

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "**MOU**") has been agreed, made and executed on this [•]th day of [•], [•] ("**Execution Date**"),

Between

HEARTFULNESS EDUCATION TRUST, a registered trust having its registered office at no. 40-15-9/12, Nandamuri Road, Venkateswarapuram Post Office, Vijayawada – 520 010, Andhra Pradesh, India (hereinafter referred to as "**HET**", which expression shall unless repugnant to the context and meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns);

And

Nishitha Degree College, Nizamabad, Telangana, is a Educational Institution established and administered by the Society of Nishitha Educational Academy, Nizamabad, under the Andhra Pradesh (Telangana Areas) Public Societies Registration Act, 1350 Fasil (Act I of 1350 F.) 27th December 1993 to cater the growing requirements of Higher Education of the region in general. (herein after referred to as "**NDC**", which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns).

(**HET** and **NDC** shall hereinafter be collectively referred to as the "**Parties**" and individually referred to as "**Party**" in this MOU)

WHEREAS:

- i) **HET** is a public charitable trust registered under the Indian Trust Act, 1882 *inter alia* with an objective to impart Heartfulness approach to various wellness programmes including relaxation, meditation, values based educational programmes for schools, colleges, government organizations, corporates etc., made available to all who are willingly interested in individual development and wellbeing. HET is also engaged in conducting

various Teachers' training programmes in collaboration with Certain State Governments/ Education Institutions.

- ii) **NDC** is a private degree Institution to cater to the growing requirements of Higher Education of the region in general. **NDC** desires to provide and inculcate in its students' values and inner development in order for them to perform better as students and be leaders for growth in nation building. Around 2500 students are being catered in these Educational institutions.
- iii) **HET** through its Heartfulness initiatives offer a way for balanced living through various meditation techniques. These simple and effective techniques gradually imbibe feelings of discipline, empathy, brotherhood, leading to mental, spiritual, and psychological well-being, helping an individual to transform not only inwardly but also his/ her attitudes, and dealings with society at large.
- iv) **NDC** intends to procure training and experiential learning services provided by **HET** on the terms agreed to herein, in order to stimulate and facilitate the development of programmes/modules which serve to enhance educational, social, spiritual & emotional development of students. Further, **HET** and **NDC** in support of their interest in the field of education are desirous of promoting mutual cooperation by organizing and conducting educational workshops for mental, spiritual and psychological well-being of its students, and desire to extend the basis for friendly and cooperative collaboration by way of this MOU.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

1. PURPOSE AND OBJECTIVES

- 1.1. **NDC** desires to create a precedent by offering suitable and pertinent learning and offerings to its students so as to enable them to lead their lives with purpose and be of help to the society at large. **NDC** has represented that it is a leading UG and PG college that offers high quality education and its priority is to provide its students values, inner development enabling them to perform better in their education & be leaders in nation building. It seeks to provide its students basic life skills to manage challenges in their relationships, avoid intoxicating abuses, digital dependence and deal with stress of modern life. It aims to enable their students and staff to de-stress, manage life's challenges in healthy ways and find joy, purpose and fulfilment. This will directly enhance their academic and work performance and create a harmonious environment within **NDC**.

- 1.2. HET has agreed to be helpful in such mission through its offerings as listed out in Schedule 1 ("**Offerings**"). [HET may also conduct a thorough teacher and administrative staff training program in Heartfulness approach for their inner development so as to enable them to encourage students in this program].
- 1.3. Both the Parties, hereby express their commitment to collaborate with each other to conduct (i) educational, (ii) Heartfulness relaxation, meditation and (iii) other connected wellness workshops to help students teachers to regulate their minds, moderate their tendencies, increase their concentration, sharpen the use of their will, introspect and self-analyse and accept people and situations in general. Through such workshops and Offerings of HET, they intend to help the students to improve their learning skills and behaviour, and inculcate humility, emotional maturity, confidence, stress management, self-awareness and most importantly, develop a sense of purpose towards life.

2. **FACILITATORS**

Both Parties shall nominate one or more representatives, who shall be the point of contact/ facilitator ("**Facilitators**") for the purposes of this MOU. The Facilitators of the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the participants for the workshops and other activities that may be conducted pursuant to this MOU and in furtherance to fulfilling the purpose and objectives envisioned under this MOU.

3. **RESOURCES**

- 3.1. **NDC** shall make arrangements at its agreed venue(s) with required reference and reading material as specified by HET, by a establishing a (i) heartfulness corner in their library, and (ii) meditation practice room, and by providing such audio-visual equipment and other facilities as shall be required for conduct of the workshops and/or programmes with respect to the Offerings.
- 3.2. **HET** shall nominate such teachers, trainers and support staff as it deems necessary for conducting and providing training to participants at these workshops and programs pursuant to this MOU.

4.

4.1. **HET** shall provide support to orient **NDC's** teachers to conduct the sessions as advised by **HET** for the students at **NDC** and shall provide such external support as required. Through these Offerings **HET** will make students at **NDC** understand values and their role in improving the quality of their life and enable them to impart spiritual training as an extended activity in its institutions as and when feasible.

4.2. The Parties agree to distribute reading materials/ promotional/ literature to the participants, through any means including but not limited to audio and/or video recordings, books and magazines as deemed fit by **HET**. **HET** shall share the content of such reading materials, literature, video recordings and other such material with **NDC**, before distributing the same to the participants.

4.3. The Parties further agree that at **HET's** discretion, they shall set up stalls at the program venue to distribute promotional items including but not limited to clothing, apparel, mementoes, brochures, other merchandise and/or articles and details of the programme etc.

4.4. The Offerings detailed in Schedule 1 shall be the scope of service to be rendered by **HET** which will be adhered to by **HET** during the term of this MOU.

5. OTHER OBLIGATIONS OF NDC

5.1. **NDC** shall extensively promote **HET** Offerings so that greater populace of students in **PU** shall benefit from this initiative. As previously indicated in Clause 1.1 above, being a value-based model of education, **NDC** may make all or any part of the Offerings, as applicable, a part of their curriculum for the students on a mutually agreed basis between the Parties.

5.2. **NDC** shall:

- i) Take initiatives such that its students shall attend the sessions conducted by **HET** with an objective to help them develop ideal value systems within to make them global citizens;
- ii) Facilitate students to integrate and imbibe such values into their lives and education;

- iii) Jointly conduct surveys at regular intervals to find the effectiveness of the programs conducted pursuant to this MOU;
- iv) Encourage its students, faculty, staff and administration to share written, audio and/or video testimonials with respect to any training programs, workshops or seminars conducted by **HET**;

6. FINANCIAL UNDERSTANDING

6.1. **HET** shall provide its services with respect to Heartfulness meditation practices on **free of charge** basis at all times as agreed. However, it is hereby agreed that certain expenses relating to but not limited training programs, workshops and faculty shall be on a charged in the following manner. SP shall bear the expenses:

i) relating to the Offerings in terms of material, recommended readings, library heartfulness corner, meditation room(s) to be used by students and teachers at NDC shall be borne by NDC and the same would be set up as per the recommendations made by HET.

ii) for training programs for faculty and students organised at HET centres, wherein an appropriate per diem expense would be undertaken by NDC for boarding and lodging of the participants.

6.2. Logistic:

NDC shall reimburse all expenses with respect to (i) all actual to and from travel expenses, including but not limited to train, bus, flight and taxi, borne by all the **HET** trainers and special guests who are invited to **NDC** for conducting sessions/programs, (ii) food and (iii) other miscellaneous expenses shall be reimbursed. **NDC** shall provide accommodation facilities to such trainers and special guests. HET shall provide such guidelines as necessary.

7. TERM

7.1. This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of **NDC** or such other premises as may be mutually agreed upon in writing.



- 7.2. This MOU shall come into effect from the Execution Date and shall remain in force for a period of one year thereafter.
- 7.3. This MOU shall terminate after completion of the term of one year from the Execution Date, without any financial obligations of Parties, except for any pending reimbursements and costs as provided herein.
- 7.4. The Parties may execute similar agreements for similar initiatives in future or even extend the term of this MOU for such further periods as mutually agreed to by the Parties.
- 7.5. Either Party may voluntarily terminate this MOU by giving a 3 months' notice in writing to the other.
- 7.6. The provisions of this Clause 6.6 and 8 and all of its sub-clauses will survive any expiration or termination of this MOU.

8. ASSIGNMENT

This MOU is personal to the Parties and the rights and obligations established herein shall not be assignable by the Parties, except to the extent expressly permitted under this MOU or with the prior written consent of the other Party.

9. INTELLECTUAL PROPERTY

- 9.1. Neither Party shall exercise any rights in the trademarks, copyright or other intellectual property of the other Party, except as expressly stipulated herein.
- 9.2. All intellectual property rights including all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect ("**IPR**") with respect to (a) "Heartfulness", (b) "Heartfulness Relaxation", (c) "Heartfulness Meditation", (d)

"Heartfulness Cleaning", their techniques and/or connected procedures therein and (d) the title and content/modules or any other information shared with PU, its staff, students and teachers, as the case may be, as part of the Offerings of HET, and (e) other trademarks belonging to **HET** or of those of its associates, (collectively referred to as "**Heartfulness IP**") as and when used by **HET** under license shall always vest with **HET** or its associates, as applicable. **HET** reserves the right to use the same internally or externally at its sole discretion.

- 9.3. This MOU in no way creates or conveys any ownership interests in Heartfulness IP to **NDC**. **NDC** shall only use such Heartfulness IP or any part thereof, in the manner and form previously approved in writing by **HET** and in coordination with and assistance of **HET** authorized representatives.
- 9.4. **HET** reserves the right to modify, change or improve such Heartfulness IP in the manner it deems fit and implement such changed versions of Heartfulness IP or wellness techniques at any time during the term of this MOU.
- 9.5. The Parties agree that all ownership rights in any and all testimonials submitted in accordance with Clause 4.2 (iv) above shall vest with **HET**.

10. INDEMNITY

- 10.1. Except for cost reimbursements, the services provided by **HET's** with respect to the Offerings are on a mutual basis and free of cost. Only willing participants for their own wellbeing / self-development are required to participate. **NDC** may for development of its students make the **HET** programs, modules and/or workshops as part of its curriculum. The Parties, therefore, agree that such services do not give rise to any kind of damage or liability to anybody who participates and therefore no damage can arise therefrom. No indemnity is therefore provided herein. The Parties agree that that **HET** programs do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.
- 10.2. In the event **NDC** breaches the terms of Clause 8 (intellectual property) of this MOU, **HET** shall be entitled to seek specific performance against the PU for performance of its obligations under Clause 8 (intellectual property) of this MOU in addition to any and all other legal or equitable remedies available to it.

11. GOVERNING LAW, JURISDICTION & ARBITRATION

11.1. This MOU shall be construed, interpreted and enforced in accordance with laws of India. In case of any differences between the Parties, they shall make all efforts to settle the disputes amicably through mutual discussion and negotiation within [• days], failing which, dispute(s) shall be referred to a sole arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996. Language of arbitration shall be English and place of arbitration shall be [Vijayawada, Andhra Pradesh].

11.2. Subject to the arbitration Clause 10.1 above, the courts of competent jurisdiction at [Vijayawada] shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.

12. MISCELLANEOUS


- i) This MOU together with any other documents including but not limited to memorandum of understandings, communications exchanged between the Parties defining responsibilities, obligations of both the Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU constitute the entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this MOU.
- ii) This MOU can only be amended in writing by mutual consent of both the Parties. No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of both the Parties.
- iii) This MOU may be executed in counterparts and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this Agreement.
- iv) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- v) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

- vi) The arrangement contemplated herein being in nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved except as provided for herein.
- vii) None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between **HET** and **NDC** and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It is on principle to principle basis.

IN WITNESS WHEREOF the Parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

For **HEARTFULNESS
EDUCATION TRUST**

For **NISHITHA DEGREE
COLLEGE, NIZAMABAD,
TELANGANA**


(Srija - Trainee)

[insert the name of the
representative]

TRUSTEE

Date: 01-06-2021



[DR Rajendra Sagar]

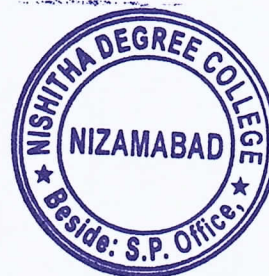
PRINCIPAL

Date: 01-06-2021

Witnesses:

- 1) Nagesh
- 2) Sucharitha

PRINCIPAL
Nishitha Degree College
Near: S.P. Office, NIZAMABAD.



SCHEDULE- 1 **Scope of Work**

Heartfulness Education Trust (HET) shall offer the following programs specifically developed for specific needs of the University:

- 1. Staff Training:** HET shall impart a training program on "Wellness at work" to all Principals, Teachers and Staff of the **NDC** institutions at its campus. **NDC** may at its sole discretion make it compulsory for their faculty/staff. Initially, this would be a three-day program to introduce the Heartfulness Meditation Practice and how it can be integrated into best education practices. This wellness program can also be offered at Kanha Shanti Vanam, the world headquarters of Heartfulness located near chegur village, RangaReddy district with a residential programme facility on mutually agreed basis.
- 2. In-depth Faculty Training on Heartfulness Curricula:** Following initial introduction, interested faculty would be provided a longer duration in-depth teacher training program to further enhance and develop the Heartfulness tools and Curricula. This program would be developed suitably by Heartfulness Education Trust and made available at Kanha Shanti Vanam / Heartfulness centers or on **NDC** campus on an ongoing basis on agreed intervals during the term of this MOU.
- 3. HELM (Heartfulness Enabled Leadership Mastery) curriculum for students :** HET shall choose a college on **NDC** campus to begin an in-depth training for students. This would cover a [3 day] induction program and a [16-week] life-skills course which will be followed by subsequent foundational leadership programs such as 'Discover', 'Develop', 'Deepen', 'Dedicate' etc which can be included as credit courses. These are core Heartfulness programs conducted by certified Heartfulness trainers which will be experiential sessions of 60-90 minutes for each student group.
- 4. Internships for students:** Faculty offering 'Heartful Electives' can design projects that aim to integrate ethical and contemplative aspects into particular student projects.
- 5. Leadership Conclave/Roundtable on Heartfulness Leadership:** HET shall conduct a 3-day workshop for the senior management of **NDC**, including to limited to the vice-chancellors, registrars of **NDC** to shine some light on the relationship between meditation and education.

6. **H.E.A.R.T: HET** shall conduct a workshop for the faculty at **NDC**, to inspire them to teach in a reflective manner and also to help them integrate meditative aspects to their course design.

7. **Heartfulness Meditation Workshop: HET** shall introduce the experience of Heartfulness Meditation to the administration department, the ground staff, general public and parents of the students at **NDC** through a 3-day experiential workshop.

8. **Inner Well Being Workshop: HET** shall introduce the experience of Heartfulness Meditation to counsellors and/or peer counsellors and provide them with techniques to help students handle situation in a calmer manner, through a 3-day workshop.