

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Association has been made and executed at Kanpur on this the Second day of December, year Two Thousand Five,

### ***BETWEEN***

**Sree Nath Naturopathy & Yoga Centre**, a registered NGO having its registered office at KANPUR, through its Secretary / Chief Consultant Dr. Ravindra Porwal (hereinafter called the party of the First Part or the First Party);

### ***AND***

**Indian Institute of Technology Kanpur**, an Institute of National Importance, incorporated under the Institutes of Technology Act, 1961, having its campus at Kalyanpur, Kanpur, through the Director of the Institute (hereinafter called the Party of the Second Part or the Second Party).

**WHEREAS**, the first party is a NGO and is running a Yoga Centre in Kanpur since 1990, though registered by the Uttar Pradesh State Government, under the Societies Registration Act. The first party is a charitable Institute working towards curing the human ailments with the aid of Yoga and Naturopathy.

**AND WHEREAS**, the party of the second half has been established under the Institutes of Technology Act, 1961 to provide for education and research in various branches of Engineering and Technology, Sciences and Arts and to disseminate knowledge in these branches.

**AND WHEREAS**, the first party was desirous of opening a Yoga Centre on the campus of IIT Kanpur to cater to the needs of the campus residents in terms of providing Yogic/Naturopathy treatment to the campus residents. And whereas, the proposal of First Party has been accepted by the Second Party. The Second Party, as such, agrees to open a centre for Naturopathy and Yoga on regular basis on the campus in House Number 512, Type V, of IIT Kanpur for which no license fee or rent shall be charged.

**NOW THEREFORE**, the aforementioned parties have agreed to the terms and conditions as mentioned hereinafter in order to opening and provide for functioning of a centre for Naturopathy and Yoga on the campus of IIT Kanpur;

1. That the Centre for Naturopathy and Yoga (hereinafter referred to as Centre) shall work initially for a period of three years which can be renewed further from time to time as per the mutually agreed terms and conditions.

2. That during the first six months the Centre shall function purely on probationary period, during which period, the activities of the Centre shall be closely monitored by a Coordinating Committee, as described in clause 6 of this MOU. The Parties agree that, during the probationary period, the Director of the Institute shall, upon the recommendations of the Coordinating Committee, have full authority and power to terminate the present MOU without assigning any reason in this regards. Conversely, the First Party shall have full freedom to close the Centre, if it so wishes, after giving fifteen days notice to the Director, IIT Kanpur.

3. That after successful functioning for six months, it will be deemed by Parties that the probationary period has been completed successfully and thereafter the Parties shall be liable to serve at least one month's notice on the other Party before terminating the present MOU.

4. That the Centre will be fully dedicated for training and treatment by means of Yogic, Naturopathic and Ayurvedic treatments. It shall be entitled to demonstrate such experiments, treatments and exercises as may be permissible for the Party on the First Part. First Party can start various Govt. schemes for the benefit and welfare of human being for example Training, Courses, Seminars, Conferences, Research Programmes and Projects etc. after getting the approval from Dean of Students' Affairs. Besides, the Centre shall also be entitled to sell,

market and supply the tools, equipments and medicines, books etc. for the purpose as per the printed prices.

5. That the Second Party shall provide necessary infrastructure without any charges with regard to premises and provide for its cleaning, gardening, furniture and equipments including civil maintenance, repairing, water and electricity supply, internal telephone which are deemed essential and necessary to run the centre on the campus. All equipments and infrastructure provided to the Centre shall continue to be property of the Institute. A list of infrastructure and equipments to be provided initially by the Second Party as given in **Annexure- A** in this agreement.

6. All the consumables and medicines etc. required for administering the treatment / therapy shall be procured by the first party on its own.

7. That the Centre shall be placed under the functional control of Dr. Ravindra Porwal, however, the administrative control shall always be with a Coordinating Committee. The Coordinating Committee shall comprise of the following;

|                                              |                    |
|----------------------------------------------|--------------------|
| DOSA                                         | - Chairman         |
| One faculty member nominated by the Director | - Member           |
| Convenor, Vivekananda Samiti                 | - Member           |
| Asst Registrar (Students' Affairs)           | - Member Secretary |

8. That the First Party will provide technical staff to run the centre. All of them will be governed by the first party i.e., Sree Nath Naturopathy & Yoga Centre and would not demand any right or entitlement to be treated as or at par with the Institute employees.

9. That the staff of the Centre shall be placed under the command and control of the Administrator of the centre and would be expected to follow the code of

conduct applicable to the Institute Employees. However, the Coordinating Committee shall be entitled to issue, from time to time, such oral or written instructions to the Centre for compliance, as it may, in its considered wisdom, deem appropriate.

**10.** That the Centre may open a canteen for providing herbal-natural beverages/eatables/medicines to the visitors/customer as per the tariff given in **Annexure-B** of this agreement. It shall be the responsibility of the first party to maintain the cleanliness and hygienic conditions of the items provided for as well as the surroundings of the canteen.

**11.** That the Centre shall charge reasonable fee as given in the **Annexure - C** and cost of medicine and equipments from its customers. The fee and cost chargeable shall be as approved by the Govt. of India. (As listed by National Institute of Naturopathy). The fee and cost of the medicine or equipments not listed otherwise by the National Institute of Naturopathy shall be as per printed price or mutually decided by the Parties. Prices/charges of all the commodities/services provided for by the Centre shall be depicted by the First Party at prominent place within the premises of the Centre.

**12.** Prices/charges of all the commodities/services provided for by the Centre shall be applicable to all entitled persons (all employees of IIT Kanpur and their wards possessing the Health Centre booklet). For non-entitled Indian Nationals the fee shall be two times of that given in the Annexure. For foreign nationals the fee shall be three times.

**13.** The centre may run special courses from time to time, for which announcements shall be made by e-mail/posting on the Notice Boards/news paper advertisement. The cost of giving an advertisement in the news paper shall be borne completely by the first party. For any such course a maximum of 50 % of the seats will be reserved for entitled persons. Also there shall be a 50 % subsidy

on the fee charged. The course shall not run in case the participation from the entitled persons is less than 25 %.

**14.** That the first party shall maintain a visitors' complaint and suggestion register, which shall be monitored by the coordinating committee.

**15.** That in case of any dispute or differences between the Parties, the decision of the Director of the Institute shall be final and binding on the both parties.

**16.** That no new activity shall be undertaken by the Centre without the prior approval of the Director of the Institute.

**17.** That the Institute shall not be responsible directly, indirectly or vicariously in respect of any act, commission or omission committed by the Centre whether on the campus or the repercussion thereof may take elsewhere. It shall be the sole responsibility of the administrator of the Centre to deal with the unforeseen or untoward circumstances arising within the premises of the Centre.

**18.** That under no circumstances, the Institute shall be responsible or answerable for any injury claim, compensation or award of the Court or Statutory Authorities.

**19.** That all taxes imposed by the Central, State Govt. or Local Bodies shall be payable by the First Party.

**20.** That the Institute, in its own discretion, may order shifting of the Centre from one location to another location in the interest of the Institute.

**21.** That all disputes arising out of or in any way connected with the MOU shall be deemed to have arisen in Kanpur and only Courts in Kanpur shall have jurisdiction to determine the same.

In witness whereof the Parties hereto have set there respective hands and signed this Memorandum of Understanding on the day and the year mentioned first.

**Signature of First Party**

**Signature of Second Party**

Witness 1. \_\_\_\_\_

Witness 1. \_\_\_\_\_

Name/Address:

Name/Address:

2. \_\_\_\_\_

2. \_\_\_\_\_

Name/Address:

Name/Address