

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on the 2nd day of December 2016 at Hyderabad by and between :

The Commissioner of Tourism, Department of Tourism, Government of Telangana, located Tank Bund road, Hyderabad 500029 represented by its Commissioner Smt. Sunita Bagawath, IFS, (herein after referred to as "COT") which expression shall unless repugnant to the context means and include its successors and assign of the ONE PART.

AND

M/s _____ a company registered under Companies Act 1956/2013 located at address: _____ represented by its Managing Director/General Manager/ _____ Sri/Smt _____ S/o - W/o - : _____ age: _____ years, R/o _____ (herein after referred to as company) which expression shall unless repugnant to the context means and include its successors and assign of the SECOND PART.

WHEREAS Government of Telangana, Department of Tourism through its Commissioner of Tourism as a policy to promote Telangana culture and traditions intends/plans to support the organizations financially and materially to conduct the traditional and / or cultural events for the promotion of culture and traditions of Telangana.

WHEREAS "COT" has made all efforts to ensure the accuracy and currency of the content on this website, the same should not be construed as a statement of law or used for any legal purposes. In case of any ambiguity or doubts, users are advised to

verify/check with State Government and/or other source(s), and to obtain appropriate professional advice.

WHEREAS "COT" will not be liable for any expense, loss or damage including, without limitation, indirect or consequential loss or damage, or any expense, loss or damage whatsoever arising from use, or loss of use, of data, arising out of or in connection with the use of this web directory.

WHEREAS The terms and conditions shall be governed by and construed in accordance with the Indian Laws. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts [in Hyderabad](#).

WHEREAS The information posted for the promotions could include hypertext links or pointers to information created and maintained by non-government/private organizations. Telangana Government is providing these links and pointers solely for your information and convenience. When you select a link to an outside website, you are leaving the webpage and are subject to the privacy and security policies of the owners/sponsors of the outside website. The **"COT"** does not guarantee the availability of such linked pages at all times.

The parties have preliminary discussions in this matter and have ascertained areas of board consensus. The parties now, have therefore, agreed to enter in writing these areas of consensus, under a Memorandum of Understanding.

Now this Memorandum of Understanding witnesses that:

These terms and conditions shall be governed by and construed in accordance with the Indian Laws. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the Principal Secretary of Telangana Tourism Department

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for any legal purposes. It accepts no responsibility in relation to the accuracy, completeness, usefulness or otherwise, of it's content. Users are advised to verify/check any updated information available with the concerned Government department(s) and/or source(s), and to obtain any appropriate professional advice before acting on the information provided in the Website.

WHEREAS "COT" or the Government of Telangana State under no circumstance should be held responsible for any cancellation/postponement/delay/changes in the schedule of the event being organized.

These terms and conditions shall be governed by and construed in accordance with the Indian Law. Any dispute arising under these terms and conditions shall be subjected to the exclusive jurisdiction of the State Government.

Price and Payment Policy

For the Services which are being provided by the Government, payment shall be done only after the event is executed by the **"Company"**. Also the amount to be sanctioned can be altered by the Principal Secretary at any point in time. However Telangana Tourism reserves its right to add or delete any mode of payment without any prior notice.

"COT" and "Company" agree that the activities of the organization in general and the proposed project in particular should be supportive to the promotion of Indian/Telangana Culture and should not involve any sort of anti-social activities. A declaration to this extent should be given by the organizers.

Any malpractice/mischief/ cheating/criminal case, if any by the organization will be liable for Block-listing.

The **"Company"** submitting the application for the financial assistance from the Government should share the details of all the Governmental Sponsorship resources.

The “**Company**” applying for the Government Sponsorship is liable only from one source of Sponsorship. The Sponsorship of the organization shall be cancelled if found the organization has other sponsorships from the Government Source.

“**COT**” shall sanction the sponsorship for each organization only once in a financial year.

Force Majeure

Force Majeure shall mean any act, event or circumstance which materially affects the performance and/or obligations of the parties under this Agreement but only to the extent that such Force Majeure events are not within the reasonable control of the parties and could not have been controlled / avoided inspite of best efforts. There will not be any liability resulting out of Force Majeure event on both parties.

This MOU

constitutes the entire MOU between the Parties concerning the Services and all other matters covered herein, and supersede all prior and contemporaneous MOUs, written or oral, other than any written, fully- executed contemporaneous MOU which specifically acknowledges the existence of this MOU.

Severability:

In the event that any provision of, or restriction contained in, this Agreement/MOU is held by a court of competent jurisdiction to be invalid or unenforceable, and is not reformed by such court, the remaining provisions and restrictions contained in this Agreement/MOU shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions of this Agreement/MOU had not been included.

In witness whereof the Parties have executed this MOU through their authorized representatives on the day and year first above written.

Commissioner of Tourism
Department of Tourism,
Tankbund Road.
Hyderabad

Witness:

1.

2.