

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, Kempegowda Nagar, Bangalore - 560 019, Karnataka, India and its Head Quarters at Prashanti Kutiram (32 Kms from Bangalore), India hereinafter referred to as S-VYASA.

Whereas, **Taksha University, Virginia, USA** was originally founded as the Institute for Atmospheric Optics and Remote Sensing in 1976, Takshashila University (also known as Taksha, or TU) is a dynamic, not-for-profit, independent, minority institution of higher learning, engaged in research and development projects and education activities. Incorporated in the Commonwealth of Virginia, Taksha has its headquarters in Hampton, Virginia.

Taksha University, School of Integrative Medicine, herein after referred to as **TUSIM**.

SCOPE OF AGREEMENT

This MOU is signed between as **Swami Vivekananda Yoga Anusandhana Samsthana(S-VYASA)** First Party and **Taksha University, School of Integrative Medicine (TUSIM)** Second Party for the purpose of Education, Research and Clinical Services 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 **Taksha University, School of Integrative Medicine** 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 Taksha University, School of Integrative Medicine (TUSIM) 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 Taksha University, School of Integrative Medicine (TUSIM) welcome undergraduate and postgraduate students of *Swami Vivekananda Yoga Anusandhana Samsthana*(S-VYASA) for library reference and for academic interaction with the Taksha University, School of Integrative Medicine (TUSIM).
- 1.5 Research Scholars and Teaching Faculty of both *Swami Vivekananda Yoga Anusandhana Samsthana*(S-VYASA) and TUSIM 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 Taksha University, School of Integrative Medicine (TUSIM) 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.

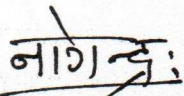
V. NON-BINDING NATURE OF MEMORANDUM

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 Saturday, 4th July of the year 2015.



Dr. HR Nagendra
(Chancellor)

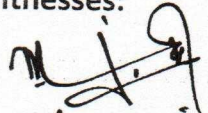
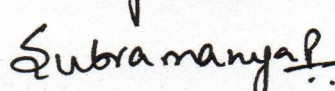
Swami Vivekananda Yoga Anusandhana Samsthana, Bangalore, India

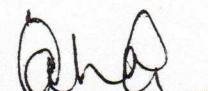


Dr. Adarsh Deepak
(Founder & Chairman)

Taksha University, Hampton, Virginia, USA

Witnesses:

1. 
Mangimath N.K.
2. 
P. Subramanyam

1. 
ABHA GUPTA
- 2.

21
8-8-2015



TakshaShila University (TU)

School of Integrative Medicine (SIM)

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Phone: 757-848-8255



July 29, 2015

Dr. H R Nagendra,

Chancellor, S-VYASA

Eknath Bhavan,

No. 19, Govipuram Circle,

Kampegowda Nagar,

Bangalore-560019,

Karnataka, India

E: Chancellor@svyasa.edu.in

Dear Dr. Nagendra,

The initial signing of the MOU between SVYASA and TU/SIM on July 4, 2015, was an auspicious day of celebration for all of us in the service of humanity's health and quality of life, thanks to your and Dr. Abha Gupta's diligent efforts. It is a satisfactory culmination of the idea that first took root during your lecture trip to my home in Virginia a few years ago. After concurrence with our TU Board, it was a pleasure for me to sign the MOU document, a scanned copy (in pdf format) of which you received earlier. The original signed MOU is enclosed for your files, with a signed copy residing here, as well, for our files.

Plans are afoot to move forward to make appropriate arrangements on our end for offering the SVYASA Yoga online course(s) / certifications under the aegis of TU/SIM and for developing an appropriate fee and accounting structure. The issues of payment transactions for products/services received from SVYASA to TU/SIM and vice versa will need to be worked out to conform to the appropriate tax and related regulations.

An MOU announcement will be made in the near future via our YogaSetu Newsletter (YSN), of which Dr. Abha Gupta is the Editor-in-Chief (EiC).

With best regards and wishes,

Adarsh

Adarsh Deepak, PhD

Chairman, Taksha University (TU)

(a 501c3 Not-for-Profit organization, founded in 1976)

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