



AMONG

**PATANJALI RESEARCH FOUNDATION TRUST** (No. 119, Bahi No. 4, Jild 3, Pages 257-274, Dated- 04/08/2010), a trust registered under the Indian Trust Act, 1882 and having its registered office at Patanjali Yogpeeth, Phase-I, Haridwar- 249405 Uttarakhand, India (hereinafter referred to as "**PRFT**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors in title or assigns; being Party of the **FIRST PART**;

AND

**UNIVERSITY OF PATANJALI**, established under University of Patanjali University Act, 2006, (Uttaranchal Act No.- 4 of 2006), a part of Patanjali Yogpeeth Trust, having its address at Patanjali Yogpeeth, Delhi-Haridwar Highway, Haridwar, Uttarakhand 249405 (INDIA) (hereinafter referred to as "**UoP**"), which expression shall unless repugnant to the context or meaning thereof mean and include its successors in title or assigns; being Party of the **SECOND PART**;

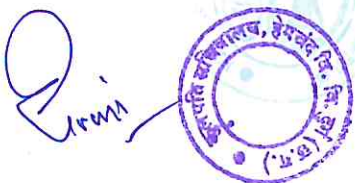
AND

**HEMCHAND YADAV VISHWAVIDYALAYA, DURG** formerly known as **Durg University**, a premier public university located in Durg, Chhattisgarh was established under Chhattisgarh Vishwavidyalaya (Sanshodhan) Adhiniyam, 2015, dated 24th of April, 2015, an Act Further amending the Chhattisgarh Vishwavidyalaya Adhiniyam, 1973 (No. 22 of 1973), (hereinafter referred to as "**HYVD**"), which expression shall, unless repugnant to the context or meaning thereof mean and include its successors in title or assigns; being Party of the **THIRD PART**;

The **PRFT** and the **UoP** and the **HYVD**, are referred to individually as the "**Party**"; and collectively as the "**Parties**", as the context may require.

#### **WHEREAS**

- A. The "**PRFT**" is a research institution backed up with advanced scientific technology and a team of qualified scientists engaged in scientific evidence-based research using advanced research methodology for making Ayurved and alternative healing system as well as alternative medical system acceptable worldwide, scientific research or research in social science or statistical research, research work, research articles, Clinical Neuroscience, Neuropsychology, Metabolic and Respiratory physiology laboratory, Clinical Research, other social welfare and nation building research activities; and
- B. The **UoP** having its vision to globally elevate Yog, Ayurved, and Indian culture, integrating traditional wisdom with modern education; fostering individuals with diverse skills, ethical conduct, and a balanced scientific perspective through the synergy of Vedic knowledge and modern sciences. The mission of the UoP is Promoting a divine fusion of Yoga and Ayurveda worldwide in the 21st century, extending knowledge to every corner for holistic well-being and contributing to prosperous, spiritual societies. Striving for excellence in Vedic and modern sciences, empowering students in Vedic knowledge, fostering diverse education dimensions, and promoting harmony in heritage, culture, and environment to enhance quality of life with the highest human values. Furthermore, the aims of



The terms and budget for each program or activity implemented under this MoU shall be mutually agreed upon in writing prior to its initiation. Such programs and activities shall be approved by each party, in writing, prior to its initiation. Except in promoting the activities proposed in Clause 01 above among its faculty, staff, and students, neither Party may use the name of the other Party in any form of advertising or publicity without prior express written permission. The Parties will seek permission from one another by submitting the proposed use. Each Party will maintain regular and reasonable contact with the other Party and engage in discussions regarding collaboration and the research activities listed hereinabove. Further, each Party will nominate members of its senior staff to be responsible for overseeing matters pertaining to this MoU.

It is understood that activities contemplated under this MoU are expected to be cooperative in nature and that Participants (*including students, faculty, and staff researchers*) may collaborate in such activities.

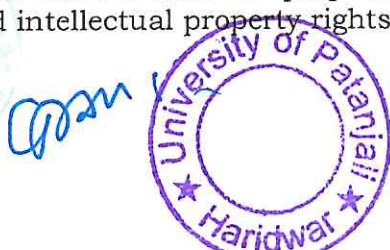
2. **ROLES AND RESPONSIBILITIES OF EACH PARTY**

All Parties will be responsible for the following areas :

- To conduct workshop/ seminars/ conferences as a forum to address intervention strategies that meets the needs of people who have various ailments.
- To develop research collaboration between both the groups and submission of joint research proposals.
- To provide value-added courses to the students of various programs.
- Faculty and student exchanges and opportunities for internship & training.
- Guest lectures for students, academicians, research scholars, and patients.
- Provide educational tours for the students and faculty members of HYVD.
- Regularly exchange course materials, research publications, and other academic and research inputs.
- On Job-training by Patanjali Research Foundation, a part of Patanjali Yogpeeth, Haridwar, Uttarakhand, 249405, India.

3. **PROTECTION AND DISPOSITION OF OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

- 3.1. The ownership of all Background Information and Background Intellectual Property Rights generated by the parties prior to the MoU shall rest with the respective parties. However, parties shall have the right to use such Background Information and Background Intellectual Property Rights for the exclusively purposes of the Research & Development work performed under this MoU, after obtaining prior written consent from the party, who have ownership rights of such Background Information and Background Intellectual Property Rights.
- 3.2. Research including the Intellectual Property Rights created during the collaborative/joint work performed under the MoU shall be owned jointly by the parties.
- 3.3. Parties to this MoU shall confer and consult each other regarding filing of Intellectual Property Rights applications including patent applications covering foreground information and share equally the attendant expenditure related to filing, prosecution, grant, maintenance etc. of the same.
- 3.4. The PRFT, the UoP and the HYVD shall consult each other before publishing any research results and foreground information generated during the joint research to ensure that no proprietary information is released and that foreground intellectual property rights are not jeopardized. Post consultation,



written addendum executed by authorized signatory of all the parties. Such an addendum, once approved by all the parties, will become part of this MoU.

6. **NO FINANCIAL OBLIGATIONS**

There is no financial commitment on all the parties to take up any programme/work(s) mentioned in the MoU.

7. **GOVERNING LAW**

The Parties agree to make efforts in good faith to resolve all disputes amicably and expeditiously between themselves.

All disputes, differences & questions of any nature which at any time arise between the parties to this MoU or, their respective representatives & assigns or, any of them out of the construction of or, concerning anything contained in or, arising out of this MoU or, as to the rights, duties or, liabilities under it of the Parties to it respectively or, their respective representatives shall be subject to the Jurisdiction of the Courts at Haridwar.

8. **NOTICES AND COMMUNICATIONS**

Any notices and communications permitted or required under this MoU shall be in writing, shall refer specifically to this MoU and shall be deemed given only if delivered by hand, by registered mail or sent by nationally recognized overnight delivery service that maintains records of delivery; or by fax, addressed to the Parties at their respective addresses or fax numbers.

9. **COORDINATION COMMITTEE**

The following will constitute the Coordination Committee to monitor and review the collaborative program between the institutions:

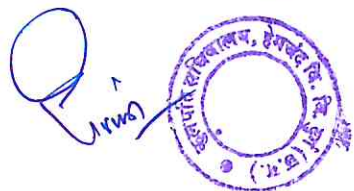
- a. Vice-Chancellor, HYVD or his nominee (s)
- b. Vice-President, PRFT or his nominee (s)
- c. Dr. Vedpriya Arya, Head, Herbal Research Division, Patanjali Research Institute
- d. Dean, Research & Academics, University of Patanjali

The Coordination Committee shall:

- a. Review the progress of the identified programs (at least once in a year)
- b. Consider the new R&D proposals for joint collaboration and implementation on a case-to-case basis including IPR and financial arrangements.
- c. Consider the addition/deletion of areas of cooperation between the Institutes during reviews.
- d. Consider the continuance of the MoU.


10. **DISCLAIMER**


This MoU is not intended by the PRFT, the UoP and the HYVD, to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership, or formal business organization of any kind. Each party hereto shall act as an independent entity, and neither shall act as an agent of either organization for other purposes. Neither party has the authority to bind the other party.



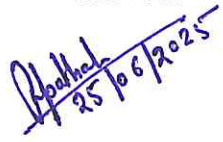
**IN WITNESS WHEREOF**, parties hereto set and subscribe their respective hands on the day and year first herein above written.

  
**Head**  
**Herbal Research Division,**  
**Patanjali Research**  
**Foundation (Trust),**  
**Haridwar, Uttarakhand**


  
**Vice-Chancellor**  
**University of**  
**Patanjali, Haridwar,**  
**Uttarakhand**

  
**Vice-Chancellor**  
**Hemchand Yadav**  
**Vishwavidyalaya,**  
**Durg,**  
**Chhattisgarh**  
Prof. (Dr.) Sanjay Tiwari  
Vice-Chancellor  
Hemchand Yadav University  
Durg (C.G.)


**Witness**

  
1. Patanjali Research Institute,  
Haridwar


**Witness**

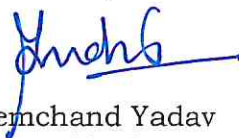
  
1. University of Patanjali,  
Haridwar, Uttarakhand

**Witness**

  
1. Hemchand Yadav  
Vishwavidyalaya,  
Durg,  
Chhattisgarh

  
2. Patanjali Research Institute,  
Haridwar

  
2. University of Patanjali,  
Haridwar, Uttarakhand

  
2. Hemchand Yadav  
Vishwavidyalaya,  
Durg,  
Chhattisgarh