

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on the 28th of March 2022 at New Delhi between

Morarji Desai National Institute of Yoga, a society formed registered and existing under the Societies Registration Act, 1860 and having its Registered office at 68, Ashoka Road, New Delhi – 110 001 (hereinafter referred as MDNIY), which expression shall include its successors in interest and permitted assigns of the First Party.

AND


National Institute of Sowa Rigpa (NISR), an autonomous Institute under the Ministry of AYUSH, Government of India and having its Office at Leh, Ladakh and running a Sowa Rigpa Hospital at Leh, Ladakh (hereinafter referred as NISR), which expression shall include its successors in interest and permitted assignor Second Party.

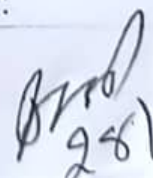
MDNIY and NISR are hereinafter jointly referred to as the "Parties" and singularly as Party".

Whereas

- a. The Government of India has set up the Morarji Desai National Institute of Yoga (MDNIY) at New Delhi, an autonomous organization registered under the Societies' Registration Act, 1860 and fully funded by the Ministry of AYUSH, Government of India for the development, promotion and propagation of Yoga and which has an ideal location in the heart of New Delhi with open spaces and basic facilities for conducting Yoga training courses/ therapy programmes for the general public.
- b. As per the framework of the objectives of MDNIY, one of the objectives is to conduct research studies to enable the Institute to come up as a Research & Development Organization in the field of Yoga.
- c. The other objectives of the institute also include the execution of therapy & training through Yoga to the needy people.
- d. NISR is an autonomous Institute under Ministry of AYUSH, Govt of India involved in preservation, promotion and development of Sowa-Rigpa in India. It is a frontier institute focused on the research and development in Sowa-Rigpa system of medicine in India and conservation of the plants of Trans-Himalayas.
- e. NISR has approached MDNIY for jointly run a Yoga Therapy & Training Centre in its Hospital situated at Leh, Ladakh and MDNIY has agreed to collaborate with NISR on the said project on the terms and conditions appearing hereinafter.

Now, therefore, this MoU witnesses and the Parties agree as under:


28/3/2022



28/3/22

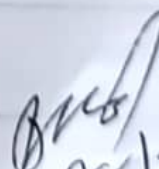
1. RESPONSIBILITIES/ROLE OF MDNIY

- 1.1 The MDNIY will provide financial assistance to engage the suitable Yoga Staff (2 Yoga Therapists & 2 Yoga Instructors) for the smooth running of Yoga Therapy & Training Centre in the Institute.
- 1.2 The MDNIY will oversee that the specified programmes of Yoga Therapy & Training will run smoothly without any hardship to the NISR/ Hospital.
- 1.3 MDNIY will arrange to provide suitable Yoga education and training programmes, syllabus, schedules of the courses, conduct examinations and evaluation.
- 1.4 MDNIY and NISR will make necessary arrangements for preparation of appropriate research work and to execute the same with the mutual consent of each other.
- 1.5 MDNIY and NISR will make necessary arrangements for publishing the research data in authenticated journals or wherever possible, in consultation with each other. Further, all relevant patents/ copyrights in the research programme and its findings would be in the name of the Principal Investigator, Co-investigators and the benefits of the above said patents/ copyrights would be held for the benefit and use of MDNIY and NISR, Ministry of AYUSH, Govt. of India. The final outcome and results of the project will be evaluated by an expert group comprising of members from both parties and who will give their recommendations and findings to the MDNIY, Ministry of AYUSH. This expert group shall be constituted by MDNIY.

2. RESPONSIBILITIES/ ROLE OF NISR

- 2.1 The NISR/ Hospital will provide the space for one consultation room (measuring approx. $10 \times 10 = 100$ sq. ft.), one Yoga Hall (measuring approx. $25 \times 30 = 750$ sq.ft.) and one staff room (measuring approx. $10 \times 10 = 100$ sq. ft.) and more if required for running the specified programmes effectively. The space shall be duly furnished for the purpose it is meant.
- 2.2 The NISR/ Hospital will arrange to refer the patients to the Centre. It will also provide the services of one General Duty Attendant.
- 2.3 The NISR/ Hospital will be responsible for the maintenance of the space provided by them for the Yoga Therapy & Training Centre including electrical fittings, furniture and fixtures and housekeeping as well as security. The water and electricity. The water and electricity charges shall also be borne by the NISR/ Hospital.
- 2.4 The NISR/ Hospital will do the necessary arrangements for the advertisement of the programme within and outside the Institute/ Hospital.


28/3/2022


28/3/2022

- 2.5 The NISR/ Hospital will provide the available infrastructure including lab facility and the technical manpower at their Hospitals for the conduct of any research work and for patients coming in the Yoga Therapy & Training Centre on terms and conditions mutually agreed by the both the parties.
- 2.6 The NISR/ Hospital will make necessary arrangements for referring the patients from various Departments for the Yoga Therapy & Training Centre. The patients can also visit the Centre directly.
- 2.7 NISR/ Hospital shall in consultation with MDNIY identify and choose the required number of subjects for and according to the research project programme/ scheme. NISR/ Hospital shall also make all suitable interim medical assessment of the candidates as when found necessary by it or as deemed fit by it.
- 2.8 NISR/ Hospital shall also make all arrangements for the testing of various parameters of the candidates as per protocol duly decided by both the parties in each research project.
- 2.9 NISR/ Hospital has to transfer all the data collected under the programme to the MDNIY at the end of each phase of the study for compilation, statistical evaluation and deriving results thereof.
- 2.10 NISR/ Hospital has to provide a minimum exclusive suitable space for the additional Staff, if any, may be recruited under the research project in case they happen to work in premises of NISR/ Hospital for recording parameters etc.

3. Article VI MODALITIES OF IMPLEMENTATION

- 3.1 There shall be a Monitoring Committee which will be constituted by comprising the members from the MDNIY and NISR/ Hospital. This Committee will be responsible for overall implementation, direction and monitoring of the proposed arrangement and programmes.
- 3.2 The Monitoring Committee would comprise of 6 (six) members 3 each from MDNIY and NISR / Hospital. The meetings will be chaired by Director, MDNIY.

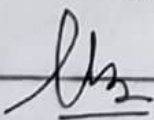
4. GENERAL

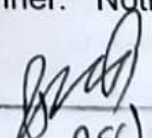
4.1 Effective date:

The effective date shall be the date of execution of this MOU. This MoU shall remain in force for a period of 5 years and may be extended for further period on the terms and conditions mutually agreed between the parties in writing.

4.2 Relationship between the Parties:

Nothing contained in this MoU shall create any relationship of partnership, agency, contractor, partners of such other relationship and neither party will have the right to bind the other Party in any manner. Notices and


28.3.2022


28/3/22³

correspondence in all matters under the memorandum shall be in writing to the addresses of registered office of each party at Delhi and under the Registered Post with A.D.

4.3 Rights and obligations:

Except for the provisions contained in Clause 1.5 of this MoU, this MoU is not intended to create any legally binding obligations on the Parties.

4.4 Termination:

MoU shall be terminated by either party after giving a notice of 30 days in writing. If either party violates the terms of MoU, or if the parties feel that no useful purpose would be served in further continuing it either due to change in circumstances or with some unexpected changes taking place in the constituting parties, or without assigning any reason. This MoU shall stand automatically terminated as and when the research work/ project completes.

4.5 Force Majeure:

Notwithstanding anything contained in this MoU, neither Party shall be liable to the other for any failure to perform or any delay in the performance of any of its obligations herein, where such failure or delay is caused by war, rebellion, civil disturbance, earthquake, fire, flood, strike, lockout, Labour unrest, acts of Government Instrumentalities, acts of public enemy acts of God, or such other causes as is beyond the reasonable control of the defaulting or delaying Party; Provided however that the Party who is unable to perform its obligations, or is delayed in performing any of its obligations for any reason mentioned in this Article, shall give prompt notice of the same to the other party. If the non-performance on account of Force Majeure event continues for a continuous period of 3 (three) months, this MoU may be terminated by mutual consent of the parties.

4.6 Assignment:

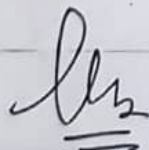
Neither Party shall assign any of the rights and/or obligations under this MoU to any third party without the prior written consent of the other Party.

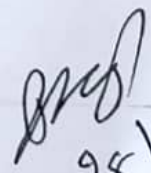
4.7 Amendments/modifications to the MoU:

The terms and provisions of this MoU cannot be altered or modified without mutual consent and being signed by both the parties.

4.8 Dispute resolution:

Any dispute or difference whatsoever rising between the parties out of or relating to the construction, meaning, scope, operation or effect of this MoU or the validity or the breach thereof shall be settled by the arbitration b Sole Arbitrator to be appointed by the Director of MDNIY and the award made in pursuance thereof shall be binding on the each parties. The venue of the arbitration proceeding shall be at New Delhi.

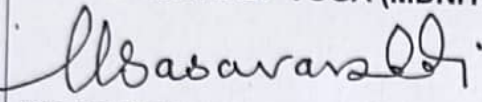
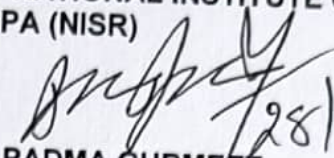

28.3.2022


28/3/2022
4

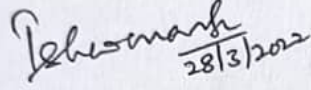
4.9 Jurisdiction:

All disputes arising from or under this MoU shall be subject to jurisdiction of appropriate forum/Courts in New Delhi only.

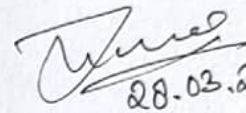
IN WITNESS WHEREOF, the Parties have executed and signed this MoU on the day and year hereinbefore stated.

<p>For MORARJI DESAI NATIONAL INSTITUTE OF YOGA (MDNIY)</p> <p></p> <p>DR. ISHWAR V. BASAVARADDI DIRECTOR</p> <p>28.3.2022</p>	<p>For NATIONAL INSTITUTE OF SOWA RIGPA (NISR)</p> <p></p> <p>DR. PADMA GURMEET DIRECTOR</p> <p>28/3/2022</p>
---	---

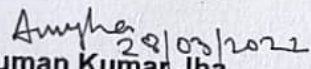
Witnesses:


28/3/2022

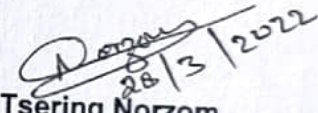
1. Dr. I.N. Acharya
Programme Officer (YT),
Morarji Desai National Institute of Yoga
68, Ashoka Road, New Delhi -110 001


28.03.2022

1. Dr. Rigzim Smanla
Asst. Professor (Sow Rigpa)
National Institute of Sowa Rigpa
Leh, Ladakh


28/03/2022

2. Sh. Anshuman Kumar Jha
Administrative Officer (I/C),
Morarji Desai National Institute of Yoga
68, Ashoka Road, New Delhi -110 001


28/3/2022

2. Dr. Tsering Norzom
Panchakarma Expert (SR)
National Institute of Sowa Rigpa
Leh, Ladakh