

## MEMORANDUM OF UNDERSTANDING

Between

**CENTRAL RESERVE POLICE FORCE ACADEMY, GURUGRAM (HARYANA)**

and

**MORARJI DESAI NATIONAL INSTITUTE OF YOGA, NEW DELHI**

### **1. Preamble**

1.1 Morarji Desai National Institute of Yoga (herein after referred to as MDNIY) is a society registered under the Societies Registration Act as an Autonomous Body, under the Ministry of AYUSH. MDNIY is a focal Institute for Planning, Training, Promotion, Coordination and Development of Yoga Education, Training, Therapy and Research in all its aspects. It aims to promote deeper understanding of Yoga philosophy and practices based on classical Yoga amongst people. The main Vision and Mission of MDNIY is "Health, Harmony and Happiness for all through Yoga". The expression MDNIY shall unless repugnant to the context or meaning thereof shall mean and include his executor, successors, administrators and assigns.

.....(Party of the 1<sup>st</sup> part)

1.2 **Central Reserve Police Force Academy**, Kadarapur, Gurugram, Haryana-122101 (hereinafter referred to as **CRPF Academy**), is a Central Government Organization functioning under Directorate General CRPF, Ministry of Home Affairs, Govt of India and is a training Centre for the Officers of CRPF, which provide basic training to the Directly appointed Gazetted Officers in CRPF through UPSC. CRPF Academy also conducts the training programmes sponsored by DoPT and BPR&D from time to time for the officers of All India Services and Foreign Police representatives. The expression CRPF Academy shall unless repugnant to the context or meaning thereof shall mean and include his executor, successors, administrators and assigns.

.....(Party of the 2<sup>nd</sup> Part)

1.3 The above parties will here-in-after be collectively referred to as "Parties" and separately as a "Party".

2. WHEREAS, MDNIY has a vast experience of imparting Yoga training to the CAPF personnel, armed force personnel, police personnel, etc.

3. WHEREAS, MDNIY and CRPF Academy taking into consideration of the importance of Yoga have agreed to conduct various in-service Yoga Courses/programmes for the Instructors, Faculty and Trainee Officers of CRPF.

4. WHEREAS, following the material consultations between the parties, the parties have decided to work together in the above mentioned areas of common mutual interest and the parties have agreed to enter into this Memorandum of Understanding on the following terms & conditions.

#### **5. SCOPE**

Yoga Training to the Instructors, Faculty and Trainee Officers of CRPF Academy will be imparted by way of conducting Foundation Course in Yoga Science for Wellness of 50 hours duration (2 hrs. a day) and any other Yoga Training Programme for health promotion, at the premises of the CRPF Academy, Gurugram, by MDNIY.

#### **6. RESPONSIBILITIES OF MDNIY**

- a. Finalization of the Yoga modules for imparting FCYSc for Wellness for the Instructors, Faculty and Trainee Officers of CRPF Academy.
- b. Providing Technical support by engaging required number of Part time Yoga instructors.
- c. Over-seeing that the training is carried out as per protocol and as per time schedule.

- d. Deciding qualifications, skill set for the support staff.
- e. To evaluate programme participants through quizzes, assignments, tests or examinations (theory and practical).
- f. To issue Participation Certificates to the qualified participants.

**7. RESPONSIBILITIES OF CRPF ACADEMY**

- a. To provide subjects (Instructors, Faculty and Trainee Officers of CRPF) for training sessions as per requirement of training modules.
- b. Provisioning of space and infrastructure including class room, Lecture/Seminar Halls, ground for Yoga Practice, for training and training facilities as per standard specifications. This will also include Programme brochure, Yoga mats, Yoga books & other reading material etc. and such other accessories.
- c. To pay the fee etc. of Rs.1750/- per participants including cost of prospectus and certification, to MDNIY
- d. Provisioning of free boarding, lodging, accommodation and Mess facilities to the staff and faculty of MDNIY visiting the CRPF Academy for the purposes of training.
- e. To provide dress for trainees as per the specifications / Configured in mutual consultation by parties.

**8. FINANCIAL ASPECTs**

Each Party will bear the cost related to the responsibilities assigned to it.

**9. VALIDITY**

MoU shall remain valid for a period of 3 years from the date of its signing unless terminated earlier by serving written notice atleast 30 days in advance by either party and may be renewed for another 3 years by mutual agreement of the parties atleast 60 days prior to expiry of this MOU.

**10. DISPUTE, RESOLUTION AND ARBITRATION**

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 one party hereto had been legitimate, both the parties hereto shall endeavor to settle such dispute amicably.

In case of failure to reach an amicable settlement within a period of thirty (30) days dispute shall be referred by either party for Arbitration, in terms of Department of Justice GoI instructions on 'Online Dispute Resolution Through Mediation, Arbitration, Conciliation, etc.'

**11. ASSIGNMENT AND TRANSFER**

Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by any party to any third party without prior written consent to the other party.

**12. SEVERABILITY**

The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of this MoU and that shall continue in full force and effect for any such invalid and unenforceable provision.

**13. NO PARTNERSHIP**

Nothing in this MoU shall be deemed to either constitute or create an association, trust, partnership or joint venture between the parties or constitute either party the agent of the other party for any purpose.

**14. ENTIRE AGREEMENT**

This MoU constitutes the entire Understanding between the parties.

**15. HEADINGS**

The headings shall not limit, alter or affect the meaning of the clauses headed by them and are solely for the purpose of each reference.

In Witness whereof the parties hereto signed this MOU, in duplication on this ..... day of ..... 2018 mentioned herein before.

For Morarji Desai National Institute of Yoga For Central Reserve Police Force Academy



Dr. I.V. Basavaraddi

Director

MDNIY, N/Dli

WITNESSES:

1.

2.



Sh. Rajeev Rai Bhatnagar

Director General, CRPF

WITNESSES:

1.

2.





