



Memorandum of Understanding

This Memorandum of Understanding ("MoU") is made and entered into on 06 August, 2024 by and between:


Manyawar Kanshiram Institute of Tourism Management (MKITM), Department of Tourism, Government of Uttar Pradesh (hereinafter referred to as "MKITM"), MKITM, is a premier education institution supported by department of Tourism, Government of Uttar Pradesh, India, located at Chinhat, Vikalp Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010, represented in this behalf by Ms. Eesha Priya, IAS, Secretary, MKITM.

AND

Utopia Ville Pvt. Ltd., having its Project Office at C/o- Shri Vishal Singh, N1/66, Kedareshwar Nagar, Samne Ghat, Varanasi, UP - 221005 (hereinafter referred to as UVPL) which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the Second Party. Utopia Ville (CIN: U01100OR2017PTC027419), is a private limited company registered under the companies act 2013 with having its registered office at Surekha Vatika, Puri Main Canal Road, Hanspal, Bhubaneswar, Odisha - 752101, represented in this behalf by Mr. Manish Kumar, Director, UVPL.

WHEREAS, MKITM is a premier academic institution, is an academic fraternity of individuals dedicated to the motto of 'excellence and service'. We strive to reach out to the star of perfection through an earnest academic pursuit for "Excellence" and our efforts blossom into "Service" through our creative and empathetic involvement in society to transform it.

WHEREAS, Founded by alumni of IIT Kharagpur & IIM Ahmedabad, Utopia Ville is a dynamic organization dedicated to revitalizing rural communities through sustainable development initiatives. Both the founders have experience of 14+ years each working on grassroot level with rural communities including Rural & Tribal Tourism, Rural Homestays, Responsible


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पर्यटन निदेशालय, लखनऊ



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Tourism etc. UVPL believes in leveraging modern technology to preserve the rich traditions and culture of rural India. its vision is to reinstate the lost glory of the village, ensuring a prosperous and sustainable future for rural communities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of collaboration

- Both the parties agree to collaborate for the skill development and capacity building of different stakeholders of rural tourism: homestay owners, local guides, tourist escorts, rural tourism coordinators etc.
- Equip participants with the knowledge and skills necessary to effectively host and guide tourists to make their experience unique & memorable.
- Promote responsible tourism practices that minimize environmental impact and keep rural essence intact.
- Foster a passion for conservation and appreciation for the natural heritage of Uttar Pradesh.


2. Term and Termination

- This MoU shall be effective for a period of three (03) years from the date of signing.
- This MoU may be terminated by either party upon written notice to the other party provided at least thirty (30) days in advance, with or without cause.

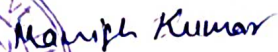
3. Roles and Responsibilities

3.1 Responsibilities of MKITM

- *Candidates identification & mobilization:* MKITM will identify and mobilize potential candidates for the training program. This may include advertising the program, conducting outreach activities, and selecting participants based on pre-defined criteria.
- *Joint Assessment:* MKITM will collaborate with UVPL in assessing the quality of training delivered to the candidates. This may involve participation in practical exams, evaluation of assignments, or other methods agreed upon by all parties.
- *Certification:* Upon successful completion of the training programs and joint assessment, MKITM will issue official certificates to the trained candidates.


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- These certificates will recognize the successful completion of the training programs.
- *Monitoring:* MKITM will closely monitor the quality of training and deliverables of UVPL.
 - *Logistics and Infrastructure:* MKITM will arrange all logistical and infrastructural requirements for the training program, including training venue for candidates and other all related logistic requirement for the training.
 - *Accommodation and Meals for Trainers:* MKITM will arrange for lodging & fooding of trainers/experts from UVPL during the training period.

3.2 Responsibilities of UVPL

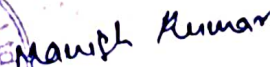
- *Support in selection:* If required, UVPL will extend support to MKITM in the process of selection of candidates for the training.
- *Curriculum development:* UVPL will design day-wise Course structures & materials and training methodologies and will get it approved by MKITM before commencement of the training.
- UVPL will facilitate the course and deliver the course content using participatory approach for the best outcome.
- *Training Delivery:* UVPL will provide the training programs. Wherever possible, practical part will be added to the training for engaging the candidates & creating more impact.
- *Trainers:* UVPL has young, dynamic & qualified experts who have fair experience of rural tourism & rural development sector. It will assign qualified and experienced trainers to deliver the program.
- *Training kit:* UVPL will ensure the availability of relevant training materials in Hindi for distribution among the candidates. Training kits will include the learning material, notepad, pen etc. along with some of the basic equipment.
- *Assessment:* UVPL will do the pre and post assessment of each of the candidates and submit the Assessment Report to MKITM at the end of the training session.
- *Reporting:* UVPL will provide MKITM with a post-training report summarizing the program's content, participants performance, and any recommendations for future programs.
- *Field trips:* Wherever required, UVPL will organize practical sessions in rural areas of Uttar Pradesh or outside for better understanding & exposure and



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to allow participants to see practical examples in the real-world. Separate financial assistance will be required for such field trips & exposure visits.

4. Financial Arrangements

UVPL will submit the detailed financial proposal to the MKITM before each project/training program. After evaluation of the proposal the MKITM may release the separate work orders for the training programs.

5. Confidentiality

Both the parties agree to keep confidential all information received from the other party in connection with this MoU, except for information that is already in public domain or that is required to be disclosed by law.

6. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this MoU due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, or labour disputes.

7. Governing Law and Dispute Resolution


This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this MoU shall be settled amicably by mutual consultation between the parties. In the event that the parties are unable to resolve the dispute amicably within thirty (30) days, the dispute shall be referred to the Principal Secretary, Tourism, Government of Uttar Pradesh, whose decision will be final and binding on both parties.

8. Entire Agreement

This MoU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. Amendments

This MoU may be amended only by a written agreement signed by both parties.


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10. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered post with acknowledgement due, or sent by reputable courier service to the addresses set forth above or to such other addresses as the parties may designate in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this MoU as of the date mentioned above.

For Manyawar Kanshiram Institute
of Tourism Management, DoT



Ms. Eesha Priya, IAS (ईशा प्रिया)
Secretary, MKITM (निदेशक, पर्यटन (प्रशा०))
Secretary पर्यटन निदेशालय, लखनऊ

For Utopia Ville Pvt. Ltd.

For Utopia Ville Pvt. Ltd.
Manish Kumar
Director

Manish Kumar
Director

Witness 1

Name: Jyoti Tandon

Signature: Jyoti Tandon

Witness 2

Name: vijay prakash

Signature: vijay prakash