



**Memorandum of Association**

Between

**Directorate of Tourism, Government of Maharashtra having its registered head office at 156-157 Nariman Bhavan, 15<sup>th</sup> 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  
27<sup>th</sup> day of the month of September 2021 at Mumbai**

*MS*

- 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.

MS

- 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)



**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



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 27<sup>th</sup> DAY OF THE MONTH OF SEPTEMBER 2021 FIRST  
HEREIN ABOVE WRITTEN.



*NBS*

Registrar  
University of Mumbai  
Fort, Mumbai-400 032.