

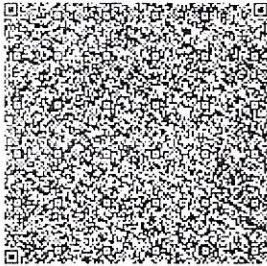
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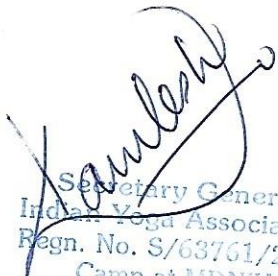
Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL37313506355313R
Certificate Issued Date : 31-Jan-2019 04:09 PM
Account Reference : IMPACC (IV)/ dl851303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85130380057810204979R
Purchased by : BEAUTY AND WELLNESS SECTOR SKILL COUNCIL
Description of Document : Article 58 Memorandum of Settlement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BEAUTY AND WELLNESS SECTOR SKILL COUNCIL
Second Party : INDIAN YOGA ASSOCIATION
Stamp Duty Paid By : BEAUTY AND WELLNESS SECTOR SKILL COUNCIL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Secretary General
Indian Yoga Association
Regn. No. S/63761/2008
Camp at MDNIY
68, Ashoka Road, New Delhi-110001




Memorandum of Understanding (MoU)

Between

Beauty & Wellness Sector Skill Council (BWSSC)

And

Indian Yoga Association

For

Knowledge Management and Implementation of Yoga Programs of the Beauty & Wellness Sector Skill Council

This Agreement has been made and agreed upon between the parties mentioned below, signed on the 15th April 2019

BETWEEN

Beauty & Wellness Sector Skill Council (BWSSC) having its head office at 247-248, First Floor, South Court Building India (hereinafter called "First Party"), represented by its Chairman / Chief Executive Officer, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

Indian Yoga Association (IYA) is a registered society, Registered Under the Society Registration Act of 1860 bearing Registration No: SI/63761/2008, Dated on 31st October, 2008 with its office at 4th Floor, Plot No-38, Pocket B-3, Sector-17, Dwaraka-78, New Delhi.

Background:

Beauty & Wellness Sector Skill Council (BWSSC) is a non-statutory certification body, registered under the Societies Registration Act 1860 as a "not-for profit" organization created by National Skill Development Corporation (NSDC), Confederation of Indian Industry (CII) and leading beauty and wellness service providers representing both public and private sector in the country. The key objective of the Council is to create ecosystem for quality vocational education and skill development in beauty and wellness in the country.


Secretary General


Secretary General

IYA is a 80G 12A organisation under Income Tax Act,1961 section 12AA read with section 12A and 80G(5)(vi). This would entitle all donations to IYA 50% tax exemption on taxable income. Founded under the legendary Yogi Padma Vibhushan Late Dr BKS Iyengar ji, IYA is a maiden attempt to unite all yoga paramparas in a common cause. Indian Yoga Association is committed to promotion and advancement of Yoga and its applications around the world.

Background:

BWSSC and IYA and will hence forth are referred to independently as the 'First Party' and 'Second Party' respectively and collectively as the 'Parties'.

A. Purpose of Agreement:

Purpose of this agreement is to establish the roles and responsibilities of both the parties as they relate to scale, integrate and implement skill development programmes through introduction of competency standards - Qualification Packs (QP) and National Occupational Standards (NOS), learning resources and mechanism for Yoga Instructor related job roles.

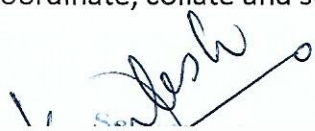
B. Roles and Responsibilities of:

B1. Beauty & Wellness Sector Skill Council

1. To identify the job roles with industry for rolling out the skilling Yoga Instructor related roles
2. Provide appropriate forms and formats for development of resources
3. Conduct orientation workshop for experts to brief them about standards formats of Qualification Pack, National Occupational Standard, Model Curriculum, Learner Handbook, Facilitator Guide etc.
4. To Facilitate for QP NOS National Committee Meeting in Yoga Instruction
5. To Facilitate for National Validation Workshops, Qualification Review Committee Meeting, National Skills Qualification Committee Meeting for alignment of NSQF Level
6. To provide resources (to the extent feasible) as mutually decided for development of QP-NOS and related resources
7. To conduct Train the Trainer/Assessor programme, SDMS uploads etc.
8. To monitor training on regular basis to assure training being conducted complying with minimum notional learning hours and standards.
9. BWSSC will ensure timely completion of assessment & certification of trainees.

B2. Roles and Responsibilities of Indian Yoga Association

- 1) To develop the Qualification Pack – National Occupational Standards for Yoga Therapist role in collaboration with related stakeholders as per mutually decided timelines
- 2) To coordinate, collate and summarize the feedback from working committee for finalizing





- the draft documents for wider consultation and feedbacks
- 3) To develop Learning Resources which includes model curriculum, learners handbook and Facilitator guide for identified job roles
 - 4) To support for validation process from industry experts covering all regions of the country including small/medium and large organizations.
 - 5) To support BWSSC for QRC and NSQC process compliance of NSDC and NSDA
 - 6) To provide framework for empanelment of study centers
 - 7) To provide a registry of Auditors for audit of centers
 - 8) To provide a registry of Master Trainers
 - 9) To provide centers for conduct of Training of Assessor Programs
 - 10) To provide a registry of Assessors
 - 11) To promote the BWSSC Yoga Instructor program to all its Member Institutions

B. Coordination of Meetings and Liaison:

The Parties to the Agreement will establish procedures to facilitate regular contact at the executive and operational levels to discuss issues arising in relation to the Project.

Both the parties will nominate a person for effective co-ordination of activities agreed upon through this agreement. All the parties will hold a meeting, between senior officials at least every three months to discuss the coordination of matters relevant to the operation of this Agreement.

C. Other Covenants:


The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper concerning the project under agreement is allowed only after seeking explicit permission in writing by either Party, except in areas which would be permissible as per norms.

Commercials: *Commercials under the purview of the MoU will be decided as per mutual agreement between both parties.*

Contract term: The term of the agreement will be 3 year from the signing date. It shall be reviewed three month before the end of contract date or at a time mutually agreed by the Parties for possible renewal. Further extension to the agreement will be on mutual agreement between both the parties. Any party shall have the right to terminate this agreement at any time with 3 month notice in writing in advance clearly indicating the reason for the same to other party.

The Agreement or any part thereof may be amended at any time during its tenure only by consent in writing of the Parties concerned.

Any other matter not included in this agreement which is necessary for the smooth functioning of the Scheme shall be finalized between the Second Party and the First Party on mutual terms and conditions.


Secretary General
Indian Yoga Association
New Delhi - 110 076/1/2008



Intellectual Property Rights including Copyrights & other neighboring Rights related to training modules including but not limited to participants hand book contents, curriculum, contents, participants hand books, trainer guide, log books "hereafter referred to as Contents" developed by the parties under this agreement shall be owned by BWSSC. () will have the license granted under this MOU by BWSSC to use the Contents for its own training purpose. IYA undertakes not to use the BWSSC Contents for any purpose other than providing training to its clients.

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party.

Both the parties have set their hand in presence of the witness on () as mentioned above.



Second Party

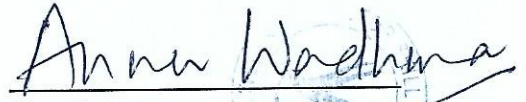
Secretary General

Indian Yoga Association

Secretary General
Indian Yoga Association
Regn. No. S/63761/2008
Camp at MDNIY
68, Ashoka Road, New Delhi-110001

Dated:

Witness :



First Party

CEO

Beauty & Wellness Sector Skill
Council (BWSSC)

Dated:

Witness:

Annexure 1:

Financial Implications and Revenue Share models

Annexure 1

The following will be the financial details for implementation of Yoga Instructor Courses:

BWSSC will constitute a National Consultative Committee and a Working Committee for creation / implementation of Yoga Instruction programs. The members of the Committees will be from IYA as IYA is a self-regulatory body of all yoga organisations and a representation of the entire yoga fraternity

These committees will help in knowledge creation / upgradation, development of standards and implementation / execution of programs in the industry

Knowledge creation / upgradation

- Course creation (syllabi and course materials)

BWSSC will allocate budget for review of already published courses when the time to review the same is due

Standards

- Center Empanelment

For Development of Framework, BWSSC will convene meetings of the National Consultative Committee

- Master Trainers

a. IYA will provide a registry of Master Trainers

b. Master Trainers will be paid as per standards of BWSSC

- Trainers

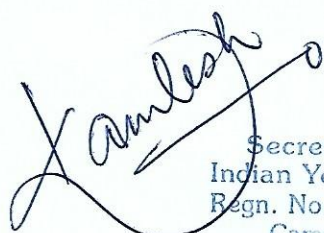
a. BWSSC and IYA will conduct TOA programs and the centers will be IYA centers

b. BWSSC will pay centers as per norms

- Assessments

a. IYA will facilitate/help in creation of evaluation and assessment framework for Yoga Instruction programs.

b.. IYA Assessors will be paid as per BWSSC norms



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