

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**gSoba-Rigpa Wellness Services (SRWS)**

This MoU is made and entered into as of (date).....(month).....(year)....., by and between **Ministry of Health**, hereinafter referred to as “**MoH**”, of the **FIRST PART**,

**AND**

The ..... **[INSERT CENTER NAME and PLACE]**....., Bhutan, hereinafter referred to as “.....”, of the **SECOND PART**.

**NOW THEREOF**, in consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

Now this MoU witnessed that:

**PURPOSE & SCOPE**

1. The purpose of this MoU is to clearly identify the roles and responsibility of the Centre in regard to provision of gSorig Wellness Services.

**ROLE AND RESPONSIBILITIES**

2. The following clauses are to be met by the Center (.....Insert Name...), violation of which may result in suspension or cancellation of Technical Authorization Certificate(TAC) and the license based on severity of the matter:
  - a) The centre shall restrict themselves to providing services pertaining to gSorig Spa and Wellness Services only as prescribed by the MoH in their policies/guidelines.
  - b) Shall not mix other spa services with the gSorig Wellness Service
  - c) The centre shall maintain the standards of gSorig Wellness Service and provide the services as per the gSorig Wellness Service Guideline.
  - d) Shall take care of client safety
  - e) Shall maintain the professional ethics and code of conduct as prescribed in the guideline & standards
  - f) The centre shall seek approval from the MoH when it decides to shift its location and add new services.
  - g) The centre shall abide by all the existing relevant Acts, Regulations and Guidelines prescribed by MoH.

**AMENDMENT, MODIFICATIONS AND DISPUTE SETTLEMENT**

- 3. This MoU or any of its articles or specific provisions may be amended after negotiations, approval and signature by the parties.
- 4. Any difference or dispute which may arise in the implementation of this MoU shall be resolved amicably through mutual consultations between the two parties.
- 5. If the parties fail to reach mutual agreement in amicable manner then the difference/dispute shall be referred to the Arbitration Committee constituted as per the Alternative Dispute Resolution Act of Bhutan, 2013 (hereinafter referred to as ADR, 2013) and shall follow the procedure laid down in ADR, 2013 to resolve the difference/dispute.
- 6. The difference/dispute shall be referred to the court of law upon having exhausted all the remedies enshrined in this MoU.
- 7. The terms of this MoU may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

**EFFECTIVE DATE AND SIGNATURES:**

- 8. This MoU shall become effective upon the signature of authorized officials of Ministry of Health (represented by DG, DTMS ) and Centre (represented by Proprietor, SRWSC).
- 9. Ministry of Health (represented by DG, DTMS ) and Centre (represented by Proprietor) indicate agreement with this MoU by their signatures.

**IN WITNESS WHEREOF**, Ministry of Health and .....[Insert Name of the Center]..... have executed this Agreement as of the date first above written.

Director General  
DMS, MoH  
Place:  
Date:

Proprietor  
SRWSC.....  
Place:  
Date: