

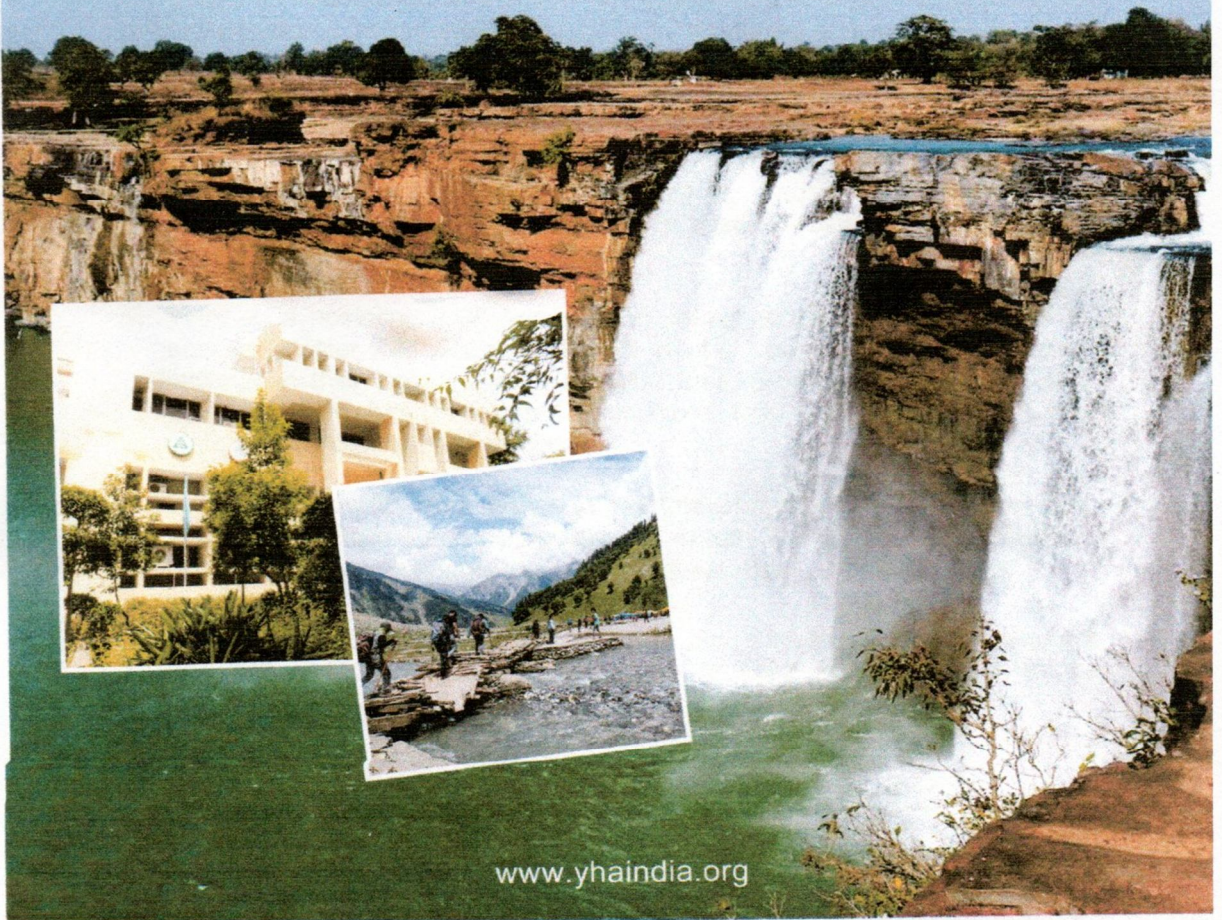


Chhattisgarh
सह-उद्यमिता
Chhattisgarh Tourism Board

*Signing of
Memorandum of Understanding
Between*

CHHATTISGARH TOURISM BOARD
&
YOUTH HOSTELS ASSOCIATION OF INDIA

at
Raipur, Chhattisgarh



www.yhaindia.org

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is made at Raipur this 17th day of July, 2022, by and between the following parties: -

MANAGING DIRECTOR, Chhattisgarh Tourism Board (hereinafter referred to as "CTB"), 2nd floor, Udyog Bhawan, Raipur, Chhattisgarh-492006 (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, Administrators and /or permitted assigns) of the First part.

And

The Youth Hostels Association of India (hereinafter referred to as "YHAI"), represented through Chief Executive Officer Mr. Rupesh Kumar Pandey, age 42, having its registered Office at 5, Nyaya Marg, Chanakyapuri, New Delhi-110021, India, a society registered under the Societies Registration Act, 1860 as a Non-Government Organization, and (which expression shall unless it be repugnant to the context or meaning thereof mean and include Its successor or successors-in-office and/or permitted assigns) of the Second Part.

WHEREAS:


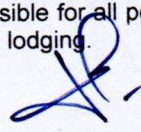
- (i) The Chhattisgarh Tourism Board (CTB) is focused on development, promotion and marketing of various tourist destinations and tourist products of the Chhattisgarh State.
- (ii) YHAI is. a hosteling institution offering young people of limited means to acquire greater knowledge and care of the country side, by providing hostels on their travel, expeditions and thus, promoting their health and education and has associated with more than 70 countries with the affiliation of Hosteling International;
- (iii) For mutual benefit, YHAI wishes to promote Chhattisgarh Tourism services among its hostellers and associates and in turn The Chhattisgarh **Tourism Board (CTB) agrees** to provide discounts & services to YHAI members;
- (iv) To reflect the understanding between the Parties, **The Chhattisgarh Tourism Board (CTB)** and YHAI intends to enter into this MOU on the following terms and conditions.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:

COVENANTS OF CTB "CHHATTISGARH TOURISM BOARD".

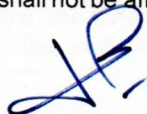
1. Direct and facilitate YHAI activities to promote tourism services through Chhattisgarh Tourism Board.

2. Logo link exchange on the YHAI website and CTB website. YHAI logo to be placed on CTB website, based on activities. CTB logo also to be placed on YHAI website, based on activities to be organised in Chhattisgarh in collaboration of CTB.
3. Since the safety and security of the participants is of utmost importance, CTB can assist YHAI in facilitating the tourism activities, whereas the aspect of safety and security (varies from location to location and seasonality) has to be ensured by YHAI before planning any such activities/ events in the State.
4. CTB shall facilitate the provision of camping accommodation and or basic infrastructure at the locations where CTB is already working on providing tourism infrastructure. Forest approvals and permits, if required, has to be pursued with the forest department itself by YHAI. YHAI may approach CTB for assistance in facilitation from Government body.
5. For the Activities, which will be organised in collaboration with CTB, approval will be sought from CTB.
6. Camping accommodation and base camp/ground with basic amenities is to be facilitated by The Chhattisgarh Tourism Board for the different kind of programs (including Cycling expeditions, family camping, nature study, trekking expeditions etc., as applicable and available) conducted by YHAI in Chhattisgarh region for the promotion of tourism in Chhattisgarh along with the promotion of YHAI's vision & mission.
7. Discount (facilitation as far as possible) to YHAI members on different tourism products, accommodation and services managed by The Chhattisgarh Tourism Board will be given on bulk booking on case to case basis with prior approval from MD,
8. CTB will do branding of YHAI as far as possible based on activities to be organised in Chhattisgarh.
9. As far as possible, facilitate accommodation / Home stay facility to YHAI members in the villages promoted by Chhattisgarh Tourism under Rural Tourism Scheme of Government of Chhattisgarh to create effective mechanism of understanding each other's culture thereby fostering friendship and peace.
10. Chhattisgarh Tourism Board will facilitate the promotion and publication of the Expeditions organized by YHAI in electronic and print media, as far as possible.
11. Chhattisgarh Tourism Board may assist with developing the infrastructure plan provided by Youth Hostels Association of India for establishing camp sites for various expeditions.
12. The Chhattisgarh Tourism Board shall facilitate logistics support as far as possible for all personnel of YHAI engaged in Route recce with boarding and lodging.

COVENANTS OF YHAI YOUTH HOSTELS ASSOCIATION OF INDIA.

1. Publish special offer by the Chhattisgarh Tourism Board on its website and newsletter for members.
 2. YHAI in consultation with the CTB shall explore, identify, document and initiate new trekking / cycling / family camping / Nature study trails etc., at various locations in the state.
 3. YHAI will extend support, as far as possible, in organizing any activity / program initiated by CTB.
 4. Inclusion of Chhattisgarh Tourism's presence in YHAI's website.
 5. Reciprocate with URL of Chhattisgarh Tourism on its website homepage.
 6. As far as possible, YHAI will internally promote Chhattisgarh Tourism as material provided by Chhattisgarh Tourism Board from time to time in other states & abroad.
 7. Chhattisgarh Tourism logo will be printed on the certificates given to participants who complete their adventure programs, camping, trekking and other programs in the state of Chhattisgarh to be organized in collaboration with CTB.
 8. Logo to be printed on marketing collaterals including publicity material, certificates etc. for programs organized in the state of Chhattisgarh in collaboration with CTB.
 9. YHAI, will organize Cycling Expeditions, Treks and Family camping in Chhattisgarh every year as far as possible during the course of MoU.
- **Effectiveness of the MoU: -**
This Memorandum of Understand (MoU) shall come into force from the date of its execution and shall remain in full force and effect for the period of this MoU.
 - **Term and Termination: -**
This MoU will be valid for a period of 5 (Five) Years from the Effective Date as given first above. This MoU may be renewed on mutual consent of both the Parties in writing. This MoU may be terminated by either Party, by giving a Ninety (90) days prior notice in writing to the other Party without Impacting the services to YHAI members.
 - **Amendments: -**
This MoU may be modified or amended through only by a duly authorized written instruments executed by both the parties hereto. If any provision of this MoU becomes Invalid or unenforceable, the validity of other provisions shall not be affected.



- **Notifications: -**

Any correspondence sent by the parties within the framework of this MoU shall be made in writing and shall be sent by mail, courier service (with the original to follow). The Notification shall enter into force immediately upon its receipt by the recipient.

- **Third Parties: -**

The 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 either the country or consultant because of any terms contained in this MoU.

- **Confidential Information: -**

All tangible and intangible information obtained/received/gained/developed or disclosed to "First Party", including all details, documents, data, business/customer information and the "Second Party" practices and trade secrets that Service Provider and/or Service Provider Personnel may be, privy to, shall be treated as absolutely confidential.

Both parties agree to maintain confidentiality of this MoU and shall not divulge such information to any third party under any circumstances whatsoever. The First party shall seek the prior consent of the Second party before using each other's names, material, logo pertaining of YHAI.

- **Arbitration: -**


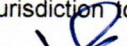
All disputes and differences of any kind whatsoever arising out of or in relation to the relationship, meaning and operation or effect of this MoU or breach thereof shall be settled amicably. If, however, the parties are not able to resolve them amicably within a period of 30 days, the same shall be settled by arbitration. The dispute(s) will be referred to a sole arbitrator to be appointed by 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., Any appeal / application will be subject to the exclusive jurisdiction of courts at Raipur, Chhattisgarh.

- **Counterparts, Language of MoU: -**

This MoU is made in one language- English one original counter-part in 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 Raipur, Chhattisgarh.

IN WITNESS WHEREOF, the parties hereto, have duly executed, sealed and delivered this MoU the day and year first above written.

Chhattisgarh Tourism Board, CTB
YHAI

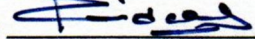
Youth Hostels Association of India,


Name: Anil Kumar Sahu, IFS

Designation: Managing Director

Place: Raipur, Chhattisgarh

Managing Director
Chhattisgarh Tourism Board
Raipur


Witness 
Santosh K. Raizada


Name: Rupesh Kumar Pandey

Designation: Chief Executive Officer

Place: New Delhi

Chief Executive Officer
YOUTH HOSTEL ASSOCIATION OF INDIA
5, NYAYA MARG, CHANAKYAPUR II
NEW DELHI - 110021

Witness 
K. Subramanyam

Date: 17.07.2022