



Government of
Maharashtra



Memorandum of Association

Between

Directorate of Tourism, Government of Maharashtra having its registered head office at 156-157 Nariman Bhavan, 15th Floor, Next to NCPA, Nariman Point, Mumbai 400021 through its Director, Mr. Milind Borikar hereinafter referred to as "DoT" (which expression shall unless repugnant to the context or meaning thereof shall include its administrators, successors and assigns) of the first part.

And

University of Mumbai,
Mahatma Gandhi Road, Fort, Mumbai, Maharashtra 400032

And

Tourist Guide Association (TOGA) having its registered office at 1A/27, Tata Mills
Coop Housing Society, 6th Floor, Elphinstone Road, Parel, Mumbai -400012

In Support of Unique Tourism Projects under Maharashtra Tourism Policy 2016

This MEMORANDUM OF UNDERSTANDING has been made and executed on this
27th day of the month of September 2021 at Mumbai

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INTRODUCTION

University of Mumbai is famed for its architecture as it was built in the 19th century, by the British, in the Victorian Gothic style of architecture. The building is part of the Victorian and Art Deco Ensemble of Mumbai, which was added to the list of UNESCO World Heritage Sites in 2018.

In order to create awareness of the rich heritage, history and architecture of this monumental structure of Mumbai, the Directorate of Tourism, Govt. of Maharashtra (DoT) has proposed to facilitate heritage walks in the University of Mumbai (fort campus) premises, with the approval and guidance of the concerned authorities of the University of Mumbai.

DoT has appointed Tourist Guide Association (TOGA), which is a registered trust, Registration No. F - 35269 (Bombay), to execute the said heritage walk of the University of Mumbai. TOGA is the only group of Govt. approved Guides, licensed and trained by the Ministry Of Tourism, Govt. of India, and affiliated to TGF1 (Tourist Guides Federation of India, Delhi) and WFTGA (World Federation of Tourist Guide Associations).

In order to take this proposal forward, it is necessary to consider a **three-party MoU between DoT, University of Mumbai and TOGA.**

Accordingly all the three parties have discussed and have mutually agreed as below:

ROLES AND RESPONSIBILITIES OF THE THREE PARTIES

(1) For Tourist Guide Association (TOGA)

Please note – Hereby the organization will be referred to as TOGA

- a) Only Regional Level Guides who are licensed by Ministry of Tourism and Culture, Government of India, who are members of **TOGA** will be allowed to guide inside the said monument, namely University of Mumbai.
- b) **TOGA** need to select the regional guides amongst their members who will be guiding the tourists/visitors inside the University of Mumbai. This list should be accompanied by the guides' licenses and AADHAR Card copies.
- c) **TOGA** should arrange an orientation program for the selected regional guides about the history and architecture of the University of Mumbai. This orientation program must include concerned officials from DoT and University of Mumbai.
- d) **TOGA** will follow the necessary security guidelines suggested by the University of Mumbai. The visitors/ tourists would be given entry only upon producing their identity proof (Aadhar card/ passport) at the security gate. Each group would be accompanied by the Security Personnel from University of Mumbai during the entire heritage walk.

- e) **TOGA** will follow the walking route suggested by the University of Mumbai which will cover the Convocation Hall and the adjacent Library building.
- f) **TOGA** to ensure that the heritage walk of University of Mumbai will be only booked using an online booking platform. No direct bookings will be permitted.
- g) There will be an entry fee (per heritage walk) of Rs. 100/- (plus taxes, if applicable) per Indian national (domestic) tourist/visitor and Rs. 300 (plus taxes, if applicable) per international (foreign) tourist/visitor. Any tip received will be retained by the guides.
- h) In case of requirement of foreign language speaking guides, TOGA will need to be informed at least 1 month prior to the heritage walk date. Rs. 500 per person will be charged EXTRA for foreign language speaking assignments.
- i) The entry fee will be divided between:
- TOGA Regional Guides (60% of the entry fee)
 - University of Mumbai (25% of the entry fee)
 - BookMyShow / or any other online booking platform (online booking platform commission) (10% of the entry fee), and
 - Directorate of Tourism, Govt. of Maharashtra (5% of the entry fee)
- j) **TOGA** has accepted low entry fees to ensure the project is successful. Review and increase of entry fees should be considered every 6 months.
- k) **TOGA** will need to coordinate with the online booking platform (BookMyShow) to ensure that appropriate fees are transferred to DoT on timely basis.
- l) **TOGA** will support and feature this heritage walk on their website, social media platforms, etc. using the necessary logos of the collaborators, subject to approval of the University of Mumbai and DoT
- m) **TOGA** will attach and create a hyperlink to the Maharashtra Tourism website/portal on its official website
- n) **TOGA** will collaborate with Directorate of Tourism, Government of Maharashtra to conduct the heritage walk of University of Mumbai in three languages, viz., in English, Marathi and Hindi. This will be reviewed as and when required based on the demand of regional language heritage walks.
- o) **TOGA** should provide database of tourist participation on monthly basis. This can be procured from BookMyShow as and when required.
- p) **TOGA** will provide feedbacks and video testimonials of tourists narrating their experience of the heritage tour on a monthly basis.



- q) The project should ensure safe, respectable and responsible tourism.
- r) **TOGA** to take responsibility of the quality and authenticity of the content disseminated during the heritage tour of the University of Mumbai.
- s) Any content related to the heritage walk, viz, script of the heritage walk and promotional content will need to be approved by the University of Mumbai and DoT.
- t) Any alterations or amendments in the project plan / operations must be submitted to Directorate of Tourism, Government of Maharashtra prior to its execution.
- u) TOGA will take a written declaration from each visitor/ tourist at the beginning of the heritage walk. This declaration should clearly mention the following:
 - 1. Photography and Videography are not permitted inside the University of Mumbai.
 - 2. Strict action will be taken by University of Mumbai against the visitor/ tourist in case of any loss/ damage/ unwanted activity caused by the visitor/ tourist. The erring visitor/ tourist would solely be responsible for any loss and damage cause to the University of Mumbai during visit and would be liable for civil as well as criminal action.
 - 3. Visitors/ Tourists should follow the security rules and regulations as directed by the Guide, Security Personnel or any official from the University of Mumbai during the entire heritage walk;
 - 4. Under no circumstances will University of Mumbai or DoT or TOGA be held responsible or liable whether directly or indirectly, for any damages or loss caused or sustained by the visitor/ tourist, in connection with the heritage walk.

(2) For Directorate of Tourism, Govt. of Maharashtra (DoT):

- a) DoT will offer Logo support which will not involve any financial implications. In case, Maharashtra Tourism Logo is found to be misused, the support will be withdrawn by DoT.
- b) DoT will offer publicity & PR support to promote the heritage tour of University of Mumbai on their website and social media accounts. Any content related to the heritage walk, viz, script of the heritage walk and promotional content will need to be approved by the University of Mumbai and DoT.
- c) DoT will offer guidance and initial set-up with the online booking platform to ensure low commission rates on the ticket fees.

- d) DoT will be within its right to enter into an MOU with any other Tourist Guide Association provider as deemed as necessary, with the consent of University of Mumbai.
- e) The tourist feedbacks and video bytes/testimonials will be used by the DoT to promote the unique tourism projects on its website and through social media, subject to approval of the University of Mumbai.
- f) MoU is being executed with a view of executing a unique market driven tourism project. For this activity, sole right is not given to **TOGA**, it means for similar projects / proposals, DoT may sign MoUs with other entities.
- g) If any complaints received about misuse of Maharashtra Tourism Logo, it will be cross verified and if **TOGA** is found to be guilty, DoT shall have the right to terminate the MoU with immediate effect and can also initiate appropriate proceeding as per the law depending on concerns of the matter.
- h) In case any business litigations arise within the entity or other legal entity, after signing of MoU; it may be noted that DoT will hold no responsibility in the matter.
- i) DoT will annually analyze the performance of the tourism project and decide on continuation of the Support. If the project is not found to have benefited tourism in the state, the support will be withdrawn.
- j) DoT to allow **TOGA** rights to use Maharashtra Tourism logo in their marketing material, social media and online applications.
- k) DoT to use its extensive social media reach to promote heritage tour of University of Mumbai guided by TOGA.
- l) DoT will announce its collaboration with **TOGA** on its Social media handles and tag them.
- m) **TOGA** shall use the Maharashtra Tourism logo in their app, advertisement and electronic promotions as a partner organization.
- n) **DoT** will not be responsible for any litigation/ criminal case between the host/guide, customer and **TOGA**.

(3) For University of Mumbai:

- a) The University of Mumbai will allow conducting heritage walks in their premises as per the prescribed route mentioned in point 1(e)



- b) The number of tourists per heritage walk will be restricted to 15 in number. This number will be reviewed to consider the tourist peak seasons.
- c) University of Mumbai heritage walk will be conducted on Sundays and Bank Holidays from 10:00 AM to 2:00 PM only. The duration of each heritage walk will be maximum 1 hour.
3 heritage walks will be conducted on Saturday and 3 heritage walks will be conducted on Sunday in Marathi, English and Hindi languages respectively.
- d) TOGA will follow the necessary security guidelines suggested by the University of Mumbai. The visitors/ tourists would be given entry only upon producing their identity proof (Aadhar card/ passport) at the security gate.
- e) University of Mumbai will inform TOGA and DoT about any cancellation of the heritage walk at least 15 days in advance.
- f) The University of Mumbai will ensure that during the heritage tour of the University of Mumbai premises, the TOGA guide and the visitors/tourists will be accompanied by the Security Personnel for security reasons.
- g) In case of any loss /damage caused to the property by the heritage walk or for that matter, any unwanted activity committed by the visitors/ tourists during the heritage walk, the visitor/ tourist will be responsible on case to case basis. TOGA will need to ensure that the visitors/ tourists have been briefed at the beginning of the heritage walk on all the necessary rules and regulations as per the approved guidelines of University of Mumbai.
- h) For engaging and promoting students of University of Mumbai, two students from the department of History and Tourism will be allowed to join each heritage walk, on complimentary basis.
- i) These heritage walks will be conducted by TOGA and supported by DoT and University of Mumbai.
- j) University of Mumbai will support and feature this heritage walk on their website, social media platforms, etc. using the necessary logos of the collaborators, subject to approval of the DoT
- k) Any content related to the heritage walk, viz, script of the heritage walk and promotional content will need to be approved by the University of Mumbai and DoT.
- l) In case any business litigations arise within the entity or other legal entity, after signing of MoU; it may be noted that University of Mumbai will hold no responsibility in the matter.

I. EFFECTIVE DATES AND SIGNATURES:

This MOU shall come in force 27-09-2021 to 26-09-2024 the date after the signatures of all the three parties.

II. TERMS AND CONDITIONS:

This MOU is valid for period of 3 years as agreed by all the three parties from date of execution of this MOU. (Extendable)

III. LEGAL OBLIGATIONS:

A. Indemnity:

TOGA agrees to indemnify and keep indemnified other party in from time to time, at all times hereinafter against all losses, claims, damages, proceeding expenses, costs and consequences whatever on full indemnity basis which may sustain and /or incur or suffer in connection to executing the MoU.

B. Force majeure:

Neither party to this Agreement shall be held responsible for non-fulfillment of its respective obligation/s under this MoU due to the exigency of one or more of the force majeure events including but not limited to delay in accordance of permission from regulatory authorities, war, national emergency, violence, religious, social intolerance and acts of God such as flood, earthquakes, etc.

C. Termination/ Modification:

Either of the parties to this Agreement shall be entitled to terminate it by giving 1 month prior notice in writing to other party. All three parties of this MoU will maintain the confidentiality and privacy. TOGA will not claim any employer employee relationship in the future.

D. Notice and other communications:

All notices required to be served on the parties under the terms of this Agreement shall be considered to be duly served if the same shall have been delivered to or posted by registered mail to:

In case of DoT:

The Director,

Directorate of Tourism, Government Maharashtra,
156-157 Nariman Bhavan, 15th Floor, Next to NCPA,
Nariman Point, Mumbai 400021



In case of TOGA:

The President,
Tourist Guide Association (TOGA),
1A/27, Tata Mills Coop Housing Society, 6th Floor,
Elphinstone Road, Parel, Mumbai 400012

In case of University of Mumbai:

The Registrar, University of Mumbai,
Mahatma Gandhi Road, Fort, Mumbai 400032

Modifications of and amendments to this Agreement shall be effective only if made in writing and duly signed by the DoT, University of Mumbai and TOGA to that effect.

E. Waiver:

No failure or delay on the part of either of the parties in exercising any of their right/s or remedies contained herein shall operate as a waiver, default or acquiescence in respect of such right/s or remedies by the said party.

F. Severability:

If any provision/s of this Agreement is for any reason and to any extent determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remaining provisions of the this MoU shall be interpreted so as to be conducive to the intention of the Parties hereto.

G. Entire Agreement:

This Agreement sets forth mutual agreed consent of DoT, University of Mumbai and TOGA and arrived at, with respect to the subject matter herein and supersedes all pervious negotiations and understandings between them in respect of the said matter.

H. Disputes / Conflicts:

All disputes/ differences arising out of or in connection with this MoU will be resolved by and between Director of DoT, University of Mumbai and TOGA and their decision will be final and binding on the three parties of

this MoU. The court in Bombay city only will have jurisdiction to dispute arising of the MoU.

In accordance with the provisions of Indian Arbitration & Conciliation Act, 1996, as amended and the award of the Arbitration shall be binding on both the parties. The Court in Bombay city only will have jurisdiction to dispute arising of the MoU.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTE THIS LEASE AGREEMENT ON THE 27th DAY OF THE MONTH OF SEPTEMBER 2021 FIRST
HEREIN ABOVE WRITTEN.



Registrar
University of Mumbai
Fort, Mumbai-400 032.

For and on behalf of

**Directorate of Tourism
Government of Maharashtra**

(AUTHORISED SIGNATORY)

Name: Mr. Milind Borikar

Designation: Director

Email: connect.dot-mh@gov.in

Place: Mumbai

For and on behalf of

**University of Mumbai
Mumbai, Maharashtra**

(AUTHORISED SIGNATORY)

Name: Prof. B. N. Gaikwad

Designation: Registrar

Email: registrar@fort.mu.ac.in

Place: Mumbai

**Registrar
University of Mumbai
Fort, Mumbai-400 032.**



For and on behalf of

Tourist Guide Association (TOGA)

(AUTHORISED SIGNATORY)

Name: Ms. Jerroo Bharrucha

Designation: President

Email: togamumbai@gmail.com

Place: Mumbai