



MEMORANDUM OF UNDERSTANDING

BETWEEN

**MORARJI DESAI NATIONAL INSTITUTE OF YOGA
MINISTRY OF AYUSH
GOVERNMENT OF INDIA
NEW DELHI**

AND

CAREER POINT UNIVERSITY, HAMIRPUR, H.P.

Basavaraj

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MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding enter into on 16th day of November, 2022 at New Delhi.

BETWEEN

Morarji Desai National Institute of Yoga, a leading institute under Ministry of Ayush, Government of India, having its registered Office at 68, Ashok Road, Near Gole Dak Khana, New Delhi -110001. (Hereinafter referred to as “MDNIY”, which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **Dr. I. V. Basavaraddi, Director of the FIRST PARTY.**

And

Career Point University, Hamirpur (HP) is a State Private University established in the year 2012 by the Government of Himachal Pradesh vide act no. 12/2012 under section 2(f) of the UGC Act 1956. This university is NAAC accredited and recognized as band promising in Atal Ranking of Institutions Innovation Achievements (ARIIA 2021) by the Ministry of Education, Govt. of India. This University has collaborations with World Yoga Federation, New Zealand and Prem Sukh International Charitable Trust, New Delhi for promotion of yoga and traditional medicine besides 28 MoUs with state and central government institutes/organisations for research and academic exchange in the welfare of civil society and students. The University has also established a CPU-PSI Center for Traditional Medicine and Yoga for promotion of yoga and traditional medicine for human welfare under the Department of Ayurveda, Yoga and Naturopathy of this University. Presently this department is running D. Pharma (Ayurveda), B. Pharma (Ayurveda) and B.Sc. Yoga Science program/courses. Career Point University having its premises at Bhoranj, Hamirpur (Himachal Pradesh)- 176041, hereinafter referred to as “CPU”, which expression, unless otherwise provided, shall include its successors and assignees, through the Head of Institution **Dr. Sanjeev Kr. Sharma, Vice Chancellor of the SECOND PARTY.**

Both “MDNIY” and “CPU” shall individually be referred to as “Party” and collectively as “Parties”.

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Whereas

Morarji Desai National Institute of Yoga (MDNIY) is an autonomous organization under Ministry of AYUSH, Government of India. **Morarji Desai National Institute of Yoga**, Ministry of Ayush, Govt. of India is a focal institute for planning, training, promotion and coordination of Yoga education, training, therapy, research and developing protocols for disease prevention and health Promotion. MDNIY New Delhi, has been designated as a W.H.O-Collaborative Centre for Traditional Medicine (Yoga) from April, 2013 and serving as a Yoga resource centre for information exchange on Yoga within the country and for other countries, assisting and working with WHO in developing standards for promoting rational use of Yoga. MDNIY aims to promote deeper understanding of Yoga philosophy and practices based on classical Yoga amongst people. The main Vision and Mission of the Institute is "Health, Harmony and Happiness for all through Yoga". Yoga, as union, implies perfect harmony of body and mind. It implies the harmonious integration of personality. The most common benefit of Yoga practice is the sense of well being at all levels of our existence. MDNIY conducts Undergraduate, Diploma for graduates and Certificate courses of one month, three months and six months duration. MDNIY has its own OPD for therapeutic treatment through yoga. MDNIY also conducts certificate courses for special interest group such as Paramilitary Forces. Apart from these academic activities, MDNIY organize workshops, seminars, International Yoga Fest, to popularize, promote and educate Yoga to more peoples. MDNIY play a vital role in International Day Yoga to popularize, promote yoga among the people. The Institute is having an academic block for classes and practices, an outpatient facility where therapists, dietitian and medical officers offer consultancy services, a lab with physiological and biochemical testing and research facility.

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And whereas, both parties viz. Morarji Desai National Institute of Yoga, New Delhi, and Career Point University realize that in the current context, working together is important to promote Spiritual Psychology, Yoga Sciences, Traditional Medicine and Philosophy using facilities and expertise at both the organization. Therefore, both parties are agreeable to enter into a MoU for working and cooperating with each other and using their respective expertise, knowledge, resources and infrastructure.

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The strength of Yoga for health promotion, disease prevention and management of lifestyle related disorders is very well accepted globally. It offers solution in a very cost effective manner. Besides doctors, common public if they are aware of it and trained institutionally in a proper way will decrease the cost of health care and improve their physical and mental productivity

Article I: Principle of Cooperation

MDNIY, New Delhi and CPU, Hamirpur (HP) agree to develop their academic links especially in the fields of Health Care, Physical, Psychological Well being, Diet & Nutrition, Life Sciences and Social Sciences under the principles of mutual understanding, common interest and mutually complementary other activities:

- i) To promote inter disciplinary academic activities, certificate courses, diplomas, skill development etc.
- ii) To promote institutional and individual contacts among scholars, students and personnel of both the institutions.
- iii) To provide opportunities for both faculty, scientists, staff and students to make optimal use of the expertise and facilities available in both the organizations through training of faculty/students/staff and through exchange of thoughts and ideas by brainstorming sessions/ workshops/ seminars/ conferences and meetings etc.
- iv) To initiate interdisciplinary researches in Yoga, Psychology, Physiology, Genetics etc.
- v) To work jointly for the common research interest at national and international levels. This includes preparation of proposals and their implementation as per the National Health Priorities.
- vi) To support the exchange of academic, research and training material.
- vii) To share experiences, expertise and best practices concerning institutional administration and management.
- viii) To encourage any other activities that both the institutions agreed upon for mutual benefits.

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- ix) To promote institutional and individual contacts among scholars, students and personnel of both the institutions.
- x) To provide opportunities for both faculty, scientists, staff and students to make optimal use of the expertise and facilities available in both the organizations through training of faculty/students/staff and through exchange of thoughts and ideas by brainstorming sessions/ workshops/ seminars/ conferences and meetings etc.
- xi) To depute Yoga Instructors for the CPU-PSI Center for Traditional Medicine and Yoga under the Department of Ayurveda, Yoga and Naturopathy of CPU. The University will provide the remuneration/honorarium etc. to the Yoga Instructors as per the approved rates of Govt. of India/ MDNIY.
- xii) MDNIY will provide technical support to run the Yoga training and therapy programs at Career Point University, Hamirpur.

Article-II Financial Obligation

1. Financial implication for engagement of manpower or research staff and faculty shall be decided mutually on sharing basis. This would be subject to financial approval by the competent authority if any required.
2. The fees to be charged to conduct any courses under the centre and engagement of manpower shall be decided mutually.

Article- III Durations and Termination of the MoU:

1. This MoU is effective as of the date of signatures by the Authorities of MDNIY and Career Point University.
2. This MoU is valid from the Date of execution by the Parties and shall remain in effect initially for FIVE YEARS, and thereafter can be renewed.
3. This MoU may be amended at any time by written mutual consent.
4. This MoU may be terminated by either party by the provision of written notice of termination not less than three (3) months prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of termination.

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5. The termination of this MoU shall not affect the rights or obligations of either party regarding any binding offer or firm obligation approved and agreed to either party prior to the termination date.
6. In event of any dispute/s arising between the parties hereto, it shall be endeavour of both the parties to first make an attempt to resolve the dispute amicably by mutual discussion and deliberation, failing which the dispute shall be referred to Arbitration. The Arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996 and amendments thereto. The Arbitral Tribunal shall consist of Arbitrator(s), to be appointed mutually by both the parties. The Jurisdiction of Arbitration shall be New Delhi. The language of Arbitration shall be English. The Award of the Tribunal shall be final and binding on the both parties.

Article IV- Miscellaneous

i) Amendments/Modifications of the MOU:

1. The terms and provisions of this cannot be altered and modified without mutual consent and being signed by both the parties.
2. If any provision of this Memorandum is held by any court or other competent authority to be illegal, void or enforceable in whole or in part, this Memorandum shall continue to be valid as to the other provisions therefore and the remainder of the effected provision.
3. Nothing in this MoU constitutes or to be construed a party as the partner, agent employee or representative of the other party. A party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.
4. The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.

ii) Dispute resolution: Any dispute or difference whatsoever arising between the parties out of or relating to the meaning, scope operation or effect of this MoU or the validity or the breach thereof shall be settled by the arbitration by Sole Arbitrator to be appointed by the




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Director of MDNIY and the award made in pursuance thereof shall be binding on each parties. The venue of the arbitration proceeding shall be at New Delhi.

iii) **Jurisdiction:** All disputes arising from or under this MoU shall be subjected to the jurisdiction of appropriate forum/courts in New Delhi only.

SIGNED AND DELIVERED
BY THE WITH NAMED

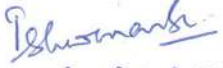


(Dr. I. V. Basavaraddi) 16.11.2022
Director, MDNIY, New Delhi

SIGNED AND DELIVERED
BY THE WITH NAMED


(Dr. Sanjeev Kr. Sharma)
Vice Chancellor, CPU, Hamirpur



PARTY OF THE FIRST PART

In the presence of:

1. 
(Dr. E.N. ACHARYA)
Programme officer (HT), MDNIY
2. 
(Dr. Vandana Singh)
Assistant Prof., Hindi)

PARTY OF THE SECOND PART

In the presence of:

1. 
Dr. Ravi Ashwini (Sanskriti Yog Guru)
Advisor, CPU Hamirpur
H.P.
2. 
Mrs. Kuntal Kaur
Adjunct Faculty, CPU Hamirpur
H.P.