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## Memorandum of Understanding

- 1) **Ghanshyamdas Saraf College**, Hereinafter referred to as GSC, Malad is an educational institution affiliated to the Mumbai University.
- 2) As per the New Education Policy Hereinafter referred to as NEP, being implemented by the Government of India, Knowledge and awareness on the ancient Indian tradition of Yog is proposed to be spread in the society starting from basic Yoga Training to the students of various educational institutions.
- 3) GSC has proposed to implement the NEP of the Government of India.
- 4) As per the university Guidelines on NEP and for various extracurricular activities credits / marks can be awarded to the eligible students only after training on the particular subject /project is completed for a minimum of 30 hours and a Certificate is obtained from any recognised institution giving such training.
- 5) To start with, the college will be providing the Training in Yoga to about 1400 students of F.Y. B.com.
- 6) The college has identified an Open space of about 40 ft \* 40 ft. in their premises which may be sufficient to accommodate about 70 students at a time, as per norms.
- 7) The college is in need of a tie up arrangements with any Government recognised Yoga Training Institute for providing the Training on basic yoga course for the students of their college.
- 8) Whereas **Shri Ambika Yog Kutir**, hereinafter referred to as **SAYK** is an old and reputed Organization, Having Head Office in Thane; Maharashtra.
- 9) SAYK is duly registered and recognised by YCB of the AYUSH Ministry Govt. of India as a leading Yoga institute. Accordingly, SAYK is duly authorised to conduct teaching and evaluation of the Yoga Courses designed and approved by the YCB.
- 10) SAYK also provides the basic Yoga Training, free of any costs, at more than 90 branches in India and Abroad, to the yoga aspirants through a course called Trayamasik Yoga Course, popularly known as "Swasthya yoga", which is designed and developed by the founder of SAYK, Parampoojya Hatha-yogi Shri Nikam Guruji.
- 11) The Basic Yog Course training sessions are completed in 12. Sundays, each session is of the duration of 2 to 2.30 hours at the various centres of SAYK.
- 12) SAYK is supported by hundreds of well experienced, qualified and trained Yoga instructors and teachers. Lady teachers are available for training to women yoga Sadhakas.
- 13) Considering the need of GSC to provide basic Yoga Training to its students and also availability of established centres of SAYK spread all over the Mumbai City and Suburbs up to Virar, GSC has requested SAYK to enrol the students of the college for the Basic Yoga Training at various centres of SAYK.



*D. S. Prasad*

*Ashwath*



In view of the foregoing, it is mutually agreed by and between the two institutions viz GSC Malad and SAYK Thane to execute a formal MOU in writing, on the terms and conditions more Specifically mentioned hereunder:

This Memorandum of Understanding (MOU) is made and entered into on the -----  
-- January 2024 ("Effective Date")

BETWEEN

**Shri Ambika Yog Kutir** having its office at B.K. Mills compound, Meenatai Thackeray Chowk, LBS Road, Thane, 400 601, a Registered Public Charitable Trust and a Leading Yoga Institute accredited by Yoga Certification Board, Ministry of AYUSH, Govt. of India (Certificate No YCB/19/LY/000009)

(hereinafter referred to as '**SAYK**'), of the First Part;

AND

**Ghanshyamdas Saraf College;** Malad, founded in 1983 is a college permanently affiliated to University of Mumbai and is run by Rajasthani Sammelan, registered under the Societies Act and Maharashtra Public Trust Act having its registered office at RSET Campus, S.V Road Malad, (hereinafter referred to as [**GSC**], through their authorised signatory which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assigned, of the Second Part;

- 1) GSC has submitted a formal written request to SAYK Thane to provide Basic Yoga Training to the Students of their college at various centres of SAYK from Vile Parle to Virar.
- 2) SAYK will share the details of various centres of SAYK to the college. (also available on the website of SAYK) Such as place and address of the centre, name and contact details of the concerned persons of the centres, capacity of each centre to accommodate the maximum number of students in a single batch of Yoga training, date and timings of starting a new Batch for fresh basic Yoga training class at a particular Yoga training Centre.
- 3) The college will compile and provide the data of students such as Choice of a student for a particular Yoga training centre preferably near the residence of the students.

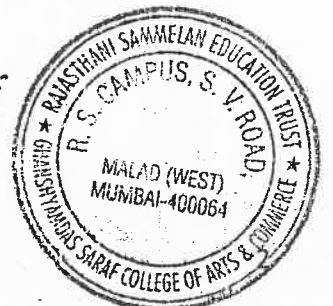
The interested students can contact the respective Yoga Training Centre to enrol their names for the particular Yoga training Batch by submitting the required admission form in physical or electronic format. The students must abide by the rules and regulations of SAYK.

- 5) SAYK will conduct a free of cost Training on basic Yogabhyas (Syllabus of the course is as given in the annexure A to the MOU) for 12 Sundays for a minimum period of 2 hr. and 30 minutes on each Sunday. Ensuring that the basic yoga course Training is given to the students for total of 30 hours in each batch including lectures and practical. The students are expected to practice daily at home, the yogic kriyas they have learnt from the teachers of SAYK.
- 6) Each Centre of SAYK will keep a record of enrolment and attendance of the students in Physical format or in any electronic mode.



*D.S. Ranade*

*Arshwade*

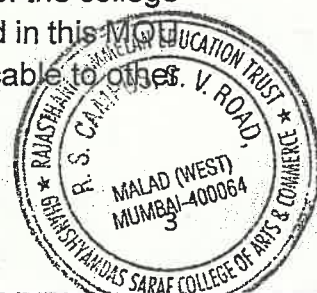


- 7) Certificate on completion of the Basic Yoga Course: A Certificate will be issued by SAYK to the students who have attended minimum 10 out of 12 yoga sessions on completion of the particular Yoga training Batch of that centre.  
The certificate in the format of SAYK which may be signed by the Secretary of SAYK.
- 8) No written or practical exam would be conducted by the centre for awarding the Certificate after completion of the yoga training however required minimum attendance is compulsory and satisfactory performance during the training sessions by the Sadhaka will be observed by the teachers.
- 9) The main purpose of this arrangement is to impart a well organised training on basic Yogabhyas to the students of the college by the expert, qualified and experienced yoga teachers through a well-established and Govt. recognised and authorised Yoga training institute. Bringing awareness and basic knowledge of Yoga among the students to fulfil the requirements of the NEP.
- 10) In addition to the various centres of SAYK available, the college proposes to identify a suitable place in their college premises which may be specifically used only for the students of the college for the Yoga Classes.
- 11) SAYK will provide sufficient number of trained yoga teachers at centre in the college premises to accommodate a greater number of students especially girls. Involvement of the teaching staff of the college is expected in smooth conduct of the classes at the centre. GSC will provide the necessary infrastructure/materials required for conducting the Yoga Training Class.
- 12) The college will nominate a suitable teacher to coordinate with various centres for registration, providing data and issuance of the certificates to the students, on completion of a particular batch at a centre.
- 13) Any dispute with respect to admission, attendance, and issue of Certificate on completion of the Course may be resolved amicably by and between the parties.
- 14) It will be the sole discretion of the college to award the marks/ credit to the students. SAYK will be responsible only for proper conduct of the yoga training and issue Certificate to each student who has satisfactorily completed the training. The successful completion of the training will be judged strictly on the basis of the attendance and satisfactory performance by each student in a particular yoga batch.
- 15) The decision taken jointly by the Principal/ Vice principal of the college and the Sanchalak / Coordinator of the particular Yoga training centre will be final and binding on all the parties.
- 16) SAYK may collect feedback from the students to assess the quality of the training and its effect on the students' physical and mental wellness. Which may be shared with the college for their information.
- 17) SAYK reserves its rights to enrol any yoga aspirants other than the students of the college, in a particular Yoga training Batch in addition to the students of the college at the training centre of SAYK. The terms and conditions as mentioned in this MOU are applicable to the students of Saraf College and may not be applicable to other yoga Sadhakas.



*D. Shanade*

*Ashwatdesi*





18) SAYK or any of its Yog teachers and assistants will not be held responsible, either jointly or individually, for any harm, injury to any student while performing yoga at the centre or at any other place.

19) During the course of imparting the training by the yoga instructors of SAYK and performance of various yoga postures by the yoga students, the management / instructors of SAYK should not be held responsible for any remark or action or charge coming under the purview of sexual harassment by the students and or GSC.

20) Disciplinary action may be taken against any disobedient student for not adhering to the rules and regulations of this MOU as well as that of SAYK. Such students may be debarred from attending to the Yoga sessions. The decision of the Sanchalak of that particular centre of SAYK will be final and binding on all.

### Other Covenants:

#### 1) Relationship between the Parties:

Nothing in this MOU shall be construed to make either Party a partner, an agent or legal representative of the other for any purpose.

The Parties hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreement or arrangement with any third party without reference to the other Party.

#### 2) Consideration:

Both Parties hereby agree that this is a non-financial arrangement between the Parties and neither Party is liable to pay the other or be paid for the activities being carried out under this MOU.

#### 3) Term and Duration of the MOU:

This MOU shall come into force on the date of its signing by the authorized representatives of the Parties hereto and shall remain in force for a period of 2 (two) academic years (up to 30th April, 2025) and thereafter, it may be renewed with mutual consent of the Parties in writing either wholly or partially.

#### Termination:

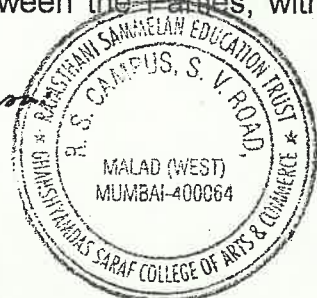
Either Party may terminate this MOU for breach of any terms and conditions of this MOU by giving 30 (thirty) days' prior written notice (subject to completion of course) of its intent to terminate this MOU to the other Party.

All obligations of the Parties shall deem to continue till the completion of the program/course commenced in event of an earlier termination.

#### 5) Dispute Resolution:

Any difference or dispute arisen between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation and/or negotiation between the Parties, without recourse to any third party.

*Ashwath*



6) Confidentiality:

Each Party agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the disclosing Party. The confidentiality obligations of both Parties contained in this clause shall remain binding on both Parties during the term and for a period of one (1) year after completion or termination of this MOU, regardless of the cause of such termination. Each Party shall understand to observe the confidentiality and secrecy of documents, information and other data received from or given to the other Party during the period of the implementation of this MOU or any other arrangements made pursuant thereto.

7) Intellectual Property:

Each Party shall retain exclusive interest in and ownership of its Intellectual Property developed before this MOU or developed outside the scope of this MOU. The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations in force from time to time.

Each Party may use trademark and device mark of the other Party for the purposes of this MOU with the prior written approval of other Party.

8) Indemnity

GSC will indemnify and hold SAYK harmless against any claim, action, demand, loss, damage, cost, expense, liability or penalty arising out of any act, failure to act, omission or decision by GSC or employee of GSC or its students.

9) Contacts:

Each Party hereby designates and appoints its representative with overall responsibility for implementing this MOU.

Single Point of contact from SAYK will be

Name: Shri. Uday Ghanekar

Mobile Number: ) 9869356289 2) 8928345126

Email: Email: udaymg@hotmail.com

Single Point of contact from GSC will be:

Prof Sonali Khade in his/her capacity as Assistant Professor.

Her Mobile Number is 1)9869032451 2)7045523957

Her mail i.d. is sonali.khade@sarafcollege.org

10) Notice:

The Parties may, by written notice to the other Party, designate additional or different person as Point of contact but the Parties expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this MOU.

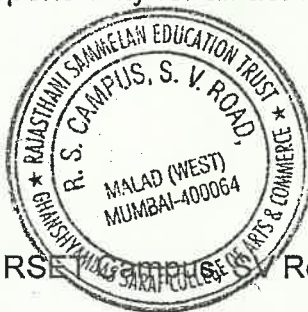
For GSC:

Name: Dr (CA) Ashwat Desai

Designation: Principal

Address: Ghanshyamdas Saraf College, RSE Campus, S.V. Road, Malad West, Mumbai 400 064

Email: ashwat.desai@sarafcollege.org Mobile Number: 9321153535



*Ashwat Desai*

For SAYK:

Name: Shri Dinesh Ranade

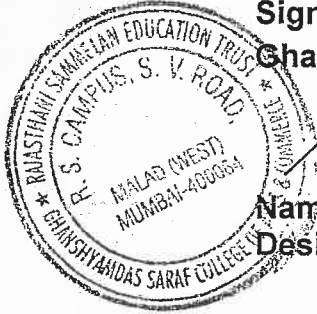
Address: 504, Marathon Onyx Cross,

Email: dineshranade@gmail.com

Designation: Trustee of SAYK

Devidayal road, Mulund Mumbai 400 080

Mobile Number: 9820606961



Signed for and on behalf of:  
Chanshyamdas Saraf College

*Ashwat Desai*

Name: DR (CA) Ashwat Desai  
Designation: Principal

Witness 1:

*Jayant Apte*

Name: *Dr Jayant Apte*  
Designation:  
*Director - Education.*

Witness 2:

*Sonali Khade*

Name: Sonali Khade  
Designation: Asst. Prof.

Signed for and on behalf of  
Shri Ambika Yog Kutir - Thane

*D.S. Ranade*

Name: Shri Dinesh Ranade  
Designation: Trustee (Treasurer)



Witness 1:

Name:  
Designation:

Witness 2:

Name:  
Designation: