



# The Yoga Institute

## AGREEMENT

This agreement is executed at Mumbai on the 21<sup>st</sup> day of July, 2019.

### By and between

**The Yoga Institute**, a Charitable Trust registered under the Charity Commissioner, Mumbai having its registered office at Shri. Yogendra Marg, Prabhat Colony, Santacruz (East), Mumbai – 400055 India, through its Asst. Director, **HRISHI JAYADEVA YOGENDRA**, hereinafter referred to as "**First Party**" which expression shall unless repugnant to the context mean and include its successors and assigns of the ONE PART;

AND

SaketGyanpeeth which manages educational institutions having its office at Saket Vidya Nagri Marag, Kalyan (East) through its Secretary, hereinafter referred to as "Second Party" which expression shall unless repugnant to the context mean and include its successors and assigns of the OTHER PART;

### WHEREAS :

- (A) The First Party is a well-known, reputed and world renowned 100 year old Institute of Yoga Learning, Santacruz, Mumbai.
- (B) The Second Party will function as Training Institute for Yoga Training Program.
- (C) The First Party have expressed their interest to associate with the Second Party to achieve their common goal so as to "Facilitate Society with the knowledge of Yoga and Naturopathy, so that everyone can live a better life".



# The Yoga Institute

- (D) The Second Party has also expressed that it will associate with the First Party for providing Yoga Training and Course Certificates of The Yoga Institute to the students enrolled with the Second Party for training at the premises of the Second Part.

## NOW THIS AGREEMENT WITNESSETH THAT :

### 1. SCOPE AND DELIVERABLES

- (A) Second Party will function as Training Institute for Yoga Trainings and will provide teaching place. Yoga Trainings enrollment of students, teacher's training, admissions, entire responsibility of coordination and successful conduction of above shall entirely be responsibility of the First Party,
- (B) The First Party will associate with Second Party for enrolling students/participants, providing Yoga Trainings and Certificates of Yoga Trainings to the students enrolled with the Second Party.
- (C) The First Party will be wholly responsible for complete and exhaustive con-ordination with "The Yoga Institute" for all kinds of related and unrelated activities as required by the Second Party in order to fulfill the conditions and scope of this agreement.
- (D) First Party shall deploy, well qualified and experienced YOGA Teacher & Staff from "The Yoga Institute".
- (E) Second Party shall facilitate with Reception, Cleaning, Security, Library, helping for the Centre.
- (F) Full schedule of the courses is attached herewith as **Annex - I**.
- (G) Second Party shall provide Space for Kriyas like Jalneti.

# The Yoga Institute


- (H) Second Party shall provide Spaces for Audio visual Lecture, presentations, Parisamvads.
- (I) Second Party shall provide Space for regular Asana of about 2000 sqft approximate, one hall.
- (J) Second Party shall provide Class rooms for study and lectures.
- (K) Second Party shall provide Space to conduct camps, classes, session, and meetings.
- (L) Second Party shall provide Storage Space and an Office Room.
- (M) First Party would design & conduct Yoga Programs for the students of Second Party enrolled in its Institute, with basic cost of Teachers, Stationery etc.

## 2. PERIOD OF AGREEMENT

This Agreement shall come into effect from the date of signing by both parties and shall remain valid for a period upto 20<sup>th</sup> July, 2025. This Agreement can be further extended after written mutual Agreement of all the parties.

## 3. PROMOTIONAL MEASURES

Both the parties of this Agreement shall have the right to use each other parties name and logo and no further consent will be required by either party of this Agreement to use the same on its website, other advertisements or communication mediums, till the tenure of this Agreement. However, for any other use, the written consent has to be taken from each other implicitly for the nature of use of the logo.

 Second Party shall provide Space for Prominent Banners / Hoardings / Advertisement Standies in the premises of the Second Party and pat outer façade and Boundary wall for Yoga Centre.



# The Yoga Institute

Newspaper advertisement, brochures distribution should be done for upcoming centre and courses by the First Party.

First Party shall Publish events, articles, photographs, interviews in monthly magazine, Social Media which will be held at the premises of the Second Party.

First Party should update the website of The Yoga Institute as and when necessary for events, results, courses for Yoga entrée situated at the Second Party Premises.

First Party shall mention the address and location for Second Party premises in website & Social Media page of The Yoga Institute.

Second Party should also mention the events and advertisements on their website for The Yoga Institute events.

First Party should arrange for advertisements where ever and whenever possible like Public Spaces, Metro Stations, Temples, Hospitals, Schools, Bus Terminus, etc.

First Party should promote and recommend Second Party premises for Yoga inquiries.

## 4. RENEWAL OF THE AGREEMENT

This Agreement shall be renewed in writing only by mutual consent of all the parties by giving one-month notice to each other by way of written communication.

## 5. TERMINATION OF THE AGREEMENT

This Agreement shall be terminated at the option of each party by giving 1 (One) month written notice without assigning any reason, subject to completion of the ongoing programs, if any. During the notice period all parties should discharge all commitments and performance obligations and ensure all settlements of each other's accounts within the specified time.

## 6. JURISDICTION

 In the event of any dispute or difference at any time towards the all parties shall be governed by Law of India and subject to the exclusive



# The Yoga Institute

jurisdiction of Courts in Mumbai. There is a chance of amicable settlement by referring to the matter to an Arbitrator appointed by the all parties.

## 7. NOTICE

All notice towards the First Party and Second Party should be sent to their registered address, which is prescribed in the First Part of this Agreement.

Hereby mutually agreed to obey the above conditions which is pointed in this Agreement and assign their consent by signing the authorized representatives below :

Signed on this 21<sup>st</sup> Day of July, 2019.

For The Yoga Institute

Assistant Director  
Hishi Jayadeva Yogendra  
(First Party)

For Saket Gyanpeeth

Secretary  
Saket Anil Tiwari  
(Second Party)

Witness : 1.

S. S. PARIKH  
SHAMLESH. PARIKH

Witness : 2.



महाराष्ट्र MAHARASHTRA

2021

ZK 225698

Treasury Allotment Date and No. 02.03.2022 (ZK 225698)	Serial No. 36870 /21 Date 4/3/2022
Nature of Document/Article No.	If Registrable Name of S.R.O.
Whether it is to be Registered	As per the Document
Property Description in brief	
Stamp Purchaser's Name	Saket Gyanpeeth. Kalyan R
If through other person then Name & Address	Subhash Dubey
Name of the other Party	
Stamp Duty Amount	Rs. 100/-
Stamp Purchaser's Signature and Date	Shri Jay R. Birwadkar, Stamp Vendor, Ls. No. 1206030 Kumbhar Chawl, Netivali, Kalyan (E) 421 306 (ph) 0251-2350034



Sub-Treasury Officer  
Kalyan

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून सहा महीन्यात वापरणे बंधनकारक आहे  
2 MAR 2022

**The MoU is effective from the date: 14<sup>th</sup> March, 2022**

**Preamble**

The institutions in MoU are prestigious institutions in higher education and have an expertise in the areas of higher education. They share common areas and that their working on a joint exercise will give an advantage to both the institutions in the areas of academics, education, and research.

The aforesaid institutions are hereafter referred to individually as institute and collectively as institutes  
The East Kalyan Welfare Society's Model College of Science & Commerce, Kalyan (E) hereinafter will be referred to as Model Kalyan and Saket College of Arts, Science & Commerce, Kalyan (E) as Saket.

**Article 1: Objectives**

Both institutions agree to develop the following collaborative activities in the academic areas of mutual interests on a basic of equality and reciprocity.

The two institutions shall seek to promote:

### **A. Faculty/Staff exchange**

1. The exchange of faculty to mutual benefits of both institutions.
2. Collaborations in teaching, research and development, and consultancy studies in the field of mutual interest.
3. Exchange of academic materials and publications.
4. Conducting lectures.
5. Undertaking research.
6. Attachment of staff for the purpose of curriculum development and its review, attendance of course, upgrading of teaching and research skills.
7. Participation in seminars, symposium, and other types of academic discussions.
8. Co-supervision of post graduate students.
9. Conducting joint tours and joint consultancy works.
10. Any other specific academic or related work which institutes decide.

A specific plan will be worked out of each activity: setting forth detailed arrangements for collaboration will be agreed. Terms, conditions for each visit or assignment of such exchange, including those concerning food, expenses and arrangements will be decided advance.

### **B. Staff Exchanges:**

- I. Short term faculty development / study programs for specific administrative /library staff may be arranged in case of expertise available by the host institution.
- II. Joint Research paper and creation literature can be done.

### **C. Other Areas:**

- I. Exchange information on research and other programs
- II. Creation of learning materials and relevant literature
- III. Short term teaching programs (FDP)
- IV. Conferences /seminars /symposia/workshops for a purpose can be worked out.
- V. New areas can be decided.

For every activity decided a separate event-based document is prepared for that specific event/events.

### **Article 2: Coordination**

Each institution shall appoint one member of its teaching faculty to coordinate the program on its behalf. Further a coordination committee will be prepared to conduct the event successfully at the respective host institutions. A report of the program will be handed over by the host institution to the home institution.

Any publication regarding the intellectual property shall be possible with prior written consent of both institutes, such consent not to be unreasonably withheld.

### **Article 3: Confidentiality**

In case of research related / specific purpose related activities necessary confidentiality would be followed.

### **Article 4: Intellectual Property Rights**

Ownership of any intellectual property (including not just confidential information, know how, copy rights, rights relating to computer software, and any other developed jointly during the course of this MoU shall be vested in both institutes to the Memorandum.

In case of commercialization or in case of publications a prior written consent would be necessary. In case of any revenue sharing the prior permissions and consent would be important.

### Article 5: Validity

The MoU shall remain valid from five years of commencement of the effective date.

### Article: 6 Termination

Either institute can terminate the contract with two months prior intimation in writing. The contract cannot abruptly end when the sharing is in progress. The contract can be extended with mutual consent.

### Article 7: Amendments/Modifications

The MoU can be amended and modified with mutual consent and a written agreement signed by the representative of both institutes.

### Article 8: Adherence to the laws

The participating institutes will adhere to the laws of the memorandum. Laws of the governing Universities and institutions would also be counted.

### Article 9: Dispute resolution

In case of any dispute relating to academic programs, Principal Mr. K. S. Brahmavale and Principal Prof.(Dr.) Vasant Barhate will resolve the dispute the spirit of independence, mutual respect, and shared responsibility.

Signed For:



Mr. K.S. Brahmavale

o/c.Principal

Model College of Science & Commerce Kalyan (E)

Date- 14/03/22

Signed For:



Prof. (Dr.) Vasant. Barhate

Principal

Saket College of Arts, Science & Commerce,  
Kalyan East

Date- 14/03/2022