



WELCOMGROUP GRADUATE SCHOOL  
OF HOTEL ADMINISTRATION  
MANIPAL  
*A constituent unit of MAHE, Manipal*

# MEMORANDUM OF UNDERSTANDING

Between

**Welcomgroup Graduate School of Hotel Administration  
Manipal Academy of Higher Education, Manipal  
and  
St Aloysius College (Autonomous)**

## Background

- a. **Welcomgroup Graduate School of Hotel Administration (WGSHA)** is a constituent unit of Manipal Academy of Higher Education a Deemed to be University and was established in 1986 as a unit of Dr TMA Pai Foundation in partnership with the Hotels Division of ITC Ltd and office located at Madhav Nagar, Manipal – 576104, Karnataka.
- b. **St Aloysius College (Autonomous)** was founded in 1880 under section 3 of UGC Act, 1956. It has been conferred with “A Grade” from both NAAC & MHRD- Govt of India, and is one of the best colleges in India, about to become a Deemed to be University. St Aloysius College (Autonomous) is located at St Aloysius College Road, Hampankatta, Mangalore 575003, Karnataka.
- c. Both Parties, having come to know about the qualitative services of each other, have shown willingness to enter into a MoU for the purpose of product & formulation development, application oriented collaborative research projects of the First Party and mentoring and training the students and staff of the Second Party. Both parties are willing to put in their effort to cater to the needs of start ups in the broad areas of Life Sciences.
- d. Accordingly, both parties have decided to enter upon this MoU.

## Terms and conditions

- a. In accordance with a mutual desire to promote qualitative academic (Education & Research) and scientific exchange, both parties have mutually agreed for this MOU.
- b. The parties will draw separate agreements on specific terms and conditions and intellectual property rights for each activity.
- c. Both parties deem it mutually beneficial to strengthen the bonds between them and to contribute to a greater understanding and communication in fulfilment of the purpose of this MoU.
- d. The areas of cooperation also include any programme/projects offered with mutual consent of both the parties and having potential to contribute to the objectives and

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purposes of this MoU. Moreover, both parties will encourage direct contact and cooperation between their faculty and staff members, students departments, institutes and centres in appropriate academic (Education and Research) and Scientific programmes.

- e. The themes of joint activities, the conditions for utilizing the results of research, the arrangements of specific visits, exchanges, trainings, internships for BiSEP students and M.Sc. students, knowledge partnering and other forms of activities which shall be discussed and developed upon mutual consent of both parties.
- f. Activities and programmes under this MoU may consist of:
  - I. Facilitation of translational research and development of entrepreneurship.
  - II. Training of students and staff in analytical instrumentation techniques necessary for the pharmaceutical manufacturing and drug development.
  - III. Training of students and staff with respect to advanced instrumentations.
  - IV. Exchange visits by students and staff for the purpose of knowledge sharing.
- g. Both Parties shall maintain confidentiality with respect to any confidential information of respective parties and confidential information in connection to the respective projects under this MoU. If required, Parties may enter into confidentiality agreements as per the requirements of specific or respective projects/programmes under this MoU.
- h. Both Parties hereby undertake to abide the respective laws of the land with respect to this MoU, and terms and conditions of the agreement/s which might be entered upon under this MoU. Approvals or clearances from statutory authorities if any, shall be obtained by the respective parties where ever applicable.
- i. **Relationship between the Parties:** This Memorandum of Understanding (MoU) is intended solely as a MoU and no partnership, joint venture, employment agency, franchise, or other form of agreement or relationship is intended. It is specifically understood between the Parties that the relationship between the Parties contemplated under this MoU is strictly on principal to principal basis. Nothing in this MoU shall be construed to the employees/representatives/students of one Party to be construed as the employees /representatives /students of the other party.

However both parties shall ensure the following :

- i. Both Parties shall see to it that the respective students and employees engaged under this MoU shall strictly follow the disciplinary protocols and be professional in their conduct towards each other.
- ii. Both parties shall see to it that "Safety and Security" of the respective employees /students engaged under this MoU be ensured.

## Term of the MoU

- a. This Memorandum of Understanding shall be valid and effective after approval of the terms and conditions of the agreement by the appropriate authorities of the both parties. It will remain valid and effective for a period of Five years from the date of the last date of the signature. Thereafter the parties to this MoU are at liberty to



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review the period of this MoU by mutual consent for any further period, one month before the expiry of the term vide a fresh MoU.

- b. This MoU may be treated as terminated, cancelled or withdrawn by either Party of MoU for any valid reason with 3 months prior notice to the other Party. The reason for such cancellation or termination will be explained and an amicable agreement be reached by both Parties. All work, projects or any other collaborative activity that goes beyond the termination shall be discussed by both Parties for a non-disruptive and logical end of such activity.

### Dispute Resolution

Notwithstanding anything contained in any other statute for the time being in force, if any genuine dispute arises between the parties in the discharge of their respective responsibilities and obligations under this MoU and in case such dispute is not settled amicably between the parties, it shall be referred to the higher authorities of respective Parties for arbitration. He or she shall appoint or nominate an arbitrator as per the procedures in vogue for resolving of the said dispute and the decision of said Arbitrator shall be final as far as the dispute is concerned and the parties are bound by that decision.


This Memorandum of Understanding (MoU) is signed on this 25th day of March 2021.

In WITNESS WHERE OF the parties hereby have executed this MoU on 25th day of March 2021.

#### SIGNED AND DELIVERED

For

Welcomgroup Graduate School of Hotel  
Administration

  
25/03/2021

.....  
Prof. & Chef K. Thirugnanasambantham  
Principal

#### SIGNED AND DELIVERED

For

St Aloysius College (Autonomous)  
Mangalore 575 003



.....  
Fr Dr Praveen Martis SJ

Principal Principal  
ST. ALOYSIUS COLLEGE (AUTONOMOUS)  
MANGALORE-575003

#### Witnesses

1.  25/3/2021

2.  25/3/2021

(Dr Senthil Kumar - Professor @ WASHA)