



Memorandum of Understanding (MoU)

by and between

César Ritz Colleges Switzerland
and its sub-brand, **Culinary Arts Academy Switzerland**
Switzerland

and

V.M. Salgaocar Institute of International Hospitality Education
India

(each, a **Party**, and together, the **Parties**)

6 June 2023

* * *

Whereas

César Ritz Colleges Switzerland ("CRCS"), Culinary Arts Academy Switzerland ("CAAS") and V.M. Salgaocar Institute of International Hospitality Education ("VMSIHE") are willing to cooperate to provide international education and practical training for VMSIHE students to strengthen their educational experience and to better serve the hospitality industry by gaining additional knowledge and skills through this exchange.

Now, therefore, the Parties hereby agree as follows:

1. Admission

This Memorandum of Understanding (**MoU**) provides the terms and conditions for the admission of VMSIHE students who have successfully completed the Bachelor of Science in Culinary Arts or the Bachelor of Science in International Hospitality Management to progress towards the following awards: (referred as **the Programs** in this document):

- **Master of Arts in Hospitality and Tourism Entrepreneurship** – granted by César Ritz Colleges Switzerland and University of Derby, UK
- **Master of Arts in Culinary Business Management** – granted by Culinary Arts Academy Switzerland and University of Derby, UK
- **Swiss Grand Diploma in Pastry & Chocolate Arts** – granted by Culinary Arts Academy Switzerland (*advanced standing progression for graduates in Bsc. Culinary Arts at VMSIHE*)

In order to be eligible for the Program, VMSIHE students will have to meet the conditions set forth in Appendix A.

CRCS/CAAS retain complete authority to verify and decide whether such conditions are met and decide whether to admit a VMSIHE student, on a case-by-case basis. In any event, CRCS/CAAS shall not be obliged to accept a VMSIHE student, even if such VMSIHE student is eligible for admission pursuant to the conditions set forth in this Article.

In the event a student completes successfully the admission process set by CRCS/CAAS and is admitted to the Program, he/she shall, as a rule, directly begin with the term of the Program indicated in Appendix B unless decided otherwise by CRCS/CAAS on a case-by-case basis.

This MoU for the sake of brevity refers to the students opting to pursue their Masters/Diploma at CRCS/CAAS as '**VMSIHE students**'. It is agreed that the students once admitted to CRCS/CAAS, shall be deemed to be the students of CRCS/CAAS for the purposes of this MoU and in connection with all financial obligations with respect to payment of fees and all other incidentals, due and payable by the students under this MoU.

2. Program

The exact content and the schedules of the courses, of the Program, to be undertaken by VMSIHE students at CRCS/CAAS will be freely determined by CRCS/CAAS.

The successful completion of a Program at CRCS/CAAS will result in the VMSIHE student graduating with the award/s as included in the academic provisions specified in Appendix A.

3. Fee Structure

VMSIHE students will be required to pay the standard fee, as set out by CRCS/CAAS and stated in the latest brochure & application package.

Fees are paid per term and required six weeks prior to the start of the Program.

VMSIHE shall be under no obligation of any nature whatsoever nor VMSIHE can be held liable for any default /non-payment of any fees by the concerned Student/s admitted in CRCS/CAAS, pursuant to this MoU. CRCS /CAAS shall proceed with the concerned student/s independently with regard to the default/non-payment of fees, etc. and in accordance with its rules and regulations and shall not have any recourse to VMSIHE in connection with the default/non-payment of fees.

4. Responsibilities of the Parties

CRCS/CAAS undertakes to:

- Enable Faculty exchanges between CRCS/CAAS and VMSIHE to deliver masterclasses online or onsite in Switzerland or India. Suitable dates to be agreed upon by both parties separately;

If any faculty/ies of CRCS/CAAS travel to Goa at VMSIHE campus for delivering Onsite Masterclass, CRCS/CAAS shall bear the expenditure relating to the travel, visa and other expenses related to travel of such faculty/ies. The Host Institution will be responsible for meeting the cost of accommodation and meals for the visiting faculty/ies. No other costs shall be borne by the Host Institution.
- Promote the Program to the VMSIHE Students interested in such Program;
- Provide all relevant information, promotional materials and admission procedures to VMSIHE Students, as required by VMSIHE; and
- Inform VMSIHE of any changes that might affect this Agreement.

VMSIHE undertakes to:

- Enable Faculty exchanges between VMSIHE and CRCS/CAAS to deliver masterclasses online or onsite in India or Switzerland. Suitable dates to be agreed upon by both parties separately;

If any faculty/ies of VMSIHE travel to Switzerland at CRCS/CAAS campus for delivering Onsite Masterclass, VMSIHE shall bear the expenditure relating to the travel, visa and other expenses related to travel of such faculty/ies. The Host Institution will be responsible for meeting the cost

of accommodation and meals for the visiting faculty/ies. No other costs shall be borne by the Host Institution.

- Provide full support to CRCS/CAAS to promote the Program to all interested VMSIHE students;
- Promote the Program to the VMSIHE students; and
- Inform CRCS/CAAS of any changes that might affect this Agreement.

5. Renewal, Termination and Amendment

This MoU will be in effect for a period of 2 years from the date of signature and may be renewed by mutual consent.

Either Party can terminate this MoU at any time by providing a 90-day written notice for the end of a CRCS/CAAS academic term.

The issuance of notice by either party shall not affect the rights of the students pursuing their course/program at CRCS/CAAS. Such students who have complied with all the terms and conditions including payment of fees pursuant to the terms of this MoU, shall have unfettered rights to pursue their course /program at CRCS/CAAS and complete the course/program at CRCS/CAAS, subject to payment of the applicable fees and compliance with the rules and regulations of CRCS/CAAS.

6. Miscellaneous

This MoU constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements or understandings of the Parties relating hereto.

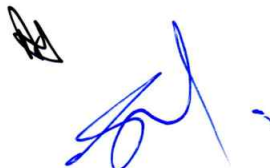
Each Party shall act as an independent contractor and nothing in this Agreement shall be construed to create a partnership or joint venture, nor shall it give to one Party the power or authority to act for, bind or commit the other Party in any way. Each Party is not authorised to make any statement, claims, representation or warranties, or act on behalf of the other Party, except as specifically authorised in writing by the other Party. Accordingly, one Party shall not use or refer to, the name or logo of the other Party without the previous written consent of the other Party.

This MoU, including this provision, shall not be amended or modified except by a document in writing duly executed by the Parties.

Neither Party may assign or transfer, in whole or in part, or delegate all or any portion of his rights or obligations under this MoU without the prior written consent of the other Party. Any assignment, transfer or delegation made without such consent shall be void.

If any provision of this MoU is held to be unenforceable under applicable law for any reason, it shall be adjusted rather than voided, and if such provision is declared totally or partially void, the remaining part of the provision and all other provisions of this MoU shall remain valid and enforceable to the fullest extent possible.

Publications and/or presentations concerning matters of interest for CRCS/CAAS are subject to the written permission of CRCS/CAAS. CRCS and CAAS are part of Swiss Education Group (SEG).



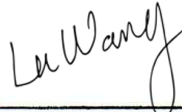
7. Governing Law and Jurisdiction

This MoU shall be governed by, interpreted and construed in accordance with, the substantive laws of Switzerland, without reference to conflict of laws principles thereof.

Any dispute, controversy or claim arising out of or in relation to this MoU, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce or with the Singapore International Arbitration Centre Rules (SIAC Rules), as may be mutually agreed, in force on the date when the Notice of Arbitration is submitted in accordance with these relevant Rules. The number of arbitrators shall be one. The seat of the arbitration shall be in Sion or Singapore, respectively. The arbitral proceedings shall be conducted in English.

In witness thereof, the Parties have duly executed this Memorandum of Understanding in Switzerland and India, on 3 May 2021.

**César Ritz Colleges Switzerland
Culinary Arts Academy Switzerland**



Mr. Leo Wang
Chief Executive Officer
Swiss Education Group

**V.M. Salgaocar Institute of International
Hospitality Education**



Mr. Dattara Salgaocar
Chairman
V.M. Salgaocar Institute of International
Hospitality Education

P.P. Victor Goncalves
Chief Operating Officer



Mr. Ronan Fitzgerald
VP Marketing & Business Development
Swiss Education Group



Prof. I. S. Mirza
Director/Principal
V.M. Salgaocar Institute of International
Hospitality Education

Appendix A

It is agreed that CRCS/CAAS will:

1. Process all complete applications.
2. Recognize previous studies undertaken at VMSIHE towards its Program.
3. Accept those candidates from VMSIHE who have a minimum TOEFL IBT 67-74 or IELTS equivalent to 6.0 for Master Programs.
4. Accept those candidates from University Name who have a minimum TOEFL IBT 55 or IELTS equivalent to 5.5 for the Swiss Grand Diploma in Pastry & Chocolate Arts;
5. Award VMSIHE Students the qualification to the Program successfully completed. Course progressions for the different options are listed in Appendix B.

It is agreed that VMSIHE will:

1. Test and select VMSIHE students to ensure an adequate level of English and academic performance.
2. Promote this Program at VMSIHE.

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a vertical line and a small dot.

Appendix B

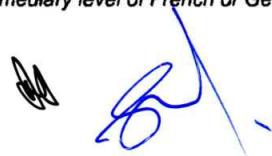
OPTION 1: MASTER OF ARTS IN HOSPITALITY AND TOURISM ENTREPRENEURSHIP

Progression path for students transferring from VMSIIHE to César Ritz Colleges Switzerland
at **postgraduate level**:

<p style="text-align: center;">STAGE 1</p> <p style="text-align: center;">Successful completion of the Bachelor of Science in International Hospitality Management <u>or Bachelor of Science in Culinary Arts</u> at VMSIIHE</p>
<p style="text-align: center;">STAGE 2*</p> <p style="text-align: center;">2 x 11 weeks at César Ritz Colleges Switzerland – Brig campus</p> <p>Term 1 (11 weeks)</p> <ul style="list-style-type: none">- Creativity and Innovation for Competitive Advantage- Hospitality Industry Operations & Trends- Decision Making in Entrepreneurial Finance- Corporate Entrepreneurship for Hospitality and Tourism- Business Research Methods- French or German <p>Term 2 (11 weeks)</p> <ul style="list-style-type: none">- Strategic Marketing for Entrepreneurs- Risk, Crisis and Recovery in the Global Hospitality and Tourism Industry- Digital Marketing and e-Commerce in the Hospitality and Tourism Industry- Leading Success Through Human Capital- Business Sustainability in Hospitality and Tourism- Business Research Methods- French or German
<p style="text-align: center;">STAGE 3</p> <p style="text-align: center;">Term 3 & 4 Integrated Business Project / worldwide internship (4 to 6 months – local conditions apply/paid if taken in Switzerland)**</p>
<p style="text-align: center;">Master of Arts in Hospitality and Tourism Entrepreneurship granted by University of Derby (UK)</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Master of International Business in Entrepreneurship granted by César Ritz Colleges Switzerland</p>

**Course Curriculum in subject to change*

***Internship in Switzerland requires an intermediary level of French or German*



OPTION 2: MASTER OF ARTS IN CULINARY BUSINESS MANAGEMENT

Progression path for students transferring from VMSIHE to Culinary Arts Academy Switzerland
at postgraduate level:

<p>STAGE 1</p> <p>Successful completion of the Bachelor of Science in International Hospitality Management or Bachelor of Science in Culinary Arts at VMSIHE</p>
<p>STAGE 2*</p> <p>2 x 11 weeks at Culinary Arts Academy Switzerland – Le Bouveret campus</p> <p>Term 1 (11 weeks)</p> <ul style="list-style-type: none"> - Food Culture and Culinary Trends - Leadership and People Management - Revenue and Performance Analysis in the Culinary Industry - Sustainability, Social Responsibility, and Ethics - Strategic Management in the Culinary Industry - Culinary Fundamentals and Food Safety - French or German <p>Term 2 (11 weeks)</p> <ul style="list-style-type: none"> - Creativity and Innovation - Events and Catering Management - Advanced Marketing for the Culinary Industry - Research Methods - Food Entrepreneurship and Business Start-Up - International Cuisines - French or German
<p>STAGE 3</p> <p>Integrated Business Project / worldwide internship (4 to 6 months – local conditions apply/paid if taken in Switzerland)**</p>
<p>Master of Arts in Culinary Business Management granted by University of Derby (UK) and Master of International Business in Culinary Business Management granted by Culinary Arts Academy Switzerland, part of César Ritz Colleges Switzerland</p>

*Course Curriculum in subject to change

**Internship in Switzerland requires an intermediary level of French or German



OPTION 3: SWISS GRAND DIPLOMA IN PASTRY AND CHOCOLATE ARTS

Progression path for students transferring from VMSIIHE to Culinary Arts Academy Switzerland
at undergraduate level:

<p>STAGE 1</p> <p>Successful completion of the Bachelor of Science in Culinary Arts at VMSIIHE</p>
<p style="text-align: center;">STAGE 2*</p> <p style="text-align: center;">2 x 11 weeks at Culinary Arts Academy Switzerland – Lucerne campus</p> <p>Term 2 (11 weeks)</p> <ul style="list-style-type: none"> - Chocolate Arts - Modern Desserts - Taste Through Time: History and Cultures of Baking & Pastry Arts - Nutrition, Health and Special Diets - Business Communication - French or German <p>Term 3 (11 weeks)</p> <ul style="list-style-type: none"> - From Concept to Masterpiece – Theory & Practical - Baking & Pastry: Trends, Concepts and Innovations - Kitchen Management and Leadership - French or German
<p>Optional – worldwide 4-6 months internship (local conditions apply / paid if taken in Switzerland)**</p>
<p>Swiss Grand Diploma in Pastry & Chocolate Arts awarded by Culinary Arts Academy Switzerland</p>

**Course Curriculum in subject to change. Progression will be confirmed upon enrolment,
according to courses passed/covered.*

***Internship in Switzerland requires an intermediary level of French or German*

