

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as the "Agreement") entered into this day **13th March 2010** 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 "LCA" 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 10th 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 Beauty, Hair, Make-up, Nail and Spa Therapy to unemployed youth from Bhutan and 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 trained students in India and abroad (Subject to Availability/Acceptability for jobs outside India).



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II. MANAGEMENT

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

III. ACADEMIC PROGRAMMES – COURSES 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 and fifteen days.
2. Dates and schedule of examinations for the courses shall be announced by the LCA. 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 LCA shall declare results of the students on completion of the course 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 Academic Team consisting of representatives of the LCA and MoLHR 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 MoLHR shall facilitate location of infrastructure and logistics.
2. Filled-in applications from the prospective candidates will be received by LCA. On completion of the selection as per eligibility norms, the list of eligible candidates shall be forwarded by the LCA to MoLHR for approval.

V. PROJECT COST

The cost of the course shall be as given below:

<u>Name of the Course</u>	<u>Course fee to be charged</u>
i. <i>Diploma in Beauty Therapy</i>	1,00,000/- per student
ii. <i>Nail Art Design</i>	1,00,000/- per student
iii. <i>Diploma in Spa Therapy</i>	1,00,000/- per student
iv. <i>Diploma in Make-up Artistry</i>	1,00,000/-per student
v. <i>Diploma in Hair</i>	1,00,000/- per student

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



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1. Medical insurance for all students with a premium of Indian Rupees Fifteen Hundred to be paid by SVWL (Indian Rupees Two- Three hundred thousand during the training period of six and half months for each trainee);
2. Tool kit amounting to Indian Rupees four thousand per trainees, complimentary to all;
3. Books and stationeries 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 Indian Ruppess 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 as specified in the initial proposal received for 50 students, 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 drawn in favor of "Surya Vinayak Wellness Ltd."
2. The MoLHR shall pay to the LCA the course fees for the number of students selected and admitted for the course in each batch, 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 40% on commencement of the course,
 - ii. Second Installment: 30% four months after the commencement of course; and
 - iii. Third (Final) Installment: The payment of the balance 30% shall be subject to the placement of the trained candidates. The company shall furnish the placement list to the Department of Human Resources, MoLHR.

VII. ROLES & RESPONSIBILITIES OF LCA.

1. The advertisement inviting candidates for the course shall be conceptualized and published and paid for by the LCA.
2. The LCA shall receive applications against the advertisement for admission to the said course.
3. The LCA shall screen & shortlist candidates along with officials of Royal Government of Bhutan (MoLHR)
4. The LCA shall commence the course upon discussion with MoLHR.
5. The LCA 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 LCA and shall be submitted to the MoLHR Monthly.



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7. The LCA guarantees employment and placement in well-established and reputed hotels and resorts (Five Star) with a minimum net salary of INR. 8000/- (Rupees Eight thousand) only Per Month to all trained candidates after the completion of certification from HABIA. In addition to the salary, food and accommodation would also be provided by employers, if working in India. Other benefits like tips and bonuses receivable is further subject to the HR policies of the respective employer where the trainee is employed. However, LCA shall intervene in order to ensure that commitments mentioned herein are fulfilled.
8. The LCA shall furnish the placement records of trainees, trained under this MoU with work place addresses and details of remuneration to the MoLHR.
9. The placement of successful candidates shall be further subjected to the acceptance of the employment in INDIA by the candidates themselves.
10. The LCA should 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 two parties.
12. Medical insurance of all the student/trainees shall be borne by the LCA for the entire training program.
13. LCA shall ensure that all students who have completed the course find placement upon completion of the training course at Lambency Chrysalis Academy.
14. Uniform will be provided by the LCA to the Trainees/students.
15. 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 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 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. The annual intake of students shall be decided by both the parties at the commencement of the academic year in consultation with each other.
2. 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.



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3. 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 the right to terminate this Agreement by giving 2 month's 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.

XII. MISCELLANEOUS

1. The first batch shall commence training as agreed between the two parties.
2. The collaboration is envisaged to provide admission for the academic year 2010 onwards.
3. 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.
4. This MOU shall be valid for a period of two year from this date and can be renewed on mutual consent.
5. Any change in the location of the registered office of the Centre or amendment to the terms and conditions of this MOU shall be done only with the prior mutual concurrence of the parties.
6. 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 LCA:
Head-Academic Operations, Lambency Chrysalis Academy, C-44, Institutional Area, Noida, U.P.-201301
 - (ii) If to the MoLHR:



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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 obligations 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
Royal Government of Bhutan (MoLHR)



(Dr. Sonam Tenzin)
Secretary
Ministry of Labour and Human Resources (MoLHR)
Royal Government of Bhutan

For and on behalf of
Lambency Chrysalis Academy



(Manav Dhingra)
Head
Academic Operations
Lambency Chrysalis Academy

Witness
Mr. Sonam Rinchen
Director
Department of Human Resources, MoLHR

Witness
Mr. Jamyang Gayleg
Director
Department of Employment, MoLHR