

印度辨喜瑜伽大学与北京圣贤德教育投资有限公司

合作协议

COLLABARATIVE AGREEMENT

Between

Swami Vivekananda Yoga Anusandhana Samsthana, India (S-VYASA)

And

Beijing St. Talent Education & Investment Co., Ltd, China (St. Talent)

甲方：印度辨喜瑜伽大学

Party A: Swami Vivekananda Yoga Anusandhana Samsthana

乙方：北京圣贤德教育投资有限公司

Party B: Beijing St. Talent Education & Investment Co., Ltd

为保证“云南民族大学与印度辨喜瑜伽大学合作举办体育硕士（瑜伽）研究生教育项目”的顺利实施，同时向中国教育部申报非独立法人中外合作办学机构，进一步提升印度辨喜瑜伽大学及印度瑜伽文化在中国地区的影响力，更好地传播印度文化。经甲乙双方友好协商，签订本协议。

In order to ensure the smooth implementation of the Ethnic Sports (Yoga) Master program jointly established by Yunnan Minzu University (YMU) and Swami Vivekananda Yoga Anusandhana Samsthana (S-VYASA) and declare to the Ministry of Education, the non-independent legal person Sino-foreign cooperative educational institutions shall help to further enhance the influence of S-VYASA and Indian Yoga culture in China, and better dissemination of the said culture. Both Party A and B will reach to this agreement through friendly consultation.

一、甲乙双方的权利与责任

I. Rights and Responsibilities

（一）甲方的权利与责任

Party A's rights and responsibilities

1. 印度辨喜瑜伽大学授权中国北京圣贤德教育投资有限公司作为其在中国地区的全权代表，代表其在中国境内就中外合作办学项目，非独立法人中外合作办学机构运行、申报等事项，与云南民族大学等合作高校全面开展相关沟通、协调工作，保证项目顺利实施。

1.S-VYASA authorizes Beijing St. Talent Education & Investment Co., Ltd to act as its plenipotentiary

We cannot
authorize as
per our
regulatory
body

representative in China to carry out all-round communication and coordination with Yunnan Minzu University and other cooperative universities in the field of Sino-foreign cooperative educational projects and the operation and declaration of non-independent legal person Sino-foreign cooperative educational institutions in China, so as to ensure the smooth implementation of the projects.

2. 授权乙方，在取得甲方同意并支持的前提下，在中国境内以“印度辨喜瑜伽大学”的品牌，推广瑜伽中心、健康中心等，面向中国地区民众大力推广印度瑜伽文化。

2. After obtaining the approval and support from the S-VYASA, Party B is authorized to popularize Yoga Center and Holistic Health Centers in China under the brand of "S-VYASA", and vigorously promote Indian Yoga culture to the Chinese people.

We cannot sign franchise agreements.

3. 甲方根据其与合作高校的协议，按教学计划进度，安排合格师资到合作高校授课，确保教学计划的执行，所派教师应为甲方正式教职工。甲方应为所派授课教师办理符合中国法律要求的签证，并保证其服从乙方安排、遵守中国法律。

3. Party A shall organize to provide qualified teachers to the universities looking forward for corporation to ensure the better implementation of the teaching plan of the universities. The teachers assigned by Party A must be the teaching faculties members of S-VYASA. ^{*or researchers*} In addition to this, Party A shall assist the short listed teachers in applying visas that meets the requirements of Chinese law, and ensure that they comply with Party B's arrangements and abide by Chinese law.

4. 根据乙方需求，甄选学生到乙方实习，为学生办理符合中国法律要求的签证，并保证学生服从乙方安排、遵守中国法律。

4. In accordance with the demands of Party B, Party A shall recommend interns and assist them in applying visas that meets the requirements of Chinese law, and ensure that students obey Party B's arrangements and abide by Chinese laws.

5. 付费支付：

5.Payment:

本科项目：乙方每年按照学生人数支付甲方学生学籍管理费（以实际在读学生人数为准），乙方按照每年学生学费的 %支付；并支付学生付印度完成 YIC 课程的学费。

Undergraduate program: Party B pays the tuition management fee of Party A according to the number of students each year (whichever number of students is actually enrolled), Party B shall pay % of the annual tuition fee; also pay students for completing YIC courses in India.

研究生项目：甲方每年按照到甲方的学习的学生人数支付乙方管理费补助（以注册学生人数为准）。甲方按照每届学生学费总金额的 %支付。

Graduate Program: Party A shall pay Party B's management fees subsidy every year according to the number of students who come to Party A for study (whichever number of registered students is the standard). Party A shall pay % of the total annual tuition fee.

博士项目：第一年甲方按照到甲方的学习的学生人数支付乙方管理费补助。甲方按照学费总金额的 %支付。后三年乙方按照每年学费 %支付给甲方学生的学籍管理费（以实际在读学生人数为准）。

PHD Program: In the first year, Party A shall pay the tuition management subsidy fees to Party B according to the number of students pursue their study in Party A's institution. More clearly Party A shall pay % of the total tuition fee to Party B. Likewise Party B shall pay % of the annual tuition fee in the subsequent semesters.

(二) 乙方的权利与责任

Party B's rights and responsibilities

1. 经甲方授权，就中外合作办学项目，非独立法人中外合作办学机构运行、申报等事项负责与云南民族大学等项目合作院校，进行全面沟通与协调，确保项目顺利实施。

1. With the authorization of Party A, it will become responsible for communicating and coordinating with YMU and other cooperative universities on Sino-foreign cooperative educational projects, the operation and declaration of non-independent legal person Sino-foreign cooperative educational institutions, and other matters to ensure the smooth implementation of the projects.

2. 教师薪酬

2. Teachers' Compensation

负责甲方根据其其与云南民族大学合作协议派遣到云南民族大学授课教师的相关费用，包括薪资、往返差旅费、住宿费、课时酬金、保险费、接送机相关费用；负责甲方到云南民族大学进行与本协议项目相关的学术交流教师的接待，并承担以上相关费用。费用标准由乙方确定。

Party B is responsible for bearing expenses such as salary, round-trip air tickets, accommodation, class remuneration, insurance, airport transfer of the teachers sent to YMU according to the agreement between Party A and YMU. Beside all these arrangements, Party B will be responsible for the reception of Party A's teachers to YMU for academic exchange and collaborative affairs. These said standard expenses for the teachers from Part A shall be determined by Party B.

本科项目：基本工资 6000。其中包含每周 8 课时。超课时费按照讲师 80 元/课时，副教授 90 元/课时，教授 100 元/课时。

Undergraduate program: The basic wage is RMB 6000 and this includes eight lessons a week. Overtime academic session costs RMB 80 per class hour for a lecturer, RMB 90 per class hour to an Associate Professor and and RMB 100 per class hour for a Professor.

研究生项目：基本工资 6000。其中包含每周 2 课时。超课时费按照讲师 100 元/课时，副教授 110 元/课时，教授 120 元/课时。

Graduate Program: The basic wage is RMB 6000 and this includes two lessons a week. Overtime costs for a lecture to a lecturer pays RMB 100 per class hour, RMB 110 to associate Professor RMB 120 to Professors.

博士项目：基本工资 6000。其中包含每周 2 课时。超课时费按照讲师 100 元/课时，副教授 110 元/课时，教授 120 元/课时。

PHD Program: The basic wage is RMB 6000. It includes two lessons a week. Overtime costs for a Lecturer to a Lecturer pay RMB 100 per class hour, associate professors RMB 110 per class hour and professors RMB 120 per class hour.

3. 根据自身需求，每年给予甲方 5-10 个带薪实习的名额，并负责安排甲方实习学生在华的实习内容、薪资发放及住宿安排。具体情况以乙方确定为准。

3. Party B shall bear the expenses of the 5 to 10 interns as per the requirement of Part A every year. It will be responsible for organizing the internship contents, salary and accommodation arrangement of Party A's interns in China. The terms and conditions of all the above mentioned specific offers shall be determined by Party B.

4. 负责在中国境内甄选并确定符合开展各项项目的合作方，包括但不限于：在中国境内开展本科、硕士及博士教育的大学学历教育合作项目，以及瑜伽体验中心，健康中心等非学历教育合作项目。

4. Party B will shoulder the responsibility for selecting and identifying partners for various projects in China, but not limited to: university degree education cooperation projects for undergraduate, master and PHD education in China, as well as non-academic education cooperation projects such as Yoga Center and Holistic Health Centers.

5. 积极面向项目学生提供各种留学服务，如留学咨询、升学规划、入学申请、签证指导、暑期夏令营、语言提高班等服务，尽力促成项目学生赴印度辨喜瑜伽大学留学深造。

5 Party B shall provide various overseas study services for scholars of various specializations, such as overseas study consultation, enrollment planning, application for admission, visa guidance, summer camp, language classes and so on, and put every effort to promote the scholars to study at S-VYASA in India for further study.

二、其他约定

II. Other conventions

1. 在本协议存续期间及协议解除后，甲乙双方在此承诺对本协议下的所有保密资料和信息进行严格保密，双方不得将本协议下的任何保密资料和信息用于与本合作项目无关的目的。

1. During the validity period and after the termination of this agreement, both parties hereby undertake to keep all confidential documents and information under this agreement strictly classified. Both parties shall not use any confidential information and information under this Agreement for purposes unrelated to this cooperative project.

2. 未经甲方许可，乙方不得使用“印度辨喜瑜伽大学”品牌做与本协议约定的合作无关或超出本协议范围的任何事务，否则乙方应向甲方承担停止侵权、赔偿损失等法律责任。
2. Without Party A's permission, Party B shall not use the brand of "S-VYASA" to do anything unrelated to or beyond the scope of this agreement, otherwise Party B shall assume legal liability to Party A for stopping infringement and compensating for losses.
3. 任何一方因其违约行为或不当行为侵害了学生的合法权益，或因违反了中国法律及中国政府法规、规章等，均视为单方面违约，应独自承担相应的法律责任。
3. Any breach of contract or misconduct of each side that infringes upon the legitimate rights and interests of the students, or any party who violates Chinese laws, regulations and rules of the Chinese government, shall be deemed to be a unilateral breach of contract and shall bear the corresponding legal liability independently.
4. 如因国家政策变动或其他不可抗拒的因素（如遇不可抗力事件的发生，包括但不限于火灾、水灾、战争、政策原因、意外事件、劳工问题等），以致全部或部分无法履行本协议，协议即可终止，双方互不承担责任。
4. If the agreement can not be fulfilled as whole or in parts due to changes in national policies or other irresistible factors (such as the occurrence of cataclysmic events, including but not limited to fires, floods, wars, policy reasons, accidents, labour problems, etc.), the agreement can be terminated and both parties shall not assume responsibility for each other.
5. 除本协议另有约定外，任何一方单方解除本协议，需提前三个月书面告知对方，双方达成一致意见后方可解除本协议，并协商解决协议终止后的后续问题。
5. Except as otherwise stipulated in this Agreement, any party who unilaterally rescinds this Agreement shall notify the other party three months in advance. The two parties may rescind this Agreement only

after they endorse the terms and conditions bilaterally, and negotiate to solve the subsequent issues after the termination of this Agreement.

6. 本协议的履行应依据中国法律，如发生任何争议的，双方应先行协商解决，无法协商解决的，应依据中国法律在协议签订地通过诉讼予以解决。

6.The execution of this Agreement shall be in accordance with Chinese law. If any dispute arises, the two parties shall negotiate to reach to a conclusion. If it cannot be settled through consultation, it shall be settled through litigation at the place where the agreement is signed in accordance with Chinese law.

7. 本协议履行过程中，若因一方未按本协议约定履行义务，导致影响本协议目的达成或产生其他严重后果的，视为违约，应承担消除影响、停止侵权、赔偿损失等法律责任。

7.In the course of agreement implementation, if one party fails to fulfill its obligations as stipulated in this agreement shall affects the outcome of the purpose described in this agreement or become the causes other serious consequences. It shall be deemed as a breach of contract, and shall bear legal liabilities such as eliminating impact, stopping infringement and compensating for losses.

三、协议的生效

SECTION 3. Entry-into-force Clause

1. 本协议自双方法定代表人或其授权代理人签字并加双方盖公章之日起生效，协议的有效期为 10 年，即自 年 月 日起至 年 月 日止。

1.This Agreement shall enter into force after being stamped and signed by the legal representatives of both parties or their authorized agents. The validity period of this Agreement shall be for 10 years, from ... to ...

2. 本协议期满前三个月，如合作双方没有异议且没有签订任何书面解约文件的，则从本协议到期之日起自动延续五年。

2.Three months prior to the expiration of this agreement, if the two parties have no objection and have not signed any written termination document, it will be automatically extended for five years from the date of the expiration.

3. 本协议未尽事宜，双方将另行协商，签订补充协议确定。

3. As for matters not covered in this agreement, the two parties shall negotiate separately and sign a supplementary agreement.

4. 本协议一式四份，双方各执两份，每份均具有同等法律效力。

4.This agreement is in quadruplicate and each party shall become the custodian of two copies. Each copy has equal legal effect.

为便于本协议的履行，甲乙双方确定如下负责人及联系方式：

In order to facilitate the implementation of this agreement, The person in charge and their contact information of both side are hereby illustrated as follows:

印度辨喜瑜伽大学：

Swami Vivekananda Yoga Anusandhana Samsthana:

收件地址 Address：#19, Eknath Bhavan, Gavipuram Circle, K. G. Nagar, Bengaluru-560019

电子邮件 E-mail : sanjibpatra@svyasa.edu.in

负责人/收件人 Person in charge: Dr. Sanjib Kumar Patra

北京圣贤德教育投资有限公司 :

Beijing St. Talent Education & Investment Co., Ltd

收件地址 Address :

电子邮件 E-mail : 569714259@qq.com

负责人/收件人 Person in charge : 张毅 Zhang Yi

甲方：印度辨喜瑜伽大学

Party A:

Swami Vivekananda Yoga Anusandhana Samsthana

法定代表人

Legal Representative

或其授权代理人：

Or its authorized agent

Date 日期: _____, 2019

乙方：北京圣贤德教育投资有限公司

Party B:

Beijing St. Talent Education & Investment Co., Ltd

法定代表人

Legal Representative

或其授权代理人：

Or its authorized agent

Date 日期: _____, 2019