

中国云南民族大学
与

印度辨喜瑜伽大学

关于联合设立云南民族大学辨喜瑜伽
学院的协议

中国昆明

2019 年6 月10 日

**Agreement
on
Joint Establishment of VYASA Yoga
College of Yunnan Minzu University**

**between
Yunnan Minzu University, China**

**and
Swami Vivekananda Yoga
Anusandhana Samsthana, India**

**Kunming, China
June 10th, 2019**

中国云南民族大学与印度辨喜瑜伽大学
关于联合设立云南民族大学辨喜瑜伽学院的协议

Agreement on

Joint Establishment of VYASA Yoga College of Yunnan Minzu

University

**Between Yunnan Minzu University, China and Swami Vivekananda
Yoga Anusandhana Samsthana, India**

协议双方

Both Parties:

甲方：云南民族大学
地址：中国云南省昆明市呈贡区月华街2929号
邮编：650500
法人代表：张桥贵
联系人：耿毅
电话：0086-871-65917778
传真：0086-871-65917778
电子邮件地址：ynmzdxghc@163.com

Party A: Yunnan Minzu University
Address: No. 2929 Yuehua Rd., Chenggong District, Kunming, Yunnan, China
Postcode: 650500
Legal representative: Qiaogui Zhang
Contact: Ms. Geng Yi
Tel.: 0086-871-65917778
Fax: 0086-871-65917778
Email: ynmzdxghc@163.com

乙方：印度辨喜瑜伽大学(Swami Vivekananda Yoga Anusandhana Samsthana)
地址：Eknath Bhavan #19; Gavipuram Circle, K.G. Nagar, Bengaluru, India.
邮编：560019
代表：Represented by: The Registrar Dr. K. Srinidhi Parthasarathi
电话：+91-9379244002
电子邮件地址：registrar@svyasa.edu.in

Party B: Swami Vivekananda Yoga Anusandhana Samsthana
Address: Eknath Bhavan #19; Gavipuram Circle, K.G. Nagar, Bengaluru, India.
Postcode: 560019
Representative: The Registrar Dr. K. Srinidhi Parthasarathi
Tel.: +91-9379244002
Email: registrar@svyasa.edu.in

本协议由中国云南民族大学（以下简称“YMU”）与印度辨喜瑜伽大学（以下简称“S-VYASA”）订立。

This Agreement is made by and between Yunnan Minzu University (hereinafter referred to as “YMU”) and Swami Vivekananda Yoga Anusandhana Samsthana (hereinafter referred to as “S-VYASA”).

下文中，YMU 和 S-VYASA 被称为“协议双方”。

YMU and S-VYASA are hereinafter referred to as “the both parties to this Agreement”.

协议总则

Preamble

协议双方同意合作建立一所由云南民族大学全权所有的二级学院（非独立法人中外合作办学机构）。该学院的中文名称是“云南民族大学辨喜瑜伽学院”（以下简称“瑜伽学院”）。该学院的英文名称是“VYASA Yoga College of YMU”。

The both parties to this Agreement agreed to set up a secondary college (a college of Chinese-Foreign Cooperation in Running Schools which is a non-independent legal person) exclusively owned by Yunnan Minzu University. The Chinese name of the college is “云南民族大学辨喜瑜伽学院” hereinafter referred to as “VYASA Yoga College of YMU”.

本协议的解释与履行遵照中国法律法规，包括但不限于《中华人民共和国中外合作办学条例》以及《中华人民共和国中外合作办学条例实施办法》等行政法规。

The interpretation and execution of this Agreement shall subject to the Laws and Regulations of China, including but not limited to 《Regulations of PRC for Chinese-Foreign Cooperation in Running Schools》 and 《Implementation Measures of Regulations of PRC for Chinese-Foreign Cooperation in Running Schools》.

设立瑜伽学院的目的是：引入印方优质教育资源，实施中外合作的教学培养模式，培养具有国际视野、创新精神和实践能力的优秀人才。

The purposes to set up the VYASA Yoga College are: to introduce high-quality educational resources from India; to educate talents with international perspective, spirit of innovation and ability to practice through Chinese-Foreign cooperative teaching and training mode.

本协议内容如下:

Below are the contents of this Agreement:

第1条 协议主体

1. Principals to this Agreement

1.1 云南民族大学(简称: YMU)是经中国教育部认可的大学, 位于中国云南昆明。

1.1 Yunnan Minzu University (YMU) is a university authorized by the Ministry of Education of China, located in Kunming, Yunnan, China.

1.2 印度辨喜瑜伽大学(简称: S-VYASA)是一所印度政府认可的大学, 位于印度班加罗尔。

1.2 Indian Swami Vivekananda Yoga Anusandhana Samsthana (S-VYASA) is a university authorized by Indian government, located in Bengaluru, India.

第2条 瑜伽学院的法律地位、管理模式及学生培养

2. Legal Status, Management Model and Students Education of the VYASA Yoga College

2.1 瑜伽学院的法律地位

2.1 Legal Status of the VYASA Yoga College

瑜伽学院的所有权完全属于 YMU。瑜伽学院的设立与运营完全遵守中国法律法规。瑜伽学院将作为 YMU 的一个二级学院进行运行。

The ownership of the VYASA Yoga College shall exclusively belong to YMU. The setup and operation of the VYASA Yoga College shall be fully in accordance with the requirements of the Laws and Regulations of China. The VYASA Yoga College will be the secondary college of YMU.

2.2 瑜伽学院的管理

2.2 Management of the VYASA Yoga College

瑜伽学院的运行与管理应遵守 YMU 的规定, 瑜伽学院的行政管理采取联合管理委员会监督下的院长负责制。瑜伽学院的教学管理采取学术指导委员会指导下的学院负责制。

The operation and management of the VYASA Yoga College shall be in accordance with the regulations of YMU. The administrative management will adopt the dean-in-charge system under the supervision of a Joint Management Committee and the teaching management adopt college-in-charge system under the direction of an Academic Advisory Committee.

2.3 学院招生

2.3 Enrollment Policy of the VYASA Yoga College

YMU 根据中国现行政策负责瑜伽学院的招生工作, 所有涉及的费用与通讯由 YMU 负责。

YMU is responsible for the registration of VYASA Yoga College as per the prevailing norms of China. All expenditure and correspondence involved shall be from YMU.

2.3.1 本科生招录按照中国普通高校招生录取政策执行。

2.3.1 Student admissions to undergraduate degree courses shall be in accordance with the enrollment policy of common colleges and universities of higher education of China.

2.3.2 硕士研究生招生纳入中国研究生招生计划，按中国研究生招生录取政策进行录取。

2.3.2 Student admissions to postgraduate degree courses shall be guided by the enrollment plan of postgraduates of China and in accordance with the enrollment policy of postgraduates of China.

2.3.3 博士研究生招录按照YMU 博士研究生招生录取政策执行。

2.3.3 Student admissions to doctoral degree shall be in accordance with the enrollment policy of YMU.

2.4 学位授予

2.4 Degree Awarding

2.4.1 协议中的专业，将采取引入S-VYASA 教学资源，在云南民族大学开展教学的方式。成绩合格且满足学位授予条件的学生，将被授予YMU 的毕业证书与学士学位或硕士学位。S-VYASA可根据现行规则仅向在S-VYASA注册的学生颁发独立学位。

2.4.1 For the majors under this Agreement, educational resources are to be introduced from S-VYASA and classroom teaching be carried out in YMU unless otherwise specified. Qualified students will be awarded the graduation certificates and bachelor's degree or master's degree under the seal and signature of YMU. However, S-VYASA can award an independent degree to the student only on enrolling at S-VYASA for the aforesaid degrees as per prevailing norms.

2.4.2 除2.4.1约定的情形外，S-VYASA将不联合颁发证书。

2.4.2 Certificate will not be issued jointly by S-VYASA, under any circumstance other than condition specified in 2.4.1.

2.4.3 修满瑜伽学院规定课程的博士生将被授予 S-VYASA博士学位。全部课程教学应仅在 S-VYASA教职人员适当指导下在 S-VYASA完成。若特定课程教学因设施所限无法在 S-VYASA完成的，各有关方面可决定将这些课程教学安排在具备条件的地点完成。

2.4.3 Doctoral students who fulfil the course curriculum as stipulated by VYASA Yoga College, will be awarded with S-VYASA doctoral degree. The course curriculum shall mandatorily include complete coursework to be carried out in S-VYASA campus under proper supervision of S-VYASA faculty only. However specialized coursework for which facilities are not available at S-VYASA the concerned authorities shall take appropriate decisions for permitting to carry out the coursework where such facilities exist.

2.5 学术要求

2.5 Academic Requirements

瑜伽学院的教学计划、培养方案应严格按照中国教育部相关政策制定，并符合 S-VYASA 的标准。课程设置应根据学术委员会建议并经学术委员会批准。

The teaching plans and training programs of the VYASA Yoga College shall be strictly in line with the Policies and Regulations of Ministry of Education of China and the standards of S-VYASA. The course curriculum shall be in accordance with the

recommendations/ approval of the Academic Advisory Committee.

2.6 学位认证

2.6 Academic Degree Attestation

S-VYASA颁发的学位证书如需中国教育部认证, 协议双方有义务为此出具证明材料。

Both parties shall offer evidentiary materials if the academic degree issued by S-VYASA is required to be certified by the Ministry of Education of China.

2.7 瑜伽学院的定期评估

2.7 Periodical Assessments of the VYASA Yoga College

YMU 和S-VYASA 共同成立“联合管理委员会”与“学术指导委员会”。瑜伽学院采取定期评估制度, 定期向“联合管理委员会”与“学术指导委员会”提交运行情况报告。

A “Joint Management Committee” and an “Academic Advisory Committee” shall be set up jointly by YMU and S-VYASA. The VYASA Yoga College shall adopt a regular assessment system and provide periodical performance reports to the aforesaid committees.

第3条 瑜伽学院的合作内容与合作方式

3. Contents and Approaches of Cooperation of the VYASA Yoga College

3.1 合作专业

3.1 Majors in Cooperation

3.1.1 本科专业是: 瑜伽、瑜伽教育、瑜伽理疗。

3.1.1 Undergraduate majors: Yoga, Yoga Education and Yoga Therapy.

3.1.2 硕士专业是: 瑜伽理疗。

3.1.2 Postgraduate majors: Yoga Therapy.

3.1.3 博士专业是: 瑜伽。

3.1.3 Doctoral majors: Yoga.

3.2 专业学制

3.2 Educational System

3.2.1 本科专业学制: 学制4年, 全部课堂教学在YMU 进行。

3.2.1 Educational system for undergraduates: a four-year system with all the classroom teaching be given in YMU.

3.2.2 硕士专业学制: 学制3年, 第1年和第2年的课堂教学在YMU 进行, 第3年在S-VYASA 进行, S-VYASA仅负责为在该校完成的课堂教学转学分。

3.2.2 Educational system for postgraduates: a three-year system with the classroom teaching of the first and second year at YMU and the third year at S-VYASA (ONLY CREDIT TRANSFERS FROM S-VYASA for the part undertaken at S-VYASA).

3.2.3 博士专业学制：学制 4 年，第 1 年在 S-VYASA 完成，其余在 YMU 完成并由 S-VYASA 提供指导，瑜伽学院提供联合指导。

3.2.3 Educational system for doctoral students: a four-year system, where the classroom teaching of the first year given at S-VYASA and the rest at YMU subject to having a guide from S-VYASA and co-guide from VYASA Yoga College.

3.3 学费

3.3 Tuition Fees

本科学费和硕士学费完全由瑜伽学院确定并收取。针对在 S-VYASA 完成的硕士学位课程，应由学生根据适用于留学生的现行标准支付学费、住宿费及其他费用。

Tuition fees for Undergraduate and Postgraduate courses are purely the prerogative of the VYASA yoga college. For the part of the Postgraduate course done at S-VYASA, the student is liable to pay the course fee, hostel fee etc as per the prevailing norms applicable to foreign students.

博士生学费：第一年学费由 S-VYASA 收取，第一年以后的学费由 YMU 收取。由 S-VYASA 承担博士生的主要指导职责，由此发生的博士生指导费用和其他费用应由瑜伽学院向 S-VYASA 随时支付。即便博士生的主要指导职责发生变更，上述费用也仍应支付。博士生主要指导职责如有变更，应仅由 S-VYASA 负责。

Tuition fees for doctoral students: The tuition for the first year is to be charged by S-VYASA and the rest to be charged by YMU. The Principal guide being from S-VYASA, the remuneration for the principal guide along with other expenses involved if any as furnished by S-VYASA will be honoured and released by VYASA Yoga College from time to time. Even in case of any changes in the principal guide is sought/necessitates, such changes/ replacement will be only from S-VYASA.

3.4 课程设置

3.4 Curriculum Provision

S-VYASA 参与协议中所有专业的教学大纲制定，包括但不限于培养方案和教学计划的制定，教学大纲的学术要求不低于 S-VYASA 本校的要求。

S-VYASA is involved in the design of all syllabus, including but not limited to the training programs and teaching plans of all the majors specified in this Agreement. The syllabus deployed shall be on par that of S-VYASA.

3.5 专业扩展

3.5 Extension of Majors

除 3.1 约定的专业外，如协议双方在其他专业的合作上达成一致，并经“联合管理委员会”批准，将向中华人民共和国教育行政主管部门申报，如获批准，可列入本协议范围。

Apart from the majors mentioned in 3.1, other majors approved by both parties and the “Joint Management Committee” may be listed in this Agreement only after due approval by the Ministry of Education of China.

3.6 科学研究与社会服务

3.6 Scientific Research and Social Work

3.6.1 科学研究

3.6.1 Scientific Research

协议双方鼓励教学科研人员建立科研合作关系，共同申报科研项目。

The teaching staff and scientific research personnel are encouraged to build cooperation in scientific researches, jointly applying for scientific research projects.

3.6.2 社会服务

3.6.2 Social Work

瑜伽学院应充分利用双方服务，在双方资源允许范围内，提供社会服务，包括但不限于社会培训项目。

It is desired that the VYASA Yoga College will use the services of both parties to the extent maximum possible for offering social services, including but not limited to social training programs subject to availability of resources.

第4条 瑜伽学院的运行与管理

4. Operation and Management of the VYASA Yoga College

4.1 机构运行

4.1 Operation of the VYASA Yoga College

瑜伽学院在日常人员聘用和运行管理等方面有权独立运作。这些权利包括但不限于：聘请瑜伽学院的教职员工；管理、使用与维护瑜伽学院的设施设备；管理学生在瑜伽学院期间的学习和生活。

The VYASA Yoga College shall have the rights to run independently, which include but not limited to the faculty hiring; management, use and maintenance of equipment of the VYASA Yoga College; management of the study and life of students during their stay in the VYASA Yoga College.

4.2 管理架构

4.2 Framework of Management

“联合管理委员会”承担瑜伽学院最高监督和决策职能；“学术指导委员会”承担瑜伽学院教学监管和测评职能；瑜伽学院院长承担日常管理职能。

The “Joint Management Committee” is responsible for the highest supervision and decision-making of the VYASA Yoga College; The “Academic Advisory Committee” is responsible for the teaching supervision and assessments of the VYASA Yoga College; The Dean of the VYASA Yoga College is responsible for daily management.

4.2.1 联合管理委员会

4.2.1 The Joint Management Committee

“联合管理委员会”由协议双方指定人员共同组成，成员11人，其中YMU指定6人，S-VYASA指定5人。“联合管理委员会”是瑜伽学院最高行政权力机构，负责修订瑜伽学院章程、批准年度学术计划、批准预算和决算、任免学院院长以及为其他与瑜伽学院管理与运行相关的事项做决策。“联合管理委员会”的主任由YMU委派成员担任，副主任由S-VYASA委派成员担任。

Nominated personnel by both parties constitute the Joint Management Committee, eleven in total, six are nominated by YMU and five by S-VYASA. The Joint Management Committee is the highest administrative authority of the VYASA Yoga College to update the regulations, to approve the annual academic plans and budgets and final accounts, to nominate and dismiss the Dean, and to decide other issues in respect of the management and operation of the VYASA Yoga College. The chairman of the Joint Management Committee shall come from YMU whereas the vice chairman shall come from S-VYASA.

“联合管理委员会”每年至少举行二次工作会议。工作会议的内容包括但不限于：指导瑜伽学院院长规划并执行本协议范围内的合作内容，对瑜伽学院的发展目标和发展策略提出指导意见，听取年度财务报告和工作报告，讨论新专业的启动，确定下次工作会议的时间等。工作会议可以采取面对面会议、电话会议或视频会议等形式。在 YMU 召开的“联合管理委员会”工作会议由“联合管理委员会”主任（或 YMU 指定的代表）主持，在 S-VYASA 召开的“联合管理委员会”工作会议由“联合管理委员会”副主任（或 S-VYASA 指定的代表）主持。

The Joint Management Committee shall hold at least two working conferences annually, to discuss the issues including but not limited to guidance for the Dean in planning and implementing the works specified in this Agreement, proposals on development goals and strategies of the VYASA Yoga College, deliberating the annual financial reports and work reports, new majors & courses proposed, and confirming the time of next working conference, etc. The working conferences may take place in the form of face to face conferences/telephone conferences/video conferences. The working conferences held in YMU shall be hosted by the Director of the Joint Management Committee (or the representative appointed by YMU). The working conferences held in S-VYASA shall be hosted by the Deputy Director from the Joint Management Committee (or the representative appointed by S-VYASA).

“联合管理委员会”工作会议参会委员至少8名（YMU指定5名，S-VYASA 指定3名）。会议决议需参会委员多数同意方可生效。双方出席和召开“联合管理委员会”工作会议的费用由瑜伽学院承担。

The minimum quorum of members of the Joint Management Committee attending the working conferences shall be not less than eight (Five nominated members from YMU and Three nominated members from S-VYASA). Decisions made in the conferences shall come into effect on the basis of the agreement of the majority. Expenses incurred in holding and attending the working conferences shall be borne by VYASA Yoga College.

4.2.2 学术指导委员会

4.2.2 The Academic Advisory Committee

“学术指导委员会”由双方推荐的委员组成，并经“联合管理委员会”批准确认。“学术指导委员会”作为学术质量监督机构，负责监督教学质量，对教师进行考核，监督学术标准和学位要求的执行情况。每学期至少举行一次“学术指导委员会”的工作会议。“学术指导委员会”的工作会议费用由瑜伽学院承担。

The “Academic Advisory Committee” comprises of members nominated by both parties and will be approved by the “Joint Management Committee”. As an academic quality supervision body, the “Academic Advisory Committee” will be responsible for supervision of teaching quality, assessments of teachers, as well as supervision of the implementation of the academic standards and requirements for degree awarding. Working conferences of “Academic Advisory Committee” will be held at least once every semester. VYASA Yoga College shall bear the expenses of the meetings of the Academic Advisory Committee.

4.2.3 瑜伽学院院长

4.2.3 Dean of the VYASA Yoga College

瑜伽学院院长由 YMU 提名，并经联合管理委员会批准任命。院长每届任期4年，经联合管理委员会批准，可续任。瑜伽学院院长负责学院的日常运行管理与重大决策执行，并对学院的资金运行具有审批权。

Nomination of the Dean of the VYASA Yoga College shall be proposed by YMU and approved by the Joint Management Committee. The term of office of the

dean is four years, whereas a consecutive term subject to approval of the Joint Management Committee. The Dean of the VYASA Yoga College shall be in charge of the daily operation and management of the VYASA Yoga College and implementation of decisions including the power of approval of capital operation of the VYASA Yoga College.

4.2.4 教职人员的聘用

4.2.4 Faculty Hiring

瑜伽学院负责教职人员的聘用。S-VYASA 应确保所派教师的教学质量。

The VYASA Yoga College is responsible for faculty hiring. S-VYASA shall guarantee the teaching quality of teachers deputed / referred from S-VYASA.

第5条 YMU 的责任

5. Liabilities of YMU

5.1 负责瑜伽学院项目的实施。

5.1 Implementation of programs of the VYASA Yoga College.

5.2 负责学生培养，监督教学质量。

5.2 Training students and supervising teaching quality.

5.3 提供教学设备设施及其他设备设施。

5.3 Providing teaching facilities and equipments and other facilities and equipments as may be required.

5.4 根据需要，为赴瑜伽学院工作的S-VYASA 人员办理签证、邀请函、中国工作许可及居留许可。安排S-VYASA 教师的教学任务。YMU 对S-VYASA 教师进行考核，并对S-VYASA 教师进行管理。

5.4 Applying for visas, issuing invitations and obtaining permissions for working and residence in China; Allocating teaching tasks for teachers from S-VYASA; Assessing teachers from S-VYASA as well as conducting staff management.

5.5 YMU 负责瑜伽学院的学生管理。

5.5 YMU is responsible for student management of the VYASA Yoga College.

5.6 YMU 对符合条件的学生颁发毕业证书及/或学位证书。

5.6 YMU is responsible for awarding graduation certificates and/or degree certificates to qualified students.

第6条 S-VYASA 的责任

6. Liabilities of S-VYASA

6.1 针对与YMU 共同创建瑜伽学院事宜取得印度官方许可，并共同实施与瑜伽学院有关的工作，比如宣传等工作。

6.1 Obtaining official permissions of competent authorities in India with respect to establishing the VYASA Yoga College; Jointly conducting works pertaining to VYASA Yoga College, such as publicity etc. as may be required.

6.2 配合YMU 向中国教育行政主管部门申请创办瑜伽学院。

6.2 Providing assistance to YMU in filing application for the setting up of the VYASA Yoga College.

6.3 选派合格教师到瑜伽学院从事教学科研活动。

6.3 Referring qualified teachers to the VYASA Yoga College.

6.4 与YMU 共同制定瑜伽学院教学与科研计划及与教学科研有关的其他计划。实施课程安排, 提供课程评价方式和评价标准。S-VYASA在收取费用的前提下提供原版教材。

6.4 Jointly making teaching and research plans as well as other relevant plans for the VYASA Yoga College, conducting teaching arrangements, evaluating methods and standards of the courses, providing original versions of textbooks subject to release of payment against the invoices raised by S-VYASA.

6.5 与YMU 共同实施课程建设、更新教学内容、改进教学方法。

6.5 Jointly implementing and optimizing curriculum, updating teaching contents and improving teaching methods.

6.6 与YMU 共同制定瑜伽学院学生入学标准、毕业标准及师生评估标准。

6.6 Jointly working out standards with YMU for admission of students, graduation and assessment of teachers and students.

6.7 为YMU 赴S-VYASA 访问的教师安排教学培训活动。

6.7 Arranging training programs for teachers from YMU.

6.8 S-VYASA 对符合条件的学生颁发毕业证书及/或学位证书, 前提是学生应遵循本项目标准, 包括在S-VYASA修满规定学时并支付了应付费用。

6.8 Awarding graduation certificates and/or degree certificates for qualified students. This can be done provided the student follows the norms of the programme including the period of study in S-VYASA campus and payment of the applicable fees.

第7条 声明

7. Statements

7.1 S-VYASA 声明其具有在印度从事高等教育的资质, 并具有签定本协议应具备的法律资格。

7.1 S-VYASA hereby states that: it is a duly qualified entity in higher education in India and has all the legal qualifications to sign this Agreement.

7.2 YMU 声明其具有在中华人民共和国从事高等教育的资质, 并具有签定本协议应具备的法律资格。

7.2 YMU hereby states that: it is a duly qualified entity in higher education in the PRC and has all the legal qualifications to sign this Agreement.

第8条 瑜伽学院的设施

8. Facilities of the VYASA Yoga College

YMU 负责提供瑜伽学院所需的基础设施。

YMU shall be responsible for providing facilities needed by the VYASA Yoga College.

第9条 知识产权

9. Intellectual Property

9.1 由YMU 提供的教学与科研材料的知识产权属YMU 所有。

9.1 The Intellectual property of the teaching and research materials provided by YMU for the VYASA Yoga College shall belong to YMU.

9.2 由S-VYASA 提供的教学与科研材料的知识产权属S-VYASA 所有。

9.2 The Intellectual property of the teaching and research materials provided by S-VYASA for the VYASA Yoga College shall belong to S-VYASA.

9.3 瑜伽学院办学期间所形成的知识产权属瑜伽学院所有。

9.3 The Intellectual property incurred in the period of running the VYASA Yoga College shall belong to VYASA Yoga College.

第10条 协议双方对瑜伽学院的投入

10. Input to the VYASA Yoga College

10.1 YMU 的投入

10.1 Input from YMU

YMU 负责提供教学科研所需的工作场所、设备设施、学术材料及教职人员。

YMU shall be responsible for providing workplace, equipments, facilities, academic materials and faculty personnel.

10.2 S-VYASA 的投入

10.2 Input from S-VYASA

S-VYASA 负责提供教学科研所需的学习资源及合格教职人员。

S-VYASA shall be responsible for providing educational resources and qualified faculty personnel based on the requests made from the VYASA Yoga College.

第11条 瑜伽学院的财务管理

11. Financial Management of the VYASA Yoga College

11.1 瑜伽学院收取的学费标准由 YMU 负责制定并报中国云南省物价管理部门批准后执行。

11.1 The tuition fee to be charged by the VYASA Yoga College shall be determined by YMU and executed after being approved by the price control authorities of Yunnan Province, China.

11.2 瑜伽学院学生应支付在S-VYASA 学习的学费。

11.2 Students of the VYASA Yoga College shall pay the tuition fee applicable while studying at S-VYASA.

11.3 瑜伽学院的财务管理和运行，应遵照 YMU 财务管理制度。瑜伽学院的财务管理应由 YMU 指定的人员负责，记账本位币为人民币。YMU 按照中国法律和 YMU 的财务制度进行审计，实施监督。

11.3 The financial operation and management of the VYASA Yoga College shall be in accordance with the financial management system of YMU. The financial management of the VYASA Yoga College shall be carried out by the personnel nominated by YMU. RMB shall be adopted for bookkeeping. YMU shall conduct auditing and supervision in accordance with Laws and Regulations of China and the financial system of YMU.

11.4 预算与决算

11.4 Budgets and Final Accounts

瑜伽学院向“联合管理委员会”汇报年度预算和决算情况。

The VYASA Yoga College shall report its annual budgets and final accounts to the “Joint management Committee”.

11.5 审计

11.5 Auditing

YMU 可聘请独立审计机构对瑜伽学院的财务收支情况进行审计，审计费用由瑜伽学院承担。

YMU may hire independent audit agencies to audit the revenue and expenditure of the VYASA Yoga College with the auditing cost borne by the VYASA Yoga College.

11.6 费用支出

11.6 Expenditure

11.6.1 瑜伽学院的运行费用由瑜伽学院承担。

11.6.1 The operating expenses of the VYASA Yoga College shall be borne by the VYASA Yoga College.

11.6.2 根据中国法律法规及双方约定，瑜伽学院的经费可做以下支出：

11.6.2 Expenditure of the VYASA Yoga College, in accordance with the Laws and Regulations of China and the Agreement of both parties, includes:

瑜伽学院的直接运行费用。“直接运行费用”包括但不限于瑜伽学院的年检费用和其他以瑜伽学院名义支出的运行费用。

Direct operating expenses of the VYASA Yoga College. The “direct operating expenses” includes but not limited to annual inspection fees and other fees expended in the name of the VYASA Yoga College.

11.7 财务清算

11.7 Financial Liquidation

本协议终止时，应当依照中国法律法规组织财务清算。

Financial liquidation shall be conducted in the termination of this Agreement in accordance with the Laws and Regulations of China.

第12条 适用法律

12. Applicable Law

本协议适用中国法律法规。

This Agreement is governed by the Laws and Regulations of China.

第13条 协议期限和协议终止

13. Validity and Termination of this Agreement

13.1 协议有效期

13.1 Validity of this Agreement

本协议自双方签署之日起生效，有效期为5年。经双方同意，本协议可以续约，续约应仅采取书面方式。

This Agreement shall come into effect from the date of signature by both parties. The validity of this Agreement is for FIVE years. The revalidation of this MOU beyond the agreed period of Five Years, if agreed / required to be done will through mutual written consent document only.

13.2 Termination of this Agreement

有下列情形之一的，本协议应当终止：

This Agreement shall terminate in case that:

13.2.1 双方约定终止。

13.2.1 To terminate by agreement.

13.2.2 被中国政府或中国法院终止。

13.2.2 To terminate by Chinese government or Chinese courts.

13.2.3 其他合理情形导致本协议终止。

13.2.3 To terminate by other reasonable circumstances.

13.3 协议终止应以书面方式通知。

13.3 Termination of this Agreement shall be notified in writing.

13.4 协议终止时仍然在读的学生的安置

13.4 Arrangements of Students in Case of Termination

本协议终止的通知期限为60天。在本协议终止的情况下，如仍有学生在读，协议双方应保证在读学生按照本协议内容完成学业。另有约定的除外。

In all the above termination clauses, the notice period will be 60 days. In case of termination of this Agreement, both parties guarantee that the remaining students complete their study in accordance with this Agreement, except otherwise agreed.

13.5 本协议的履行以诚意和互信为基础，旨在通过设立瑜伽学院来推广瑜伽教育和研究。因本协议产生的争议，应通过协商解决，为此设立专门委员会，该委员会成员6名，瑜伽学院和S-VYASA各指定3名。该委员会的决定对争议双方具有约束力。该委员会设在瑜伽学院。

13.5 As this MOU is executed on mutual faith and integrity for promoting Yoga Education and Research through establishing a Yoga College (VYASA Yoga College), any dispute arising out of this Agreement shall be resolved through mutual dialogue / interaction by forming an exclusive committee comprising of six members with equal representation from VYASA Yoga College and S-VYASA and decisions of such committee will be binding on both parties. The venue for such committee so established shall be VYASA Yoga College.

第14条 通知

14. Notices

与本协议有关的通知应使用英文，并采取书面方式。通知的送达方式包括但不限于电子邮件及快递服务。送达信息如有变更应书面通知对方。

Notices under this Agreement shall be made in English and in writing. Notices shall be made to the other party in the methods including but not limited to emails and express service. Any update to the delivery information shall be notified to the other party in writing.

14.1 YMU 的送达信息

14.1 Delivery Information of YMU

主送：云南民族大学副校长 段钢先生

地址：中国云南省昆明市呈贡区月华街2929号

电话：0086-871-65913208

电邮：dg1009@sina.com

抄送：云南民族大学辨喜瑜伽学院院长

地址：中国云南省昆明市呈贡区月华街2929号

电话：

电邮：

Main Delivery to: Mr. Duan Gang, deputy president of Yunnan Minzu University

Address: No. 2929 of Yuehua Rd., Chenggong District, Kunming, Yunnan

Province, China

Tel: 0086-871-65913208

Email: dg1009@sina.com

Copy to: the Dean of VYASA Yoga College of Yunnan Minzu University

Address: No. 2929 of Yuehua Rd., Chenggong District, Kunming, Yunnan,

Province, China

Tel:

14.2 S-VYASA 的送达信息

14.2 Delivery Information of S-VYASA

主送：The Registrar Dr. K. Srinidhi Parthasarathi

地址：Prashanti Kutiram, Jigani Hobli, Anekal Taluk, Bangalore- 560105

电话: 91 80 26639998

电邮: registrar@svyasa.edu.in

抄送:

地址:

电话:

电邮:

Main Delivery to: The Registrar Dr. K. Srinidhi Parthasarathi

Email: registrar@svyasa.edu.in

Address: Prashanti Kutiram, Jigani Hobli, Anekal Taluk, Bangalore- 560105

Tel: 91 80 26639998

第15条 一般条款

15. General Terms

15.1 协议的补充和修订

15.1 Supplements and Amendments to this Agreement

针对本协议的补充与修订应采取书面形式并经双方签署。

Any supplements and amendments to this Agreement to be made in writing and to be signed by both parties.

15.2 协议文本及其效力

15.2 Text and Validity of this Agreement

本协议以中英文双语写成, 两种语言文本具有相同效力, 两种语言文本的内容如有冲突, 以中文文本为准。本协议正本一式三份, YMU 持两份, S-VYASA 持一份。

This Agreement is made in Chinese and English, both versions are equally authentic. The Chinese version applies in the event that any conflict between the English version and the Chinese version. This Agreement shall be made in three originals with YMU holding two originals and S-VYASA holding one original.

15.3 未尽事宜, 以后续协议为准。

15.3 Any issue not covered in this Agreement shall be subject to subsequent agreements.

15.4 本协议不涉及S-VYASA从瑜伽学院获得的合理的财务收入。与此相关的协议变更应在签署之前尽早提交联合管理委员会审议, 以便双方有效推进瑜伽学院项目并使该项目发挥有效作用。

15.4 The due share of the finance receivable by S-VYASA from VYASA Yoga College not being incorporated in this MOU. Amendment to this effect shall be signed after placing this subject before the Joint Management Committee at the earliest, for effective functioning and promotion of the VYASA Yoga College by both parties.

第16条 本协议的签署与生效

16. Signature and Effective Date of this Agreement

本协议经双方签署后生效。

This Agreement shall come into effect from the date of signature by both parties.



中国云南民族大学
Yunnan Minzu University, China



印度辨喜瑜伽大学
Swami Vivekananda Yoga
Anusandhana Samsthana, India

张桥贵

张桥贵 教授
Prof. Zhang Qiaogui
President 校长

日期: 2019 年6 月10 日
Date: JUNE 10, 2019

गणेश

甘德拉 博士
Dr. H.R.Nagendra
Chancellor S-VYASA

日期: 2019 年6 月10 日
Date: JUNE 10, 2019