

MEMORANDUM OF UNDERSTANDING
(MOUs)

BETWEEN

**HORIZON COLLEGE OF PHYSIOTHERAPY,
VISHNUPURI ,NEAR SRTM UNIVERSITY, LATUR ROAD,
NANDED, MAHARASHTRA - 431606**

AND

**SAHAJA YOGA MEDITATION CENTRE,
N.G. BHALERAO HIGH SCHOOL, PEOPLES COLLEGE
ROAD, SNEHA NAGAR, NANDED DIST. NANDED – 431601**

MEMORANDUM OF UNDERSTANDING

(MOUs)

This MEMORANDUM OF UNDERSTANDING (MOU) (here is after called as the 'MOU') is entered into on this day (18th Oct. 2024.)

BETWEEN

HORIZON COLLEGE OF PHYSIOTHERAPY, VISHNUPURI NEAR SRTM UNIVERSITY, LATUR ROAD, NANDED, MAHARASHTRA – 431606 The first party represented herein by its CEO DR. ASHISH KRUSHNARAO SHIRSAT (herein after referred as '**FIRST PARTY**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in – office, administrators and assigns).

AND

SAHAJA YOGA MEDITATION CENTRE, N.G. BHALERAO HIGH SCHOOL, PEOPLES COLLEGE ROAD, SNEHA NAGAR, NANDED DIST. NANDED – 431601 The second party represented herein by its District Co-ordinator CHHAYA SOPANRAO POTTULWAR (herein after referred as '**SECOND PARTY**', Centre which expression, unless excluded by or repugnant to the subject or context shall include its successors – in – office, administrators and assigns).

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'party')

Whereas :

- A) First Party is a higher educational institution named :
 - (I) HORIZON COLLEGE OF PHYSIOTHERAPY, VISHNUPURI NEAR SRTM UNIVERSITY, LATUR ROAD, NANDED, MAHARASHTRA – 431606
- B) First Party and Second Party believe that collaboration and Co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to co-operate and focus their efforts on cooperation within area of skill. based training and education
- D) Both parties being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) Sahaja Yoga Meditation Centre, N.G. Bhalerao High School, Peoples College Road, Sneha Nagar, Nanded, Dist. Nanded-431601, is Meditation Centre.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

1.1 Both parties are united by common interests and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the Institution and its related wings. The parties shall keep each other informed of potential opportunities and 'shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second party cooperation will facilitate effective utilization of the intellectual capabilities of the faculty of the First party providing significant inputs to them in developing suitable teaching/ training system, keeping in mind the needs of the Centre.

The general term of cooperation shall be governed by this MOU. The parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (The 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive documents shall be mutually decided between the parties. Along with the definitive documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

2.1 The students and faculties from the institute could play a key role in technological up-gradation, innovation and competitiveness of an Meditation Centre. Both parties believe that close cooperation.

2.2 **Value Added Course:** Second party will give valuable inputs to the First Party as when required in teaching methodology and suitably customize the value added course so that the students improving mental health meaningfully.

2.3 **Meditation Centre Visits and Training:** Meditation Centre and institution interaction will give an insight into the latest Developments /requirements of the Meditation Centre; the second party to permit the faculty and students of the First party to visit its group Meditation Centre and also involve in Training Programs for the first party. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have the smooth transition from academic to working carrier. The Second Party will provide its Seminar/workshops/meditation Sites for the hands-on training of the learners enrolled with the First Party.

2.4 Life Skills Development programs: Second party to train the students of the first party on the emerging Technologies in order to bridge the skill gap and make them reduce stress free.

2.5 Workshops and Demonstrations: Second party to extend the necessary support to deliver guest lecture to the students of the first party on the technology trends and in house requirements.

2.6 Faculty Support & Development Programs: Second party to train the faculties of the first party for imparting Meditation exposure/training as per the requirement.

2.7 Both parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever Nature required for offering the programs on the terms specified herein.

2.8 There is no financial commitment on the first and second party to take up any program Mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

2.9 This agreement will be valid for 5 years from the date of acceptance of MOU by both 1st & 2nd Parties.

CLAUSE 3: INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise Creates in either party any right, title, interest, or license in or to the intellectual property (Including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

CLAUSE 4: VALIDITY

4.1 This agreement will be valid until it is expressly terminated by either party on mutual agreed terms, during which, both the parties, as the case may be, will take effective steps for implementation of This MOU. Any act on the part of either of the parties after termination of this agreement by way of Communication, correspondence etc., shall not be construed as an extension of this MOU.

4.2 Both parties may terminate this MOU upon 30 calendar day notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent Contractors, and the relationship established under this MOU shall not be construed as a partnership.

Neither Party is authorized to use the other Party's name in any way, to make any representations or Create any obligation or liability, expressed or implied, on behalf of the other party, without the prior Written consent of the other party Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the same of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other party.

श्रीमती छाया सोपानराव पोतुलवार
नांदेड जिल्हा समन्वयक
मो.नं.8446771696
Second Party

First Party

Any divergence or difference derived from the interpretation on application of the MOU shall be resolved by arbitration between the parties as per the Arbitration act, 1996. The place of the arbitration shall be at District headquarter of the First Party. This understanding is to be construed in accordance with Indian Law with exclusive jurisdiction in the courts.

AGREED:

For HORIZON COLLEGE OF
PHYSIOTHERAPY, VISHNUPU
RI NEAR SRTM UNIVERSITY,
LATUR ROAD, NANDED,
MAHARASHTRA - 431606

For SAHAJA YOGA MEDITATION
CENTRE, N.G. BHALERAO HIGH
SCHOOL, PEOPLES COLLEGE
ROAD, SNEHA NAGAR, NANDED
DIST. NANDED - 431601

Authorized Signature
Principal
Horizon College of Physiotherapy
Vishnupuri, Nanded.



Authorized Signature
श्रीमती छाया सोपानराव पोतुलवार
नांदेड जिल्हा समन्वयक
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For HORIZON COLLEGE OF PHYSIOTHERAPY, VISHNUPURI NEAR SRTM UNIVERSITY, LATUR ROAD, NANDED, MAHARASHTRA - 431606	SAHAJA YOGA MEDITATION CENTRE, N.G. BHALERAO HIGH SCHOOL, PEOPLES COLLEGE ROAD, SNEHA NAGAR, NANDED DIST. NANDED - 431601
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Witness 01 :

Witness 01 : Mrs. Shubhangi Pradeep Bhopale

Witness 02 :

Witness 02 : Yashbhadra Prabhakar Godare