



# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN**

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

AND

**AMITY UNIVERSITIES & INSTITUTIONS** 

Gyot Jam

Amity University Madhya Pradesh Gwalior





This MOU is made on this 5<sup>th</sup> day of June 2018 (Effective Date)

### 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 as FIRST PARTY.

### AND

Amity Universities & Institutions, promoted and sponsored by Ritnand Balved Education Foundation, established in 1986, is one of India's leading education, development and philanthropy, foundations comprising Universities, Higher Education Institutions, Schools, Pre-schools, Forums, Academies and Centres of Research & Excellence. Situated at Sector-125, Noida-201313, U.P. (hereinafter referred to as "AUUP", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **Dr. W. Selvamurthy, President, Amity Science, Technology and Innovation Foundation, Amity University as SECOND PARTY** 

"MDNIY" and "AUUP" are referred to collectively as 'PARTIES' and individually as 'PARTY' as the context may require.

### Whereas

Morarji Desai National Institute of Yoga, Morarji Desai National Institute of Yoga (MDNIY) is an autonomous organization under Ministry of AYUSH, Government of India. MDNIY is a focal Institute for Planning, Training, Promotion and Coordination of Yoga Education, Training, Therapy and Research in all its aspects. Morarji Desai National Institute of Yoga (MDNIY), New Delhi, has been designated as a WHO-CC 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, Post graduate, Diploma





and Certificate courses. Along with these MDNIY also conducts Foundation courses at MDNIY campus as well as SAI stadium. 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 Yoga Day to popularize, promote yoga among the people.

### Whereas

Amity University is the part of leading education group of India with over 1, 20,000 students studying across 1000 acres of hi-tech campus. It is recognized by University Grants Commission (UGC) and is accredited by NAAC (National Accreditation and Assessment Council) with grade A in 2012. Amity University Uttar Pradesh (AUUP), Noida is one among the many reputed Educational & Research Institutions sponsored by Ritnand Balved Education Foundation (RBEF) and established under UP State Act No. 11 of 2005 and recognized by UGC under Section 2F of UGC Act of 1956. AUUP is a leading research and innovation driven university. Amity Universe encompassing all Amity Universities was established with the aim of helping India become a global leader in the field of Science & Technology undertakes research on Applied Sciences; Behaviuor Sciences, Bioenergy; Bioinformatics; Bioscience & Biotechnology; Engineering (Aerospace, Computer Science, Electronics & Communication, Instrumentation, Mechanical & Automation); Forensic Science; Forestry, Energy and Environment; Geosciences & Global Warming; Microbial Technology; Pharmacy; Physiotherapy; High Vacuum Technology; Indian Heritage Crops and their products like Neem, Haldi, etc; Nanotechnology; Organic Agriculture; Psychology and Neuro-Sciences Research; Telecommunication; Other areas at the frontiers of Science; Engineering and Technology.

Amity Institute of Psychology and Sciences, (AIPS), under the aegis of Amity University Uttar Pradesh, Noida, a leading institute in the field of Psychology education, training and research with focus of 3 'P's.( Prevention of mental health issues, Promotion of Positive Mental Health).

And whereas, both parties viz. Morarji Desai National Institute of Yoga, New Delhi, and Amity University realize that in the current context, working together is important to promote Spiritual Psychology, Yoga Sciences 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.





### **Article I: Principle of Cooperation**

MDNIY, New Delhi and Amity University, Uttar Pradesh, 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:

- 1. To establish Amity Centre for Yoga Education, Therapy and Research under the aegis of MDNIY in the premises of AUUP, Noida, with coordinating institute, Amity Institute of Psychology and Allied Sciences, AUUP, Noida
- 2. To promote inter disciplinary academic activities certificate courses, diplomas, skill development etc.
- 3. To promote institutional and individual contacts among scholars, students and personnel of both the institutions.
- 4. 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 brain storming sessions/ workshops/ seminars/ conferences and meetings etc.
- 5. To initiate interdisciplinary researches and Ph.D. in Yoga, Psychology, Physiology, Genetics etc.
- 6. 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.
- 7. To support the exchange of academic, research and training material.
- 8. To share experiences, expertise and best practices concerning institutional administration and management.
- 9. To encourage any other activities that both the institutions agreed upon for mutual benefits.

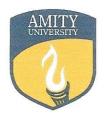
### **Article II: Areas of Cooperation**

1. Scientists/ Staff working in MDNIY or using MDNIY facilities may be enrolled as full time scholars for Ph.D. programs to be awarded by Amity University. The thesis supervisor will be a regular faculty of Amity University / Institutes according to the UGC norms whereas co-supervisor may be from MDNIY as per recommendations and approval of Research Advisory Committee (SRC/DRC).





- 2. Research projects on thrust areas like stress reduction by Yoga, cope up with depression by Yoga, prevent anxiety by Yoga, performance enhancement following Yoga, and others related to psychology, physiology and allied sciences can be initiated by the proposed study cum research Centre with MDNIY scientist may be one of the principal investigator and one co-investigator from each institute, i.e. one from AMITY University or Institute and other from MDNIY. Both organization design shall be jointly prepared any research project and submitted it to various funding agencies of Govt. of India and Abroad.
- 3. Director MDNIY and eligible faculty members may be recognized as research guide as per university and UGC norms and vice versa.
- 4. Ph.D. students working at Amity University may carry out a part of their research work in MDNIY institutes/centers and vice-versa depending upon requirements.
- 5. Students of Post-Graduation, M.Phil. Or Ph.D. from Amity University may undertake their thesis work in MDNIY / Proposed study cum research centers. Guides will be from Amity University and Co-Guides may be from MDNIY and vice versa as per recommendations and approval of Research Advisory Committee (SRC/DRC).
- 6. Award of Academic/Research degree will be governed by UGC norms and regulations and AUUP's Act, Statutes, Regulations and Guidelines.
- 7. MDNIY students / staff and full time scholar working on study cum research center will be allowed to avail a fee concession equivalent to the concession offered to other institutes/labs having MoU with Amity University.
- 8. Scientists and Faculty of Amity University may deliver lectures in areas of their specialization to students of MDNIY as Visiting Faculty and vice-versa on days and timings pre-arranged on mutual consent. Only TA/ Convenience and local hospitality shall be provided by the organizing Institute.
- 9. MDNIY / Study cum research centers will provide regular short term project training to the students of Amity University in their areas of specialization and vice versa.
- 10. MDNIY graduates and postgraduates may visit the research Centre in the Amity University for Scientific Research Trainings and demonstrations.





### **Article III: Financial Obligation**

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

### Article IV: Duration and Termination of the MoU

- 1. This MoU is effective as of the date of signatures by the Authorities of MDNIY and Amity 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.
- 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, falling 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 V: Miscellaneous

- 1. 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.
- 2. 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.
- 3. The parties agree to comply with all laws applicable within the jurisdiction of the signatories below.
- 4. Data generated through such collaborative research will be published in scientific journals jointly.
- 5. Any IPR generated by collaborative research will be shared jointly.

IN WITNESS Whereof the parties hereto have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

SIGNED AND DELIVERED

BY THE WITH NAMED

(Dr. W Selvamurthy)

President

SIGNED AND DELIVERED

BY THE WITH NAMED

(Dr. I V. Basavaraddi)

Director

PARTY OF THE FIRST PART

In the presence of:

AAI Coo

2

65/08/18 Rito Kuman -5.6.18. PARTY OF THE SECOND PART

In the presence of:

1.

2.

6 of 6