

**MEMORANDUM OF UNDERSTANDING  
(MoU)**

**Between**



**HEARTFULNESS EDUCATION TRUST**

**and**



**SHRIMATHI DEVKUNVAR NANALAL BHATT  
VAISHNAV COLLEGE FOR WOMEN [Autonomous]  
[A Unit of Cork Industries [Vaishnav College] Charities Trust]**

**For  
Collaborative / Integrated Yoga and Wellness Programs**

**[Renewal]**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "**MOU**") has been agreed, made and executed on this 4<sup>th</sup> day of August 2023.

### Between

**HEARTFULNESS EDUCATION TRUST**, a registered trust having its registered office at Kanha Shanti Vanam, World Headquarters Kanha Village, Nandigama Mandal, Hyderabad, Telangana 509325, 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

**SHRIMATHI DEVKUNVAR NANALAL BHATT VAISHNAV COLLEGE FOR WOMEN**, owes its existence to the kind munificence of Shri. Nanalal Bhatt. The foundation stone was laid in June 1968 by his Excellency the then Governor of Tamilnadu, Shri SardarUjjal Singh under the Presidency of the then Vice-Chancellor of the Madras University Dr. A. Lakshmanaswamy Mudaliar. The College was formally inaugurated on 19.09.1968 by his Excellency the then Governor of Tamil Nadu, Shri SardarUjjal Singh. The College owned and managed by the Cork Industries Charities Trust, caters to the needs of women students in and around South Chennai.

The College has been offering Heartfulness meditation for the past five years. Syllabus for yoga and wellness has been included in the undergraduate program that has been passed through the Academic Council of the College and given credits (Annexure -I). Yoga instructors and meditation trainers of Heartfulness Institute, Chennai, visit the College and teach the undergraduate students yogic exercises, heartfulness relaxation, cleaning, meditation and prayer. Every year, about 2000 students complete a 12-week yoga cum meditation program and receive certificates. The College is located at Shanthi Nagar, Chromepet, Chengalpattu District, Chennai-600044, Tamil Nadu (hereinafter referred to as "**SDNBVC**", 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 **SDNBVC** shall herein after be collectively referred to as the "**Parties**" and individually referred to as "**Party**" in this MOU)

## **WHERE AS:**

- i) **HET** is a public charitable trust registered under the Indian Trust Act, 1882 *inter alia* with an objective to impart Heartfulness approach that includes various wellness programmes such as relaxation, purging of the mind and meditation. Value-based educational programmes are made available to all who are willingly interested in individual development and wellbeing in Schools, Colleges, government organizations, corporate and so on. HET is also engaged in conducting various Teachers' training programmes in collaboration with certain State Governments/ Education Institutions.
- ii) **SDNBVC** is an Arts and Science College started with an intention to cater to the growing requirements of Higher Education of the region in general, and of Chengalpattu district, in particular. **SDNBVC** 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.
- 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) **SDNBVC** 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 SDNBVC 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.
- v) Initially, the Memorandum of Understanding was entered by the parties on 17<sup>th</sup> March 2021 for a period of 2 years (TWO YEARS) and now the parties have decided to renew the Memorandum of Understanding for the stated purpose.

## **NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:**

### **1. PURPOSE AND OBJECTIVES**

- 1.1. **SDNBVC** 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. **SDNBVC** has represented that it is a leading Arts and Science College offering high quality education and its priority is to provide its students values, inner development enabling them to perform better in their education and 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 **SDNBVC**.
- 1.2. HET has agreed to be helpful in such mission through its offerings as listed 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-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. **SDNBVC** shall make arrangements at its agreed venue(s) with required reference and reading material as specified by HET, by 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.
- 3.3. **HET** shall provide support to orient **SDNBVC's** teachers to conduct the sessions as advised by **HET** for the students at **SDNBVC** and shall provide such external support as required. Through these Offerings **HET** will make students at **SDNBVC** 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 **HET**. **HET** shall share the content of such reading materials, literature, video recordings and other such material with **SDNBVC**, before distributing the same to the participants.
- 3.5. 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.
- 3.6. 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.

#### **4. OTHER OBLIGATIONS OF SDNBVC**

- 4.1. **SDNBVC** shall extensively promote **HET** Offerings so that greater populace of students in **SDNBVC** shall benefit from this initiative. As previously indicated in Clause 1.1 above, being a value-based model of education, **SDNBVC** 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. **SDNBVC** 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**;

## **5. FINANCIAL UNDERSTANDING**

5.1. **HET** shall provide its services with respect to Heartfulness meditation practices on a free of charge basis at all times as agreed. However, it is hereby agreed that certain expenses relating to but not limited to training programs, workshops and faculty shall be charged in the following manner. **SDNBVC** 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 **SDNBVC** shall be borne by **SDNBVC** and the same would be set up as per the recommendations made by HET.
- ii) Relating to hospitality for the **HET** trainers and special guests who are invited to **SDNBVC** for conducting sessions/programs

## **6. TERM**

6.1. This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of **SDNBVC** 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 **three years** thereafter.

6.3. This MOU shall terminate after completion of the term of **three years** 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 (d) the title and content/modules or any other information shared with **SDNBVC**, it's 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.
- 8.3. This MOU in no way creates or conveys any ownership interests in Heartfulness IP to **SDNBVC**. **SDNBVC** 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.

8.4. 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 anytime during the term of this MOU.

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

## **9. INDEMNITY**

9.1. 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. **SDNBVC** 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 there from. 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.

9.2. In the event **SDNBVC** breaches the terms of Clause 8 (intellectual property) of this MOU, HET shall be entitled to seek specific performance against **SDNBVC** 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 three months, 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**

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 **SDNBVC** 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.
- viii) **SDNBVC** agrees that the participants to any of the HET program shall participate voluntarily. The practices prescribed by HET are not substitutes for any medical prescription or medical advice, if any, recommended by any medical practitioner.

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.