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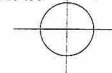
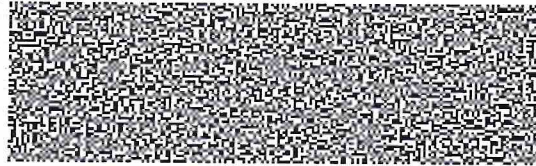
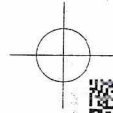
INDIA NON JUDICIAL

Government of Karnataka

Pa. 30

e-Stamp

Certificate No. : IN-KA17195484023250V
Certificate Issued Date : 05-Jul-2023 03:57 PM
Account Reference : NONACC (BK)/ kakscub08/ TUMKUR1/ KA-TU
Unique Doc. Reference : SUBIN-KAKAKSCUB0812074827946653V
Purchased by : SECRETARY KASCC IYA
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : REGISTRAR TUMKUR UNIVERSITY
Second Party : SECRETARY KASCC IYA
Stamp Duty Paid By : SECRETARY KASCC IYA
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ["MOA"] is entered on this the 5th day of July, 2023 BY and BETWEEN:

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shellestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WHEREAS Tumkur University (TU), established in the year 2004, has gained significance as one of the young universities in the country and has been recognized as an institution of higher learning on par with high profile national institutions. It is a State University, established to cater to the educational needs of Tumakuru district where the majority of students hail from the rural background.

AND

WHEREAS 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 4th Floor, Plot No-38, Pocket B-3, Sector-17, Dwaraka-78, New Delhi through its Karnataka State Chapter, KASSC, IYA.

In this MOU, Tumkur University will be referred to as "TU" and Karnataka State Chapter of Indian Yoga Association will be referred to as "KASSC, IYA". Both will be collectively referred to as "Parties".

WHEREAS since its inception, TU has been witnessing tremendous growth in the development of its academic profile and infrastructural facilities. Within a short span of thirteen years, the University has been successful in being recognized as an Institute of National Eminence by the UGC, besides being recognized under section 12 (B) of the UGC Act 1956 and also successfully gaining 'B+' grade by the NAAC accreditation.

Vision:

"TO CREATE A GENERATION OF HUMAN RESOURCES TO SUCCESSFULLY MEET THE GLOBAL CHALLENGES"

Mission:

- To transform guiding vision into action plan through a band of community of teachers who are professionally competent and conscientiously upright.
- To promote high quality of research for sustainable development of a society.
- To bridge the gap between academic knowledge and professional skill.
- To create adequate academic and physical infrastructure for high level performance.
- To promote and develop outreach and extension activities for disadvantaged groups of society.
- To introduce reformatory and innovative measures for balanced development.
- To build institutional networking for knowledge sharing.
- To initiate action to utilize the information and communication technology system.
- To institutionalize good governance with proper accountability, transparency and collective participation.
- To create adequate students support services for effective prosecution of their studies.
- To promote and develop vocational education, career and life skill development.

WHEREAS Indian Yoga Association (IYA) Indian Yoga Association – A self-regulatory Body of Yoga Organizations. 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 Registered address: 68, Ashoka Road, New Delhi – 110001, India

IYA is a 80G 12A organisation under Income Tax Act, 1961 section 12AA read with section 12A and 80G(5)(vi). This would entitle all donations to IYA 50% tax exemption on taxable income.

Pujya Gurudev Sri Sri Ravishankar is the Chairman of the Governing Council and Maa Dr. Hansaji Yogendra is the President. Founded under the legendary Yogi Padma Vibhushan Late Dr BKS Iyengar ji, 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.

Aims and Objectives of Indian Yoga Association are:

- Promotion and advancement of Yoga and its applications.
- Maintaining and promoting the different Indian Yoga traditions.
- 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.
- 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.
- Accreditation and affiliation of Yoga Institutions including Prescribing of basic requirements for affiliation of Yoga Institutions.
- To bring certain amount of self-discipline in the operations of the Yoga Institutions
- To conduct experiments and research on emerging trends in Yoga.
- To develop techniques and approaches based on the Ancient Yoga Texts and Granthas of Yoga to meet the challenges of the modern era.
- Development and dissemination of new approaches to the practice, teaching and research of yoga.
- To prescribe different courses for imparting education and training in Yoga; to prescribe syllabus and curriculum for various Yoga education, therapy and training courses and programmes; also to prescribe guidelines to carry out research in Yoga and its applications at various levels.
- Indian Yoga Association is committed to promotion and advancement of Yoga and its applications around the world. IYA is also NSDC accredited organization

Some of the initiatives of Indian Yoga Association are:

- Creation of various certification courses like:
 - Foundation Course in Yoga
 - Certificate Course / Advanced certificate course in Yoga
 - Certificate Course / Advanced Certificate in Yoga Therapy
 - Corporate Yoga Courses
- Creation of framework for recognition of prior learning (RPL) of past students of institutional members of IYA
- Continuing Education for Yoga Professionals (CEYP)
- Accreditation with:
 - NSDC as Training provider
 - HSSC for Skill Training Job roles such as:
 - Yoga Instructor

- Yoga Therapy Assistant
- Assistant Yoga Instructor
- Partnering with:
 - Ministry of Social Justice and Empowerment through NISD for creation of Yoga Modules for Old age, Drug De-addiction and Rehabilitation
 - NIOS for creation of Yoga programmes for Open Schooling
 - Government of India's Mint to create its own Medallions as part of its memorabilia
 - Indian Exposition Mart Limited to conduct World Assembly of Ayurveda, Yoga and Naturopathy, AYURYOG and other events
- Publishing:
 - Yogavani – the monthly organ of IYA
 - Publishing text books to meet the requirements and standards of NCERT, NIOS and UGC
- PrCB: IYA has created an independent autonomous entity IYA-PrCB approved under the Scheme for Voluntary Certification of Yoga Professionals owned by the Yoga Certification Board

WHEREAS TU has indicated its intent to set up a Department of Yoga within the University at an appropriate time as decided by the Management of TU

WHEREAS TU has also indicated that while the setting up of a Department of Yoga is the medium term goal, TU wants to incorporate Yoga as part of the curriculum as early as possible and provide opportunities to the students of TU to learn Yoga

And

WHEREAS TU has expressed a keen desire to obtain expert services of KASSC, IYA to achieve these objectives

AND WHEREAS

KASSC, IYA has also expressed a keen desire to collaborate with TU to achieve these objectives

WHEREAS the Parties have agreed to execute this MOA to record the terms and conditions governing the way the parties shall work together

NOW, THEREFORE, in consideration of the promises and mutual agreements and covenants contained in this MOA, each Party agrees to the following:

1. TERM

This MOA shall become effective from 5th July 2023 and shall continue to be in effect for a term of FIVE YEARS ("Term")

This MOA may be extended, in writing, by the Parties and unless such extension in writing is made by the Parties, the MOA shall stand terminated upon expiry of the Term.

2. SCOPE OF WORK

TU covenants to:

1. Become an Associate Centre of IYA
2. To start various programmes including, but not limited to, certificate, degree, post graduation and Ph.D)
3. To start a Department of Yoga
4. To acknowledge IYA as Knowledge partner in its website and other relevant communication channels

KASSC, IYA covenants to:

1. To become the knowledge partner of TU in these endeavours by providing:
 - a. Course curriculum and framework for development of the courses
 - b. Expert resources to the Board of Studies of the Department of Yoga that will be set up by TU to help building and executing these programmes
 - c. Yoga professionals to conduct both the theoretical and practical courses as well as help in conducting examinations and evaluations
 - d. Help to TU to build its own talent pool of Yoga teachers and Yoga professionals within the University
 - e. Aid in developing research design and protocol to enable senior researches in TU build on the existing base of Yoga knowledge and develop new paradigms along with inter-disciplinary research

Mutual covenants:

- a. To jointly organise Yoga events
- b. To jointly submit research proposals to various funding bodies
- c. Depute a Single Point of Contact (SPOC) and relevant teams for the smooth execution of the objectives of the MOA
- d. To execute any other activity (not covered in the MOA) by documenting the scope via an addendum to this MOA

3. INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS

Neither Party shall use the trademarks, brand names, logos, copyrights, or any other intellectual property rights belonging to the other Party for any reason whatsoever without the prior written consent of the other Party. However, Name of Organization is allowed to use the Logo of TU for all the courses for which this MOA is entered for the purpose of Subject to the terms and conditions of this MOA, the Parties agree that the Intellectual Property rights created or generated under this MOA shall be the sole and exclusive property of each Party. The Intellectual Property shall at all times, during the Term of this MOA and thereafter be in the exclusive ownership, possession and control of each Party. The Parties acknowledge that nothing in this MOA shall be construed as granting any right, title or interest to the other Party, whether during the Term of this MOA or thereafter. The Parties hereby agree that the Parties shall individually reserve the right to transfer, assign and convey their own Intellectual Property.

The provision of this Clause shall survive the termination or expiry of this MOA.

4. CONFIDENTIALITY

Each Party agrees to hold the Confidential Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose such information to third parties or to use such information for any purposes whatsoever other than the performance of this MOA.

Each Party agrees that any Confidential Information obtained by them from the other Party shall not be publicly disclosed or used for activities other than those contemplated in this MOA, except as required by law (including upon the orders of any regulatory or statutory authority having jurisdiction), or, with the prior written consent of the other Party. Both Parties agree to keep all the information disclosed to each other strictly confidential during and even after the termination of this MOA.

The Parties agree that they shall (a) use such Confidential Information only in connection with fulfilling their obligations under this MOA, (b) during the Term of this MOA and thereafter, hold such Confidential Information in strict confidence and exercise due care with respect to their handling and protection of such Confidential Information, consistent with their own policies concerning protection of their own proprietary and/or trade secret information and (c) disclose, divulge or publish the same only to such of their employees or representatives in order for such employees or representatives to carry out the purposes of this MOA and to no other person or entity, whether for their own benefit or for the benefit of any other person or entity.

Both Parties further agree to return all Confidential Information in their possession, control or custody immediately upon termination or expiration of this MOA.

Either Party agrees that in the event, either Party is required to disclose Confidential Information to any competent authority or under any applicable law, such Party shall intimate the other Party with regard to the disclosure of the Confidential Information and shall assist the other Party in obtaining a protective order. However, in the event of failure to obtain such an order, such other Party shall disclose the Confidential Information to such competent authority. Such Party shall limit disclosure of the Confidential Information.

Each Party shall ensure that it shall in no manner whatsoever indulge in the disclosure or dissemination of Confidential Information to any third party with the prior written approval of the other Party. In the event of unauthorized disclosure and dissemination of Confidential Information by either Party to any third party, the same would cause irreparable injury to the other Party and no amount of monetary compensation would cure such an injury caused and such Party reserves the right to get an injunctive order from the court of competent jurisdiction preventing the other Party from making such unauthorized disclosures. Further, either Party reserves the right to immediately terminate the MOA in the event of breach of the confidentiality obligation by the other Party.

Confidential Information means and includes, without limitation any trade secrets, knowledge, data or other proprietary or confidential information relating to products, processes, know-how, intellectual property, designs, developmental or experimental

work, ideas, innovations, computer programs, computer artwork, databases, other original works or authorship, customer and supplier lists, business plans, marketing plans and strategies, financial information or other subject matter pertaining to any business of either Party or any of either Party's customers, suppliers, consultants or licensees, which may or may not be registered under any of the laws pertaining to protection of intellectual property rights in the country; personnel data information and materials developed, collected or used by the personnel of either Party information related to deals or proposed deals to be entered into by either Party information disclosed by third parties with which either Party may have a business relationship, business practices and all other proprietary information, methods and property of either Party whether in tangible and/or intangible form.

5. INDEMNITY

The Parties agree to extend reasonable cooperation to each other in defending any claim(s) by local, state or central authorities against either Party, with respect to levies, taxes, duties, fines and/or penalties etc. due and payable in relation to activities undertaken to implement this MOA. Either Party hereby agrees to indemnify the other Party and each of its respective officers, employees, representatives attorneys, affiliates and agents and save and hold them harmless, from and in all respect of, including but not limited to all liabilities, obligations, damages, penalties, claims, actions, judgments, suits, fees, costs and expenses, including legal fees incurred in connection with or resulting from any claim, action or demand against them that arises out of or in any way relates to (i) any breach of any warranty or obligation under this MOA; or (ii) negligence, fraud, misconduct or willful default on the part of either Party during the Term of this MOA; (iii) any breach of any third party's rights; (iv) any breach of the terms and conditions of this MOA.

Subject to the above, neither Party shall be liable to the other Party or to any other person or entity for special, indirect, reliance, incidental, or consequential damages or loss arising out of the provision of the services or arising out of this MOA, whether in an action arising out of breach of contract, breach of warranty, delay, negligence, strict tort liability, patent matters, or any other theory whether or not it had any knowledge, actual or constructive, that such damages might be incurred.

6. TERMINATION

Either Party may terminate this MOA without assigning any reason whatsoever, and without incurring any liability therefor, by serving a written notice of three (3) months to the other Party, at the addresses mentioned below, and marked to the attention of the Authorized Contact Person of the other Party.

7. GOVERNING LAW

This MOA shall be construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Delhi, India.

8. NOTICES

Any notice and other communications provided for in this MOA shall be in writing and shall be first transmitted by facsimile / electronic transmission, and then confirmed by postage, prepaid registered airmail or by internationally recognized courier service, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to TU:

Address : TUMKUR UNIVERSITY
Vishwavidyanilaya Karyalaya
B.H Road, Tumkur 572103, Karnataka, INDIA
Attention : Registrar
Telephone : +91 96062 13245
Facsimile : 08162254546
Email : registrar.tut@gmail.com

In the case of notices to

Address : Indian Yoga Association, 1st Floor, Plot No -62, Pocket-B 3,
Sector-17, Dwarka-78, New Delhi
Karnataka State Chapter, IYA
Gyan Mandir, Art Of Living
20, 39th A Cross Rd, 5T Block, DK Naik Nagar, Jayanagar,
Bengaluru, Karnataka 560041
Attention : Ravi Tumuluri
Telephone : 8376074511
Email : sec.ktk@yogaiya.in

9. MISCELLANEOUS

Assignment

Neither Party is entitled to assign its rights and obligations under this MOA to any other person/entity, without the written consent of the other Party.

Reservation of rights

Failure by either Party to insist upon strict performance of any of the provisions contained in this MOA shall in no way constitute a waiver of its rights as set forth in this MOA, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions set forth in this MOA. No forbearance, indulgence or relaxation or inaction by a Party at any time to require performance of any of the provisions of this MOA shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by a Party of any breach of any of the provisions of this MOA shall not be construed as a waiver or acquiescence of any right under or arising out of this MOA or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this MOA.

Force Majeure

Neither Party shall be responsible for any delay or failure in performance of any part of this MOA to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control ("Force Majeure Event"). If any such Force Majeure Event occurs, the Party claiming the Force Majeure Event shall give immediate written notice to the other Party, and if such event continues for ninety (90) days or more, the Party not claiming Force Majeure Event may elect at its sole discretion to: (a) terminate this MOA; or (b) allow the Party claiming the Force Majeure Event to resume its performance hereunder once such condition ceases, with the option of the Party not claiming Force Majeure to extend the period of this MOA up to the length of time the condition endured.

Partial invalidity

If any provision of this MOA is held to be invalid or unenforceable to any extent, the remainder of this MOA shall not be affected and each provision of this MOA shall be valid and enforceable to the fullest extent permitted by Applicable Law.

Entirety

This MOA constitutes the entire MOA between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral and supersedes all prior MOAs and understandings between the Parties for performance of the Services.

Amendment

No modification or amendment to this MOA and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing in the form of a formal MOA and duly executed by both Parties.

Counterparts

This MOA has been executed in duplicate, each of which shall be deemed to be an original.

Relationship

Nothing contained in this MOA shall be construed a joint venture, partnership, or agency between the Parties. The relationship between the Parties shall be principal to principal, it being clearly understood that this is a "contract for services" and not a "contract of service". Neither Party shall not be entitled to, by act, word, deed, or otherwise, make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that the former is representing or acting on behalf of latter.

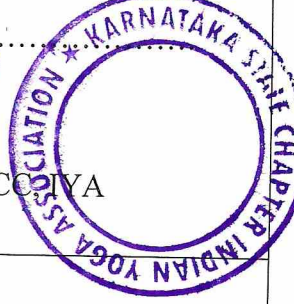
Costs

Save as otherwise provided in this MOA, each Party shall bear its own costs (including Taxes) and expenses incurred in connection with the execution of this MOA and all transactions herein envisaged. **BOTH PARTIES WILL DRAW UP SEPARATE FINANCIAL TERMS FOR INDIVIDUAL PROJECTS AS ANNEXURES TO THIS MOA SIGNED BY THE COMPETENT AUTHORITIES**

Authority

Each individual signing this MOA represents and warrants that he/she has been given and has received and accepted authority to sign and execute the MOA on behalf of the Party for whom it is indicated that he/she has signed.

IN WITNESS WHEREOF, the Parties have executed this MOA as of the date first written above.

<p>On behalf of Tumkur University (TU)</p> <p><i>[Signature]</i> 14/7/23 Registrar Tumkur University Tumkur</p> <p>Name: Designation: Date:</p>	<p>On behalf of KASCOIYA Chapter For Karnataka Indian Yoga Association <i>[Signature]</i> Secretary</p> <p>Name: Ravi Tumuluri Designation: Secretary, KASCOIYA Date:</p> 
<p>1. Witness 1: <i>Mangabhanu M</i> DR, General Development TUT</p> <p>2. Witness 2: <i>[Signature]</i> Dr. A. M. Manjunath Director of Physical Edu</p>	<p>1. Witness 1:</p> <p>2. Witness 2:</p>

Annexure 1

Terms for Yoga Volunteer Certification

Introduction:

Yoga Certification Board, established by Ministry of Ayush, Government of India, is the only Board which has been set up by any Government for certification in the field of Yoga. The CB certifies Yoga professionals under various levels and category so that the Yoga Professionals can select the level and category as per their skills and competences.

Indian Yoga Association is the primary Personal Certification Boards and has been authorised by the Yoga Certification Board to conduct courses leading to this certification.

The syllabus prescribed by the Yoga Certification Board is attached for your kind reference.

Proposed Programme:

The Karnataka Chapter of Indian Yoga Association is proposing to start the Yoga Volunteer Certification for students, teachers and staff of Tumkur University.

Duration:

Depending on the number of registrations, we can conduct one or more batches either sequentially or in parallel. The programmes can be conducted any time during the day (from early morning till evening) depending on the convenience of the participants.

The programme can be conducted in Kannada, English or any other language to suit the requirements of the participants.

The programme duration is of 36 hours and depending on the requirements of the participants, we can conduct this either 1 hour per day or 2 hours per day.

The Course:

The course content will be strictly as per the syllabus prescribed in the Yoga Certification Board

Evaluation:

At the end of the course, there will be an online practical examination which will be organised through a Link provided by the IYA Personal Certification Board.

The questions for the online practical examination will be generated dynamically by the system.

Course Fee:

The course fee is Rs. 700/- (Rs 200/- will be paid to TU per student)

Certification:

The participants will get the following certificate:

- a. Yoga Volunteer Certificate from Yoga Certification Board of Ministry of AYUSH, Government of India
- b. Certificate of Participation given jointly by Tumkur University and Karnataka Chapter of Indian Yoga Association
- c. Yoga Volunteer Certificate of Indian Yoga Association. This Membership has lifelong validity