

## Memorandum of Understanding (MoU)

The MoU is made and entered into this .....day of.... 2021, by.....and

between

The Youth Hostels Association of India (YHAI), a society registered under the Societies Registration Act, 1860, represented by its Chief Executive Officer named Mr. Rupesh Kumar Pandey, age 41, and having its registered office at 5 Nyaya Marg, Chanakyapuri, New Delhi- 110021, India, hereinafter referred to as “**YHAI**” (which expression shall, unless repugnant to the context thereof, include its successors and assigns) of the YHAI;

**AND**

....., age....., residing at  
.....,  
hereinafter referred to as the “Facilitator” (which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors in interest and permitted assigns) of the Facilitator.

### **WHEREAS:**

The Youth Hostels Association of India, YHAI, is an ISO 9000-2015 Certified Organization and a society registered under the Societies Registration Act, 1860. YHAI is in the field of Trekking since 1975 and organising various other adventure, nature and environmental activities. These programmes are organised in all parts of the country. It was started initially with 200 participants in Kishtwar in Jammu and Kashmir, and has reached tens of thousands annually now. They are now organised in almost all states of India and offer young people of limited means an opportunity to acquire greater knowledge and care of the countryside.

Trekking is a form of walking, undertaken with the specific purpose of exploring and enjoying the scenery. It usually takes place on trails in areas of relatively unspoiled wilderness.

### **NOW THE YHAI AND FACILITATOR MUTUALLY AGREED UPON THE FOLLOWING TERMS AND CONDITIONS:**

Facilitator is the person who influence the minds of the people to book a programme with YHAI. His aim will be to generate bookings in the programmes of YHAI.

The Facilitator will be given a “Reward” of a participation fee on each participant of the programmes, which will be announced by YHAI as “Reward on Bookings”. All such bookings will be in offline mode only .

The “Scheme” will be applicable on bookings of programmes and not any membership generation or renewal. The Facilitator will get the Reward on specified programmes organised by the YHAI.

The Facilitator may organize local seminars time to time without any financial support from YHAI for generation of bookings.

The “Reward” will be given to the Facilitator, accessing the potential of the Facilitator of that year. Reward will be given as per the category hereunder:

- 1 to 50: Per Booking           Rs.500/-
- 51 to 100: Per Booking       Rs.600/-
- Above 100: Per Booking       Rs.750/-

### **ROLES AND RESPONSIBILITIES.**

- A) The Facilitator will not be entitled to any reward in case the programmes are cancelled either by the participants or by YHAI on account of any unforeseen eventualities/force-majeure.
- B) The Facilitator shall not handle cash in any manner of the programme fees and will cooperate with the participants to transfer /deposit it under any mode of transactions, directly to the Bank Account as provided by YHAI.
- C) The Facilitator will not receive/claim any additional charge/commission except the participation fee of the programme from the participants as prescribed by YHAI.

- D) YHAI will allot a code number to the Facilitator, which will be mentioned on each registration form of the participant, and must be counter-signed by Facilitator.
- E) YHAI will provide all information to the Facilitator, which may include information about the YHAI and its activities.
- F) The Facilitator will not be the employee of YHAI and will not be entitled to any incentives/salary/insurance/reimbursement or any other emoluments, perks and/or benefits from YHAI.
- G) The Facilitator will not be authorized to sign any document on behalf of YHAI.
- H) YHAI will set the target of bookings for a year. In case the Facilitator achieves substantially more than the targeted bookings, he/she will be given a complimentary participation in any Family Camping programme with spouse and two minor children, not more than once in a year.
- I) The Facilitator will contact institutions/organizations/schools/colleges/offices/ corporates for the promotion of YHAI and its activities. The Facilitator will not be authorized to commit/sign any document/agreement on behalf of YHAI with any of them. If any need for such agreement / MoU arises, the Facilitator has to contact YHAI immediately to do the same.
- J) YHAI will not be held responsible in any way in the event of any misappropriation of funds/ misinformation/misinterpretation/fraud committed by the Facilitator.
- K) The Facilitator has to report the numbers of participants on a monthly basis and submit its report within the stipulated timeline as prescribed by YHAI from time to time.
- L) The Reward will be given by YHAI to the Facilitator after the completion of the programmes, and the Facilitator will submit an invoice before such time. The Reward amount will directly be transferred to the bank account of the Facilitator.

The Bank Transfer details of Facilitator are as follows:-

Full Name as on Bank Account: .....

Bank Name, Branch and Address: .....

Account Number: .....

IFSC Code: .....

## **OTHER TERMS AND CONDITIONS**

- This MoU will be valid for a period of 1 (One) year from the Effective Date as given first above. This MoU may be renewed / auto-renewed on mutual consent of the Parties in writing.
- **Termination clause:** This MoU may be terminated by YHAI at any time, in case YHAI receives any credible complaint regarding misappropriation of funds/fraud/misinformation/misinterpretation, etc. This MoU may be terminated by either by YHAI or Facilitator by giving 30 (Thirty) days' notice in writing, and without impacting the services of YHAI in any way. Upon termination, this MoU shall be of no further force or effect and, thereafter, none of them shall have any obligation for performance of this MoU or any of its terms.
- **Amendments:** This MoU may be modified or amended only through duly authorized written instruments executed by both the parties. Hereto, In case any specific provision of this MoU becomes invalid or unenforceable, the validity of the other provisions shall not be affected in any way.
- **Notifications:** Any correspondence sent by both the parties within the framework of this MoU shall be made in writing and shall be sent by registered mail/courier service, in addition to any other mode. Any such Notification shall enter into force immediately upon its receipt by the recipient.
- **Third Parties:** This MoU does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceedings against both the Parties because of any terms contained in this MoU.

- **Confidential Information:** All tangible and intangible information obtained/received/gained/developed or disclosed to the Facilitator, including all details, documents, data, business/customer information not limited to and including YHAI's practices and trade secrets that the Facilitator, and/or any Service Provider and/or Service Provider Personnel may be, privy to, shall be treated as absolutely confidential.

The Parties agree to maintain confidentiality of this MoU and shall not divulge any information to any third party under any circumstances whatsoever. The Facilitator shall seek the prior consent of YHAI before using names, images, any audio and/or audio-visual and/or other material, or logos pertaining to and/or belonging to YHAI.

- **Out of pocket Expenses/ Invoice Procedure:** YHAI shall not be liable for any further payment and/or loss, damages and/or for consulting services and/or any other expenses in any capacity.

YHAI shall not be liable for any or all costs associated with out-of-pocket expenses (including but not limited to, costs and expenses associated with meals, lodging, local transportation and/or any other applicable business expenses) that may be incurred by the Facilitator).

- **Arbitration:** All disputes and differences of any kind whatsoever arising out of this MoU, and/or in relation to the relationship, meaning and operation or effect of this MoU and/or breach thereof, shall be settled amicably. However, the parties are not able to resolve such dispute / difference amicably within a period of 30 days, the same shall be settled by arbitration. The dispute(s) will be referred to a sole arbitrator to be appointed by mutual consent of the Parties. The decision of the arbitrator(s) shall be final. Such arbitration will be governed by the provisions of The Arbitration and Conciliation Act, 1996. Any appeal / application will be subject to the exclusive jurisdiction of the courts at New Delhi. The language to be used in any arbitration proceedings shall be English.
- **Force Majeure:** Notwithstanding anything contained in this MoU to the contrary, neither Party will be deemed liable or to be in default for any

delay or failure in performance under this MoU deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond reasonable control, unless such delay or failure in performance is expressly addressed elsewhere in this MoU.

- **Counterparts, Language of MoU:** This MoU is made in one language; English and one original counterpart in the English language,
  
- **Jurisdiction:** This MoU shall be governed and interpreted under the laws of India. All the disputes and differences incurred in connection to this MoU shall be subject to the exclusive jurisdiction to the competent courts at New Delhi.

The Parties have executed this MoU effective as of the date first written above.

<b>For Youth Hostels Association of India</b> Name: Signature: Place: Date:	<b>For the Facilitator</b> Name: YHAI Membership No. Signature: Place: Date:
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