

Memorandum of Understanding
Planning Department, Govt. of Manipur and SSS

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made on of this _____ day of October, 2009 by and between

the Governor of Manipur represented on its behalf by the Secretary (Planning Department) to the Govt. of Manipur (hereinafter referred to as "Govt. of Manipur")

And

Sri Sanskar School of Etiquette & Career Development (P) Ltd., (hereinafter referred to as "SSS")

Hereinafter, Party Govt. of Manipur and Party SSS are collectively referred to as the "Parties" and individually as a "Party".

PREAMBLE

WHEREAS, the SSS is a Finishing School and a Career Development Centre and provides training in fields related to Customer Relationship Management, including without limitation, etiquette, grooming, protocol, cultural understanding & empathy, and also language & communication and vocational training for various sectors like hospitality, civil aviation, travel & tourism & organized retail (collectively being the "Services").


And WHEREAS, Party SSS is desirous of working to provide its Services to Govt. of Manipur to train and develop skills which will enable the educated youth of Manipur to find gainful employment.

And WHEREAS, it is the intent of the Govt. of Manipur that this MOU set forth the terms of the mutual understandings and agreements between Govt. of Manipur and the SSS for the undertaking of this Project.

NOW THEREFORE for good and valuable mutual considerations stated herein and acknowledged, the Parties summarize their discussions and record their understandings and agreements as follows and the same may not be amended except by a written document signed and mutually agreed by the Parties.

1. Recitals

The foregoing recitals constitute an integral part of this MOU.


(D.S. POONIK)



2. Objectives of MOU

- 2.1 The SSS will provide its services to young educated persons from Manipur State who have passed Class XII or graduation on the recommendation of the Govt. of Manipur for the following programmes and agrees to provide Placement Assistance to all those who successfully complete the training programme and fulfill the criteria outlined in the prospectus of the SSS about the same.

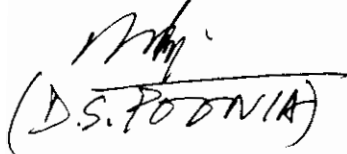
Sl. No.	Name of the Course	Duration	Eligibility	Tuition fee to be charged (INR)
1.	Aviation, Hospitality, Travel & Tourism Management Diploma (AIHMD)	One year	12 th Pass & Graduates	Rs.80000/- per student inclusive of service tax @10.3%
2.	Advanced Diploma in Retail Management (ADRM)	One year (7.5 months of Contact Classes + 2 months Industrial Training + 10 Days First Aid Training)	12 th Pass & Graduates	Rs.1,00,000/- per student inclusive of service tax @10.3%

Each of Govt. of Manipur and the SSS agree that the Services will be provided on the below noted terms and conditions:

- 2.2 The minimum number of students in a batch will be 20 (Twenty) and the maximum number will not exceed 25 (Twenty Five).

2.3 The Tuition Fee:

- The above tuition fee of the respective courses is fixed and is inclusive the Training Cost, Training Material and one set of Uniform.
- The Board and Lodge charges will be extra: Approx. Rs. 4500/- per student/month with food and Approx. Rs. 2500/- per student/month without food (**Exact amount to be finalized before the arrival of the students**).
- The Govt. of Manipur may fix appropriate charge for the application forms for admission to the above stated study programmes.
- The Govt. of Manipur will pay the tuition fees for the selected applicants.
- The Tuition Fees shall be remitted by Govt. of Manipur to the SSS in the form of Demand Drafts drawn in favour of '**Sri Sanskar School of Etiquette & Career Development Pvt. Ltd.**' as per mutually acceptable terms.
- The selected applicants shall bear their own travel expenses from Manipur to Delhi and back and also the boarding and lodging charges.


(D.S. PODNIA)



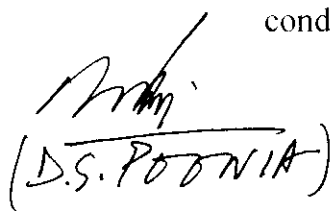
- g) The SSS will facilitate the organization of Board/ Lodge facilities for the students. The Govt. of Manipur will facilitate remittance of the same by the applicants to the SSS, in advance, in the form of demand drafts drawn in favour of 'Sri Sanskar School of Etiquette & Career Development Pvt. Ltd.'.

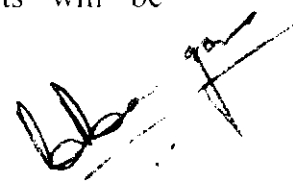
2.4 Admission Procedure:

- a) The SSS shall furnish eligibility conditions for each programme and the Govt. of Manipur shall invite applications by advertising in local papers, radio and TV channels in Manipur. The advertisement shall be released by the Govt. of Manipur after mutual approval by both parties. The expenditure incurred in this regard shall be met by the Govt. of Manipur.
- b) Both the parties will jointly screen the applications before the pre-admission interviews are conducted by the Team of the SSS. The SSS will organize a Facilitation Desk (for this period) at Imphal, for counseling and programme guidance, with the assistance of the Govt. of Manipur. The SSS shall bear all expenses in connection with the pre-admission interviews.
- c) Registrations for the programme applied for should be completed atleast two weeks before the commencement of the programme.
- d) The annual intake of students shall be decided by both parties jointly at the commencement of every academic year in consultation with each other.

2.5 Conduct of Academic Courses:

- a) The course material shall be provided by and the classes for the above mentioned programmes will be conducted by the SSS at C 20/5, Sector 62, Noida.
- b) The SSS will ensure that appropriate training infrastructure is available at the training venue including training rooms, training equipments, laboratories, library and trainers etc.
- c) The track record of attendance and progress evaluations by way of Internal Assessments, home assignments, projects and presentations will be done by the SSS. The Monthly Progress Report of the students will be submitted to the Govt. of Manipur. In addition, the Govt. of Manipur may appoint a duly authorized officer to conduct periodic reviews and monitor the quality of the programmes being conducted by the SSS.
- d) The dates and schedule of the examinations for the courses shall be announced by the SSS at the beginning of each semester. All examinations, practicals/ demonstrations and valuation of answers sheets will be conducted at C 20/5, Sector 62, Noida, UP – 201301.


(D.S. PODNIA)




- e) Expansion/ Modification in programmes (if any) will normally be introduced at the commencement of an academic year. Any expansion or modification relating to the academic programmes shall be enforced only after the Govt. of Manipur has been intimated about the same.
 - f) The SSS will provide Placement Assistance to all students completing the academic programmes successfully (as stated above).
 - g) The SSS will not permit any indiscipline, whether it is violence under the influence of drugs/ alcohol, insulting fellow class mates verbally or physically, damaging property, theft, racism, ragging, hatred or sexual harassment. Offenders will be dismissed from SSS immediately and the tuition fee contributed by applicant will stand forfeited. The contribution made by the Govt. of Manipur shall be refunded by the SSS. Both the parties may jointly decide on selecting an alternative candidate for utilizing the vacancy arising out of such dismissals.
- 2.6 The First batch shall start from a mutually agreed date and may comprise 50 students, 25 in AHMD and 25 in ADRM programmes respectively.
- 2.7 The collaboration is envisaged to provide admission for the academic year 2009 onwards. The Govt. of Manipur shall arrange for Press Release and advertisements to invite applications for admission for the academic year 2009 within 15 days of the format being agreed to between the two parties.

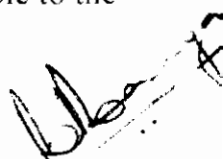
3. **Effective Date**

- 3.1 The Effective Date of this MOU shall be the date of execution by the Parties and subject to the provisions of Section 3.2, this MOU shall be valid for 12 months and may be extended further through mutual consent of the parties.
- 3.2 In the event that either Party is desirous of terminating this MOU for cause, then the party not in breach (being the "**Non-Defaulting Party**") will give to the party in breach (being the "**Defaulting Party**") a written notice of its intention to terminate, together with the details relating to the cause that led to the issuance of such notice (being the "**Termination Notice**"). It is agreed between the parties that if the Defaulting Party is capable of remedying the breach as stated in the Termination Notice within a period of 90 days from the date of the receipt of the Termination Notice, then the Defaulting Party will take all steps to cure its breach and on such event the Non-Defaulting Party will withdraw its Termination Notice. If however, the Defaulting Party is unable to cure the breach as stated in the Termination Notice within the stipulated 90 days, then the Non-Defaulting Party will be allowed to terminate this MOU.

4. **Ownership**

The right and ownership in any documentation or other information whether written or oral which may arise from the SSS's performance of the services as per this Agreement (whether developed individually or jointly with the Govt. of Manipur) shall vest solely with the SSS after the same are made available to the


(D. S. POONIA)



Govt. of Manipur as data in furtherance to the performance as per this Agreement. Intellectual Property Rights / Copy right shall vest with the SSS.

5. Confidentiality

Each Party will cause its directors, officers, employees, agents, other representatives and affiliates not to disclose the terms and conditions of this MOU and all project selections and contract negotiations to any person, other than professional, contractual and financial advisors or strategic parties, without the prior written consent of the other party.

6. Governing Law

This MOU shall be deemed executed in and shall be governed, interpreted and construed by and in accordance with the applicable laws of India. Any dispute arising out of or in connection to this MOU shall, in every instance, first be submitted to mediation and then arbitration at Imphal, Manipur by a Sole Arbitrator appointed by mutual consent. The Parties agree that the Courts in Manipur will have exclusive jurisdiction over all matters that arise out of this MOU.

7. Good Faith

Both Parties herein represent and pledge their intention and obligation to cooperate in all matters openly and together in good faith to their mutual shared benefit. Any issues of interpretation or doubts will be clarified by exchange of letters between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day first above written.

For and on behalf of the Governor of Manipur

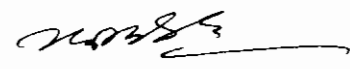
Signature: 

Name: (D.S. POOJARIA)

Secretary(Planning), Govt. of Manipur.

Date: 27-10-2009

Witnesses:

1) 
CDR. TH. MUNINDAO S. MITH
Jt. Dir/Plg

For SSS

Signature: 

Name: BHAVANA BANGA

(Managing Director)

Date: 27-10-2009

2) N. Indramani Singh
Sr. Procurement Officer/Plg