



## MEMORANDUM OF UNDERSTANDING

(Hereinafter called MOU)

This memorandum of understanding (hereafter referred to as MOU) entered into and executed on 25<sup>th</sup> January, 2023 hereafter referred as execution date on Academic cooperation for collaborations in Education Clinical Research and Training

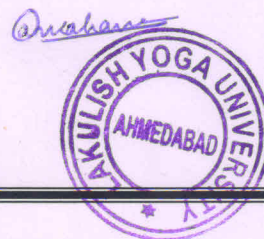
BETWEEN

**The U N Mehta Institute of Cardiology & Research Centre (UNMICRC)** having its principle office at Civil Hospital Campus, Asarwa, Ahmedabad-380016, Gujarat, India. (Hereafter referred to as UNMICRC)

AND

**Lakulish Yoga University (LYU)** having its principle office at Lotus view, Chharaod, Opposite Nirma University S-G Highway, Ahmedabad-380060, Gujarat, India. (Hereinafter referred to as 'LYU')

Hereinafter The U. N. Mehta Institute of Cardiology & Research Centre (UNMICRC) and the Lakulish Yoga University (LYU) are also referred to separately as 'Party' or collectively referred to as 'Parties'.





## WHEREAS:

Lakulish Yoga University (LYU) engaged in research and education in the field of Yoga and other Indian Alternative Medicine systems, In conjunction with conventional modern medicine.

## AND

U N Mehta Institute of Cardiology and Research Centre is Established on 1992. UNMICRC is 1251 beded super speciality cardiac a grant-in-aid autonomous institute promoted by the Government of Gujarat. The Institute is affiliated to the BJ Medical College, Civil Hospital Campus, Asarwa, Ahmedabad, which is a Government Medical College for academic purposes.

U. N. Mehta Institute of Cardiology & Research Centre is located in Ahmedabad, Gujarat the western part of India - **a Unique world class cardiac tertiary care teaching hospital** where the motto is to give **compassionate & quality cardiac care at concessional or no cost to all class of people especially the poorest of poor.**

### Quality cardiac patient services at the institute:

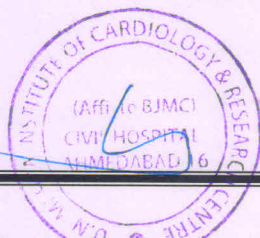
- Institute is NABH accredited since 2015.
- Institute is certified for Nursing Excellence.
- Institute is certified for NABH for Emergency Department.

The Institute is **unique Teaching, Research, Academic, Training & Charitable institution.**

### Super Specialty Cardiac Residency Program:

In Affiliation with BJ Medical College, Ahmedabad under Gujarat University, institute is having Super Specialty Cardiac Residency Program

- **DM Cardiology: 18 Seats per year**







- **MCh Cardio Vascular Thoracic Surgery : 12 Seats per year**
- **DM Cardiac Anesthesia : 12 Seats Per year**

**Lakulish Yoga University (LYU)** is engaged in conducting and promoting research in various areas of Yoga sciences through using taskforce approach as well as conducting studies and building a highly skilled proof of researchers, scientist in the region / country. The **Lakulish Yoga University (LYU)** priorities coincide with Yoga and its connected area of research. All these efforts are undertaken with a view to reduce the burden of disease and to promote wellbeing of population in the state as well as in the country.

Both parties realize that working together is desirable to promote research, teaching and training, monitoring including quality assurance and health management, both parties agreed to enter into MOU for working and co-operating with each other using their respective expertise, knowledge and resources to strengthen the Yoga and Meditation research and enhance capacity for reducing the burden of disease.

#### **Introduction:-**

- The parties recognise the value of co-operation and have agreed to further explore possibilities for mutual co-operation in the area of education training, patient care and research.
- The Parties agree to implement MOU under the terms and conditions hereinafter set forth.
- The parties agree that while currently the educational and research co-operation has been focused in the areas mentioned, in the future. It may be extended to other areas by mutual agreement.
- The two parties recognize the cooperative efforts on clinical research, education and training, in order to accelerate the on-going work in these areas and bring about improvements in epidemiological practises clinical disease profile and training and student exchanges.







- The two parties agree to meet the following objectives through this MOU:

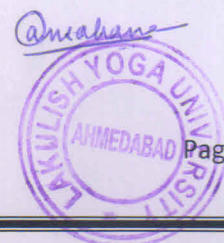
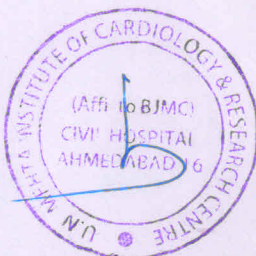
#### **ARTICLE I: OBJECTIVE**

The objective of the cooperation is to make possible and initiate cooperation between both parties basis upon principles of mutual equality and the reciprocity of benefits.

- a. Identify areas & research : Immediate, medium term and long terms
- b. To jointly design clinical trials.
- c. To coordinate and collaborate for translational research in identified areas
- d. To encourage any other academic activities that both the institutions agree to be of mutual benefit.
- e. To provide opportunities for both staff and students to use to the maximum expertise and facilities available in both organisations for research purpose through exchange of thoughts / techniques by brain storming sessions / seminars, workshops and meetings.
- f. To support the exchange of technology, academic research and training material with the approval of the competent authorities.
- g. To work jointly for the common research and technology especially in the field of Yoga & Meditation.
- h. To establish Yoga centre at UNMICRC

#### **ARTICLE II: SCOPE & ACTIVITIES**

- There are many areas of cooperation but mainly we will focus on
- Scientists at **Lakulish Yoga University (LYU)** and UNMICRC Researchers may undertake joint research in the field of “YOGA” and other areas of relevance to local problems and concerns from their respective budgets through mutual consent.





- Faculty / Scientist / Staff may be enrolled for the academic and training programs conducted by **Lakulish Yoga University (LYU)** and UNMICRC on a priority basis.
- Masters, Post Graduate and Doctorate students enrolled at these institutes may carry out part of their thesis, dissertation work and research work at **Lakulish Yoga University (LYU)** & UNMICRC as mutually agreed field.
- Faculty / Scientist / Specialists at **Lakulish Yoga University (LYU)** & UNMICRC may share their knowledge in areas of their specialization in the training and academic programs conducted by these institutes as visiting faculty on mutually agreed days and timings.
- To build up a database / registry on “Yoga & Meditation ” related issues.
- To promote and design innovative technology for prevention, protection and promotion of health with sustainable development
- After research work, effective publications and patenting can be done jointly.
- Capacity building of staff in education. Training, Research and Publications can be jointly carried out.
- It is agreed by both parties to cooperate each other for providing Tele-Yoga facilities as per mutual understanding and requirement of the institute.
- Both are academic institutes and students enrolled in Master’s Degree at LYU can do internship at UNMICRC with prior notification and approval from appropriate authority from UNMICRC. Internship duration can be from 01 month to 06 months and no Stipend will be provided by the UNMICRC in this regard. Rotation during the internship in different areas of the hospital will be mutually decided by both parties.
- After successful execution of this MOU, both parties have agreed to start paramedical certificate course “Certificate Course in Yoga based Cardiac







Rehabilitation (YBCR)" & More Such Courses at UNMICRC for academic and training purpose. Necessary requirements for starting of certificate course will be mutually decided by both parties.

- From time to time Preventive Cardiology workshops will be arranged and both parties will provide necessary support with mutual agreement.
- Yoga Therapy for patients of UNMICRC will be done in collaboration with Cardiac Rehabilitation department of UNMICRC and only after clearance from doctors of UNMICRC.

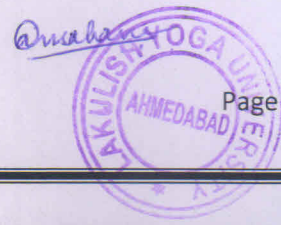
### **ARTICLE III : CONTRIBUTION BY THE PARTIES**

- Both parties should assign qualified faculty, scientists and other experts to assist in the implementation of activities under this MoU.
- Both parties should provide necessary funding to assist in the implementation of activities jointly agreed.
- This MoU is a non-financial MoU, where in no transfer of funds from one party to the other party will take place for the activities mentioned herein. Each party shall be responsible to manage its own finances for the completion of activities mentioned herein, unless a separate agreement for fund transfer from one party to the other party is entered into for a defined specific purpose.
- The Director, **Lakulish Yoga University (LYU)** and The Director, UNMICRC will represent for all matters related to this MoU signed for monitoring and implementation.

### **ARTICLE IV: INTELLECTUAL PROPERTY RIGHTS**

#### **RESULTS AND PUBLICATIONS**

Intellectual Property Rights on any information which already exists prior to this cooperation or which is not the result of this joint collaboration remain the property of the party which provided the information unless explicitly agreed otherwise in writing







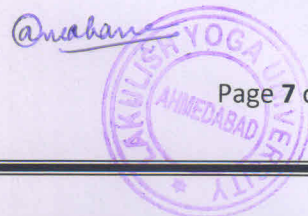
between the parties. An agreement on the intellectual property Rights shall be drawn up separately in accordance with the laws of the land for all intellectual property rights, results, and publications which are jointly generated as a result of the cooperation between parties. All Intellectual Property Rights and their costs will be shared jointly through mutual discussions. All (raw) data resulting from joint research projects between the parties which constitute the basis for joint publications must be available for storage in the repository of each party.

#### **ARTICLE V: DURATION AND TERMINATION OF THE MOU**

- This MoU is valid and effective from the date of execution by the parties and shall remain in effect initially for three years and thereafter can be renewed by mutual consent such amendments once approved by the parties will become part of this MoU.
- This MoU may be modified or amended at any time by written mutual consent of parties.
- This MoU may be terminated by either party by provision of written notice of termination, not less than 6 (SIX) months prior to desired termination date. However both parties agree that previously agreed continuing obligations to funding bodies or other entities are met in full subsequent to the notice of termination.
- The Termination of this MoU will not offer validity or duration of any legally binding obligations of confidentiality, ownership of intellectual patent rights or any implementing arrangements made under this MoU.

#### **ARTICLE VI: SETTLEMENT OF DIFFERENCES / DISPUTES**

Any differing view point and interpretation of this MoU shall be settled by mutual consultation or negotiation. If any doubt arises as to the interpretation of the provisions of this agreements or as to matters not provided therein, parties to this agreement shall consult with each other for each instance and resolve such doubts in good faith.







#### **ARTICLE VII: SEVERANCE**

If any part of this MoU is or becomes void, voidable or otherwise invalid or unenforceable whether due to provisions of any statute or otherwise that part

1. Will be read if possible, in a way so that it becomes valid and enforceable

Or

2. Will be severed from this MoU to the extent that the remaining parts of this MoU will remain in full force and effect.

#### **ARTICLE VIII: NO AGENCY AND NO ASSIGNMENT**

This agreement shall not constitute either party as the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied against or in the name or on behalf of the other party. This MoU shall not be assigned or transferred by either party without the prior written consent of the other party.

#### **ARTICLE IX: LIABILITY**

It is understood and agreed by the parties that neither of them will incur any liability nor be responsible for any costs, damages or expenses whatsoever which either of them may incur directly or indirectly in relation to the matter arranged in this MoU or any termination thereof. The parties agree to comply with all law applicable within the Ahmedabad Jurisdiction. A suitable mechanism will be developed between the two organizations for monitoring the joint collaboration.

#### **ARTICLE X: COMMUNICATION**

Any notice or request given or made by one party to the other under this MoU shall be in writing in the English Language and shall be addressed by all means to the party's principal office as is designated in writing herein after. This MoU is without prejudice to cooperation being undertaken in all existing processes pursuant to other arrangements between the parties in the field of clinical and health research. Authorized representative







of the parties shall sign two original Memorandum of Understanding documents. Each party shall hold one original signed MoU with both documents being equally authentic.

In WITNESS WHERE OF, the parties hereto have caused this MoU to be executed by their duly authorized representatives.

Signed

**FOR UNMICRC,  
AHMEDABAD**

**FOR Lakulish Yoga University (LYU),  
AHMEDABAD**

Dr. R. K. Patel

Hon. Director

Date: 25.01.2023

Place: Ahmedabad

Witness:

Ms. Sahana AU.

Registrar

Date: 25.01.2023

Place: Ahmedabad

Witness:

