

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") has been agreed, made and executed on this, the 1st day of October, 2020

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 [(hereinafter referred to as "HET") which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees.]

And

SATYAM COLLEGE OF EDUCATION, located at C-56A /14 & 15, C Block, Phase 2, C Block, Sector 62, Noida, Uttar Pradesh, [(hereinafter referred to as "SCE") which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees.]

As the context may require, **HET** and **SCE** are collectively referred to as the 'Parties' and individually referred to as 'Party' in this MOU.

WHEREAS:

- I) Heartfulness Education Trust ("**HET**") is a Public Charitable Trust registered under the Indian Trust Act, 1882 *Inter alia* with an objective to impart an 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.

SCE, a Top B.Ed college in NOIDA, India promoted by Satyam Charitable Trust (SCT), has been established with a firm commitment to foster a holistic approach to facilitate and promote studies and research in emerging areas of Education. Aim being to achieve excellence in the Educational field towards development of Education in the era of globalization. It focuses on development of its students not only by imparting quality education in teacher training but also in instilling a sense of self-worth and discipline. Students would get opportunities to participate in numerous co-curricular activities on and off the campus, to realize their true worth and potential.

- II) **HET** through its 'Heartfulness' Initiatives offers 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.

- iii) In order to stimulate and facilitate the development of programmes/modules which serve to enhance educational, social, spiritual & emotional development of students through a collaborative approach with **HET** through training and experiential learning **SCE** has agreed on the terms mentioned herein in support of its interest in the field of education and is desirous of promoting mutual cooperation by organizing and conducting educational workshops for mental, spiritual and psychological well-being of its students, and desires to extend the basis for friendly and cooperative collaboration by way of this MOU.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

PURPOSE AND OBJECTIVES

SCE desires to create an example for its University by offering the best for its students so as to enable them to lead lives with purpose and help the society at large. **SCE** has represented that it is a leading University that offers high quality education and its priority is to provide its students values, inner development so as to perform better in studies & be leaders in nation building. It seeks to provide basic life skills to manage challenges in relationship, avoid intoxicating abuses, digital addiction and dealing with stress of modern life. It aims to enable the University 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 the College.

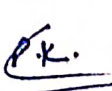
HET has agreed to be helpful in such mission through its offerings and in addition to the above, conduct a thorough teacher and administrative staff training program in "Heartfulness" approach for their inner development so as to enable them to encourage students in this program.

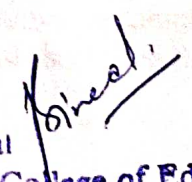
Both the Parties, by executing this MOU express their commitment to collaborate with each other to conduct Educational, Relaxation, Meditation and other connected Wellness workshops which will help students, teachers in regulation of mind, moderation of tendencies, concentration, sharpening the use of will, self-analysis and acceptance of people and situations. In terms of skills and competencies, it will help the students to have improved learning skills, improved behavior, humility, emotional maturity, and confidence, stress management, self-awareness and most importantly, develop purpose towards life.

FACILITATORS

Both the Parties shall nominate one or more representatives, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review the response received for the workshops and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU.

RESOURCES


Authorised Signatory
Heartfulness Education Trust


Principal
Satyam College of Education
C-56A/14 & 15, Sector-62,
NOIDA-201305

- i) **SCE** shall make arrangements at its agreed venue(s) with required reference reading material, through a heartfulness corner in the library, meditation practice room, audio-visual and other facilities and equipment required for conduct of the programmes.
- ii) **HET** shall nominate teachers, trainers and support staff, for conducting, providing training as envisaged in this MOU to participants at these workshops.
- iii) **HET** shall provide support to orient their teachers to conduct these **HET** sessions for their students and will provide full external support. **HET** will make students of institutions conducted by **SCE** understand values and their role in improving the quality of life and enable them to impart spiritual training as an Extension Activity in its institutions and when feasible.
- iv) The Parties shall agree to distribute reading materials/ promotional/ literature to the participants, through any means including video recordings. **HET** shall share the content of such reading materials/ literature/ video recordings etc., with **SCE**, before distributing such materials to the participants.
- v) They shall agree to distribute Promotional items like 'T' shirts, memento and other merchandise or articles at the venue of the programme and at **HET's** discretion set-up stalls for distribution of such Promotional items and details of the programme etc.
- vi) The detailed Scope of Service to be rendered by **HET** are listed out in Schedule 1 to this MOU which will be adhered to by **HET** during the term of this MOU.

OTHER OBLIGATIONS OF SCE

SCE shall extensively promote **HET** programs so that greater populace of students shall benefit out of the initiative. As indicated elsewhere in this MOU, being value-based model of education, **SCE** can make the initiatives/ programs/ Modules of **HET** as part of curriculum for the students on a mutually agreed basis.

SCE shall:

- i) Take initiatives such that its students shall attend the sessions taken by **HET** with an objective to help them achieve / inculcate the desired value systems to make them global citizens;
- ii) Facilitate students integrate the values imbibed into their lesson plans;
- iii) Jointly conduct surveys to find the effectiveness of the program carried out at regular intervals.

FINANCIAL UNDERSTANDING

HET shall provide its services in Heartfulness meditation practices on free of charge basis at all times as agreed. However, it is agreed that certain expenses relating to the training program,

faculty etc. shall be on a chargeable basis as under:

Expenses relating to the program in terms of material (recommended reading, library heartfulness corner, meditation room would be set up as per Heartfulness Education Trust recommendations at the University to be used by students and faculty as per the course requirements).

For training programs for faculty and students organized at the centers of Heartfulness Education trust an appropriate per diem expense would be undertaken by the University for boarding and lodging.

Logistic:

Reimbursement of actual travel expenses for HET trainers and special guests who are invited to **SCE** campus for conducting sessions/programmes. Actual to & fro airfare & taxi far from place of residence, food and miscellaneous expenses shall be reimbursed. Stay facilities shall be to the account of **SCE**. We would provide a guideline.

TERM

This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of **SCE** or such other premises as may be mutually agreed upon and shall remain in force for a period of one year, commencing from the date of execution. This MOU shall terminate after completion of the term of one year, without any financial obligations of Parties, except for pending reimbursements and costs as provided herein. Both the Parties may execute similar agreements for similar initiatives in future or even extend the term of this MOU for such further periods. Either party can voluntarily terminate this MOU by giving 3 months' notice in writing to the other.

It is agreed that **SCE** shall not copy or infringe upon the initiatives or programmes of **HET** in terms of its program offerings, videos, materials in any of their other individual initiatives and all copyrights shall vest with **HET**.

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.

INDEMNITY

Except for cost reimbursements, the Services offered by **HET** are on a mutual basis and free of cost. Only willing participants for their own wellbeing / self-development are required to participate. **SCE** may for development of its students make the **HET** Programmes/Modules 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. It is clearly understood that **HET** programs do not guarantee success of its objectives or initiatives mentioned in the Article above.

GOVERNING LAW, JURISDICTION & ARBITRATION

Principal *[Signature]*
Satyam College of Education
C-56A/14 & 15, Sector-62,
NOIDA-201305

[Signature]
Authorised Signatory
Heartfulness Education Trust

This MOU shall be construed, interpreted and enforced in accordance with Laws of India. In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, 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. Subject to the Arbitration Clause, the Courts of competent jurisdiction at Vijayawada shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

MISCELLANEOUS

- i) 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.
- ii) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged 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.
- iii) 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.
- iv) 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.
- v) The arrangement contemplated herein being in nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved.
- vi) None of the provisions of this agreement as stated above shall be deemed to constitute a partnership between **HET** and **SCE** and no 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;
- vii) Neither party shall exercise any rights in the trademarks, copyright or other intellectual property of the other party, except as expressly stipulated herein.
- viii) All intellectual property rights (IPR) in "Heartfulness", The "Heartfulness" technique of Relaxation/ its connected procedures, "Heartfulness" Relaxation, Heartfulness Cleaning and other Trademarks of **HET** or of those of its associates used by **HET** under license shall always vest with **HET** or its associates and it reserves the right to use the same internally or externally at its sole discretion. **SCE** shall not have any rights over the program content/module usage which may be exploited by **SCE** only with the prior written permission of **HET** and in coordination and assistance of **HET** authorized representatives who are experts in this area. If the version of "Heartfulness" Relaxation/ its connected procedures, "Heartfulness Meditation" is modified or improved, **HET** may implement such changed versions of wellness techniques anytime during the term of this MOU.

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 **BATYAM COLLEGE OF EDUCATION**

TRUSTEE

PRINCIPAL

Witnesses:

Authorized Signatory
Heartfulness Education Trust

Principal
Batyam College of Education
C-56A/14 & 15, Sector-62,
NOIDA-201305

- 1) *Harit Singh*
2) *S/o. Sh. Keshav Singh*
M-473A, Sanjay Nagar-2, Sec-23, Gurgaon
Sec. 23, G. & R.
- Naveen Kumar*
40, 1st Floor
Navya Market
Cheeruband

SCHEDULE- 1 Scope of Work

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

- Staff Training:** HET shall impart a training program on "Wellness at work" to all Principals, Teachers and Staff of the **SCE** Institutions at its campus. **SCE** 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.
- 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 center on **SCE** campus on an ongoing basis on agreed intervals during the term of this MOU.
- HELM (Heartfulness Enabled Leadership Mastery) curriculum for students:** HET shall choose a college on **SCE** 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 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.

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