

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (herein referred to as the "Agreement"/ "MoA") entered into this day **March 2, 2014** between International Institute of Wellness Studies (IIWS) a unit of Pevonia, **an Institution imparting and offering educational courses and employment** located at Greater Noida-201306, Sector- BZP, Greater Noida-201306, India, through its Head – Academic Operations Mr. Manav Dhingra (hereinafter referred to as the "IIWS" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) and **Ministry of Labour and Human Resources, the Royal Government of Bhutan**, (hereinafter referred to as "MoLHR" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)., the IIWS to this agreement is an Institution in Beauty, Hair, Make-up, Nail and Spa Therapy with all modern facilities functioning at Greater Noida (U.P).

## WHEREAS

the IIWS agreed to provide 100% employment guarantee post training at Five star rated hotels, spas & resorts across India with a minimum salary of Rs.10,000/-Rs.15,000/- plus Free Food , Accommodation & Transportation.

## WHEREAS

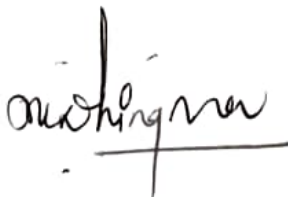
the MoLHR is currently focusing to produce highly trained and skilled professionals confident to deliver world class services to clients in today's rapidly growing wellness industry.

## WHEREAS

the MoLHR has the financial means and the desire to support aspiring students from Bhutan to join the institute for vocational training for gaining skills and employment purposes.

## WHEREAS

the IIWS has presented their proposal for vocational training of youths to the Ministry of Labour and Human Resources, Royal government of Bhutan on Hair Beauty & Spa in 2014. On approval of the proposal by the Royal Government both the parties now, have agreed to enter in writing the areas of consensus, under a Memorandum of Agreement for the conduct of business/training and employment.



THEREFORE, this Agreement witnessed as under:

### **I. AIMS AND OBJECTIVES OF THE PROJECT**

1. To provide quality vocational training in Spa Therapy and Beauty and Hair/Salon to unemployed youth from Bhutan and equip them to be employed in India in the Five Star rated Hotels, Spas & Resorts
2. To provide internationally accredited certificate and make the trained youth suitable for employment in the wellness industry across the world.

### **II.MANAGEMENT**

The Management of the day-to-day affairs of the institute shall be as per the Memorandum of the Agreement and as per IIWS rules

### **III.ACADEMIC PROGRAMMES – COURSES OF STUDY**

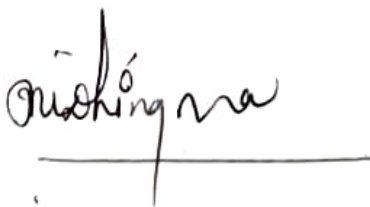
1. The classes for the above said courses shall be conducted by the IIWS at Plot No., F-6, Sector –BZP, Greater Noida- 201306 India on regular basis for 5 to 6 hours in a day, six days a week for duration of six months. The first four month of the training will be conducted at IIWS and final two months will be at recognized hotels as internship closely monitored by IIWS
2. Dates and schedules of examinations for the courses shall be announced by the IIWS. The centers of examination and valuation of answer scripts and centers for practical shall be at IIWS, Greater Noida
3. The IIWS shall declare results of the students on completion of the courses and issue the requisite certificates to the candidates under intimation to the MoLHR (copy of the certificates to be submitted to MoLHR)

### **IV. TARGET GROUP AND ELIGIBILITY CRITERIA**

- Registered job seekers at MoLHR job portal
- Qualification: minimum of class X passed who can speak English
- Age limit: 21-35 years

### **V.NUMBER OF STUDENTS TO BE TRAINED**

- 200 in 2014 Academic year

  
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## VI.ADMISSION PROCEDURES

1. A pre-briefing on the course (Training and employment) will be done in Thimphu, Bhutan by IIWS with the assistance from MoLHR before conducting selection interview.
2. A pre-admission interview shall be conducted jointly by the IIWS and MoLHR to evaluate suitability of the candidates after advertisement in the local media or inviting applications from interested candidates registered in MoLHR job portal for the course(s).
3. An orientation programme will be conducted by the IIWS to those selected candidates once the trainees reach at the Institute.

## VII.PROJECT COST

The cost of the courses shall be as given below:

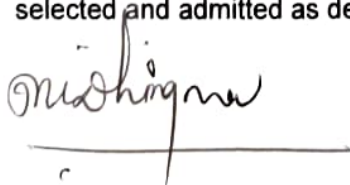
<u>1. Name of the course</u> <u>fee</u>	<u>Agreed Course/tuition</u>
i. Beauty and Spa Therapy	1,07,000/- per student
ii. Salon/Hair	1,07,000/- per student

### 2. TUITION FEE COVERS:

- i. Course Tuition fee
- ii. Food & Accommodation
- iii. Certificate and Registration Charges
- iv. Consumables & tool kit/uniform
- v. Transportation from Thimphu to Noida by train and internal transportation during the training period
- vi. Medical Insurance during the training only for hospitalization and not the day to day illness.
- vii. Study materials

## VIII. PROCEDURE FOR PAYMENT.

1. The fee shall be released by the MoLHR to the IIWS in the form of Bank Transfers or Demand Draft
2. The MoLHR shall pay to the IIWS the course fees for the number of students selected and admitted as decided by MoLHR.

  
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3. The payment for the training shall be paid in two installments as follows:
  - i. First payment: the MoLHR shall pay to the IIWS the 50% of the course fee within a month after signing MOA as maximum expenses are incurred at the commencement of training.
  - ii. The balance payment of 50% or final payment shall be made after completion of training and successful placement of the student in the 5 star rated Hotels, Spas and Resorts and upon verification of employment status as per the training report submitted by IIWS to MoLHR
  - iii. The payment of 50% shall not be made to the IIWS if the trained candidate is not employed.
4. The Payment shall be made to following address:
  - INTERNATIONAL INSTITUTE OF WELLNESS STUDIES
  - ANDRA BANK
  - SECTOR 8, ROHINI
  - NEW DELHI
  - CURRENT ACCOUNT:163611100002926
  - IFSC CODE: ANDB0001636

#### **IX. ROLES AND RESPONSIBILITIES OF IIWS**

1. The IIWS shall commence the training course by March 2014
2. The IIWS shall provide the entire infrastructure facilities including classrooms, laboratories, equipments, analytical tools and aids, library and highly trained professional staff. Facilities for boarding and lodging of students, counseling and guidance on course will be also provided.
3. If any student does not follow institute rules and regulation, the IIWS shall inform the MoLHR in writing and MoLHR will take necessary action to solve the problem.
4. The track records of attendance and the Internal Evaluation shall be done by the IIWS and shall be submitted to the MoLHR on a monthly basis.
5. The IIWS shall pay stipend for fifth and sixth months @INR 10,000 per candidate
6. Required Books and training materials will be provided by the IIWS to the trainees/students.
7. Submit money receipt within a month upon receipt of tuition fee to MoLHR via courier.

#### **X. ROLE & RESPONSIBILITIES OF THE MoLHR.**

1. The MoLHR shall be responsible for carrying out all administrative work (announcement, and facilitating trainees to undertake the program) pertaining to the implementation of the programme.

1. The payment shall be released in two installments in the ratio of 50:50. Only on receipt of the Utilization Certificate/money receipt for the amount released and detail training report (dully filled receipt of stipend, progress report, attendance details and employment placement details: appointment letter and contact address of employer and employee), second and final payment of 50% shall be released as per the MoA.
2. The MoLHR shall ensure timely release of the payment to the IIWS as agreed herein.
3. The MoLHR shall monitor the quality of the programmes through persons/officials appointed for the purpose after three months of commencement or at the end of the training program. Further, employment status will be verified by visit or direct contact to employer and employee

#### **XI. JOINT RESPONSIBILITIES OF IIWS AND MoLHR**

1. Set the criteria for selection interview and conduct the selection interview.
2. Any expansion or modification relating to the academic programmes or employment.
3. The IIWS shall consult or discuss with the MoLHR before the termination of any trainee (s) from the academy and the tuition fee refund or non-refund will be based on the circumstances and as per the discussion between the two parties.
4. Both the parties shall be responsible for evaluation and monitoring the progress of the students and training. (Official (s) from the DHR, MoLHR will visit the training institute as per its monitoring plan)

#### **XII RENEWABLE OF MoA**

The MoA will be renewed annually for next three years based on the performance of the IIWS in training and successful placement of graduates in 5 star hotels in India or other countries with a minimum salary of INR 10,000 – 15,000 or equivalent. Further, the renewable will also be based on the availability of Budget with the Ministry of Labour and Human Resources

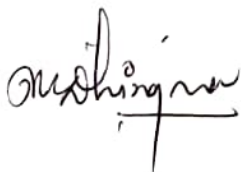
#### **XIII TERMINATION OF MoA**

The parties hereto shall have the right to terminate this agreement by giving 2 months notice to the other party for the following reasons or payment in lieu of notice on pro rata basis of the total cost of the training.

1. If the terms and conditions of this Agreement are not complied with

OR

2. If parties hereto mutually decides to terminate the Agreement. No notice period required if it is mutual and it will be based upon the discussion between the two parties and the acceptance to the terms and conditions.



#### XIV ARBITRATION

If any dispute and/or difference whatsoever between the parties arises relating to the financial assistance or effect of this Agreement or the validity or the breach thereof the same shall be resolved amicably between the two parties.

However in the eventuality of any legal proceedings, failing arbitrations arising out of or under this Agreement, shall be subject to the jurisdiction of laws of the Kingdom of Bhutan to provide any legal proceeding with respect to violation of the confidentiality provisions or otherwise involving the proprietary rights of either party. The venue of the arbitration shall be in Bhutan unless agreed otherwise between the parties.

#### XV MISCELLANEOUS

1. The collaboration is envisaged to provide admission for the academic year 2014 onwards.
2. All the terms and conditions of this MOA are subject to the approval of the Ministry of Labour and Human Resources and the provisions of the Rules and Regulations of the Royal Government of Bhutan.
3. This MOA shall be valid for a period of one year from this date and can be renewed on mutual consent.
4. Any change in the location of the registered office of the Center or amendment to the terms and conditions of this MOA shall be done only with the prior mutual concurrence of the parties.
5. Any notice to be given hereunder by either party to other shall be in writing and delivered personally, or sent by registered post.

i. If to IIWS:

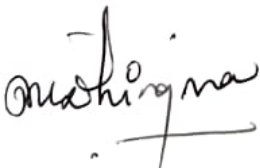
Head –Academic Operations, IIWS, Plot No.F-6, Sector: BZP , Greater Noida,  
U.P- 201301

(ii) If to the MoLHR:

Secretary, Ministry of Labour and Human Resources, Royal Government of  
Bhutan. P.O. Box # 1036. Thimphu, Bhutan.

#### XVI UNDERTAKING

The IIWS represents to MoLHR that it has all power and authority to enter into this Agreement and to perform its obligation mentioned; that this Agreement has been executed and delivered by a duly authorized representative of the IIWS enforceable against it in accordance with its terms; and that the execution, delivery and performance by it of this Agreement will not contravene and result in the breach of any contract or any provision of any Agreement or instrument to which it is a party or by which it is bound.

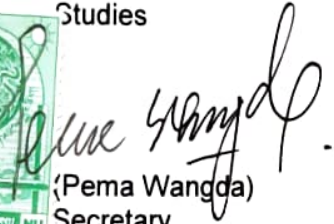


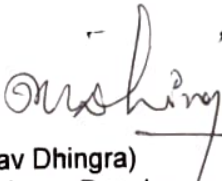
The MoLHR represents to IIWS that it has all power and authority to enter into this Agreement and to perform its obligations hereunder; that this Agreement has been executed and delivered by a duly authorized representative of the MoLHR enforceable against it in accordance with its terms; and that the execution, delivery and performance by it of this Agreement will not contravene and result in the breach of any contract or any provision of any Agreement or instrument to which it is a party or by which it is bound.

For and on behalf of  
Royal Government of Bhutan (MoLHR)  
Studies

For and on behalf of  
International Institute of Wellness



  
(Pema Wangda)  
Secretary

  
(Manav Dhingra)  
Head: Business Development

Ministry of Labour and Human Resources (MoLHR)  
Studies  
Royal Government of Bhutan

International Institute of Wellne

  
Witness

Mr. Sangay Dorji, Offtg Director

Department of Human Resources  
Ministry of Labour and Human Resources  
Royal Government of Bhutan

  
Witness

Jasmin Arethna  
Principal

International Institute of Wellness Studies