

40

## MEMORANDUM OF UNDERSTANDING

BETWEEN

DAYANAND COLLEGE, HISAR

AND

PRAVEEN YOGA ACADEMY

“PRAVEEN YOGA ACADEMY” registered under “MTC CODE EB22NOV1856” & “YOGA ALLIANCE USA, RYS 180156” having its registered office at H.T.M Colony, Ho. No 157, Azad Nagar, Hisar, Haryana. Helpline No : 09306018704. Through its Foundation Chairman PRAVEEN KUMAR VERMA here in after referred to as “RGF”(which expression shall, unless repugnant to the context thereof mean and include its successors and assigns) of the first part

AND

Dayanand College, Hisar, a premier co-educational institute of knowledge since 1950 “DNC” (which expression shall, unless repugnant to the context thereof mean and include its successors and assigns) of the first part. With dynamism, innovational life of students as its singular aim, the college has gradually grown from strength to strength to gain the reputation of one of the best colleges of Haryana. The Quality Education imparted from here forms the core of all educational endeavors to steer the student’s destiny to an enviable destination.

### **WHEREAS:**

The parties confirm their intentions in good faith as follow:-

#### **1. Objectives of MoU:**

- a) To develop the Yoga Culture.
- b) To promote & bring awareness about Yoga.
- c) To organize various events like Yoga marathon and to honor the Yogis Personality/persons/Champion/ Teachers.

#### **2. Proposed Modes of Collaboration.**

- a) Cooperation and promotion of Yoga education to the students of Physical Education and sports.
- b) Training and competition of students.
- c) Participation in Yoga Competition and Camps.

Page 1 of 3

Director  
Praveen Yoga Academy  
Hisar, HRY, India.

Principal  
Dayanand College,  
HISAR  
Principal  
Dayanand College  
HISAR



**3. Term and Conditions :**

- a) Both the collaborating institute will provide opportunity to UG/PG students to conduct training in their playgrounds.
- b) DNC, Hisar will announce the information of medals through different communication medium (College Website and notices).

There will be a discussion on the financials involved before any event. However , the college shall not be responsible for any financial expenditure.

**4. Confidentiality and Non-disclosure:**

- a) A Party in receipt of confidential information from the other Party must not use or disclose the other party's confidential information without that other Party's prior written consent other than:
  - (1) For the purposes of carrying out this MOU , provide any disclosure is only to such of the receiving party's personnel who need to know and who are made subject to the confidentiality requirements of this MOU; or
  - (2) As required by law.
- b) Any public announcement in relation to this MOU should be made only after informing the other party.
- c) Confidential information means (a) the subject and terms of this MOU and (b) all information (in whatever form) disclosed by one party to the other, whatever before or after the date of this MOU but excludes information which (1) is or becomes public knowledge other than through a breach of this MOU (2) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawfully possession prior to disclosure or (3) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential.

**5. Duration of MoU:**

- a) The duration of MOU will be from 16.05.2023 to 15.05.2028.
- b) Both the parties may extend the duration after 15.05.2028 with mutual consent.

**6. Coordinators:**

Both institutes will designate person(s) who shall be responsible for co-ordination and implementation of this agreement.

**7. Signed in Duplicate:**

The MoU shall be executed in duplicate with each copy being an official version and having equal legal validity. By signing below, acting by their duly authorized officer, have caused this Memorandum of understanding to be executed, effective as of the day and year first above written.

**8. Nonexclusivity**

This MoU is non-exclusive and the parties are free to enter into MoU/Agreements with other parties covering collaboration and co-operation within the scope of this MoU.


**9. Governing Law**

This MOU shall be governed by and construed in accordance with the laws in India. Without prejudice to any other binding agreement between the parties, any disputes arising out of this MOU shall be amicably resolved by negotiation between the parties. In case of dispute not resolved amicably within 30 days of occur of the dispute then same shall be referred to arbitration of one arbitrator if agreed upon and if not to three arbitrators, one to be appointed by each party and the third to be appointed be the said two arbitrator and the arbitration will be governed by the Arbitration and conciliation Act, 1996. The place for arbitration shall be at Hisar (Haryana) and language shall be in English.



Director  
Praveen Yoga Academy  
Hisar, HRY, India

Page 2 of 3




Principal  
Dayanand College.  
HISAR  
Principal  
Dayanand College  
HISAR

IN WITNESS WHEREOF, the Parties hereof have executed this Memorandum of Understanding (MOU) to be signed in their respective names as on the 30 day of May 2023.

Name and Address of the First Party


Name and Address of the Second Party


  
**Principal**  
Dr. Dayanand College,  
Principal HISAR  
Dayanand College,  
Hisar


  
Sh. Praveen Kumar Verma  
Chairman,  
Praveen Yoga Academy  
Hisar Hisar, HRY, India

Witness

Witness

  
Smt. Surjeet Kaur  
HOD, Physical Education,  
Dayanand College,  
Hisar

  
Yogini Suman Verma,  
Yoga Teacher,  
Praveen Yoga Academy, Hisar

  
**Principal**  
Dayanand College,  
HISAR