



# MEMORANDUM OF UNDERSTANDING

#### Between

National Institute of Electronics & Information Technology ('NIELIT')

#### And

# Central Council for Research in Yoga & Naturopathy (CCRYN)

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on day of the month general and year 3025 at New Delhi.

### BY AND BETWEEN

The National Institute of Electronics & Information Technology is an autonomous scientific society under the administrative control of Ministry of Electronics & Information Technology ('Meity'), Government of India, having its office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, hereinafter Called "NIELIT", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the FIRST PARTY.

#### **AND**

Central Council for Research in Yoga & Naturopathy is an autonomous organization under the Ministry of Ayush, Government of India, having its office at 61-65, Institutional Area, Opp. D Block, Janakpuri, New Delhi – 110058, hereinafter Called "CCRYN", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the SECOND PARTY.

**NIELIT and CCRYN** are hereinafter collectively referred to as the "the Parties" and individually as "the Party".

WHEREAS, NIELIT is set up to carry out human resource development and related activities in the field of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both formal & non-formal education in the area of IECT besides development of industry-oriented quality education and training programs in the state-of-the-art technologies.

WHEREAS, CCRYN aims to promote the research, propagation of knowledge, and scientific study of Yoga and Naturopathy for the prevention, treatment, and overall well-being of people. It works to integrate traditional Yoga and Naturopathy principles with modern healthcare through scientific research, develop skilled manpower in the field, and increase public access to affordable, standardized Yoga and Naturopathy healthcare services.

AND, WHEREAS, both the Parties have held discussions and have agreed for collaboration with the purpose of synergizing their mutual strengths in public interest and to deliver a larger good for the society.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

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1. **OBJECTIVE OF THE COLLABORATION:** To leverage the expertise of NIELIT in Information Technology (IT), Electronics, and Skill Development with CCRYN's strengths in Yoga and Naturopathy research and training to develop innovative solutions, joint projects, digital platforms, and capacity-building programs for holistic health and wellness.

## 2. UNDERSTANDING AND COLLABORATION POINTS:

- a) NIELIT and CCRYN shall collaborate on creating digital platforms for Yoga and Naturopathy services, including teleconsultation systems, mobile applications, and e-portals.
- b) NIELIT and CCRYN shall collaborate to establish a centralized digital archive to store and disseminate research papers, case studies, training materials, and publications related to Yoga and Naturopathy. In addition, a dedicated dashboard shall be developed to showcase CCRYN's research activities, ongoing projects, and published works.
- c) NIELIT and CCRYN shall jointly design and implement certification programs in key areas such as Digital Health, Yoga Informatics, and Health IT, targeting both students and professionals. Furthermore, the collaboration will focus on capacity building through the development of Master Trainers to ensure long-term sustainability of these initiatives.
- d) NIELIT and CCRYN shall organize digital literacy and IT skill development workshops for CCRYN staff, affiliated practitioners, and institutions.
- e) NIELIT and CCRYN shall undertake joint R&D projects that integrate Information Technology, Artificial Intelligence, Machine Learning, and data analytics with Yoga and Naturopathy practices.
- f) NIELIT and CCRYN shall Co-organize public awareness initiatives such as workshops, conferences, and webinars to promote digital wellness, Yoga, and Naturopathy.
- g) NIELIT and CCRYN shall design and deploy Management Information Systems (MIS) and digital dashboards to monitor and evaluate the impact and outreach of Yoga and Naturopathy programs.
- h) NIELIT and CCRYN shall create and distribute e-learning courses and Massive Open Online Courses (MOOCs) in the areas of Yoga, Naturopathy, and Digital Health.

#### 3. ROLES AND RESPONSIBILITIES OF NIELIT:

- a) Nominate experts/trainers for joint training programs and research initiatives.
- b) Provide technical expertise in areas like AI, data analytics, cybersecurity, etc.
- c) Cobranding, Support & mentorship for innovations to CCRYN's centres and hospitals also knowledge partner for Yoga-tech challenge.

#### 4. ROLES AND RESPONSIBILITIES OF CCRYN:

- a) Nominate experts/trainers for joint training programs and research initiatives.
- b) Provide domain expertise in Yoga and Naturopathy.
- c) Conduct clinical evaluations and field testing of technologies or incubated startup in associated hospital settings.
- 5. IMPLEMENTATION PROCESS: NIELIT and CCRYN will identify their respective nodal officers to define framework, including feedback process and coordinate this initiative. Both the Parties may also form a sub-committee to deliberate upon the implementation methodology and to guide and monitor the progress of implementation of the MoU.
- 6. ADDENDUM FOR OTHER PROJECTS: If the Parties envisage any project requiring payment of fees, then both Parties will sign separate addendums on project-to-project basis. Which will be subject to approval from the Scientific Advisory Committee, Institutional Financial Committee and Governing Body committee of CCRYN and likewise the approval bodies in NIELIT.

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- 7. **TERM OF THE MoU:** The MoU shall be effective from the date of execution and shall remain in-force for a period of Five (5) years unless terminated earlier in accordance with this MoU or completion of the obligations mentioned under this MoU.
- 8. EXTENSION OF THE MoU: Based on mutual discussions about the work completed during the term of this MoU, any additional opportunities can be included and the extension will be finalized after signing a separate addendum for such additional activities within the broader scope of this MoU.
- 9. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
- 10. OBLIGATION OF THE PARTIES: The parties agree to display NIELIT and CCRYN logos, in relation to a project-on-project site, its resource materials, annual report(s), newsletters, certificates and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not violated. Both the Parties shall exercise reasonable skill, care and diligence in the performance of their respective obligations under this MoU. NIELIT and CCRYN shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately. There will be no financial obligations of either party to the other unless otherwise specified in the collaborative projects.
- 11. TERMINATION: Each Party has the right to terminate this MoU by giving 90 days advance notice to the other Party or on a mutually agreeable basis. Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this MoU will not compromise or discriminate against any of the activities undertaken.

# 12. OTHER TERMS & CONDITIONS:

**Amendment**: The MoU shall be amended only by written mutual consent of both the Parties to the MoU.

**No Relationship:** Nothing in this MoU shall constitute or be deemed to constitute a partnership between the Parties, nor render one the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority to assume, create or have the power to bind the other Party to contract or create any liability or obligation, expressed or implied, against, in the name of, or on behalf of another Party.

Force Majeure: A Party shall be excused from performing its obligations under this MoU to the extent its performance is delayed or prevented by a Force Majeure Event, provided that the affected Party promptly notifies the other of the occurrence of a Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of God, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MoU with immediate effect, subject to fulfilling its outstanding obligations to ensure that the candidates undergoing such training programs are not impacted by termination of this MoU.

**Notices:** All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) or other electronic transmission service such as E-Mail, provided a confirmation copy is also sent no later than the next business day as in (i), or

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confirmation of receipt is received, or (ii) the date of receipt by any other means of delivery.

The address for service of notice to the respective Parties is as given below:

#### NIELIT

NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, NewDelhi-110077

## **CCRYN**

61-65, Institutional Area, Opp. D Block, Janakpuri, New Delhi–110058

Either Party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The Parties may also later decide upon sharing each other's email ID for such notices etc.

## 13. CONFIDENTIALITY:

The Parties shall keep all data or information disclosed by each other in connection with this MoU, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each party must intimate the other party of such disclosure at least Three (3) days before submitting the information to the statutory bodies. The Parties shall not during or after one year of the termination of the MoU disclose to any third party any confidential information arising from the MoU (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other Party.

For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative, personal identification information, business or technical matters of both Parties.

# 14. INTELLECTUAL PROPERTY RIGHTS (IPR):

- 1. Research results and study materials (e.g., reports, articles, or publications) may be exchanged freely, subject to mutually agreed IPR terms.
- 2. Intellectual Property (IP) solely created by either Party during this MoU shall remain the property of that Party.
- 3. Jointly developed IP shall be co-owned and used based on terms mutually agreed in good faith.

Both Parties shall acknowledge each other appropriately in any publication or presentation arising from joint efforts under this MoU, unless otherwise agreed in writing.

# 15. GOVERNING LAW AND DISPUTE RESOLUTION:

15.1 The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes

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to the notice of the applicable Party. Any dispute between NIELIT and CCRYN in connection with this MoU shall be referred to the designated officials of NIELIT and CCRYN for mutual discussions and negotiations.

15.2 If no settlement can be reached through mutual discussions and negotiations within 15 days or if both the Parties fail to agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either Party from the other Party, then either Party can approach the court, by way of filing a petition under Section 11 of the Arbitration and Conciliation Act, 1996 and seek the appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- i. The arbitration proceedings shall be conducted in English;
- ii. The place of arbitration shall be at Delhi;
- iii. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- iv. The costs of arbitration shall be borne as determined in the arbitration award;
- v. The decision of the arbitrator(s) shall be final and binding on the Parties.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as on the date first written above.

For NIELIT For CCRYN DHURANDHER Name: DR. RAGHAVENDRA ROA M Designation: EXECUTIVE DIRECTOR Designation: DIRECTOR CCRYN इतेन्द्राचिकी एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्री.स) Carlotte Carlotte Company Company National Institute of Electronics and Information Technology (NIELIT) Stamp: # Directel Stamp: WANTED I OCHAN **नाइतिट भवन, प्लोट नंबर 3, पीएसपी पाकेट, सेक्टर-8, द्वारका, नई दिल्ली-110077** क्षां वाष्ट्रालय, क्षांत्रत व्यवकार NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077 THE LISTY OF AYUSH, GOVL OF India Grand of Real-38 I Janakour, New Dathi-58 नाइलिट भवन, NIELIT Bhawan, Plot No.3, FOR FOCKEL, SQUAR-0, Unding, FOR SQUARTINO077

Witness:

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1. Himanshu Mohan, JD, MIELIT, I. Dr. Nikita Shauma, RO, CCRYN