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 First Party : PATANJALI RESEARCH FOUNDATION TRUST
 Second Party : HEMCHAND YADAV UNIVERSITY DURG CHHATISGARH
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**TRIPARTITE MEMORANDUM OF UNDERSTANDING
 AMONG
 PATANJALI RESEARCH FOUNDATION (TRUST)
 AND
 UNIVERSITY OF PATANJALI
 AND
 HEMCHAND YADAV VISHWAVIDYALAYA**

This Tripartite Memorandum of Understanding (hereinafter, referred to as the MoU), is made and executed at Haridwar on 25th of June, 2025 (Execution Date).



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Statutory Alert:

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AMONG

PATANJALI RESEARCH FOUNDATION TRUST (No. 119, Bahi No. 4, Jild 3, Pages 257-274, Dated- 04/08/2010), a trust registered under the Indian Trust Act, 1882 and having its registered office at Patanjali Yogpeeth, Phase-I, Haridwar- 249405 Uttarakhand, India (hereinafter referred to as "**PRFT**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors in title or assigns; being Party of the FIRST PART;

AND

UNIVERSITY OF PATANJALI, established under University of Patanjali University Act, 2006, (Uttaranchal Act No.- 4 of 2006), a part of Patanjali Yogpeeth Trust, having its address at Patanjali Yogpeeth, Delhi-Haridwar Highway, Haridwar, Uttarakhand 249405 (INDIA) (hereinafter referred to as "**UoP**"), which expression shall unless repugnant to the context or meaning thereof mean and include its successors in title or assigns; being Party of the SECOND PART;

AND

HEMCHAND YADAV VISHWAVIDYALAYA, DURG formerly known as **Durg University**, a premier public university located in Durg, Chhattisgarh was established under Chhattisgarh Vishwavidyalaya (Sanshodhan) Adhiniyam, 2015, dated 24th of April, 2015, an Act Further amending the Chhattisgarh Vishwavidyalaya Adhiniyam, 1973 (No. 22 of 1973), (hereinafter referred to as "**HYVD**"), which expression shall, unless repugnant to the context or meaning thereof mean and include its successors in title or assigns; being Party of the THIRD PART;

The **PRFT** and the **UoP** and the **HYVD**, are referred to individually as the "**Party**"; and collectively as the "**Parties**", as the context may require.

WHEREAS

- A. The "**PRFT**" is a research institution backed up with advanced scientific technology and a team of qualified scientists engaged in scientific evidence-based research using advanced research methodology for making Ayurved and alternative healing system as well as alternative medical system acceptable worldwide, scientific research or research in social science or statistical research, research work, research articles, Clinical Neuroscience, Neuropsychology, Metabolic and Respiratory physiology laboratory, Clinical Research, other social welfare and nation building research activities; and
- B. The **UoP** having its vision to globally elevate Yog, Ayurved, and Indian culture, integrating traditional wisdom with modern education; fostering individuals with diverse skills, ethical conduct, and a balanced scientific perspective through the synergy of Vedic knowledge and modern sciences. The mission of the UoP is Promoting a divine fusion of Yoga and Ayurveda worldwide in the 21st century, extending knowledge to every corner for holistic well-being and contributing to prosperous, spiritual societies. Striving for excellence in Vedic and modern sciences, empowering students in Vedic knowledge, fostering diverse education dimensions, and promoting harmony in heritage, culture, and environment to enhance quality of life with the highest human values. Furthermore, the aims of

the UoP is to establish and investigate through scientific basis for the knowledge advanced by the Indian Sages and (1) to undertake systematic research investigations in the background of Scientific facts, (2) to impart employment oriented education to the youth, (3) to preserve the knowledge of Ayurved, herbal medicine, food hygiene etc., (4) to imbibe Rashtra Dharma, Swadeshi Prem and Swadeshi life style, (5) establish colleges and institutions based on traditional lines including Yog, Ayurved, Veda and Vedang etc. and (6) to educate students in Certificate, Diploma, Graduate, Post Graduate and Ph. D. programmes, which may be sponsored by the University Grants Commission; and

- C. **HYVD** exercises academic jurisdiction over **seven districts** of Chhattisgarh and oversees the functioning of 158 affiliated colleges, offering a diverse range of undergraduate, postgraduate, diploma, and doctoral programs. With a student enrollment of around 2 lakh (200,000) learners, HYVD is one of the largest affiliating universities in the region. With **6 specialized research centers**, HYVD is committed to promoting **value-based education, research excellence, and regional development** through innovation and academic integrity. The university's vision is to build an intellectual environment grounded in **human values, sustainable development, conscious coexistence, and research-driven societal transformation**. HYVD is actively engaged in national and international collaborations to promote **multidisciplinary research, faculty enrichment, digital transformation, and community engagement** and
- D. All the parties, equally interested in working together, aim to share the benefits of each other's strengths including but not limited to education, internship, training, skill development, placement, research and other areas of common interest. This collaboration is intended to benefit the students, faculties and the public at large. The parties intend to outline the broad terms of their collaboration through this Memorandum of Understanding (MoU) and commit to fully cooperate and undertake joint responsibilities and activities based on mutual understanding, as detailed in the clauses contained hereunder.

NOW, THEREFORE, Parties for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, and intending to be legally bound hereby agree as follow:

1. **AREAS OF COLLABORATION**

The PRFT, the UoP and the HYVD collaboration will undertake the following through activities and program such as:

- 1.1. Joint research activities in the form of submission of joint research proposal, publication of papers.
- 1.2. Exchange of academic and research materials.
- 1.3. Exchange of research students linked to the research projects.
- 1.4. Holding of joint workshops/trainings related to research-oriented activities.
- 1.5. The scientists of PRFT will be identified as Co-guides, depending on the competence and expertise available for a research topic and guide will be from HYVD.
- 1.6. Exchange of Faculty members and students
- 1.7. Faculty development programs: Parties to train the faculties of the other parties for imparting training as per the research requirement.



The terms and budget for each program or activity implemented under this MoU shall be mutually agreed upon in writing prior to its initiation. Such programs and activities shall be approved by each party, in writing, prior to its initiation. Except in promoting the activities proposed in Clause 01 above among its faculty, staff, and students, neither Party may use the name of the other Party in any form of advertising or publicity without prior express written permission. The Parties will seek permission from one another by submitting the proposed use. Each Party will maintain regular and reasonable contact with the other Party and engage in discussions regarding collaboration and the research activities listed hereinabove. Further, each Party will nominate members of its senior staff to be responsible for overseeing matters pertaining to this MoU.

It is understood that activities contemplated under this MoU are expected to be cooperative in nature and that Participants (*including students, faculty, and staff researchers*) may collaborate in such activities.

2. **ROLES AND RESPONSIBILITIES OF EACH PARTY**

All Parties will be responsible for the following areas :

- To conduct workshop/ seminars/ conferences as a forum to address intervention strategies that meets the needs of people who have various ailments.
- To develop research collaboration between both the groups and submission of joint research proposals.
- To provide value-added courses to the students of various programs.
- Faculty and student exchanges and opportunities for internship & training.
- Guest lectures for students, academicians, research scholars, and patients.
- Provide educational tours for the students and faculty members of HYVD.
- Regularly exchange course materials, research publications, and other academic and research inputs.
- On Job-training by Patanjali Research Foundation, a part of Patanjali Yogpeeth, Haridwar, Uttarakhand, 249405, India.

3. **PROTECTION AND DISPOSITION OF OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

- 3.1. The ownership of all Background Information and Background Intellectual Property Rights generated by the parties prior to the MoU shall rest with the respective parties. However, parties shall have the right to use such Background Information and Background Intellectual Property Rights for the exclusively purposes of the Research & Development work performed under this MoU, after obtaining prior written consent from the party, who have ownership rights of such Background Information and Background Intellectual Property Rights.
- 3.2. Research including the Intellectual Property Rights created during the collaborative/joint work performed under the MoU shall be owned jointly by the parties.
- 3.3. Parties to this MoU shall confer and consult each other regarding filing of Intellectual Property Rights applications including patent applications covering foreground information and share equally the attendant expenditure related to filing, prosecution, grant, maintenance etc. of the same.
- 3.4. The PRFT, the UoP and the HYVD shall consult each other before publishing any research results and foreground information generated during the joint research to ensure that no proprietary information is released and that foreground intellectual property rights are not jeopardized. Post consultation,



any such publication proposal, shall be deemed approved in the event there is no objection from the party seeking to oppose within a period of thirty (30) days of receipt of a content(s) of such a publication, both parties agree to suitably modify/amend the content thereof in order to avoid any disclosure of confidential information or patentable material.

3.5. In the event of any extraordinary situation including infringement suits filed by third parties, parties shall initiate any action in mutual consultation and agreement between the parties.

3.6. Each Party will abide by all regulations, policies and procedures regarding the disclosing and handling of intellectual property, developed technologies, and confidential information that may arise under this MoU.

4. PATENT & PATENT INFRINGEMENT

4.1. If the know-how developed as a result of a study undertaken under this MoU leads to a patent or patents being taken, the parties here to shall mutually agree whether or not to apply for a patent/s and if so in which country. Patents taken, if any, will be in joint names of all parties and the cost of taking out a patent shall be borne by all the parties equally.

4.2. In the event of any claim or action being brought against either party to this MoU alleging infringement of a patent of a third party, the parties here to shall mutually decide whether to defend the claim or not. The cost of defense against any such claims or action shall be borne by the all the parties hereto equally.

4.3. In the event of patents being filed, out of the research work of a student working at PRFT for Ph.D. thesis under the sole supervision of scientist(s) from the PRFT, the HYVD and UoP shall have no claim to IPRs.

4.4. In the event of patents being filed, out of the research work of a student working at HYVD for Ph.D. thesis under the sole supervision of faculty member(s) of the HYVD, the PRFT and UoP shall have no claim to IPRs.

4.5. In the event of patents being filed, out of the research work of a student working at UoP for Ph.D. thesis under the sole supervision of faculty member(s) of the UoP, the PRFT and HYVD shall have no claim to Intellectual Property Rights.

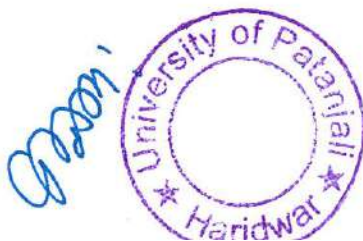
4.6. In the event of a patent being filed, out of the research work of a student working at PRFT for Ph.D. thesis under the joint supervision of the scientist(s) and faculty member(s) of all the parties, the cost of patenting and any monetary benefits accruing subsequent of filing and maintaining the patents will be shared by PRFT and HYVD and UoP on equal basis.

4.7. In the event of a patent being filed out of the collaborative research work between the faculty members of HYVD, the faculty members of UoP and the scientists of PRFT the cost of patenting and monetary benefits accruing subsequent to filing and maintaining of the patents will be shared by all the parties on equal basis.

5. VALIDITY, RENEWAL, TERMINATION AND AMENDMENT

5.1. The MoU would be valid for a period of five (05) years from the execution date of this MoU. At the end of the validity period of the MoU, a fresh MoU with the consent of all the parties may be considered for signing. It may be terminated by either party giving ninety (90) days written notice to the other parties.

5.2. This MoU may be amended with the mutual consent of the parties through a



written addendum executed by authorized signatory of all the parties. Such an addendum, once approved by all the parties, will become part of this MoU.

6. **NO FINANCIAL OBLIGATIONS**

There is no financial commitment on all the parties to take up any programme/work(s) mentioned in the MoU.

7. **GOVERNING LAW**

The Parties agree to make efforts in good faith to resolve all disputes amicably and expeditiously between themselves.

All disputes, differences & questions of any nature which at any time arise between the parties to this MoU or, their respective representatives & assigns or, any of them out of the construction of or, concerning anything contained in or, arising out of this MoU or, as to the rights, duties or, liabilities under it of the Parties to it respectively or, their respective representatives shall be subject to the Jurisdiction of the Courts at Haridwar.

8. **NOTICES AND COMMUNICATIONS**

Any notices and communications permitted or required under this MoU shall be in writing, shall refer specifically to this MoU and shall be deemed given only if delivered by hand, by registered mail or sent by nationally recognized overnight delivery service that maintains records of delivery; or by fax, addressed to the Parties at their respective addresses or fax numbers.

9. **COORDINATION COMMITTEE**

The following will constitute the Coordination Committee to monitor and review the collaborative program between the institutions:

- a. Vice-Chancellor, HYVD or his nominee (s)
- b. Vice-President, PRFT or his nominee (s)
- c. Dr. Vedpriya Arya, Head, Herbal Research Division, Patanjali Research Institute
- d. Dean, Research & Academics, University of Patanjali

The Coordination Committee shall:

- a. Review the progress of the identified programs (at least once in a year)
- b. Consider the new R&D proposals for joint collaboration and implementation on a case-to-case basis including IPR and financial arrangements.
- c. Consider the addition/deletion of areas of cooperation between the Institutes during reviews.
- d. Consider the continuance of the MoU.

10. **DISCLAIMER**

This MoU is not intended by the PRFT, the UoP and the HYVD, to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership, or formal business organization of any kind. Each party hereto shall act as an independent entity, and neither shall act as an agent of either organization for other purposes. Neither party has the authority to bind the other party.



11. NON-EXCLUSIVE

This MoU is non-exclusive in nature and is not intended to and does not give any person who is not a Party to it any rights to enforce any of its provisions. Nothing in this MoU will be construed as creating a binding legal relationship between the Parties. This MoU is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed, and delivered by the Parties to this MoU.

12. CONFIDENTIALITY

All the parties shall understand that in the course of their association, they shall have access to confidential information provided by the other parties. Accordingly, the parties agree that such information shall be maintained in the strictest confidence and trust, except such information which, by its nature, is not confidential or which is in the public domain or which the party comes to know about other than through violation of any law or legal obligation, provided that such party may be entitled to disclose such information if legally required to be disclosed to a Competent Authority. In case of failure to maintain confidentiality between each other. The affected party to this MoU shall be entitled to terminate the said MoU.


13. FORCE MAJEURE:


Neither Party shall be liable for any failure to perform any of its obligations under this MoU if the performance is prevented, hindered, or delayed by a Force Majeure event (defined below) and in such case, its obligations shall be suspended for so long as the Force Majeure event continues. Each Party shall promptly inform the other parties of the existence of a Force Majeure event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government etc.



IN WITNESS WHEREOF, parties hereto set and subscribe their respective hands on the day and year first herein above written.


Head
Herbal Research Division,
Patanjali Research
Foundation (Trust),
Haridwar, Uttarakhand


Vice-Chancellor
University of
Patanjali, Haridwar,
Uttarakhand


Vice-Chancellor
Hemchand Yadav
Vishwavidyalaya,
Durg,
Chhattisgarh
25.06.2025
(Prof. Sanjay Tiwari)


Witness


1. Patanjali Research Institute,
Haridwar

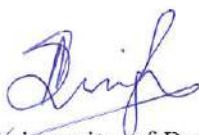
Witness



1. University of Patanjali,
Haridwar, Uttarakhand

Witness


1. Hemchand Yadav
Vishwavidyalaya,
Durg,
Chhattisgarh


2. Patanjali Research Institute,
Haridwar


2. University of Patanjali,
Haridwar, Uttarakhand


2. Hemchand Yadav
Vishwavidyalaya,
Durg,
Chhattisgarh

