

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this day of , two thousand and nine anno domini,

Between

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

And

....., a company incorporated in India on under the Companies Act, 1956 with its Registration Number being having its registered office at, represented for and on its behalf by (hereinafter referred to as “the “ which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the OTHER PART.

WHEREAS the, with all modern facilities functioning at since, is an acknowledged institution in beauty, hair, spa, aviation, hospitality travel & tourism and retail management industry and is currently focusing on its aims to produce 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 has presented their proposal to the Government of Manipur in the Planning Department/Manipur Development Society (MDS), vide their letter No..... dated (read with e-mail dated) to

extend imparting vocational training on beauty care and spa therapy, aviation, hospitality and retail management and placement programme for apprentices among the educated young persons from Manipur;

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;

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

The 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.

The will charge the fees indicated against the courses below:

| <i>Sl.No.</i> | <i>Name of the Course</i> | <i>Duration</i> | <i>Committed fee to be charged (in Rs.)</i> |
|---------------|--|-----------------|---|
| 1. | Hair Styling | 6 months |per student |
| 2. | Skin and Beauty | 6 months | per student |
| 3. | Spa Therapies | 6 months | per student |
| 4. | Nail Art & Make-up | 6 months | per student |
| 5. | Aviation, Hospitality Travel & Tourism and Retail Management | 1 year |per student |

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

| | | |
|------|---|---------------------------------------|
| i. | Accommodation and Fooding for months which is inclusive of: | |
| | 1. Breakfast , Lunch, Dinner, One time tea and Snacks | Rs..... per person (for months) |
| | 2. Accommodation Rs...../- pm which is a total of | |
| ii. | Consumable Cost with tool kit @ | Rs.....- per person |
| iii. | Course Material & Stationary | Rs.....- per person |
| iv. | Transport Cost @ | Rs..... per person |
| v. | Tuition Fees @ | Rs..... per person (all courses) |
| | Grand Total | Rs...../- |

The above said courses shall be conducted at on regular basis for duration of

1.0 **ADMISSION PROCEDURES**

(a) The 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.

(b) Both the parties will jointly screen the applications before the pre-admission interviews to be conducted by theof the Institute. The will also open a 24x7 Facilitation Centre at Imphal, Manipur with assistance from the State Government. The 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.

1.1 **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

1.2 **Tuition Fees**

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

The tuition fee will be collected by the from the State Government in the ratio of 40:30:30 over the period of months. The fee paid for courses and training programs include personal tool kit, products and equipments needed in theoretical and practical instruction.

It has been agreed that the State Government shall remit 40% of the fees after completion of the selection of the applicants, 30% four months after the commencement of course and the balance before award of certificate by the

The State Government undertakes to pay the tuition fees @ Rs...../- per sponsored student in three equal instalments to and the selected applicants shall be responsible for meeting the expenses on accommodation and fooding @ Rs...../- per person for, Rs..... per person towards consumables cost with tool kit, Rs..... per person towards course material and stationery and Rs..... per person towards transport cost directly to The State Government agrees to assist the for collection of the charges payable by the selected applicants.

1.3 **Examination**

Dates and schedule of Examinations for the courses shall be announced by the at the beginning of each semester. The centres of examination and valuation of answer scripts and centres for practicals shall be

2.0 **ROLE & RESPONSIBILITIES OF THE INSTITUTE**

2.1 The 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, counselling and guidance on courses will be provided by the

2.2 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 and monthly reports will be submitted to the State Government.

2.3 The guarantees employment to all successful candidates after the completion of certification from the Institute. In case the successful candidates are not provided employment within 30 days of completion of the training programme, the Institute undertakes to provide interim remuneration @ Rs..... per month to each such candidate and till employment is provided commensurate with the qualifications of the candidate.

2.4 The 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 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 to the State Government. Both the parties may jointly decide on

selecting alternative candidates for utilizing the vacancy arising out of such dismissals.

3.0 **ROLE & RESPONSIBILITIES OF THE STATE GOVERNEMENT**

3.1 The State Government shall assist the Institute for inviting applications from eligible candidates and screening of the applications received.

3.2 The State Government shall advertise and invite applications from eligible candidates for the course based on the format jointly agreed to with the Institute.

3.3 The State Government shall monitor the quality of the programmes being conducted by the Institute through officers duly authorised for the purpose.

3.4 The State Government shall review the progress of the courses in each semester.

4.0 **JOINT RESPONSIBILITIES**

4.1 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.

4.2 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.

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

5.0 **MISCELLANEOUS**

- 5.1 The first batch shall start from a mutually agreed date and may comprise up to students from Manipur.
- 5.2 The collaboration is envisaged to provide admission for the academic year onwards. The State Government shall arrange for Press Release and advertisements to invite applications for admission for the academic year within days of the format being agreed to between the two parties.
- 5.3 The Memorandum of Understanding shall be valid for a period of one year from this date and can be renewed for a further period on mutual consent.
- 5.4 Both parties shall have prerogative to terminate this Memorandum of Understanding after giving notice of three months in advance of the date of termination.
- 6.1 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.
- 6.2 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.

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
Institute

For and on behalf of the
Governor of Manipur,

Director/Principal/Authorised Person

Chief Secretary (Planning) or his
representative
Government of Manipur

Witnesses :

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