

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made and entered into (Chandiwala Estate, Maa Anandmai Marg, Kalkaji, New Delhi - 110019) on the (21.01.2025) Between:-

**Banarsidas Chandiwala Institute of Hotel management & Catering technology, New Delhi, India**

**AND**

**Global Education Management Overseas Ltd** (hereinafter called "GEM") Company No 05415393 having registered Office at Global Education Management (Overseas) Ltd Kings Head House, 15 London End, Beaconsfield HP9 2HN

### **WHEREAS**

The purpose of this Agreement shall be the following as agreed between the parties:

- i) Cultural Exchange and Practical Training experiences for students of School / its partners.
- ii) Internship programs for students.

### **IT IS HERBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

Specifically for Cultural Exchange Programme / Internships Abroad

1. **Sharing Resumes:** School Partner will collect the resumes/CVs of students interested in internships abroad and arrange interaction of interested students with Global Education Management Overseas Ltd for exchanging information, sharing the procedures and offering career counseling support by using tools like Skype, Zoom, telephone calls or in person.
2. **Student Eligibility:** GEM will check the eligibility terms and conditions for registration such as academic qualifications, level of English proficiency, relevant work experience and financial standing. GEM will also check at the start of the program if the visas remain open for different destinations. Feedback will be given to the named coordinators from School Partner.
3. **Student Administration:** In order to commence engagement, the program procedure, terms and conditions and fee structure, as mutually agreed between GEM and School Partner will be provided to students. Students will need to return the signed agreements to GEM. School Partner should facilitate exchange of information, progress chase and assist with students/parents' understanding of the program. If the school is adding fees on top of GEM's fees then this should be transparent and clear and the way for remittance to school from GEM should be clarified. The fees will only be remitted once visa issued for student.
4. **Communicating Fee updates:** Program fees and details will be updated annually by 30<sup>th</sup> January of each year. The updated program fees will be shared to School Partner by 1<sup>st</sup> November of that preceding year. Outside of these dates if there are new programs within the year or pricing factors beyond our control the Partner will be informed of these updates at least 30 days before any new enrolments.



5. **Annex documents.** In the attached annex 1 is an overview of the existing programmes, pathways and fees that School Partner can promote and send students to GEM. In addition, attached are the standard student terms and conditions for France. Other scheme details are provided at the time of enrolment for each program. The overview of programs and terms and conditions may change over time and will be updated through communications and notices.

Noteworthy, are conditions of fees amounts, other costs, cancellation and refund.

We highlight that there will be **no refund** if the student cancels, withdraws and changes their mind or documents are fraudulent see the terms in each programme. They will be given options to defer or exchange their position with other students or credit onto other programs. For which an undertaking from the students shall be taken. The annex documents can be adjusted subject to the notices.

6. **Agreed Actions:** It is planned and hoped that the School Partner will enroll new students on GEM's programs.

7. **Payment Schedule and Arrangements between students and GEM:** Payments will be made on the following schedule:

- (i) payments for registration fee (50% of total programme fees) not later than 15 (fifteen days) days after confirmed acceptance of the student to GEM International bank account. Bank details will be shared. GEM will inform School Partner the names of those accepted and their programme destinations. Note that delays in receiving payment will have an impact on arrival times hence it is preferable to pay earlier.
- (ii) Final programme fees 50% will be made by the students to GEM International bank account not later than 15 (fifteen days) after GEM has sent confirmed placement to School Partner and student.
- (iii) Any fees School / partner institutions would wish to add on top of GEM's for their own administration is separate and over and above our quoted fees or updated fees and should not come out of GEM fees or be charged to GEM. All fees School / its partner institutions may charge separately should be managed by respective organizations.

8. **Banking Terms and Responsibility:** School will ensure that any banking charges are covered and send receipt of payment to GEM. It will be the responsibility of the student to make the payments and deal with any outgoing financial transactions.

9. **Sole Discretion GEM Refunds and Terms and Conditions**

- (i) GEM refund payments for example for visa refusals as specified in student terms and conditions will be made direct to the student by GEM.
- (ii) GEM programme terms and conditions will be honored by the students. GEM will have the final say, interpretation and decision in students' eligibility, acceptance, payments and conditions of any refunds.



10. **The parties** agree that each party may publish or advertise the existence of the collaboration between the parties pursuant to this Memorandum and such collaborative activities undertaken in promotion of this Memorandum

Provided that:

Prior approval of the other party shall be obtained on all such marketing and related materials before publication unless otherwise agreed in writing, each party shall meet its own cost for such marketing activities undertaken.

11. **Each party** hereby undertakes that it shall respond expeditiously to the other party in relation to any request for approval as required under this Memorandum of Understanding.

12. **Confidentiality and Data Protection** All information should be kept confidential and private and all data sufficiently stored and protected against misuse for 5 years

13. **Communications** School / its partner institutions will not communicate with host employers, visa authorities or visa sponsors without consulting GEM and both parties should respect their primary roles and seek to take care with the form and style of communications electronically such as WhatsApp, social media, emails and in official communications. Copies of pricing for different programs will be shared two months before any enrolment or at the annual fee updates.

GEM will ensure all relevant communications to the students / School partners will be routed through School and will route all relevant student enquiries through School / its partners at all times.

#### 14. **Amendments, Renewal and Termination**

Amendments and additions may be made to this Memorandum of Understanding and Annex content subject to the written joint mutual consent of the both the parties, through separate agreements, as deemed necessary.

This Memorandum shall become effective once signed by both parties and will continue from the date of signature. It can be further updated by both the parties on mutually agreed terms and conditions.

This Memorandum will continue subject to termination by either party giving three( 3) months prior written notice to the other.

The termination of this Memorandum shall not affect any collaborative activity or accrued payments which shall continue in accordance to program terms and conditions agreed upon between the parties pertaining to that collaborative activity. Where no such separate terms and conditions were agreed upon, then the parties agree to ensure that upon termination of this Memorandum, the interest of any students or staff of either party affected by the termination shall not be prejudiced and the parties shall undertake suitable arrangements to safeguard the interest

Two handwritten signatures in blue ink are located at the bottom of the page. The signature on the left is a cursive 'AA' and the signature on the right is a cursive 'RY'.

of the affected persons, including continuing such programs, courses or activities until completion by the affected persons.

15. **Mutual indemnification** The parties agree that they shall defend, indemnify and hold harmless each other and their subsidiaries, successors, officers, directors and against any and all claims, demands, losses and liabilities arising directly or indirectly from the parties' acts or omissions related to or in performance of this agreement.

16. **Dispute Resolution** This Memorandum is a statement of understanding. In the event of any dispute arises out of this Memorandum of Understanding, all such disputes shall be settled mutually in an amicable manner if needed using an international dispute resolution service.

17. **Non-Competition, Privileged Information and Exclusivity** Both parties should observe respect and confidentiality in mutually shared information and should not use this for competitive gain. This includes contacting host employers shared with School / its partner institutions with a view to circumventing the internship provider GEM for commercial gain and using information for private gain. The agreement model signed will be exclusive to School and in return GEM will have exclusivity in dealing with School for Internship and work abroad programs for France.

If this is breached all existing work will finish with a calculation of student fee amounts outstanding to be settled. Any other disputes will be settled as guided by clause 16 Dispute Resolution.

18. **Force Majeure** In event of acts of God, omissions and errors, pandemics or accidents or other unforeseen events, the parties will work together to find amicable solutions for our mutual clients but will not be financially liable to each other or third parties for these events' consequences.

Separately, all students will need to purchase travel and medical insurance agreed by respective embassies and be subject to their underwriting terms and claims process. We will pass the insurance details required by embassies but are not responsible for the insurance companies claims, awards or underwriting process.

IN WITNESS WHEREOF, parties hereto set and subscribed their respective hands the day and year first herein above written.

SIGNED AND DELIVERED

BY THE WITHNAMED

*Shandai*  
21/11/2025

PARTY OF THE FIRST PART

In the presence of:

1. *Manish* (MANISH)

2. *Dr. Anurag*



SIGNED AND DELIVERED

BY THE WITHNAMED

*Frantz K*  
*Yew*  
DIRECTOR GEM OVERSEAS.

PARTY OF THE SECOND PART

In the presence of:

1. *Sunita Kapoor*

2. *Divya Thakur*