry level positions or any applicable existing opportunities at the Hotel and location allocated to them. This is for Marriott Hotels in India only.
- Students will always have the responsibility to carry the good brand name of both Bharati Vidyapeeth- IHMCT and The Westin Pune Koregaon Park on and off campus. The students will abide by the policies and procedures of The Hotel during internship /placement.

### 4. Duration & Termination

- The MOU shall commence from 2<sup>nd</sup> of December 2023' and continue for a period of 2 years unless terminated before that time in accordance with this clause. The parties may at any time by agreement in writing extend the duration of this Agreement.
- Either party may terminate this Agreement by giving to the other not less than 1 month notice in writing.
- Upon termination of this MOU each party shall cease using the name and/or logo of the other and parties undertake to discontinue use of the program materials.
- **Non-Exclusive Agreement:** The parties of this Agreement acknowledge and agree that this Agreement shall not be exclusive in any respect.

### 5. Others

- Each Party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its

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participating students, respective officers, directors, employees, agents, members or, provided that such individuals are acting within the scope of their employment or agency, as applicable.

- Each Party agrees that any misconduct/ misbehavior /indiscipline by the participating students will only attract disciplinary action against the student in personal capacity, which may result in permanent debar from placement procedure. Under no circumstances, such event will result in the Termination of this MOU or any action against Bharati Vidyapeeth- IHMCT.
- Where any unforeseen circumstances or causes beyond the control of The Westin Pune Koregaon Park, cause or threaten major disruption to its operations or any provision of this Understanding by that party or otherwise make fulfillment of the Student Internship/ Placement difficult (including but not limited to industrial disputes or the implementation of any disaster plan), The Westin Pune Koregaon Park must, at its earliest possible opportunity, notify the other of its intention to defer or cancel the Student Internship/ Placement.
- **Intellectual Property:** All intellectual property brought by Each Party to the training program contemplated under this MOU remains in the ownership of that Party. Use of logos, trademarks, service marks or other entity identification must be agreed in writing by Each Party. For avoidance of doubt, neither Signatory shall use logos, trademarks, service marks or other identification of The Westin Pune Koregaon Park, unless it is authorized in writing by representatives of Marriott India likewise use of Bharati Vidyapeeth- IHMCT logo on any document, website will have to be pre-approved from Bharati Vidyapeeth- IHMCT.
- **No assignment or subcontracting:** Both Parties acknowledges and agrees that Ownership of all Intellectual Property created, discovered, brought into existence or otherwise acquired by Either Party, as a result of, for the purposes of, or in connection with the Student placement/Internship program or this Agreement and all other rights in respect of such IP, shall vest exclusively in the designated Parties.

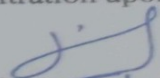
## 6. Disputes

- The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this MOU. If the dispute cannot be resolved informally, it shall be referred to Dr. Lalita Chirmulay- Principal of Bharati Vidyapeeth- IHMCT and Mr. Sudeep Sharma- General Manager, The Westin Pune Koregaon Park.
- The parties agree to co-operate in dealing with or defending any claim by a third party arising out of the operation of this MOU.

## 7. Law and Jurisdiction

This MOU shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the operation of this MOU shall be finally settled by arbitration upon terms mutually agreed on by both parties.

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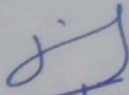
## 8. Amendment

This MOU may be modified or amended if the amendment is mutually agreed and made in writing and is signed by authorized representatives of the Parties.

For

**Bharati Vidyapeeth (Deemed to be) University  
Institute of Hotel Management & Catering  
Technology, Pune**

Signature:

  
2/12/23

Name: Dr. Lalita Chirmulay

Designation: Principal

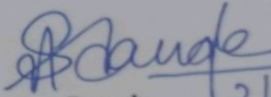
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Bharati Vidyapeeth  
(Deemed to be University)  
IHMCT Pune-410 043.

Witness

For

**Bharati Vidyapeeth (Deemed to be) University  
Institute of Hotel Management & Catering  
Technology, Pune**

Signature:

  
2/12/23

Name: Dr. Sunita Sangle

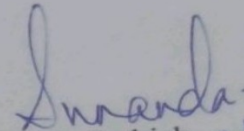
Designation: Vice Principal

VICE-PRINCIPAL  
Bharati Vidyapeeth  
(Deemed to be University)  
IHMCT, Pune - 43.

For

**The Westin Pune Koregaon Park**

Signature:

  
2/12/2023.

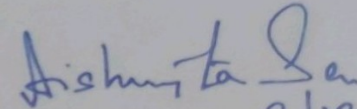
Name: Sunanda Sathish  
Designation: Director of Human  
Resources

Witness

For

**The Westin Pune Koregaon Park**

Signature:

  
2/12/23

Name: Aishmita Sen

Designation: Assistant Training  
Manager