

**MEMORANDUM OF  
UNDERSTANDING (MoU)**

**BETWEEN**

**INSTITUTE OF PHARMACY AND RESEARCH,  
ANJANGAON BARI ROAD,  
BADNERA-AMRAVATI**

**&**

**SHREE SHIVKRUPANAND SWAMI FOUNDATION,  
RAJKOT**

**MEMORANDUM OF UNDERSTANDING (MoU)**

BETWEEN

**Institute of Pharmacy and Research, Badnera**

AND

**Shree Shivkrupanand Swami Foundation, Rajkot**

This Memorandum of Understanding (hereinafter called the 'MoU') is entered into on this the 22nd day of January 2024, by and between.

**Institute of Pharmacy and Research, Badnera**, the First Party represented herein by **Dr. S. J. Dighade** Principal, **Institute of Pharmacy and Research, Badnera**, and the second party represented herein by **Shri. Ambareesh Modak** Director, **Shree Shivkrupanand Swami Foundation, Rajkot**.

**WHEREAS:**

A) The First Party is a Higher Educational Institution named: **Institute of Pharmacy and Research, Badnera**, and the second party is named **Shree Shivkrupanand Swami Foundation, Rajkot**.

B) The First Party and Second Party recognize that collaboration and cooperation between them will lead to the more effective utilization of their resources, offering enhanced opportunities for both entities.

C) The Parties intend to collaborate and focus their efforts on promoting holistic health through various activities, including but not limited to Meditation, knowledge of Samagra Yoga, Stress Management, Motivational Training, Expert Lectures, Exhibitions, International Yoga Day Activities, On-site Exhibitions, Online/Offline Sessions, etc.

D) Shree Shivkrupanand Swami Foundation, the Second Party, operates through the Gurutattva Global Spiritual Platform, led by His Holiness Shree Shivkrupanand Swamiji. The foundation is dedicated to the overall development of human beings in all spheres of life. It is actively engaged in spreading Himalayan Meditation worldwide, conveying the message of Vasudhaiva Kutumbakam, Samagra Yoga, establishing energy centers, conducting online and offline meditation camps, establishing meditation centers, on-site exhibitions, Yoga Sessions, and imparting motivational training through expert lectures, among other activities.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

## **CLAUSE 1**

### **CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, fostering a collaborative spirit for the benefit of their shared goals.
- 1.2 The cooperation between the First Party and the Second Party is intended to mutually facilitate the effective utilization of intellectual capabilities.
- 1.3 The Parties commit to cooperate with each other and, as promptly as is reasonably practical, perform relevant agreements. This includes ensuring that any collaborative activities or initiatives are undertaken in a timely and efficient manner.
- 1.4 Open and transparent communication is vital to the success of this cooperation. The Parties agree to maintain regular communication channels to ensure effective coordination and exchange of information.
- 1.5 Any changes, developments, or challenges that may impact the cooperation shall be promptly communicated between the Parties for timely resolution and adjustment of strategies, if necessary.

## **CLAUSE 2**

### **SCOPE OF THE MoU**

- 2.1 Shree Shivkrupanand Swami Foundation and Institute of Pharmacy and Research, with mutual interaction will impart Knowledge, Training, and Guidance of Himalayan Meditation, Samagra Yog, Yoga, etc. as indicated in Recitals under 'D', to the students and faculty members/ teaching/non-teaching staff.  
  
The First Party hereby grants permission for the Faculty, Teaching Staff, Non-Teaching Staff, and Students to actively engage and participate in the Programs, Events, Camps, and other activities organized by the Second Party. This collaboration aims to instill confidence and life management skills among the participants. Additionally, the First Party commits to promoting the registration of its members on the Gurutattva Portal run by the Second Party and encouraging their active involvement in events, exhibitions, and activities hosted by the Second Party.
- 2.2 Guest Lectures/Exhibitions: The Second Party to extend the necessary support to deliver guest lecturers/exhibitions etc. to the students/Faculty/teaching/non-teaching staff of the First Party. The execution of such activities is subject to the availability of resources, both personnel and materials.
- 2.3 Promoting Second Party Activities/Information: The First Party will include promotional materials such as brochures, booklets, and other relevant content from the Second Party in its prospectus, newsletters, etc. The first party shall display prominently, the banners, standees, and any other display material of the second party on their premises and any other premise facilitated by them. The circulation of information regarding special events hosted by the Second Party will also be actively pursued by the First Party.
- 2.4 Financial Consideration: Both parties acknowledge that there is no financial commitment for the implementation of any program mentioned in this MoU. Any financial considerations arising from collaborative initiatives will be addressed separately, with mutual understanding and agreement.

2.5 Internal Approval and Compliance: Both Parties agree to obtain all necessary internal approvals, consents, permissions, and licenses required for the successful implementation of the collaborative initiatives mentioned in this MoU.

### CLAUSE 3

### VALIDITY

- 3.1 This Agreement shall remain in force until expressly terminated by either Party on mutually agreed terms. Any act on the part of both the Parties after termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MoU. The validity of the MoU may however be for two years.
- 3.2 Either Party may terminate this MoU by providing a written notice with a minimum of 30 calendar days. In the event of termination, both Parties are obliged to fulfill their respective obligations with due regard to mutual understanding.
- 3.3 In the case of any dispute arising under or in connection with this MoU, the Parties commit to resolving such disputes through mutual discussion and cooperation. The intention is to achieve an amicable resolution that is fair and equitable to both Parties
- 3.4 The First Party indemnifies the Second Party against any claims/ compensations raised by the Third Party arising out of or related to the activities conducted under this MoU

### CLAUSE 4

### RELATIONSHIP BETWEEN THE PARTIES

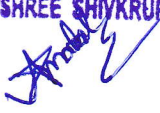
- 4.1 It is explicitly understood and agreed by both the First Party and the Second Party that, under this Memorandum of Understanding (MoU), they are acting as independent contractors. The establishment of a relationship under this MoU does not, in any way, imply or create a partnership between the Parties.
- 4.2 Any divergence or difference arising from the interpretation or application of this MoU shall be subject to resolution through mutual discussion. The Parties commit to engaging in good faith discussions to address and resolve any disputes or disagreements that may arise during the term of this MoU.

#### First Party

  
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#### Second Party

  
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