



ADITYA BIRLA EDUCATION TRUST

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made on this 13th day of May 2024

BY AND BETWEEN

Aditya Birla Education Trust, a Trust registered under the Maharashtra Public Trust Act 1950, having its registered office at B-4, Aditya Birla Centre, SK Ahire Marg, Worli, Mumbai – 400030 for its initiative Mpower (hereinafter referred to as "**Mpower**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its trustees, executors, successors, or administrators of the last surviving trustee and their permitted assigns) of **ONE PART**

AND

Kamala Devi Sohanraj Singhvi Jain College of Education, a Govt. approved Minority Institution run under the auspices of **Shree S.S. Jain Sabha**, affiliated to the **Baba Saheb Ambedkar Education University (Erstwhile WBUTTEPA)** & Registered Under **National Council for Teacher Education** and having its office at **6, Ram Gopal Ghosh Road, Cossipore, Kolkata-700002** (hereinafter referred to as "**Entity**") which expression shall unless repugnant to the meaning or context thereof shall mean and include its Successors, executors and administrators, heirs and permitted assigns) of **OTHER PART**

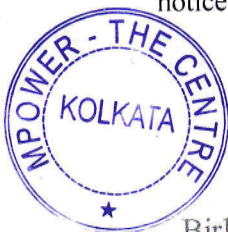
Mpower and Entity are jointly referred to as "Parties" and individually as "Party"

WHEREAS

- Mpower aims to alleviate stigma related to mental illness and provides various nonclinical services related to mental health.
- Entity in order to avail the services of Mpower with respect to its **Students ("Beneficiaries")** has approached Mpower.
- Mpower has acceded to their request and Parties have agreed to enter into this MOU.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- The Parties have agreed to collaborate and provide services as detailed in Annexure A, as per specific details and terms and conditions in the Annexure.
- The Parties shall fulfill their respective obligations solely at their own cost. The Parties agree that except for carrying out its obligations under this MOU, neither parties will have any financial obligations to pay to each other for the services provided/conducted by Mpower.
- This MOU shall become effective from 13th May 2024 and shall be valid till 18th May 2024, unless terminated early by Mpower. Mpower shall be eligible to terminate this MOU anytime by giving 7 day's advance notice to the Entity and in case of any breach or default by the Entity, without any notice in respect thereof.




SECRETARY
KAMALA DEVI SOHANRAJ SINGHVI
JAIN COLLEGE OF EDUCATION

Birla Centurion, 5th floor, Pandurang Budhkar Marg, Worli, Mumbai 400030



4. Entity agrees that except for the obligations as particularly detailed in this MOU, Mpower shall not have any other duty, obligation or any kind of liabilities whatsoever towards the entity, its beneficiaries or to any third Party. Entity shall indemnify and hold Mpower harmless or indemnified from any claims including third party claims, damages, losses, costs, expenses, suits, proceedings, actions or prosecutions suffered or incurred in the course of providing pro bono Services under this MOU whether due to any breach, default, action or inaction on part of the entity or otherwise, arising without any default or breach on part of Mpower. This Clause shall survive the termination or expiry of this Agreement.
5. Entity shall render all assistance to Mpower and fulfil all its obligations as detailed in this MOU including the Annexure(s) annexed hereto.
6. Mpower shall not be liable for the failure to perform its obligation(s) under this MOU where such failure, in the sole opinion of Mpower, is caused by Force Majeure or any other reasons beyond its control such as, but not limited to fire, flood, insurrection, industrial disturbance, inevitable accidents, war (undeclared or declared), legal prohibitions, riots or governmental restrictions, impact of Covid or any other epidemics etc.
7. This MOU or any rights or obligations hereunder shall not be assigned either fully or in part by a party without prior consent, in writing, of the other Party.
8. This MOU is on a principal-to-principal basis. Nothing in this MOU shall be deemed to constitute a partnership or agency or any such relationship between the Parties hereto, for any purpose whatsoever.
9. Nothing in this MOU shall be deemed to give any right or license to one party to use other party's name or logo in any manner whatsoever, except as authorized under this MOU or with the specific written approval of the other party. Mpower shall be eligible to display information on its social media handles, its websites, its pamphlets, brochures, books, and newspaper advertisements, or any other medium of public communication showing its association with the Entity and information or achievements pertaining to rendering mental health awareness services under this MOU.
10. Mpower expressly disclaims any representations, warranties or guarantees with respect to its Services or their suitability for any purpose whatsoever, except as expressly mentioned in this MOU.
11. This MOU shall be governed by and construed in accordance with the laws of India. All disputes between the parties arising out of this MOU are subject to exclusive jurisdiction of the Courts in Mumbai.
12. This MOU along with all the Annexures shall constitute the entire agreement between both the parties and shall supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.



SECRETARY
KAMALA DEVI SCHANRAJ SINGHVI
JAIN COLLEGE OF EDUCATION



IN WITNESS WHEREOF the parties have Signed this Agreement on the day and year first written above:

FOR AND ON BEHALF OF MPOWER	FOR AND ON BEHALF OF ENITY
Aditya Birla Education Trust	Kamala Devi Sohanraj Singhvi Jain College of Education
	
Name: Ms. Parveen Shaikh	Name: Mr. Binod Kankaria
Title: VP Operations Mpower	Title: Secretary
Witness:	Witness:

ANNEXURE A

Sessions

Mpower and Entity agree to the conduct Youth Mental Health First Aid (YMHFA) Program for the Beneficiaries ["Session(s)"] as per the schedule and other details as mentioned in below table:

Session(1)	Dates / Schedule / Timings From / To (2)	Location (3)	No. of Attendees (4)	Agenda / Topics Covered (5)	Remarks (6)
Youth, Mental health First-Aid	13 th May to 18 th May, 2024	Kamala Devi Sohanraj Singhvi Jain College of Education 6, Ram Gopal Ghosh Road, Kol-02	20-25	Capacity Building Programme	NA

Terms & Conditions:

- Session(s) mentioned at Column (1) at above table shall be conducted online or offline / face to face at the Venues as detailed in Column (3), as per schedule at Column (2) and for no. of Beneficiaries in column (4) as mentioned against each Session in Column 1.
- All arrangements for the Sessions including but not limited to arrangement of Venues, Online platform, participation of beneficiaries, facilitating their presence in the webinar and permissions, if any, required for conduct of the webinar, shall be the responsibility of Entity.




SECRETARY
KAMALA DEVI SOHANRAJ SINGHVI
JAIN COLLEGE OF EDUCATION

3. Entity shall be responsible for the upkeep and cleanliness of the premises that are occupied by Mpower for the provision of the Sessions and Entity must maintain cleanliness and hygiene of such premises at all times.
4. Mpower's responsibility shall be only to make available a Psychologist/ Counsellor to deliver the lecture on the applicable topics and address queries of the Beneficiaries attending the Session(s).
5. The Session dates, as predefined shall not be rescheduled without valid reason. Changes to schedule will not be entertained 7 days or less leading to the predefined date. If either Party has a valid reason for cancelling a Session, a second mutually acceptable date will be agreed by and between the Parties. If no such date can be agreed between the Parties, Mpower shall be eligible not to conduct the said Session. Mpower shall have the right to cancel a scheduled Session on account of the occurrence of any unforeseen circumstance including any acts of God, fire, floods, acts of public authorities, delays or default caused by common carriers, serious illness of any therapist who intends to conduct a Session or any other events outside the control of Mpower.
6. The information provided by Mpower Psychologist/ Counsellors during the Session(s) shall be only for informational purposes and the Beneficiaries may act on the basis of the said information absolutely in their own responsibility, after due verification at their end. Mpower disclaims any and all liabilities on account of any use of such information by the Participants or any third party or for any matter arising out of or connected with the conduct of the Sessions.
7. All material discussed or viewed during the Session(s) shall remain the intellectual property of Mpower and neither Entity nor beneficiaries nor their employees, agents, or representatives shall have the right to use, disseminate or distribute any such material without the prior written consent of Mpower.
8. Entity shall provide a written or digital testimonial to Mpower after completion of the Session(s).



SECRETARY
KAMALA DEVI SOHANRAJ SINGHVI
JAIN COLLEGE OF EDUCATION

