

MGM SCHOOL OF BIOMEDICAL SCIENCES

Inward No. MGM/SBS/ 660

Date 21/2/24

Receiver Signature *JL*



महाराष्ट्र MAHARASHTRA

2023

64AA 410753



MEMORANDUM OF UNDERSTANDING

Between



MGM SCHOOL OF BIOMEDICAL SCIENCES, NAVI MUMBAI
(A constituent unit of MGM INSTITUTE OF HEALTH SCIENCES)
(Deemed University u/s 3 of UGC Act 1956)
Grade "A++" Accredited by NAAC
Sector 1, Kamothe Navi Mumbai-410209, Tel.No.022-27437631, 27432890

And

heartfulness
purity weaves destiny
INSTITUTE

Heartfulness Institute, Kanha Shanti Vanam, Kanha Village, Nandigama Mandal, Rangareddy district, Telangana, Pin: 509325

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

- ii) MGMSBS, NM intends to procure training and experiential learning services provided by HI 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, HI and MGMSBS, NM 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. MGMSBS, NM 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 MGMSBS, purpose and be of help to the society at large. MGMSBS, NM has represented that it is a leading university 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 MGMSBS, NM.

- 1.2. HI has agreed to be helpful in such mission through its offerings as lies out in Schedule 1 ("Offerings").

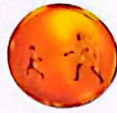
- 1.3. Both the Parties, hereby express their commitment to collaborate with each other to conduct (i) educational, (ii) Heartfulness relaxation, meditation and (iii) other connected wellness workshops to help students' teachers to regulate their minds, moderate their tendencies, increase their concentration, sharpen the use of their will, introspect and self-analyses and accept people and situations in general, (iv) Integrative Research. Through such workshops and Offerings of HI, they intend to help the students to improve their learning skills and behavior, and inculcate humility, emotional maturity, confidence, stress management, self-awareness and most importantly, develop a sense of purpose towards life, as a research point to provide the scientific knowledge.

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 MGMSBS, pose and objectives envisioned under this MOU.

3. RESOURCES

- 3.1. MGMSBS, NM shall make arrangements at its agreed venue(s) with required reference and reading material as specified by HI, 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. HI 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.
- 3.3. HI shall provide support to orient MGMSBS, NM's teachers to conduct the sessions as advised by HI for the students at MGMSBS, NM and shall provide such external support as required. Through these Offerings HI will make students at MGMSBS, NM 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.
- 3.4. 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 HI. HI shall share the content of such reading materials, literature, video recordings and other such material with MGMSBS, NM, before distributing the same to the participants.
- 3.5. The Parties further agree that at HI'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.
- 3.6. The Offerings detailed in Schedule 1 shall be the scope of service to be rendered by HI which will be adhered to by HI during the term of this MOU.

4. OTHER OBLIGATIONS OF MGMSBS, NM

- 4.1. MGMSBS, NM shall extensively promote HI Offerings so that greater populace of students in MGMSBS, NM shall benefit from this initiative. As previously indicated in Clause 1.1 above, being a value-based model of education, MGMSBS, NM 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.
- 4.2. MGMSBS, NM shall:
 - i) Take initiatives such that its students shall attend the sessions conducted by HI 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 HI;



5. FINANCIAL UNDERSTANDING

5.1. HI 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 charged in the following manner. MGMSBS, NM 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 MGMSBS, NM shall be borne by MGMSBS, NM and the same would be set up as per the recommendations made by HI.
- ii) for training programs for faculty and students organized at HI centers, wherein an appropriate per diem expense would be undertaken by MGMSBS, NM for boarding and lodging of the participants.

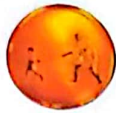
5.2 Logistic:

MGMSBS, NM 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 HI trainers and special guests who are invited to MGMSBS, NM for conducting sessions/programs, (ii) food and (iii) other miscellaneous expenses shall be reimbursed. MGMSBS, NM shall provide accommodation facilities to such trainers and special guests. HI shall provide such guidelines as necessary.



6. TERM

- 6.1. This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of MGMSBS, NM or such other premises as may be mutually agreed upon in writing.
- 6.2. This MOU shall come into effect from the Execution Date and shall remain in force for a period of five (5) year thereafter.
- 6.3. 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.
- 6.4. 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.
- 6.5. Either Party may voluntarily terminate this MOU by giving a 3 months' notice in writing to the other.
- 6.6. The provisions of this Clause 6.6 and 8 and all of its sub-clauses will survive any expiration or termination of this MOU.



7. 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.

8. INTELLECTUAL PROPERTY

8.1. Neither Party shall exercise any rights in the trademarks, copyright or other intellectual property of the other Party, except as expressly stipulated herein.

8.2. 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 (e) the title and content/modules or any other information shared with MGMSBS, NM, its staff, students and teachers, as the case may be, as part of the Offerings of HI, and (f) other trademarks belonging to HI or of those of its associates, (collectively referred to as "Heartfulness IP") as and when used by HI under license shall always vest with HI or its associates, as applicable. HI reserves the right to use the same internally or externally at its sole discretion.

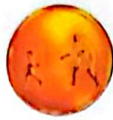
8.3. This MOU in no way creates or conveys any ownership interests in Heartfulness IP to MGMSBS, NM. MGMSBS, NM shall only use such Heartfulness IP or any part thereof, in the manner and form previously approved in writing by HI and in coordination with and assistance of HI authorized representatives.

8.4. HI 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.

8.5. The Parties agree that all ownership rights in any and all testimonials submitted in accordance with Clause 4.2 (iv) above shall vest with HI.

9. INDEMNITY

9.1. Except for cost reimbursements, the services provided by HI'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. MGMSBS, NM may for development of its students make the HI 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 HI programs do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.

- 9.2. In the event MGMSBS, NM breaches the terms of Clause 8 (intellectual property) of this MOU, HI shall be entitled to seek specific performance against the MGMSBS, NM 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.

10. GOVERNING LAW, JURISDICTION & ARBITRATION

10.1. 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 [30 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 Hyderabad.

10.2. Subject to the arbitration Clause 10.1 above, the courts of competent jurisdiction in Hyderabad shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.

11. MISCELLANEOUS

- [Handwritten signature]*
[Handwritten signature]
- 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 HI and MGMSBS, NM 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 a principle-to-principle basis.
- viii) MGMSBS, NM agrees that the participants to any of the HI program shall participate voluntarily. The practices prescribed by HI are not substitutes for any medical prescription or medical advice, if any, recommended by any medical practitioner.

Handwritten initials: HS, Mo, Hn, ny
 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 INSTITUTE	For MGM SCHOOL OF BIOMEDICAL SCIENCES, MGMIHS
<i>Handwritten signature: Sairam Reddy</i>	<i>Handwritten signature: Mansee Thakur</i>
Dr Sairam Reddy Palicherla Director, Heartfulness Institute	Dr Mansee Thakur Director MGMSBS, NM

Witness 1: *Handwritten signature: Dr. Yogesh Patel*

Director
 MGM School of Biomedical Sciences
 MGM Institute of Health Sciences
 Kamothe, Navi Mumbai- 410 209, India

Witness 2: *Handwritten signature: Dr. Himanshu Gupta*

SCHEDULE- 1
 Scope of Work

Heartfulness Institute (HI) shall offer the following programs specifically developed for specific needs of the University:

1. Staff Training: HI shall impart a training program on "Wellness at work" to all Principals, Teachers and Staff of the MGMSBS, NM institutions at its campus. MGMSBS, NM 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 MGMSBS, NM campus on an ongoing basis on agreed intervals during the term of this MOU.



3. HELM (Heartfulness Enabled Leadership Mastery) curriculum for students: HI shall choose a college on MGMSBS, NM campus, NMs 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 Leaderships: HI shall conduct a 3-day workshop for the senior management of MGMSBS, NM, including to limited to the vice-chancellors, registrars of MGMSBS, NM to shine some light on the relationship between meditation and education.
6. H.E.A.R.T: HI shall conduct a workshop for the faculty at MGMSBS, NM, 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: HI shall introduce the experience of Heartfulness Meditation to the administration department, the ground staff, general public and parents of the students at MGMSBS, NM through a 3-day experiential workshop.
8. Inner Well Being Workshop: HI shall introduce the experience of Heartfulness Meditation to counsellors and/or peer counsellors and provide them with techniques to help students handle situations in a calmer manner, through a 3-day workshop.

