

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MORARJI DESAI NATIONAL INSTITUTE OF YOGA  
MINISTRY OF AYUSH, GOVT. OF INDIA**

**AND**

**SPORTS AUTHORITY OF INDIA  
MINISTRY OF YOUTH AFFAIRS AND SPORTS,  
GOVT. OF INDIA**



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("hereinafter referred to as MoU") is executed on this the 9<sup>th</sup> day of September, 2024 by and between The **Morarji Desai National Institute of Yoga (MDNIY)**, represented through its duly authorized representative **Dr. Kashinath Samagandi, Director, MDNIY** a society registered under the Societies Registration Act as an Autonomous Body, under the Ministry of Ayush, Government of India. MDNIY has its registered office at 68, Ashoka Road, New Delhi- 110001. MDNIY is a focal institute for planning, training, promotion and coordination of Yoga education, training, therapy, research and developing protocols for disease prevention and health promotion. The expression **MDNIY** shall unless repugnant to the context or meaning thereof shall mean and include his executor, successors, administrators and assigns.

AND

**Sports Authority of India (SAI)** set up in 1984 to carry forward the legacy of the IXth Asian Games held in NCSSR, Indira Gandhi arena, IG Indoor Stadium, ITO, Vikram Nagar, New Delhi, Delhi 110002, in 1982 under the Department of Sports represented through its duly authorized representative **Dr. Bibhu Kalyan Nayak, Director, Sports Authority of India (SAI)** NCSSR, Indra Ghandi arena, IG Indoor Stadium, ITO, Vikram Nagar, New Delhi 110002. SAI has been entrusted with the twin objectives of promoting sports and achieving sporting excellence at the national and international level. SAI has played a significant role in shaping India's sports development by providing training to elite athletes and at the same time operating a number of schemes for the identification and development of young talent, represented by (hereinafter referred to as "SAI") which expression shall where the context so admits includes its successors in interest and permitted assigns of the second party.

**MDNIY** and **SAI** are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' and it means and includes their respective successors-in-interest and permitted assigns.

### ARTICLE I OBJECTIVE

The objective of this MOU is to promote and develop cooperation and collaboration on sports and yoga research and impact of yoga between SAI and MDNIY to-

- a) Explore the areas of collaboration, convergence and synergy between SAI and MDNIY for integrative sports, yoga and health research
- b) Strengthening research capacity between SAI and MDNIY
- c) Developing evidence-based guidelines for integrating Yoga principles and practices with modern medicine.
- d) To provide Yoga education to coaches, athletes, staffs towards knowledge and career development.



- e) Any other areas, as mutually agreed i.e. joint research activities, participation in seminars and academic meetings; exchange of academic materials and other information; special short term academic programs, exchange of faculty, fellows, clinical staffs, administrative managers/ coordinators, joint cultural programs etc.

## ARTICLE II AREA OF COOPERATION

### Research Development

- The parties shall collaborate with each other in identified areas of Yoga implementation in sports healthcare for promoting high impact research to generate evidence utilizing modern scientific methods.
- The parties shall formulate and implement joint research projects/ programs and allow joint supervision of the said activities. Every research project will have a team leader/Principal Investigator, who will be responsible for reporting on the project status.
- A Joint working group shall be created between SAI and MDNIY which will meet half yearly for exploring further areas of collaboration and work on deliverables.
- Studies conducted must adhere to and in accordance with the code of ethics of the WMA/ Declaration of Helsinki and National ethical guidelines for Biomedical and Health research involving Human participants given by ICMR-DHR.

### Researchers/ Scientists interaction

- The Parties shall encourage regular interaction and visit of researchers/scientists from both organizations whenever required in the furtherance of the various joint programs and/or to sustain continued interaction with researchers.

### Sharing of Infrastructural facilities

- Scholars/ trainees/ researchers/ faculties of each party will have access to advanced instrumentation systems and other infrastructural facilities as per the prevailing rules and regulations of that party for the duration of the visit/ joint research project/ program.

### Science and technology awareness, demonstration and transfer

- The parties shall design and conduct conferences/ workshops/ seminars jointly with active participation of researchers interested in the field of integrative healthcare and sports sciences.
- The Parties shall mutually share IPR issues/ benefits arising from the joint research project/ program.
- Transfer of any technology or yoga program developed jointly by SAI and MDNIY to a third party for commercialization in India or any other country shall be done jointly through a separate agreement.

## ARTICLE III FUNDING AND FINANCE

- The two institutions will seek funding for the Research projects/link program from various sources.

- The acquired funds will be subject to accounting procedures of the two institutions with the supervision of Team leader/Principal Investigator/s.
- The collaborating institutions will offer logistic support for initiating the collaboration and for working out draft proposals for the activities.

**ARTICLE IV  
GENERAL PROVISIONS**

- The two institutions will carry out research activities, as a follow up to this MoU. The activities must be carried out in accordance with appropriate laws and regulation existing in each country and institution.
- The two institutions shall initiate and exchange research publication lists and other publications relevant to the project. This will be provided with adequate security as far as intellectual property laws are concerned.
- All publications resulting from the collaboration between the two institutions will be mentioned in the scientific reports of the institutions. Likewise, this MoU must also be mentioned in all formal presentations which result from the collaboration under the terms of this MoU. The results of the collaboration generated jointly under this MoU will be jointly published however, authorship of results of the research project will be determined in accordance with academic standards and custom. If a proposed publication is not a joint publication, the institution wishing to make the publication shall provide a copy of the manuscript or abstract to the other institution at least thirty (30) days prior to publication to allow the other institution an opportunity to protect its IP or confidential information that may be disclosed by the manuscript or abstract. In addition, an institution will not publish Confidential Information received from the other institution without such other institution's consent, which shall not be unreasonably withheld or denied. Once the results of the project have been published, the confidentiality restrictions of this MoU shall no longer apply to such information.

**ARTICLE V  
CONFIDENTIALITY**

Any and all material shared during the course of the challenge relating to the Projects are confidential including but not limited to the recommendations, information being shared, results, technology, hardware or software design, data, know how, trade secret, architecture, material, documents etc. (the "Confidential Information") shall not be made public or shared with any other party without the prior written consent of the other Parties to this MoU or the Party to whom such Confidential Information belongs.

**ARTICLE VI  
INTELLECTUAL PROPERTY RIGHTS SHARING**

- **General Clause:** There will be an uninterrupted and free flow of information on research initiatives for research and development between both the parties while respecting each other's IPR rights.

The parties agree that:

- i. The per- existing IP shall remain the sole property of the respective party.

ii. Any intellectual property developed during the course of the collaboration shall be jointly owned by MDNIY and SAI. The IP generated from this collaboration, shall prior be protected then published.

- **Published**

Any publication, document and/or paper arising out of joint research pursuant to this MOU will be jointly owned. The use of the name, logo, and/or official emblem of the participants on any publication, document and/or paper will require prior written permission of each party. It may however be ensured that the official emblem and logo is not misused.

- **Data rights and Data Privacy**

- i. ICMR, SAI and MDNIY shall jointly own the data arising out of this MOU.
- ii. Both the parties shall have all the rights on the data generated during the collaboration and shall be free to use the data for any purpose including for further research and training purpose.

- **Material Transfer Agreement (MTA)**

MTA shall be signed on non-exclusive basis for transfer of experimental material to undertake targeted research in context of transferred material.

- **Confidential Information**

During the tenure of this MOU, MDNIY and SAI on its behalf and on behalf of its employees agree to maintain strict confidentiality of any information that the other Party has identified as confidential and will not disclose the same to any third party till such information falls into the public domain without any negligence on the part of recipient party.

- **Force Majeure**

It is clearly understood that in the event of any circumstance like flood, earthquake, fire, civil disturbance, tempest or any other acts of GOD beyond control of either of the parties, they shall be relieved of their mutual obligations under these circumstances during such period.

## ARTICLE VII TERM AND DURATION

This Memorandum of Understanding shall be valid for a period of 03 years from the last date of its signing. In case of specific projects, the parties may agree upon the Project proposal or scope of work which will set out the details of the rights and responsibilities of each party, treatment of costs, expenses, define the project scope etc.

## ARTICLE VIII MISCELLANEOUS TERMS

- The Parties will mutually agree upon publication if any, keeping in mind the confidentiality and potential patents rights.
- The Parties will not use the name or trademark of the other Party without the prior written consent of the owner to the name or trademark.

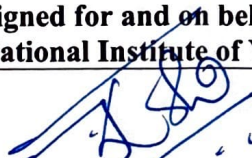

- **Assignment:** The Parties shall not be entitled to assign of any rights or obligations under this MoU without the prior consent in the writing of the owner or the other Parties to this MoU.
- **Amendment:** Except otherwise provided therein, no addition, amendment, or modification of any part of the MoU shall be effective unless done in writing and signed by and on behalf of both parties by their respective Authorized Signatories.
- **Indemnification:** Each party shall defend, indemnify and hold harmless the other Party, its affiliates and their respective directors, officers, employees and agents from and against any and all losses, damages, liabilities, costs and expenses, caused naturally and not directly attributed to the negligence of any persons.
- **Governing Law and Dispute Resolution:**
  - In event of any dispute(s) arising between the Parties hereto, it shall be endeavour of both the Parties to first try to resolve the dispute amicably by mutual discussion and deliberation, failing 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 sole Arbitrator(s), to be appointed mutually by both the Parties. The Jurisdiction of Arbitration shall be New Delhi. The Award of the Tribunal shall be final and binding on both the Parties.
  - Jurisdiction: All disputes arising from or under this MoU shall be subject to the jurisdiction of appropriate forum/courts in New Delhi only.
  - Any dispute relating to this MoU which could not be amicably settled between the Parties within 45days (whether or not by help of head of the institution/organization or their respective nominees), shall be referred to arbitration under Arbitration law of India and the amendments thereof. Arbitration to be conducted under Arbitration and Conciliation Act 1996 and the amendments thereon. Seat of arbitration shall be at New Delhi. All arbitration proceedings shall be conducted at New Delhi. Language of Arbitration to be English. Parties agree to mutually appoint a sole Arbitrator in the event of a dispute not resolved within 45 days of filing by either party. Notwithstanding the foregoing, a Party may bring a claim for immediate injunctive relief, in accordance with law, in the courts at New Delhi. The Parties agree to submit to the laws of India and exclusive jurisdiction of the Courts in/at New Delhi.
- **Termination:** Without affecting any other right or remedy available to it, if either Party commits any breach of this MoU, the other Party shall issue a notice, in writing, to remedy such breach. If the breach is not remedied within a period of 15 days from the date of receipt of the notice the Party at the receiving end of such breach may terminate this MoU by issuing prior written notice of 15 days to the other Party. Without prejudice, either Party may terminate this MoU without giving any reasons by issuing prior written notice of 15 days to the other party. Notwithstanding the termination of this MoU, the provisions of this MoU, the nature of which should reasonably require the survival thereof shall survive the termination of this MoU.
- **Registration:** All costs and charges with respect to the registration of this MoU shall be borne by SAI.

- **Notice:** All notices given pursuant to this the Parties MoU shall be in writing and shall be delivered to at their respective addresses, as set out below:

<b>For Morarji Desai National Institute of Yoga (MDNIY)</b>	<b>For Sports Authority of India (SAI)</b>
Morarji Desai National Institute of Yoga, Ministry of Ayush, Govt. of India, 68, Ashoka Road, New Delhi- 110001 email: <a href="mailto:dir-mdniy@nic.in">dir-mdniy@nic.in</a>	Sports Authority of India, Head Quarters, Jawahar Lal Nehru Stadium, East Gate, Lodhi Road, New Delhi- 110003 email: <a href="mailto:ncssr.sai@gov.in">ncssr.sai@gov.in</a>

- Any notice given as provided by this clause shall be deemed received by the party to whom it is addressed when: (a) in the case of any notice delivered by hand, when so delivered and acknowledged by the recipient as such; (b) if sent by pre-paid post on the third clear day after the date of posting; (c) if sent by electronic mail, twenty-four (24) hours after the electronic mail is sent.
- Counterparts. This MoU is made in 2 copies; each party holds one copy and each executed copy of the MoU shall be deemed an original.
- Severability. In the event that any term, condition, obligation or covenant of this MoU is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this MoU and shall be of no force and effect and this MoU shall remain in full force and effect as if such term, condition, obligation or covenant had not originally been contained in this MoU.

**IN WITNESS THEREOF**, the duly authorized representatives of the Parties have caused this MOU to be executed on the date first written above.

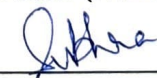
<b>Signed for and on behalf of Morarji Desai National Institute of Yoga (MDNIY)</b>	<b>Signed for and on behalf of Sports Authority of India (SAI)</b>
	
<b>Dr. Kashinath Samagandi</b>	<b>Dr. Bibhu Kalyan Nayak</b>
<b>Director</b>	<b>Director</b>

**WITNESS (Name and Signature)**



**(DR. I. N. ACHARYA)**  
**PO (YT)**

**WITNESS (Name and Signature)**



**[DR. SUBHRA CHATTERJEE]**  
**SCIENTIFIC OFFICER**  
**SAI, NCSSR, NEW DELHI.**