

Prohibition Excise & Registration Department, Government of Bihar



INDIA NON JUDICIAL

Other

First Party Name *	: Not Applicable
Second Party Name *	: MAGADH MAHILA COLLEGE
Purchased By *	: MAGADH MAHILA COLLEGE
Certificate Number Consideration Price Stamp Duty Paid Registration Fee & Other Fees LLR & Proc Fee Miscellaneous Fees Discore SC Total Amount	: BR038156541736234508719 : ₹0.00/- : ₹100.00/- : ₹0.00/- : ₹0.00/- : ₹0.00/- : ₹0.00/- : ₹100.00/- ( One Hundred )



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Phone No: Sold To/Issued To: MAGADH MAHILA COLLEG For Whom/ID Proof: MAGADH MAHILA COLLEG BMAR



# बिह्नर भारतीय गैर न्यायिक 3

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

Magadh Mahila College, North Gandhi Maidan,

Patna-800001, Bihar, INDIA



And

Shiva Dancing School of Yoga 160 Wellness Way Marshall, NC28753 USA

Parleyet Hu

Hamital Principal Magadh Mahila College Patna This Memorandum of Understanding (herein after called as the MoU) is entered on this day January 15, 2018 by and between Magadh Mahila College (A constituent unit of Patna University, Patna, India) North Gandhi Maidan, Patna -800001, Bihar, INDIA. THE FIRST PARTY represented here by Prof. (Dr) Namita Kumari, Principal (herein after called The 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

Shiva Dancing School of Yoga THE SECOND PARTY (herein after called the Second Party), represented by Acharya Pashupati Dr. Steven Landau MD ERYT 500 which expression, unless excluded by or repugnant to the subject of context shall include its successors - in - office, administrators or assigns

First and Second Party are herein after jointly referred to as PARTIES and individually as PARTY.

### WHERE AS:

- A) First party is a higher education institution named:
  Magadh Mahila College, Patna (A constituent unit of Patna University)
- B) Second Party is a company named:Shiva Dancing School of Yoga
- C) First Party and Second Party believe that collaboration and cooperation between themselves will promote effective use of each of the resources and provide each one of the enhanced opportunity.
- D) Both parties are legal entities in themselves desire to sign an MoU for advancing their mutual interest.

Now therefore, in consideration of the mutual promises set forth in this MoU, the parties here to agree as follows:

### **CLAUSE 1**

### COOPERATION

1 With common pious objective, both parties shall establish channels of communication and cooperation that will promote yoga activities in the campus. The parties shall keep each other informed of potential opportunities in yoga and its allied components from basic to advanced levels.

First **Party** and Second Party mutual cooperation will impart training to young minds of the college and the faculties of the First Party providing significant inputs to them keeping in mind the needs of the society.

The general terms of cooperation shall be governed by this MoU. The parties shall cooperate with each other, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents as may be required to give to the actions contemplated in terms of this MoU.

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### CLAUSE 2

### SCOPE OF MoU

- 2.1 The budding graduates and post-graduates from this institution could play a key role in knowledge up-gradation, innovation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the students to enhance their skill and knowledge.
- 2.2 The Parties intend to cooperate and focus their efforts on cooperation in social and psycho-spiritual projects. The Second Party shall endeavor to offer standard curriculum on yoga and help in yogic practices in hybrid mode online and offline to the students and the faculty members of the First Party.
- 2.3 The Second Party shall brief and train students and faculty of the First Party for the execution of projects offered.
- 2.4 Based on the performance of the students in projects, the Second Party shall offer Certification to the students of the First Party who can then use such Certificates to obtain internships and employment and volunteer opportunities. Second Party will assist them in this process.
- 2.5 There is no obligation on the Second Party to provide final placement to the students of the First Party in case the Second Party is not satisfied with the performance of the students in projects and internships.
- 2.6 Both the parties can agree to jointly work on to introduce right from certificate course to higher courses including research & development with due permission from the Patna University.
- 2.7 There is no financial commitment on the part of both the parties for the work that is jointly executed. If there is any financial consideration, it will be dealt separately.
- 2.8 The Shiva Dancing School of Yoga will train students in the art and science of Yoga and meditation, including dance and music, in the Ananda Marga/ Rajadhiraja style, with especial reference to other styles of Yoga so that they can interact freely in any venue where yoga is taught and practiced. It is intended that trainees will be easily able to pass tests of Yoga teaching competence by organizations like AYUSH.

### CLAUSE 3

### INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, estoppels or otherwise, create 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**

The agreement is valid for a period of three years and thereafter can be renewed by mutual understanding of both the Parties.

4.1 In case any Party intends to terminate the agreement, a notice of thirty calendar days can be served to the other party. In the event of termination, both the Parties have to

discharge their obligations. Max

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### **CLAUSE 5**

### **RELATIONSHIP BETWEEN PARTIES**

5. It is expressly agreed that the First Party and the Second Party are acting under this MoU as independent bodies, 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 presentations or create any obligation or liability, expressed or implied, on behalf of the other Party. Neither party shall have, or represent itself as having, any authority under the terms of this MoU, to make agreements of any kind in the name of or binding upon other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or differences derived from the interpretation or application of the MoUs shall be resolved by arbitration between the Parties.

### AGREED

For

Magadh Mahila College, Patna (A constituent unit of Patna University)

Prof.(Dr)Namita Kymerical

Principal Magadh Mahila College Authorized Signatoryatna

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For

### Shiva Dancing School of Yoga

Acharya Pashupati Dr. Steven Landau MD ERYT 500 Chief Trainer

Magadh Mahila College, Patna	Shiva Dancing School of Yoga
(A constituent unit of Patna University)	
North Gandhi Maidan, Patna, Bihar	160 Wellness Way
Pin:800001	Marshall, NC28753USA
Phone:7261805666	Phone:+1-919-868-4729
Email:principal@magadhmahilacollege.org	Email:yogidocta@gmail.com
Website: https://magadhmahilacollege.org/	www.shivadancing.com

### Date of MOU Signed: January 07, 2025

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DHARMENORA KUMA Notery Public, Patna Reg. No.-2206J/02

