

Memorandum of Understanding

This Memorandum of Understanding ("MoU") is made on the ^{9th}.....day of February, 2023 at New Delhi:

BETWEEN

Morarji Desai National Institute of Yoga, a leading institute under Ministry of AYUSH, Government of India, having its registered Office at 68, Ashok Road, Near Gole Dak Khana, New Delhi -110001. (Hereinafter referred to as "MDNIY", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **Dr. I. V. Basavaraddi, Director as FIRST PARTY.**

AND

Central Government Health Scheme (CGHS), a Department under the Directorate of Health Services, Ministry of Health & Family Welfare, Govt. of India and having its office at Nirman Bhawan, New Delhi and running Dispensaries and Hospitals for the health of Govt. Employees all over the country (hereinafter referred as **CGHS**), which expression unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **Dr. Anjana Rajkumar, Director as SECOND PARTY.**

MDNIY and CGHS are hereinafter jointly referred to as the "Parties" and singularly as "Party".

Whereas

Morarji Desai National Institute of Yoga (MDNIY) is an autonomous organization under Ministry of AYUSH, Government of India. MDNIY is a focal Institute for Planning, Training, Promotion and Coordination of Yoga Education, Training, Therapy and Research in all its aspects. MDNIY has been designated as a WHO-CC for Traditional Medicine (Yoga) from April, 2013 and serving as a Yoga resource centre for information exchange on Yoga within the country and for other countries, assisting and working with WHO in developing standards for promoting rational use of Yoga. MDNIY aims to promote deeper understanding of Yoga philosophy and practices based on classical Yoga amongst people. The main Vision and Mission of the Institute is "Health, Harmony and Happiness for all through Yoga". Yoga, as union, implies perfect harmony of body and mind. It implies the harmonious integration of personality. MDNIY conducts Post Graduate Under-Graduate, Diploma for graduates and Certificate courses. Along with these MDNIY also conducts Foundation courses at MDNIY campus as well as in its peripheral centres. MDNIY has its own OPD for therapeutic treatment through yoga. MDNIY also conducts certificate courses for special interest group such as Paramilitary Forces and Delhi Police. Apart from these academic activities, MDNIY organize Orientation lecture, Workshops, Seminars, International Yoga Fest, to popularize, promote Yoga to more peoples. MDNIY play a vital role in International Yoga Day to popularize, promote Yoga among the people.

I. V. Basavaraddi

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Anjana Rajkumar

Whereas

For the last six decades Central Government Health Scheme is providing comprehensive medical care to the Central Government employees and pensioners enrolled under the scheme. In fact CGHS caters to the healthcare needs of eligible beneficiaries covering all four pillars of democratic set up in India namely Legislature, Judiciary, Executive and Press. CGHS is the model Health care facility provider for Central Government employees & Pensioners and is unique of its kind due to the large volume of beneficiary base, and open ended generous approach of providing health care.

Presently approximately 41 lakh beneficiaries are covered by CGHS in 75 cities all over India and the endeavour is to include more cities to improve the accessibility of the services.

CGHS provides health care through Allopathic and AYUSH (Ayurveda, Yoga & Naturopathy, Unani, Siddha and Homeopathy) systems of Medicine

Now, therefore, this MoU witnesses and the Parties agree as under:

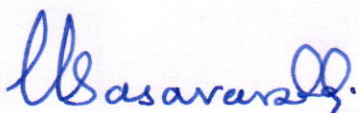
Article I: Principle of Cooperation

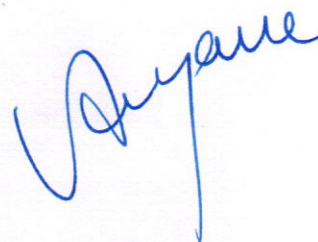
MDNIY, New Delhi and CGHS, agree to run Preventive Health care Unit of Yoga in CGHS Wellness Centres in Delhi and NCR under the principles of mutual understanding, common interest and mutually complementary other activities:

Article II: Areas of Cooperation

1. RESPONSIBILITIES/ ROLE OF MDNIY

- 1.1 The MDNIY will bear the minimum expenses like providing the Yoga Mat/Carpet for yoga session and yoga awareness IEC materials i.e., pamphlets, posters and any other items required to run the unit effectively.
- 1.2 The MDNIY shall engage suitable Yoga staff for the smooth running of Preventive Health Care Unit of Yoga in the Wellness Centre. The MDNIY will pay the remuneration and other allowances to the Yoga staff engaged by them. Considering the purely temporary nature and fixed period of the programme, which may be extended from time to time by the approval of competent authority, all manpower appointments made shall be purely contractual and only up to the maximum period of the project/ scheme and their services shall terminate with the end of the project/ scheme. None of the exclusive programme executives/officials shall have any rights to claim for regularization of their services either with MDNIY or CGHS.
- 1.3 The MDNIY will oversee that the specified programmes of Preventive Health Care Unit of Yoga will run smoothly without any hardship to the CGHS/ Wellness Centre.



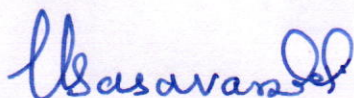


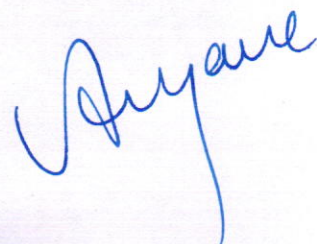
2. RESPONSIBILITIES/ ROLE OF CGHS.

- 2.1 The CGHS/ Wellness Centre will provide the space for one Yoga Hall and more, if required, for running the specified programme effectively.
- 2.2 The CGHS/ Wellness Centre will be responsible for the maintenance of the space provided by them for the Preventive Health Care Unit of Yoga including electrical fittings, furniture and fixtures and housekeeping as well as security. The water and electricity charges shall also be borne by the CGHS Wellness Centre.
- 2.3 The CGHS/ Wellness Centre will provide the available infrastructure including Lab facility and the technical manpower at their Wellness Centre for the conduct of any lab tests for patients coming to the Preventive Health Care Unit of Yoga (if facility available) on terms and conditions mutually agreed by both the parties.
- 2.4 The CGHS/ Wellness Centre will make necessary arrangements for referring the patients for the Preventive Health Care Unit of Yoga
- 2.5 All the equipment's including furniture and fixtures provided for the project shall be the exclusive property of the CGHS. Such properties shall be returned in working condition subject to fair wear and tear. In case any of the furniture/ fixture become unusable or unserviceable during the course of the project, the MDNIY will be responsible for maintenance or replacement of the same as the case may be.
- 2.6 The personnel of MDNIY shall have the right of ingress and outgress admission in the Wellness Centre premises as and when required during the working hours of the Wellness Centre.

Article III: MODALITIES OF IMPLEMENTATION

1. There shall be a Monitoring Committee which will be constituted by comprising the members from the MDNIY and CGHS/ Wellness Centre. This Committee will be responsible for overall implementation, direction and monitoring of the proposed arrangement and programmes.
2. The Monitoring Committee would comprise of following members:
 - a. Director, CGHS
 - b. Director, MDNIY
 - c. Joint Director (AYUSH), CGHS
 - d. Nodal Officer, CGHS
 - e. Nodal Officer, MDNIY
3. The Director, CGHS may chair the meetings. DG, CGHS is the reviewing officer of the project/scheme.
4. Three to four Members may be co-opted to the Committee as per the need.





Article IV: Financial Obligation

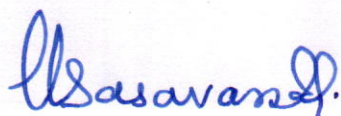
1. Financial implication for engagement of Yoga manpower in the Preventive Health Care Units of Yoga in CGHS Wellness Centres will be borne by the MDNIY.

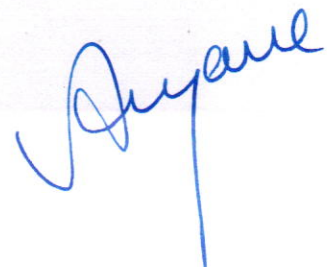
Article V: Duration and Termination of the MoU

1. This MoU is effective as of the date of signatures by the Authorities of MDNIY and CGHS.
2. This MoU is valid from the Date of execution by the Parties and shall remain in effect initially for FIVE YEARS, and thereafter can be renewed. The renewal of the project shall be subject to the review of the project by the Monitoring Committee and with the approval of the competent authority of CGHS and MDNIY.
3. This MoU may be amended at any time by written mutual consent.
4. This MoU may be terminated by either party by the provision of written notice of termination not less than three (3) months prior to the desired termination date.
5. In case any dispute arises between the parties with respect to the MoU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by any party hereto had been legitimate, both the parties shall endeavour to settle such dispute amicably. In case of failure to reach an amicable settlement, the MoU will be discontinued with the consent of both the parties within a period of three months.

Article VI: Miscellaneous

1. If any provision of this Memorandum is held by any court or other competent authority to be illegal, void or enforceable in whole or in part, this Memorandum shall continue to be valid as to the other provisions therefore and the remainder of the effected provision.
2. Nothing in this MoU constitutes or to be construed a party as the partner, agent employee or representative of the other party. A party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligation on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.
3. Data generated through collaborative research, if any, will be published in scientific journals jointly.
4. Any IPR generated by collaborative research will be shared jointly.





IN WITNESS Whereof the parties hereto have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

<p>For MORARJI DESAI NATIONAL INSTITUTE OF YOGA</p> <p><i>Basavaraddi 9.2.2023</i></p> <p>Dr. ISHWAR V. BASAVARADDI DIRECTOR</p>	<p>For CENTRAL GOVERNMENT HEALTH SCHEME</p> <p><i>Anjana</i></p> <p>Dr. ANJANA RAJKUMAR DIRECTOR (CGHS)</p>
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Witnesses:

1. *Ishwar*
(Dr. I.N. ACHARYA)

Anjana
9/2/23
Dr. UTTERA SETHI

2. *Pratim*
(Pratim Kumar Prasad)

Pratim
9/2/23
(Dr. Anil M. Dhillon)