



### **MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding has been agreed, made and executed on this from 27-11-2022 onwards.**

#### **Between**

**HEARTFULNESS EDUCATION TRUST**, a registered trust having its registered office at no. 40-15-9/12, Nandamuri Road, Venkateswarapuram Post Office, Vijayawada-520010, 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**

University Of Allahabad (UoA), the University of Allahabad is a central University located in Prayagraj, Uttar Pradesh India. It's main campus located in Senate House, Old Katra, Prayagraj, Uttar Pradesh 211002. In its Central University status was restored through the University of Allahabad Act, 2005 of the Parliament of India.

(**HET** and **UoA** 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 organisations, 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) **UoA** is a leading Institute of National Importance by statutory enactment to cater to the growing requirements of Higher Education. **UoA** desires to provide and inculcate In its students' values and inner development in order

this programme].

- 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 and 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/Coordinators**") 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. **UoA** 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 with due consent of Librarian, 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 programmes pursuant to this MOU.
- 3.3. **HET** shall provide support to orient **UOA's** teachers to conduct the sessions as advised by **HET** for the students at **UOA** and shall provide such external support as required. Through these Offerings **HET** will make students at **UoA** 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.



for them to perform better as students and be leaders for growth in Nation-building. **UoA has 11 constituent Colleges and one Constituent Institute.**

- 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, and 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) **UoA** 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 the educational, social, spiritual & emotional development of students. Further, HET and **UoA**, 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**

- 1.1. **UoA** 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. **UoA** 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 **UoA**.
- 1.2. HET has agreed to be helpful in such a mission through its offerings as listed out in Schedule 1 ("**Offerings**"). [HET may also conduct a thorough teacher and administrative staff training programme in the Heartfulness approach for their inner development so as to enable them to encourage students in





- 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 UoA, 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 programme 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 UoA

- 4.1. UoA shall extensively promote HET Offerings so that a greater populace of students shall benefit from this initiative. As previously indicated in Clause 1.1 above, being a value-based model of education, UoA 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. In the view of implementing National Education Policy 2020 (NEP-2020), parties may make curricula as per University guidelines on "Stress Management and Yogic Science: Theory and Practice" as Open Elective Course/Elective Course or vocational course in which students will be skilfully trained by Yoga-Vidyā.
- 4.3. UoA shall:
- 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;
  - Facilitate students to integrate and imbibe such values into their lives and education;
  - Jointly conduct surveys at regular intervals to find the effectiveness of the programmes conducted pursuant to this MOU;

- iv) Encourage its students, faculty, staff, non-teaching staff and administration to share written, audio and/or video testimonials with respect to any training programmes, workshops or seminars conducted by HET;

## 5. FINANCIAL UNDERSTANDING

5.1. 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 programmes, workshops and faculty shall be on a charged in the following manner. UoA 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 UoA shall be borne by UoA and the same would be set up as per the recommendations made by HET.
- ii) For training programmes for faculty and students organised at HET centres, wherein an appropriate per diem expense would be undertaken by UoA for boarding and lodging of the participants.
- iii) University may provide TA/DA to its Teaching and Non Teaching employees for attending the programmes under this MOU with prior approval of the Hon'ble Vice Chancellor as per their entitlement in accordance with GOI rules as amended time to time subject to availability of funds.
- iv) University may provide To and Fro fare to the invited guests from HET limited to the Second AC train fare subject to the production of tickets in original. Hospitality arrangements be made by Coordinator of the University Guest House and expenditure be bear by the University subject to the prior approval of Programme by the Hon'ble Vice Chancellor.

### 5.2. Logistic:

UoA shall reimburse all expenses with respect to (i) all actual to and fro 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 UoA for conducting sessions/programmes, (ii) food and (iii) other miscellaneous

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 UoA, 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.

- 8.3. This MOU in no way creates or conveys any ownership interests in Heartfulness IP to UoA. UoA 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 any time 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. UoA may for development of its students make the HET programmes, 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 programmes do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.
- 9.2. In the event UoA breaches the terms of Clause 8 (Intellectual property) of this MOU, HET shall be entitled to seek specific performance against the UoA 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





expenses shall be reimbursed. UoA shall provide accommodation facilities to such trainers and special guests. HET 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 UoA or such other premises as may be mutually agreed upon in writing.
- 6.2. This MOU shall come into effect from 20.11.2022 onwards.
- 6.3. The Parties may execute similar agreements for similar initiatives in future.
- 6.4. Either Party may voluntarily terminate this MOU by giving a 3 months notice in writing to the other.
- 6.5. 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,

- 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 UoA, 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.

*Pratima Singh*  
For Shri Ram Chandra Mission  
[MS. PRATIMA SRIVASTAVA]  
ZONAL COORDINATOR  
Centre in charge  
Heartfulness Institute Prayagraj  
Allahabad  
Date:

*S. Sangita Srivastava*  
[PROF. SANGITA SRIVASTAVA]  
VICE-CHANCELLOR  
University of Allahabad  
Prayagraj-211002  
Date: *3/11/2022*  
Vice-Chancellor  
University of Allahabad

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.

In the Presence of

*Jyoti Mishra*  
3/11/2022  
1. MS. JYOTI MISHRA  
U CONNECT COORDINATOR  
Heartfulness Institute

In the Presence of

*NK*  
3/11/2022  
1. PROF. N. K. SHUKLA  
REGISTRAR  
University of Allahabad

2.

*Smita Agarwal*

*Anil Pratap*  
2. PROF. ANIL PRATAP GIRI  
Department of Sanskrit  
University of Allahabad



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 Hon'ble Vice Chancellor.
- 10.2. Subject to the arbitration Clause 10.1 above, the courts of competent jurisdiction at [Prayagraj], Uttar Pradesh 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 programmes, 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.



some light on the relationship between meditation and education.

6. **H.E.A.R.T:** HET shall conduct a workshop for the faculty at UoA, to inspire them to teach reflectively and also to help them integrate meditative aspects into their course design.
7. **Heartfulness Meditation Workshop:** HET shall introduce the experience of Heartfulness Meditation to the administration department, the ground staff, the general public and parents of the students at UoA 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 situations more calmly through a 3-day workshop.

**SCHEDULE- 1**  
**Scope of Work**

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

- 1. Staff Training:** HET shall impart a training programme on "Wellness at work" to all Principals, Teachers and Staff of the UoA institutions at its campus. UoA may at its sole discretion make it compulsory for its faculty/staff. Initially, this would be a three-day programme to introduce the Heartfulness Meditation Practice and how it can be integrated into best education practices. This wellness programme can also be offered at Kanha Shanti Vanam, the world headquarters of Heartfulness located near chegur village, Ranga Reddy 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 programme to further enhance and develop the Heartfulness tools and Curricula. This programme would be developed suitably by Heartfulness Education Trust and made available at Kanha Shanti Vanam / Heartfulness centres or on UoA 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 UoA campus to begin in-depth training for students. This would cover a [3 day] induction programme and a [16-week] life-skills course, which will be followed by subsequent foundational leadership programmes such as 'Discover', 'Develop', 'Deepen', 'Dedicate' etc, which can be included as credit courses. These are core Heartfulness programmes 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:** HET shall conduct a 3-day workshop for the senior management of UoA, including to limited to the Vice-Chancellor and Registrar of UoA to shine