



MEMORANDUM OF UNDERSTANDING

PREAMBLE

Whereas, *Swami Vivekananda Yoga Anusandhana Samsthana* is a Yoga University declared deemed-to-be University under Section 3 of the UGC Act, 1956 vide Notification Number F.9-45/2001-U.3 dated 8/5/2001 of the Government of India. Located in Bangalore at Eknath Bhavan, No.19, Gavipuram Circle, Kempe Gowda Nagar, Bangalore - 560 019, Karnataka, India and its Head Quarters at PrashantiKutiram (32 Kms from Bangalore), India hereinafter referred to as S-VYASA.

Whereas, Yunnan Minzu University is located at No.3 Yuhua Pianqu, Chenggong District, Kunming, Yunnan 650500, China herein after referred to as YMU. Yunnan Minzu University offers 2 first-level discipline-based doctoral degree programs, 1 joint doctoral degree program, 12 first-level discipline-based master degree programs, 92 second-level discipline-based master degree programs, 8 professional master degree programs and 78 bachelor degree programs.

SCOPE OF AGREEMENT

This MOU is signed between as *Swami Vivekananda Yoga Anusandhana Samsthana* (S-VYASA) First Party and *Yunnan Minzu University* Second Party for the purpose of Education & Research related to Yoga, Ayurveda and allied sciences.

I. OBJECTIVES OF ACADEMIC CO-OPERATION PROGRAMME

The overriding objectives of the Programme are:

- 1.1 *Swami Vivekananda Yoga Anusandhana Samsthana* (S-VYASA) and Yunnan Minzu University (YMU) shall collaborate in mutually agreeable academic events, in teaching, training & research, wherever feasible. Such collaboration will be based on mutually agreeable conditions specifically agreed for each of the items of collaboration.

- 1.2 There shall be Seminars/Conferences organized by the Universities either individually or jointly for which the faculty will participate on reciprocal basis.
- 1.3 Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for the mutually agreed period.
- 1.4 The undergraduate and postgraduate students of YMU are welcome to make use of the resources of *Swami Vivekananda Yoga Anusandhana Samsthana*(S-VYASA) and to have academic interaction with the *Swami Vivekananda Yoga Anusandhana Samsthana* and likewise Yunnan Minzu University welcome undergraduate and postgraduate students of *Swami Vivekananda Yoga Anusandhana Samsthana* (S-VYASA) for library reference and for academic interaction with the *Yunnan Minzu University*..
- 1.5 Research Scholars and Teaching Faculty of both *Swami Vivekananda Yoga Anusandhana Samsthana* (S-VYASA) and Yunnan Minzu University (YMU) will explore possibility of taking up collaborative research work.
- 1.6 That for such collaborative research projects, publications and Intellectual Property Rights will be shared in proportion to the input by each party.
- 1.7 Any Financial implication emerging out of such collaborations (other than the fees of the students etc) shall be worked out and decisions will be taken on mutual agreement.

II. AREAS OF COOPERATION

This Memorandum expresses a mutual desire by *Swami Vivekananda Yoga Anusandhana Samsthana* (S-VYASA) and Yunnan Minzu University (YMU) to co-operate in building intellectual and research capacity and scholarship on a non-exclusive basis. Additional areas of co-operation may be added by written consent of both the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized. However, it is understood that each party has the right to discontinue discussions and negotiations without any responsibility or cost and expenses or damages of whatever nature of the other party in the event that the parties are unable to agree on the terms and conditions of one or more definitive agreements.

III. TERMS OF AGREEMENT

This Memorandum is effective immediately upon its signature by the parties. Progress in achieving the objectives referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent in writing.

Both parties reserve the right to terminate this Memorandum by either party giving six months written notice to the other. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

4.1 In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).

4.2 Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or programme, without the prior written consent of the other party. The confidential obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and the information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

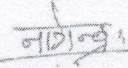
V. NON-BINDING NATURE OF MEMORANDUM

5.1 Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. Same for Article V, this Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration. Article V shall survive the expiration or termination of this Memorandum and shall be legally enforceable in accordance with its terms in any court of competent jurisdiction.

VI. TERMINABLE

- 6.1 The validity of the MoU is initially for a period of ten years from the date of signing this MoU. The validity can be extended on mutual agreement after that.
- 6.2 The MoU can be terminated by either of the parties by giving advance notice of six months and without jeopardizing the coursework or registration of any of the students of either institution.

IN WITNESS WHEREOF, this MoU was executed by the parties hereto on this Monday 21st March of the year 2016.


Dr. HR Nagendra
(~~Chancellor~~ Chancellor)

Swami Vivekananda Yoga Anusandhana Samsthana

Professor Chen Luyan
(Party Secretary of CPC Committee, Dean of India-China Yoga College)
Yunnan Minzu University

Witnesses:

1. Dr. Manjunath NK
Director, International Affairs
S-VYASA University, Bengaluru
India
2. Mr. Tony
China representative
Vivekananda Yoga China
Shanghai, China

1. Prof. Na Jinhua
President
Yunnan Minzu University
2. Prof. Fang Zhen
Executive Dean
India-China Yoga College
Yunnan Minzu University