

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made as of the 03rd day of November 2023 and confirms the mutual understanding and intentions with respect to the undertakings described herein.

BETWEEN:

SWAMI VIVEKANANDA YOGA ANUSANDHANA SAMSTHANA (“S-VYASA”), 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 at Eknath Bhavan, No.19, Gavipuram Circle, Kempegowda Nagar, Bangalore - 560 019, Karnataka, India, with its head quarters at Prashanti Kutiram (32 km from Bangalore), India;

and

ALL HERE SA (“All Here”), a limited company with its principal office at Clos-Belmont 12, 1208 Geneva, Switzerland; and

Each a “Party”, and collectively, the “Parties”.

WHEREAS, the Parties wish to collaborate for the purpose of Education and Research related to Yoga, meditation, and allied sciences.

NOW THEREFORE the Parties enter into this MOU to outline the terms and principles of their collaboration.

I. AREAS OF COOPERATION

This MOU expresses a mutual desire by S-VYASA and All Here 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 MOU 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.

II. OBJECTIVES OF ACADEMIC CO-OPERATION PROGRAMME

The overriding objectives of the Programme are:

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- 2.1 S-VYASA and All Here 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.
- 2.2 There shall be Seminars/Conferences organized by S-VYASA and All Here, either individually or jointly, for which the faculty of will participate on reciprocal basis.
- 2.3 Those modalities for a similar exchange of researchers and faculty members shall be laid down through mutual discussion that should be made operational for the mutually agreed period.
- 2.4 Research scholars and teaching faculty of both S-VYASA and All Here shall explore the possibility of taking up collaborative research work.
- 2.5 For such collaborative research projects, publications and Intellectual Property Rights will be mutually discussed.
- 2.6 Any Financial implication emerging out of such collaborations shall be worked out and decisions will be taken on mutual agreement.

III. SCOPE OF SERVICES/ COMPENSATION

Scope of Services/ Compensation shall be based on Schedule A.

IV. TERMS OF AGREEMENT

This MOU 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 this MOU may be amended at any time by mutual consent in writing.

Both Parties reserve the right to terminate this MOU by either Party giving one month written notice to the other. The implementation and/or continuance of programmes or projects established pursuant to this MOU prior to the effective date of termination shall not be affected by the termination of this MOU.

V. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 5.1 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).

- 5.2 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 MOU, 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.

VI. NON-BINDING NATURE OF MEMORANDUM

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.

VII. TERM AND TERMINATION

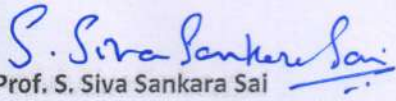
- 7.1 The validity of this MoU is initially for a period of **three years** from the date of signing this MoU. The validity can be extended on mutual agreement after that.
- 7.2 This MoU can be terminated by either of the parties by giving advance notice of **one month**.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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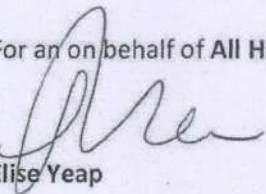
IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives on the day, month and year first above mentioned.

For an on behalf of Swami Vivekananda Yoga Anusandhana Samsthana


Prof. S. Siva Sankara Sai

Title: Registrar
(Authorised Signatory)

For an on behalf of All Here SA


Elise Yeap

Title: Director
(Authorised Signatory)

SCHEDULE A
SCOPE OF WORK /COMPENSATION

S.No.	Category	Description	Fees (INR)
1.	Education and Research related	• For Education and Research related to Yoga, meditation, and allied sciences.	
2.	Compensation	• S-VYASA shall invoice All Here on a monthly basis for the Compensation. • The invoice shall be paid at the end of every month cycle within 10 days. • GST as applicable is extra.	• Rs 50,000 (fifty thousand Rupees) per month.
3.	Taxes and Duties	• All payments are subject to deduction at source under the Income Tax Act.	

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