



मणिपुर मणिपुर MANIPUR

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MEMORANDUM OF UNDERSTANDING

Planning Department, Govt. of Manipur and the SVWL

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made this 07th day of September, Two Thousand and Ten (.....September, 2010) anno domini,

Between

the Governor of Manipur, represented for and on his behalf by the Joint Secretary (Planning) to the Government of Manipur (hereinafter referred to as "State Government" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the ONE PART

And

SURYA VINAYAK WELLNESS LTD, a company incorporated in India on 30-07-2008 under the Companies Act, 1956 with its Registration Number being U93090DL2008PLC181554 having its registered office at E-3, Mangolpuri, Ind. Area, Phase-II, ND-34, represented for and on its behalf by **Shri Manav Dhingra, Head-Academic Operations** (hereinafter referred to as "the SVWL" which expression

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shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the OTHER PART.

WHEREAS the SVWL, with all modern facilities functioning at Noida (U.P.) since 2008, is an acknowledged institution in beauty, hair and spa industry and is currently focusing on producing highly trained and skilled professionals equipped with latest knowledge and professional skills, which is paramount to confidently deliver world-class services to the clients in today's rapidly growing wellness industry;

AND WHEREAS with the above background, the SVWL has presented their proposal to the Government of Manipur in the Planning Department, vide their letter No.SVWL/EM/MP/011 dated 19th April, 2010 to extend imparting vocational training on beauty care and spa therapy and place the apprentices;

AND WHEREAS the State Government is interested to assist educated young persons from the State of Manipur to acquire skills which will enable them to find gainful employment with reputed companies;

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NOW THIS MEMORANDUM WITNESSES AND it is hereby agreed by and between the parties hereto as follows:

1.1 The SWWL agrees to accept young educated persons from Manipur State, who have passed Class-X, Class-XII or graduation, on the recommendation of the State Government for the following courses and agrees to place all those who complete the training programme in their company.

1.2 The SWWL will charge the fees indicated against the courses below:

Sl.No.	Name of the Course	Duration	Committed fee to be charged (in Rs.)
1.	Hair Styling	6 months+15 days	1,10,000/- per student
2.	Skin and Beauty	6 months+15 days	1,10,000/- per student
3.	Spa Therapies	6 months+15 days	1,10,000/- per student
4.	Nail Art & Make-up	6 months+15 days	1,10,000/- per student

1.3 The SWWL has indicated the break-up of the **above consolidated fee** as follows:



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i.	Accommodation and Fooding for 6 months which is inclusive of: Breakfast , Lunch, Dinner, One time tea and Snacks and air cooled Accommodation @Rs 5000/- p.m. which is a total of	Rs.30,000/- per person (for 6 months + 15 days)
ii.	Consumable Cost with tool kit @	Rs.16,000/- per person
iii.	Course Material & Stationary	Rs.3,000/- per person
iv.	Transport Cost @	Rs.1,000/- per person
v.	Tuition Fees @	Rs.60,000/- per person (all courses)
Grand Total		Rs.1,10,000/-

1.4 The above said courses shall be conducted at C-44, Industrial Area, Noida, U.P.-201301 on regular basis for duration of six months and fifteen days.

2.0 ADMISSION PROCEDURES

- (a) The SVWL shall furnish details of eligibility conditions for each course and request the State Government to invite applications by advertising in local papers, radio and TV channels in Manipur.

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(b) Both the parties will jointly screen the applications before the pre-admission interviews to be conducted by the Academic Team of the SVWL. The SVWL will also open a 24x7 Facilitation Centre at Imphal, Manipur with assistance from the State Government. The SVWL shall bear all expenses in connection with the pre-admission interviews.

(c) Registrations for the course applied for shall be completed at least two weeks before the course commences.

2.1 Academic Programmes – Courses of Study

The course materials shall be provided by and the classes for the above-said courses shall be conducted by the SVWL.

2.2 Tuition Fees

The State Government may fix appropriate charge for the application forms for admission to the courses of study.

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The tuition fee limited to Rs.60,000/- (Rupees sixty-thousand only) per student will be collected by the SVWL from the State Government by the way of Bank Draft/ Electronic transfer in favour of **Suria Vinayak Wellness Ltd** payable at NOIDA or DELHI. The selected candidates shall pay the charges for accommodation, fooding, course material & stationary and transport cost.

2.3 Examination

Dates and schedule of Examinations for the courses shall be announced by the SVWL at the beginning of each semester. The centres of examination and valuation of answer scripts and centres for practical's shall be C-44, Sector-62, Industrial Area, Noida-U.P.- 201 031.

3.0 ROLE & RESPONSIBILITIES OF THE SVWL

3.1 The SVWL shall provide entire infrastructure facilities including classrooms, laboratories, equipments, analytical tools and aids, library and qualified staff. Also facilities for boarding and lodging of students, counseling and guidance on courses will be provided by the SVWL.

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- 3.2 The track record of attendance and the internal evaluation (as a part of the examination work like classroom tests, assignments, seminars, etc.) will be done by the SVWL and monthly reports will be submitted to the State Government.
- 3.3 The SVWL guarantees employment to all successful candidates after the completion of certification from HABIA. The SVWL also guarantees a minimum salary of Rs.8,000/- per month. In case the successful candidates are not provided employment within 30 days of completion of the training programme, the SVWL undertakes to provide interim remuneration @ Rs.6,000/- per month to each such candidate and till employment is provided commensurate with the qualifications of the candidate. However, this shall not apply if the candidates are unwilling to take-up employment and / or the candidate has less than 90% attendance.
- 3.4 The SVWL shall not allow any kind of indiscipline which could be under the influence of drugs/alcohol, insulting fellow class-mates either verbally or physically, damaging property, theft, racism, ragging, hatred or sexual harassment. Offenders will be dismissed from the academy immediately and

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the tuition fee contributed by the applicants shall be forfeited. The contribution made by the State Government shall not be forfeited and shall be refunded by the SVWL to the State Government. Both the parties may jointly decide on selecting alternative candidates for utilizing the vacancy arising out of such dismissals.

4.0 ROLE & RESPONSIBILITIES OF THE STATE GOVERNEMENT

- 4.1 The State Government shall assist the SVWL for inviting applications from eligible candidates and screening of the applications received for the course based on the format jointly agreed to with the SVWL.
- 4.2 The State Government shall monitor the quality of the programmes being conducted by the SVWL through officers duly authorised for the purpose.
- 4.3 The State Government shall review the progress of the courses in each semester.

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5.0 JOINT RESPONSIBILITIES

5.1 The advertisement shall be released by the State Government after mutual approval by both the parties. The expenditure incurred in this regard shall be met by the State Government.

5.2 The annual intake of students shall be decided by both the parties jointly at the commencement of every academic year in consultation with each other.

5.3 Any expansion or modification relating to the academic programmes shall be decided jointly by both the parties.

6.0 MISCELLANEOUS

6.1 The academic session may start from a mutually agreed date and may comprise up to 200 students from Manipur.

6.2 The collaboration is envisaged to provide admission for the academic year 2010 onwards. The State Government shall arrange for Press Release and

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- advertisements to invite applications for admission for the academic year 2010 within 15 days of the format being agreed to between the two parties.
- 6.3 The Memorandum of Understanding shall be valid for a period of one year from this date of signing and may be renewed for further periods through mutual consent.
- 6.4 The State Government shall have the option to terminate this Memorandum of Understanding after giving notice of three months in advance of the date of termination and completing the formalities mutually agreed to.
- 6.5 In case of any dispute between the two parties, they will nominate a representative each to a Committee to be chaired by the Chief Secretary, Government of Manipur for resolving the dispute.
- 6.6 If the Committee chaired by the Chief Secretary, Government of Manipur is unable to resolve the matter, and the parties may approach the judicial Courts, the jurisdiction shall be of the Courts of Manipur and the Gauhati High Court, Imphal Bench at Imphal.

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In witness whereof the parties hereto have set and signed with seals this Memorandum of Understanding on the day, month and year first above written.

For and on behalf of the
Surya Vinayak Wellness Ltd.

(Signature)
(Manav Dhingra)
Head-Academic Operations

For and on behalf of the
Governor of Manipur,

(Signature)
(R. Sudhan) 6/9/20
Joint Secretary (Planning)
Government of Manipur

Witnesses :

1. *(Signature)*
Joint Director (P).
2.