

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as the "Agreement") entered into this day **19<sup>th</sup> March 2012** between **Lambency Chrysalis Academy, a venture of Surya Vinayak Wellness Ltd (SVIL) EDUCATIONAL SOCIETY, an Institution imparting and offering educational courses** located at **C44, Sec.62 NOIDA (U.P)-201301**, through its Head – Academic Operations **Mr. Manav Dhingra** (hereinafter referred to as the "L.C.A" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) and **the Royal Government of Bhutan, Ministry of Labour and Human Resources** (hereinafter referred to as "MoLHR" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

AND WHEREAS, the LCA to this agreement is an Institution in Beauty, Hair, Make-up, Nail and Spa Therapy with all modern facilities functioning at Noida (U.P).

AND 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.

AND 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.

AND WHEREAS, the LCA has presented their proposal for vocational training of youths to the Ministry of Labour and Human Resources, Royal government of Bhutan on 10<sup>th</sup> January, 2010. 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/training.

NOW, THEREFORE, this Agreement witnessed as under:

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

1. To provide quality vocational training in Spa Therapy and Saloon to unemployed youth from Bhutan and equip them to be employed in Bhutan in the Tourism Industry.



*Manav Dhingra*

2. To provide internationally accredited certificate and make the trained youth suitable for employment.

## II. MANAGEMENT

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

## III. ACADEMIC PROGRAMMES – COURCES OF STUDY

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

## IV. ADMISSION PROCEDURES

1. A pre-admission interview shall be conducted by the MoLHR alongwith the Hotel Association of Bhutan representing the Hotel Industry to evaluate suitability of the candidates after advertisement in the local media inviting applications from interested candidates for the course.
2. An orientation programme will be conducted by the LCA to those selected candidates.

## V. PROJECT COST

The cost of the courses shall be as given below:

<u>Name of the course</u>	<u>Course fee to be charged</u>
i. Spa Therapy	1,00,000/- per student
ii. Saloon	1,00,000/- per student

A special offer has been induced by SVWL (LCA) for MoLHR as follows:



### In case of serious medical emergency or hospitalization

1. Medical insurance for all students with a premium of Indian Rupees Fifteen Hundred to be paid by SVWL (Indian Rupees Two Hundred Thousand during the training period of six months for each trainee); this will not cover the day to day illness LCA is limited to free consultancy with panel of doctors not medication
2. Tool kit amounting to Indian Rupees four thousand per trainees, complimentary to all.
3. Books amounting to Indian Rupees three thousand, complimentary to each trainees; and
4. Consumables amounting to Indian rupees Fifteen thousand, complimentary to each student.

The total fee of One Hundred thousand (INR 1, 00,000/-) per student is inclusive of training cost, training material, accommodation and fooding, completing level I, II, & III, internal transportation. The MoLHR agrees to grant 100% of the total cost of the students to the LCA as course fee, boarding /lodging fees and others.

### VI. PROCEDURE FOR PAYMENT.

1. The fee shall be released by the MoLHR to the LCA in the form of demand drafts Bank Transfers and drawn in favor of Surya Vinayak Wellness Ltd.
2. The MoLHR shall pay to the LAC the course fees for the number of students selected and admitted as decided by MoLHR.
3. The payment for the training shall be paid in three installments as follows:
  - i. First installment: the MoLHR shall pay to the LCA the 70% on commencement of the course as maximum expenses are incurred at the commencement of training.
  - ii. The second and final: payment of the balance 30% shall be made after completion of training.

### VII. ROLES AND RESPONSIBILITIES OF LCA

1. The LCA shall commence the course end of March, 2012.
2. The LCA 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. The track records of attendance and the Internal Evaluation shall be done by the LCA and shall be submitted to the MoLHR monthly.



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4. The LCA 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 undertakings signed between the Ministry and the trainees.
5. Required Books will be provided by the LCA to the trainees/students.

#### VIII. ROLE & RESPONSIBILITIES OF THE MoLHR.

1. The MoLHR shall be responsible for carrying out all administrative work pertaining to the implementation of the programme.
2. The payment shall be released in two installments in the ratio of 70:30. Only on receipt of the Utilization Certificate for the amount released, second and final installment shall be released as per the MoU.
3. The MoLHR shall ensure timely release of the payment to the LCA.
4. The MoLHR shall monitor the quality of the programmes through persons/officials appointed for the purpose after three months of commencement and at the end of the training program.

#### IX. JOINT RESPONSIBILITIES

1. Any expansion or modification relating to the academic programmes shall be decided jointly by both the parties and expenditure incurred will be borne by the LCA.
2. Both the parties shall be responsible for evaluation and monitoring the progress of the students and training. (Official from the DHR, MoLHR will visit the training institute)

#### X. TERMINATION OF MoU

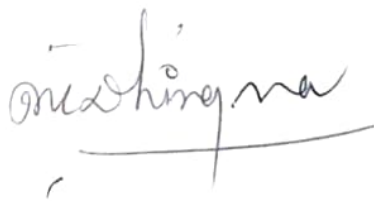
The parties hereto shall have right to terminate this agreement by giving 2 months notice to the other party in any of the following cases or payment in lieu of notice on pro rata basis of the total cost of the training .

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.

#### 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 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 may be brought in any other courts having complete jurisdiction within or outside of India. The venue of the arbitration shall be in Bhutan unless agreed between the parties.

## XI MISCELLANEOUS

1. The collaboration is envisaged to provide admission for the academic year 2011-2012 onwards.
2. All the terms and conditions of this MOU 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 MOU shall be valid for a period of two years 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 MOU 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 LCA:

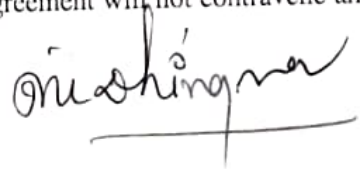
Head -Academic Operations, Lambancy Chrysalis. C-44, Institutional Area, Noida, U.P-201301

(ii) If to the MoLHR:

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

## XIII UNDERTAKING


The LCA 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 LCA 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.

The MoLHR represents to LCA 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 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.

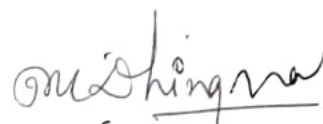
For and on behalf of  
The Ministry of Labour and Human  
Resources, Bhutan

  
(Mr. Sonam Rinchen)  
Director  
Department of Human Resources  
Ministry of Labour and Human Resources  
Thimphu, Bhutan

Witness  
(Mr. Pema Wangda)  
Secretary  
Ministry of Labour and Human Resources

Secretary  
Ministry of Labour & Human Resources  
Thimphu : Bhutan

For and on behalf of  
Lambency Chrysalis Academy

  
(Mr. Manav Dhingra)  
Head  
Lambency Chrysalis Academy

Witness  
(Mr. Jamyang Galey)  
Director  
Department of Employment



