

MEMORANDUM OF UNDERSTANDING (MOU)

This “**Memorandum of Understanding**” (Here-in-after referred to as “**MOU**”) is made and entered into this the 10th Day of September, 2018 (Here-in-after referred to as the “**Effective Date**”) at Bengaluru, Karnataka.

**By
&
Between**

Instituted in 1986, Karuna Trust, located at #686, 16th Main, 4th T Block, Jayanagar, Bengaluru-560041; karunatruster@gmail.com; 080 22447612 is a public charitable trust affiliated with Vivekananda Girijana Kalyana Kendra an Integrated Tribal Development Project located in B R Hills {Here-in-after for the sake of brevity referred to as “**KT**”, which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, Dr H Sudarshan, Founder and Secretary, KT of the **FIRST PART**.

AND

Indian Yoga Association is a registered society, Registered Under the Society Registration Act of 1860 bearing Registration No: SI/63761/2008 , Dated on 31st October, 2008 with its office at 2nd Floor, Plot No-38, Pocket B-3, Sector-17, Dwaraka, Delhi 110078 {Here-in-after for the sake of brevity referred to as “**IYA**”, which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory Smt Kamlesh Barwal, Secretary General, IYA, Delhi, of the **SECOND PART**.

HERE-IN-AFTER, individually referred to as the “**Party**” and collectively referred to as the “**Parties**”

WHEREAS, Karuna Trust began as a response to the high prevalence of Leprosy in Yelandur Taluk, Chamaraajanagar district. Over the years, the Trust has expanded its scope of work to Health, Education, Livelihoods and Advocacy areas. Karuna Trust believes in providing need based, people oriented and culturally acceptable methods using appropriate technology with minimum cost to the community has:

Vision is for a society in which we strive to provide an equitable and integrated model of health care, education and livelihoods by empowering marginalized people to be self-reliant.

Mission is to develop a dedicated service minded team that enables holistic development of marginalized people, through innovative, replicable models with a passion for excellence.

WHEREAS, IYA is a maiden attempt to unite all yoga paramparas in a common cause. Indian Yoga Association is committed to promotion and advancement of Yoga and its applications around the world and industry-cum-self-regulatory body to facilitate activities of member institutions. i.e.

1. Maintaining and promoting the different Indian Yoga traditions.

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2. To provide extensive research facilities for carrying out fundamental and clinical research in the discipline of Yoga and its applications keeping in view the socio-economic needs of all sections of the society.
3. To hold Conferences, Seminars, Workshops, Camps and Public meetings to propagate information and knowledge of Yoga, its various techniques and practice in various parts of India as well as abroad
4. To conduct workshops, seminars around the world through its lifetime members
5. Accreditation and affiliation of Yoga Institutions including Prescribing of basic requirements for affiliation of Yoga Institutions
6. To bring certain amount of self-discipline in the operations of the Yoga Institutions
7. To conduct experiments and research on emerging trends in Yoga
8. To develop techniques and approaches based on the Ancient Yoga Texts and Granthas of Yoga to meet the challenges of the modern era.
9. To prescribe different courses for imparting Yoga education, training, therapy and research

AND WHEREAS, KT and IYA agree to work together as collaborative industry partners for Yoga including the following areas:

- a. Provide Yoga Education
 - b. Provide Yoga Therapy in Primary Healthcare Centers
 - c. Provide Yoga Training
 - d. Yoga Skilling Programs
 - e. Yoga Tourism
- and any other yoga-related activities;

Purpose of this MOU:

- a. Generation of opportunity to serve the social cause
- b. All IYA members can volunteer to teach, treat and / or educate people in rural and tribal areas of India
- c. Such volunteers will be provided free food and accommodation
- d. Such volunteers can find an ideal environment for deep yoga sadhana
- e. Such volunteers will also be given an opportunity to serve in the headquarters of Vivekananda Girijana Kalyana Kendra in the hill station just off jungles of BR Hills

NOW THEREFORE, IN VIEW OF THE FOREGOING PREMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER:

1) RESPONSIBILITIES OF KT:

- a. KT agrees to make IYA its 'Yoga Partners'.

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- b. KT agrees to provide accommodation and food in PHCs where such facilities are available to IYA yoga instructors, teachers and therapists
- c. KT agrees to use its resources to facilitate yoga in all its centers
- d. KT agrees to share any revenues generated through activities where IYA is a partner on a mutually agreed upon basis.

2) RESPONSIBILITIES OF IYA:

- a. IYA agrees to provide all Yoga knowledge base and expertise for integration of yoga as per requirements of KT as per terms mutually decided by both parties
- b. IYA will send its members by rotation to all KT Centers

3) MUTUAL COVENANTS

- a. Both IYA and KT agree to work on different projects aligned to this MOU by entering into project-specific agreements


4) JOINT IMPLEMENTATION & CO – ORDINATION COMMITTEE:

- i. To identify and implement specific activities as also to effectively implement this MOU, a Joint Implementation & Co – ordination Committee for strategic partnership (Here-in-after referred to as “JICC”) will be constituted with each party designating THREE members from respective parties with at least ONE member on each side having relevant decision making authority or so delegated by the Secretary General, KT, Delhi and the Secretary General, IYA, Delhi. The JICC will be constituted within one month from the date of signing of this MOU. The members can be changed at the discretion of the nominating Party;
- ii. The JICC shall also examine further areas of cooperation between KT & IYA. JICC will prepare separate secondary MOUs (Only if so required). JICC will also outline the approach to leverage any further activities which is in line with this MOU and provisions thereof. The recommendations of the JICC on any matter referred to it under this MOU will be placed before the appropriate Competent Bodies for approval;

- iii. The JICC shall be responsible for the overall Administration, Monitoring and Implementation of the programmes under this MOU. The JICC will define metrics for implementation success and monitor the same periodically during the term of this MOU. The JICC will have the powers to recommend any decisions related to this MOU which shall be subject to the approval of the Competent Bodies;
- iv. An MOU Implementation & Co-ordination Officer (Here-in-after referred to as the "Co-ordinator") on both sides will be appointed to oversee the implementation of this MOU;
- v. The JICC will approve all activities under this MOU;
- vi. JICC may constitute an Expert Committee to ensure quality standards and observance of rules as maybe required for activities to be taken up through this MOU;
- vii. JICC will be responsible for outlining and implementing a comprehensive user communication plan;
- viii. JICC will be responsible for driving external visibility of this partnership through and not limited to, a launch event and Joint KT – IYA Press Release (If required subject to the required clearance from the Competent Authority from the both sides);and
- ix. JICC will be responsible for the coordination amongst the respective Statutory Bodies of the parties for implementation of the broad objectives of the MOU.

5) EFFECTIVE DATE, DURATION & TERMINATION:

- i. The present MOU shall commence from the date of its execution (Here-in-after referred to as the "EFFECTIVE DATE") and shall be valid for a period of Three (03) years and it shall be subject to further renewal for a period each of Two (02) years on mutually agreed terms & conditions to be agreed in writing and to be duly signed and executed by the Authorized Signatories of the either sides;

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- ii. In the event of violation of any of the provisions specified in various Clauses of this MOU that leads to a conflict and which may affect the objectives of this MOU at any time during the MOU period, either party may terminate this MOU by giving an advance notice in writing of Two (02) Months, delivered by Registered Post to the Registered Office of the other party. The termination of this MOU however, will not in anyway affect the validity and completion of any activities undertaken in terms of this MOU prior to the date of termination and such activities will be carried out until due discharge by performance, unless otherwise specified. Nevertheless, neither party shall be liable for performance delays or for non-performance due to force majeure or causes beyond its reasonable control, except for payment obligations;

6) FORCE MAJEURE:

- i. Neither party will be liable for the delay or failure in performing obligations if the failure results from circumstances beyond its reasonable control (Such circumstances here-in-after referred to as “Force Majeure”), including but not limited to acts of God, war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the MOU, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MOU. From the date of the notification, regarding Force Majeure the MOU may be closed with the mutual consent of the Parties on “As is where is basis” or suspend the performance of the MOU for a period not exceeding 2 months;
- ii. If at the expiry of the period of suspension, the reasons for suspension still remain / stand valid, IYA and KT shall treat the MOU as terminated;
- iii. On resumption of good relations / normal conditions, the Parties to this MOU shall consult each other and evolve a new MOU for IYA and KT future relations between them;

7) AMENDMENT OF THE MOU:

The obligations of KT and IYA have been outlined in this MOU. However during the operation of the MOU, circumstances may arise which may call for alterations or modifications of this MOU. These modifications / alterations will be mutually discussed and endorsed in the form of an “Appendix or Addendum to the MOU”. These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective duly authorized representatives of each of the Parties hereto.

8) INDEMNITY CLAUSE:

- i. KT & IYA, both have agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against each other, arising out of and as a result of any callous, negligent, deficient action or omission by any employee of KT or IYA, and has undertaken to keep each other (i. e., KT or IYA) indemnified against all losses and damages suffered including expenses incurred by them while defending the claim (Inclusive of Legal Expenses) in City, or any other court as a result of any such claim, demands, proceedings, prosecutions or actions. The Parties have agreed that this provision shall survive termination of the MOU;
- ii. KT & IYA, shall indemnify, protect and save each other against all claims, losses, costs, damages, expenses, legal suits and other proceedings, resulting from failure or mal-functioning of the delivery of academic programmes resulting from infringement of any patent, trademarks, copyrights, etc. or other statutory infringement;
- iii. KT shall be responsible for handling any legal issues arising out of administrative and operational aspects while IYA shall be responsible for content and technical aspects of the program.

9) NO PARTNERSHIP:

Nothing in this MOU shall be deemed to constitute or create an association trust, partnership or a joint venture between the parties nor constitute any Party the agent of any other Party for any purpose.

10) DISPUTE RESOLUTION:

Court(s) at Delhi / New Delhi only will have jurisdiction to adjudicate upon the matter / dispute.

11) PUBLICITY:

Any publicity by either party will be done with a mutual consent from the other party

12) PROFESSIONAL PRACTICE:

Both parties shall adhere to professional academic and consulting standards and shall observe sound academic, management and technical practices. Both parties shall

always act in respect of any matter relating to this MOU, as faithful advisors to each other and shall, at all times, support and safeguard the legitimate interests of one another in any dealings with the third party.

13) MATTERS NOT PROVIDED HERE-IN:

If any doubt arises as to the interpretation of the provisions of this MOU or as to matters not provided therein, the parties to this MOU shall consult with each other for each instance and resolve such doubts in good faith;

14) INTELLECTUAL PROPERTY RIGHTS:

- i. All the intellectual property rights for existing and new materials shall be held by the respective parties who have developed it. Both the sides shall respectively hold intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of execution of this MOU, based on the extent of their contributions. For instance, KT shall hold all IPR Rights with regard to products, or documents and other materials only on its contributed part and the same shall be applicable in the case of IYA. At KT's request, IYA shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to KT in compliance with the requirements of applicable law. This provision shall survive the expiration of this Memorandum;
- ii. If any program / course is jointly developed than the copyrights and other intellectual property rights shall be considered at the appropriate time, to be mutually decided between the parties;
- iii. None of the parties shall use, register or attempt to register any of the intellectual property rights which vests in the other party, without the prior written permission of such party. Any use of the intellectual property right of one party in course of achieving the objectives shall not be deemed to vest the ownership of intellectual property rights in the other party. Any unauthorized attempt to use, register or attempt to register any of the intellectual property rights of a Party without express permission of the other party shall constitute an act of infringement of the intellectual property rights of the said Party;

15) GOVERNING LAW (S) AND JURISDICTION:

The MOU shall be governed and interpreted by, and construed in accordance with the substantive laws of India. All disputes, differences, claims and demands arising under or pursuant to or touching upon this MOU shall be subject to the jurisdiction of Courts of Delhi / New Delhi.

16) INTERPRETATION:

This MOU has been executed in English and the English language that be the controlling language for interpretation thereof. No other translation, if any, of this MOU into other languages shall be of any force or effect in the interpretation of this MOU or in determination of the intent of either of the Parties hereto.

17) REPRESENTATION AND WARRENTIES:

KT and IYA hereby represent and warrant to each other:

- i. It has the power and authority to sign this MOU, perform and comply with its duties and obligations under this MOU;
- ii. This MOU constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- iii. The execution, delivery and performance of this MOU have been duly authorized by all requisite actions and will not constitute a violation of;
- iv. Any statute, judgement, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions; or
- v. Any other documents or to the best of its knowledge any indenture, contract or MOU to which it is a party or by which it may be bound;
- vi. There are no suits or proceedings pending to the best of knowledge threatened against it before any court, government instrumentality or arbitration tribunal that restrain it from performing its duties and obligations under this MOU; and
- vii. That no representation or warranty made herein contains any untrue statement.

18) SEVERABILITY:

Any law restraining the validity and enforceability of any provision of this MOU shall not affect the validity or enforceability of the remaining provisions hereof and this



MOU shall be deemed as not containing the invalid provisions. The remaining provisions of this MOU shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining MOU. In such a case, the Parties to this MOU shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

19) FURTHER ACTS AND ASSURANCES:

Each of the Parties agrees to execute and deliver all such further instruments to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MOU and to consummate the transactions contemplated hereby.

20) NOTICES:

Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (With postage prepaid) to the address specified below or to such address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:

- (i). The Secretary,
Karuna Trust (KT),
#686, 16th Main,
4th T Block, Jayanagar,
Bengaluru-560041
- (ii). Secretary General,
Indian Yoga Association (IYA),
2nd Floor, Plot No-38, Pocket B-3, Sector-17,
Dwarka, Delhi 110078

Or to such other address, fax number or e-mail address as either party may from time to time notify the other in relation to this section. Any notice or communication made by personal delivery or by courier will be conclusively deemed to have been given on the day of actual delivery or, if made or given by fax or e-mail on the first business day following the transmittal of.

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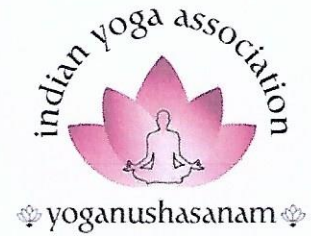
21) RESIDUAL CLAUSE:

If any doubt arises as to the interpretation of the provisions of this MOU or as to the matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubt in good faith failing which it shall be submitted to arbitration. This MOU is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument.

22) CONFIDENTIALITY:

- i. Each party shall not disclose to any Third Party any information related to strategies, methodologies, operational information and other confidential information related to each other's plans, projections etc. to any Third Party under any circumstances whatsoever, except with prior written approval of the other Party. This confidentiality obligation shall survive for a period of 24 months after the termination of this MOU. Should such information be required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction, of any Court, authority, tribunal or forum, government or regulatory body to whose supervisory authority the receiving Party is subject; provided that, in any such event, the disclosing Party shall give to the other Party notice in writing as soon as practicable of any disclosure, and the receiving Party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment;
- ii. "Confidentiality" is defined as information that is closely held and is not already in the public domain or subsequently disclosed or brought into either party's domain by any of either party's staff currently employed or who has left;
- iii. The Parties shall keep confidential and shall not use for any other purpose, each other's information save and except such as is required by the law to be disclosed / divulged. The Parties shall take all reasonable steps to minimize the risk of disclosure of confidential information, by ensuring that only their employees and agents and those whose duties will require them to possess any off such information shall have access thereto, and that Parties shall ensure that such employees and agents and other personnel shall treat the same as confidential.

This MOU is signed on the date appended herein at Mathura, Uttar Pradesh.



IN WITNESS WHEREOF, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized signatories on this the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

<p>For and on behalf of KT:</p> <p><i>HSH</i></p> <p>Dr H Sudarshan, KT</p> <p>Dated:</p> <p>Place:</p> <p>In the presence of: (Representatives from KT, Bengaluru)</p> <p>(1). Name _____</p> <p>Address _____</p> <p>(2). Name _____</p> <p>Address _____</p>	<p>For and on behalf of the IYA:</p> <p><i>Kamlesh</i></p> <p>Smt. Kamlesh Barwal, Secretary General, IYA</p> <p>Dated:</p> <p>Place:</p> <p>In the presence of: (Representatives from IYA, Delhi).</p> <p>(1). Name _____</p> <p>Address _____</p> <p>(2). Name _____</p> <p>Address _____</p>
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