



नगलैण्ड NAGALAND

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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (herein referred to as the "Agreement") entered into this day 26<sup>th</sup> April, 2010 between **Lambency Chrysalis Academy, a venture of Surya Vinayak Wellness Ltd (SVIL) EDUCATIONAL SOCIETY, an Institution imparting and offering educational courses located at NOIDA (U.P.)-201301**, Represented by Mr.Manav Dhingra ( Head-Academic Operations) (hereinafter referred to as the " PARTY OF THE FIRST PART" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) **and the Government of Nagaland**(hereinafter referred to as "PARTY OF THE SECOND PART" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second Part.

AND WHEREAS, the party of the First Part to this agreement is an Institution in Beauty, Hair and Spa Therapy with all modern facilities functioning at Noida (U.P.).

AND WHEREAS the Party of the First Part 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.

*Manav Dhingra*



नगलैण्ड NAGALAND

00AA 337090

AND WHEREAS the Party of the Second Part has the financial means and the desire to support 200 aspiring students from Nagaland to join the institute for vocational training for employment purposes.

AND WHEREAS the Party of the First Part presented their proposal for vocational training of youths on Hair and Beauty Care and Spa Therapy with placement before the Task Force for 'Capacity Building', Government of Nagaland on 19<sup>th</sup> November, 2008 at the Secretariat, Kohima. On approval of the proposal both the parties now, have agreed to enter in writing the areas of consensus, under a Memorandum of Understanding for the conduct of business.

NOW, THEREFORE, this Agreement witnesseth as under:

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

1. To provide quality vocational training in Beauty, Hair and Spa Therapy to 200 unemployed youth of the State to equip them to compete in the national and international job market
2. To open job opportunities for the school and college drop-outs
3. To provide internationally accredited certificate and make the trained youth suitable for employment.
4. To provide job placements to the successful students in India and abroad

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नगलैण्ड NAGALAND

00AA 337089

## II. MANAGEMENT

The Management of the day-to-day affairs of the institute shall be as per the Memorandum and /or Articles of Association of the Lambency Chrysalis Academy and its bye-laws.

## III.ACADEMIC PROGRAMMES – COURSES OF STUDY

1. The classes for the above said courses shall be conducted by the First Party at C-44, Institutional Area, Noida, U.P.-201301 on regular basis for 5 to 6 hours in a day, five days in a week for a duration of six months only.
2. Dates and schedule of examinations for the courses shall be announced by the First Party. The centers of examination and valuation of answer scripts and centers for practicals shall be C-44, Sector -62, Institutional Area, Noida-U.P.-201031.
3. The First Party shall declare results of the students on completion of the course and issue the requisite certificates to the candidates under intimation to the Second Party.

## IV. ADMISSION PROCEDURES

1. A pre-admission interview shall be conducted by the Academic Team consisting of representatives of the First Party and second party to evaluate suitability of the candidates after the print advertisement in the local papers inviting applications from interested candidates for the course. For the purpose of conducting interview the Second Party shall facilitate location of infrastructure and logistics.

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नगलैण्ड, NAGALAND

00AA 337088

2. Filled-in applications from the prospective candidates will be received by First Party. On completion of the selection as per eligibility norms, the list of eligible candidates shall be forwarded by the First Party to Second Party for approval.

#### V. PROJECT COST

The cost of the course shall be as given below:

	Name of the Course	Tuition fee to be charged
i.	HAIR STYLING	1, 10,000/- per student
ii.	SKIN AND BEAUTY	1, 10,000/- per student
iii.	SPA THERAPIES	1, 10,000/- per student
iv)	NAIL ART	1,10,000/ - per student.
v)	MAKE UP	1,10,000/ -per student

The fee is inclusive of charges for training programs, personal tool kit, products and equipments needed in theoretical and practical instruction, accommodation and fooding.

The project entered in between the Lambency Chrysallis Academy and the Government of Nagaland is envisaged to cover 200 students. However, the 1<sup>st</sup> phase of the project will cover 100 students for which the total course fee will be Rs.110.00 lakhs (Rupees one hundred and ten lakhs ) only @ Rs. 1,10,000/- (Rupees One lakh ten thousand) only per person. The second party agrees to grant Rs.82.50 lakhs to the

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नगलेण्ड NAGALAND

00AA 337076

party of the second part from the Common Pool Fund of Year of Capacity Building as 75% of the course fees. The remaining 25% of the course fee of Rs.27.50 lakhs will be borne by the selected candidates as the student's contribution. Selected candidates of each batch shall deposit Rs.27500/- per person at the time of admission. However II nd batch comprising 100 students will be released after the departure of Ist batch of 100 on same terms & conditions.

Joint verification by the 1<sup>st</sup> party and the second party shall be undertaken to see the progress of the batch of 200 students .

#### VI. PROCEDURE FOR PAYMENT

1. The fee shall be released by the Second Party to the First Party in the form of cheques drawn in favor of "Surya Vinayak Wellness Ltd."
2. The Second Party shall pay to the First Party the course/boarding/lodging fees for the number of students selected and admitted for the course in each batch.
3. The Second Party shall pay to the First Party the applicable fee in three installments;40% on commencement of the course, 30% two months after the commencement of course and the balance 30% on receipt of the job placement list.

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नगलैण्ड NAGALAND

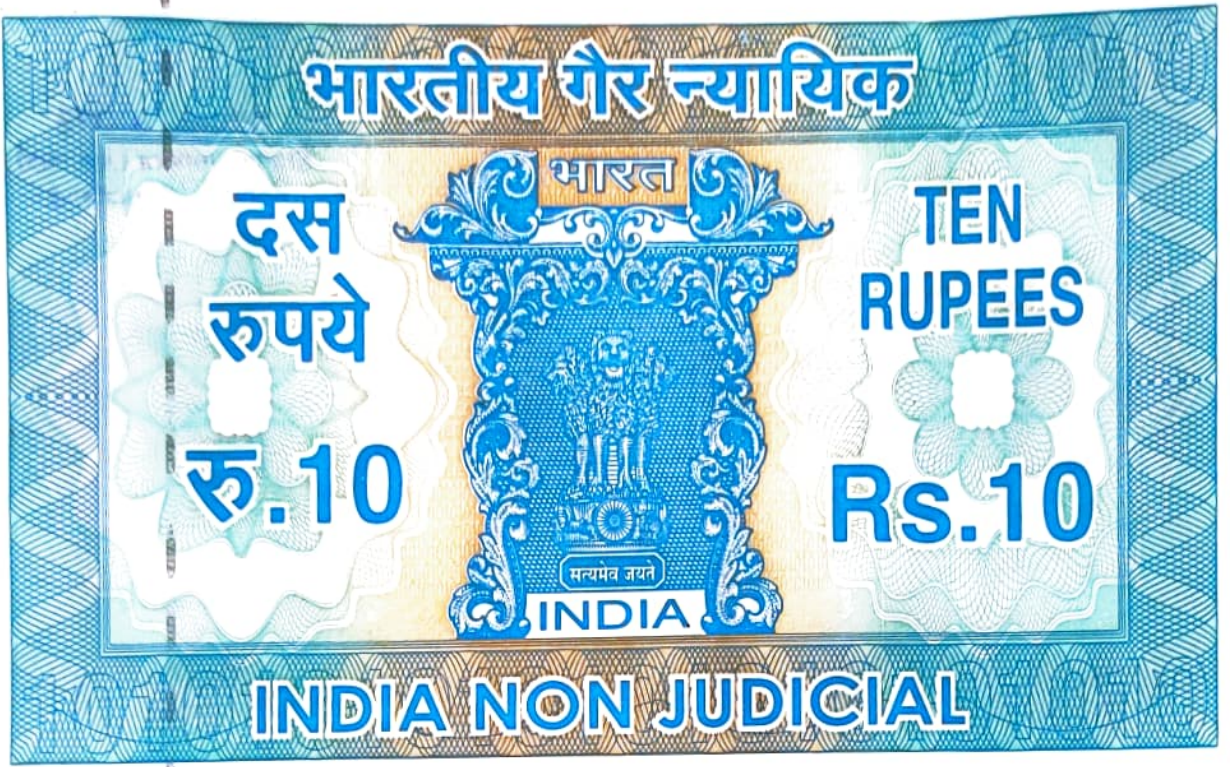
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#### VII. ROLES & RESPONSIBILITIES OF FIRST PARTY.

1. The advertisement inviting candidates for the course shall be conceptualized and published and paid for by the First Party.
2. The First Party shall receive applications against the advertisement for admission to the said course.
3. The First Party shall screen & shortlist candidates along with officials of Government of Nagaland
4. The First Party shall commence the course on receipt of 40% of the course fee.
5. The First Party shall provide the entire infrastructure facilities including classrooms, laboratories, equipments, analytical tools and aids, library and qualifies staff. Facilities for boarding and lodging of students, counseling and guidance on courses will also be provided.
6. The track records of Attendance and the Internal Evaluation shall be done by the First Party and shall be submitted to the Second Party periodically.
7. The First Party guarantees employment and placement with a minimum salary of Rs. 8000/- (Rupees eight thousand) only PM to all successful candidates after the completion of certification from HABIA.
8. The First Party shall furnish the placement record with work place addresses and details of remuneration to the Second Party.
9. The First Party shall not tolerate any kind of indiscipline which could be under the influence of drugs/alcohol, insulting fellow class mates either verbally or physically, damaging the property, theft, racism, ragging, hatred or sexual harassment. The First

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नगलैण्ड NAGALAND

00AA 337092

Party shall have the right to dismiss offenders from the academy immediately and the tuition fee shall not be refunded or adjusted under any circumstances. In such cases replacement shall be made by the Second Party with deserving candidates at no extra cost.

10. In case the First Party fails to fulfill any of its obligations towards providing training and certification to the successful students and job placement on successful completion of the course, the First Party shall be liable to pay back corresponding amount paid by Government of Nagaland and to the students within a period of six months from the date of such a default. In case the First Party fails to do so, recovery of the Governments money and those of the students will done from the First Party as per law. This clause is not applicable to the students who do not want placement or leave the course for which a signed declaration by the candidate shall be furnished.

#### VIII. ROLE & RESPONSIBILITIES OF THE SECOND PARTY.

1. The Second Party shall be responsible for all administrative work relating to collection of fees from the students.
2. Of the total course fee the Party of the Second Part shall pay to the Party of the First Part 75% of the fees, the remaining 25% shall be collected by the Second Party from the students and paid to the First Party.

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नगलैण्ड NAGALAND

00AA 337085

3. The payment shall be released in three installments in the ratio of 40:30:30. Only on receipt of the Utilization Certificate for the amount released, the second and third installment shall be released.
4. The Second Party shall ensure timely release of the payment to the First Party
5. The Second Party shall monitor the quality of the programmes through persons appointed by it for the purpose.

#### IX. JOINT RESPONSIBILITIES

1. The advertisements shall be released by the First Party after mutual approval by both the parties.
2. The annual intake of students shall be decided by both the parties at the commencement of the academic year in consultation with each other.
3. Any expansion or modification relating to the academic programmes shall be decided jointly by both the parties.
4. Both the parties shall be responsible for monitoring the progress of the students.
5. Both parties shall ensure that all students who have successfully completed the course find placement six months after completion of the training course at Lambency Chrysalis Academy

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#### X. TERMINATION

The parties hereto shall have the right to terminate this Agreement by giving 2 month's notice to the other party in any of the following cases:

1. If the terms and conditions of this Agreement are not complied with  
Or
2. If parties hereto mutually decides to terminate the Agreement.

#### XI. 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 settled by two arbitrators appointed from each party. To such arbitration the provisions of the Arbitrations and Conciliation Act, 1996 as amended from time to time shall apply.

The venue of the arbitration shall be at Kohima unless agreed between the 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 the Guwahati High Court, Kohima, provide any legal proceeding with respect to violation of the confidentiality provisions or otherwise involving the proprietary rights of either party may be brought in any other courts having complete jurisdiction within or outside of India.

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नगलैण्ड NAGALAND

00AA 337083

## XII. FORCE MAJEURE

Neither party to this Agreement shall be considered responsible for any breach or failure of this Agreement or any terms hereof arising from the imposition or restrictions or onerous regulations by any Government Agency or Local Authority or any Act, or Civil or Military Authority or other cause beyond their control.

## XIII. MISCELLANEOUS

1. The first batch shall start in May 2010 comprising of 100 students and the second batch as per the schedule of the Institute.
2. The collaboration is envisaged to provide admission for the academic year 2010 onwards.
3. All payments to the First Party by the Second Party under the MOU shall be made in Indian currency.
4. All the terms and conditions of this MOU are subject to the approval of the concerned Departments of Govt. of Nagaland and the provisions of the Rules and Regulations of the State Government.
5. This MOU shall be valid for a period of one year from this date and can be renewed on mutual consent.
6. Any change in the location of the registered office of the Centre shall be done only with the prior mutual concurrence of the parties.

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नगलैण्ड NAGALAND

00AA 337082

7. Any notice to be given hereunder by either party to the other shall be in writing and delivered personally, or sent by registered post.

(i) If to Party of the First Part;

Mr. Manav Dhingra ( Head-Academic Operations), Lambency Chrysalis Academy, C-44, Institutional Area, Noida, U.P.-201301

(ii) If to the Party of the Second Part;

Commissioner & Secretary, Department of Higher & Technical Education, Government of Nagaland, Nagaland Civil Secretariat, Kohima-797004 .

#### XIV. UNDERTAKING

The party of the First Part represents to Party of the Second Part that it has all power and authority to enter into this Agreement and to perform its obligations mentioned; that this Agreement has been executed and delivered by a duly authorized representative of the Party of the First Part

enforceable against it in accordance with its terms; and that the execution, delivery and performance by it of this Agreement will not contravene and the 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.

*Manav Dhingra*

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नगलैण्ड NAGALAND

00AA 337080

The Party of the Second Part represents to Party of the First Part 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 Party of the Second Part enforceable against it in accordance with its terms; and that the execution, delivery and performance by it of this Agreement will not contravene and the 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.

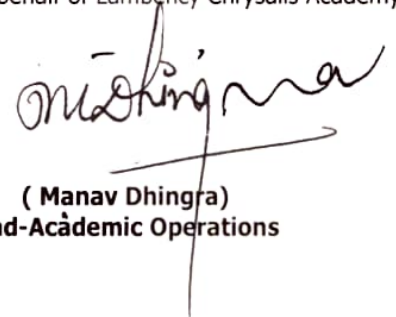
For and on behalf of Government of Nagaland

For and on behalf of Lambency Chrysalis Academy

  
26/04/10

(F.P.Solo)  
Commissioner & Secretary,  
Department of Higher & Technical Education,  
Nagaland, Kohima

Commissioner & Secretary  
to the Govt. of Nagaland  
Higher Education Deptt.



(Manav Dhingra)  
Head-Academic Operations