

महाराष्ट्र MAHARASHTRA

Gurgaprasaz C. Sahu Stamp Vender Salekasa

No.7/9798/4406001

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MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding (hereinafter referred to as "MOU") has been agreed, made and executed on this, the 20<sup>th</sup> December, 2022

#### 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

# SHANKARLAL AGRAWAL SCIENCE COLLEGE SALEKASA DISTRICT GONDIA,

An Academic Institution affiliated to R.T.M. Nagpur University Nagpur & Recognized by Government of Maharashtra, established in the year 2008 and located at Gadmata Road, Salekasa Gondia.







As the context may require, HET and SASC, Salekasa 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.

# SHANKARLAL AGRAWAL SCIENCE COLLEGE SALEKASA DISTRICT GONDIA, an

- ii) Academic institution established to cater to the growing requirements of Higher Education of the region in general, and of Gondia district, in particular. SASC, Salekasa desires to provide and inculcate in its students values, inner development, perform better as students and be leaders for growth in nation building.
- iii) HET through its 'Heartfulness' initiatives offers a way for balanced living through various meditation techniques. These simple and effective techniques gradually imbibes 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) 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 SASC, Salekasahas 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

SASC, Salekasa desires to create an example for its institution by offering the best for its students so as to enable them to lead lives with purpose and help the society at large.SASC, Salekasa has represented that it is a leading institute 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 students and staff to de-stress, manage life's challenges in healthy ways and find joy, purpose and fulfillment. This will directly enhance their academic and work performance and create a harmonious environment within the Institute.

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 purpose 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

- i) SASC, Salekasashall 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 SASC, Salekasa 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 SASC, Salekasa, 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 setup 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 SASC, Salekasa

SASC, Salekasashall 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, SASC, Salekasa can make the initiatives/programs/ Modules of HET as part of curriculum for the students on a mutually agreed basis.

## SASC, Salekasa 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 institute for boarding and lodging.

Logistic:

Reimbursement of actual travel expenses for HET trainers and special guests who are invited to SASC, SalekasaCampus for conducting sessions/programs. 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 SASC, Salekasa. We would provide a guideline.





#### **TERM**

This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of SASC, Salekasaor 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 SASC, Salekasa shall not copy or infringe upon the initiatives or programs 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. SASC, Salekasamay for development of its students make the HETPrograms/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

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 SASC, Salekasa 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.

campus@heartfulness.org www.heartfulness.org







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. SASC, Salekasashall not have any rights over the program content/module usage which may be exploited by SASC, Salekasa 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.

HEARTFULNESS EDUCATION TRUST

Shri Ajay Nashine Trustee CONTROL CONTRO

SHANKARLAL AGRAWAL SCIENCE COLLEGE SALEKASA DISTRICT: GONDIA

Dr.S.Narayan.Murtl

Shankarlai Agrawal Science College Salekasa

Witnesses:

1) Vanduna Agude

2) Dr Aparna S. Khursel

Jano 20/12/2022





# SCHEDULE- 1 Scope of Work

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

- 1. Staff Training: HET shall impart a training program on "Wellness at work" to all Principals, Teachers and Staff of the SASC, Salekasainstitutions at its campus. SASC, Salekasamay 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/ Heartfulnesscentersor on SASC, Salekasacampus an ongoing basis on agreed intervals during the term of this MOU.
- 3. HELM (Heartfulness Enabled Leadership Mastery) curriculum for students: HET shall choose SASC, Salekasacampus to begin an in-depth training for students. This would cover a 3 day induction program and a 10 Module weekly CertificateLife-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 coring Heartfulness programs conducted by Certified Heartfulness trainers which will be experiential sessions of 60-90 minutes for each student group.

campus@heartfulness.org www.heartfulness.org



## Maharashtra Information Technology Support Center महाराष्ट्र माहिती तंत्रज्ञान सहाय्यता केंद्र

MITSC/OUT/FEBRUARY 2023/M/1242-8

दि.14/02/2023

प्रति, मा. प्राचार्य. शंकरलाल अग्रवाल सायन्स कॉलेज, सालेकसा

विषय: मॉडेल स्किल डेव्हलपमेंट सेंटर MOU प्रत पाठवणेबाबत.....

महोदय/महोदया,

उपरोक्त विषयास अनुसरून आपणास कळविण्यात येते की, आपल्या महाविद्यालयाकडून "मॉडेल स्किल डेव्हलपमेंट" अंतर्गत पाठवलेल्या सामंजस्य कराराची प्रत आपल्या माहितीसाठी सही, शिक्क्यासह पाठवत आहोत.

कळावे, आपला विश्वास्,

यशर्वत शितोंळे अध्यक्ष महाराष्ट्र माहिती तंत्रज्ञान सहाय्यता केंद्र

सोबत : MOU ची झेरॉक्स प्रत.

Yashwant Shitole

Founder President +91 73044 29777

Mahile Gook Basement,

Khasbag Maidan - Respur-416 000



#### **AGREEMENT**

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THIS AGREEMENT is made on the Shankarlal Agrawal Science College, Salekasa - 441916, between

1. Maharashtra Information Technology Support Centre Maharashtra, We have been working for the noble cause of youth empowerment. Since 2006 our major presence is in the state of Maharashtra. Our focus is on providing job specific skills to youth as per the local & global demand of the industries. We are associated with more than 8 multi faculty universities in the state of Maharashtra, this association is through the higher and technical ministries of the government of Maharashtra. Our motto is to provide value added skilled human resources. Along with developing entrepreneurial skills among the youth. We are working with government of India & government of Maharashtra to implement their various schemes & programs related to skill development empowerment of youth. Our efforts & initiatives in this field will be ultimately useful for national development with national productivity. During this span of a decade, we have provided services to more than 33 thousand youth in 8 universities covering are of 35 districts.



IN WITNESS WHERE OF the parties have executed this agreement effective as of the date first written above.

1. For & behalf of MITSC:



Sea	l:	

Name: Yashwant Shitole

**Authorized Signatory** 

Address: pratibha nagar, Kolhapur Email: uvajagar@gmail.com Contact

Number: 7304439777

2. For & behalf of the College



Shankarlal Agrawal Science College

Name: Dr. S.N. Murthy

Authorized Signatory Address: Shankarlal Agrawal Science College

Gadmata Road, Salekasa - 441916 Email: sasciencecollege@gmail.com Contact Number: 09822366591

Witness: (Signature, Name and Address)

1. Mr. A.C. Dongapure Shankarlal Agrawal Sci. College Salekasa Rull Dapue

2. Ms. G.N. Ade shankarlal Agrawal Sci. College Salekasa Old

3. Miss Amoute Patil

Anearl

4. Mr. Rushikesh kombale

R. 1 Karble

MITJL





2. Shankarlal Agrawal Science College, Salekasa a college providing Skills Training Incorporated in India and having its business address At Shankarlal Agrawal Science College Gadmata Road, Salekasa, Dist. Gondia - 441916 (which expression shall unless repugnant to the context or meaning there of include its successors, assigns and authorized representatives) represented by its Principal Dr. S. N. Murthy

(Hereinaster referred to as Party of the Second Part- College)

AND WHEREAS the parties hereto have shown the intention to associate and co-operate with each other and the Party of the Second Part has agreed to work with the Party.

The Party of the Second Part fulfils the infrastructural parameters, delivers the agreement terms and performs by delivering their respective responsibilities to conduct the said Course(s).... (Herein after referred to as 'the Course') for the consideration and upon the terms and conditions herein contained.

And WHEREAS, the following terms and conditions are agreed and executed for the subject-matter of revenue and finance, roles, responsibilities and duties between the Parties of the First Part and the Party of the Second Part/Training Centre Partner are as follows:

#### A. FINANCIAL MATTERS:

- 1. The Training Centre shall be paid their share as 70% (after deducting TDS) of the invoice amount received by Government. [Within 5 working days from the date of receiving payment.]
- 2. The training partner shall be paid their share as 30% of the invoice amount receives by the government. (after deducting TDS) of the invoice amount received by Govt. [within 5 working days from the date of receiving payment.]
- 3. The Centre Accreditation, Affiliation, Centre Monitoring Fees & Empanelment Fees including fees paid for job role at actual required shall paid by Shankarlal Agrawal Science College Gadmata Road, Salekasa, Dist Gondia 441916 (Trainning Center), as per there requirement of PMKVY 4.0 NSDC CSSM, MSSDS of any other scheme.

#### B. ROLE OF MITSC:

- 1. MITSC will act as a facilitator for training center.
- 2. MITSC will be single point of contact for any operations related matter.
- 3. MITSC will help to college in conducting course as per government norms.
- 4. MITSC will check & review all the process regarding project.
- 5. MITSC shall make payments as per the Clauses (1) & (2) of this Agreement.
- 6. MITSC shall monitor the flow of work of training course(s) conducted by the Execution Partner Shankarlal Agrawal Science College Gadmata Road, Salekasa 441916 (Trainning Center)
- 7. MITSC shall guide and support the Execution Partner and College wheneverpossible, in conducting and execution of the training course(s).
- 8. MITSC shall coordinate with NSDC to ensure timely validation of the Centre(s) and for sufficient training target allocation to the Centre(s).
- 9. MITSC shall assist the training partner in creating industry links for on job training(OJT), internships and placements wherever necessary.

#### C. RESPONSIBILITIES OF THE COLLEGE:

- 1. That College shall appoint trainer for the purpose of training of the courseunder PMKVY 4.0 NSDC CSSM.MSSDS
- 2. That the College shall conduct TOT (Training of Trainers) of the course at itsown expenses.
- 3. That the College shall make available all the requisite infrastructure forsuccessful completion of training course(s), as per the laid Government and other norms.

That the College shall mobilize the students as per the defined eligibility criteria & compents as per the PMKVY 4.0 NSDC CSSM, MSSDS guidelines.

in the day of the assessment, the College shall ensure that the necessary facilities are provided

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to the assessor and adequate labs infrastructure with all the necessary raw materials are provided for the assessment purpose.

- 6. That College shall help execute all Training Courses and complete it within the given time limits in the guidelines of PMKVY 4.0 NSDC CSSM, MSSDS.
- 7. That College shall ensure regular classes are conducted and that there is record of 80% attendance of the trainees during the training and 100% attendance on the day of assessment.
- 8. That College shall conduct of the recruitment drive of the student after successful completion / qualification in the course(s) in the various industries, at its own cost.
- 9. That College shall provide the Training Centers with Trainer Manuals, presentation material, student workbooks and assessment sheets and other program collaterals asrequired.
- 10. That College shall support the MITSC in the duration of the training course(s) and assessment.

#### D. OTHER:

- That this Agreement shall be irrevocable until the completion and execution of all Courses under the PMKVY 3.0/4.0Scheme given to the College In case of any dispute or any controversy or any claim arising out of or relating to this agreement, or the breach there of between the Parties will be settled through Arbitration methods in the Indian Law
- 2. That this Agreement may be amended only by a written instrument signed by the duly authorized representatives of all the Parties in this Agreement.
- 3. CONFIDENTIALITY: The College shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's details, (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company Immediately upon
- 4. Duration of this agreement is 60 months from effective date of agreement.
- 5. Termination of the relationship between both the Parties, the Parties shall return to the other party any documents / things, etc. pertaining to its Company's business.
- 6. TERMANDTERMINATION: This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement in writing in thirty days prior notice. The Agreement shall be deemed terminated if the College is to be found not following the terms and conditions of this Agreement.
  - 7. PARTIAL INVALIDITY: If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will never the less continue in force without being impaired or invalidated in anyway.
  - 8. FORCE MAJEURE: The Parties here to agree that the Second Party shall not be deemed to be in default if the performance of its obligations here under is delayed or prevented by conditions constituting force majeure, strikes, fire, war, riots, floods, orany act of God, any laws, orders, rules or directions of any Government or municipalor statutory agency or authority, or any other reason. or cause what so ever beyond reasonable control of Second Party. Under the said circumstances, the First Party shall not be liable to pay any compensation for the duration constituting Force Majeure.
  - 9. JURISDICTION: That in case of any dispute between the parties, the Courts of Puneshall have the Jurisdiction.

That this agreement made on (Date; - 07-02-2023) between the parties here to and supersedes all prior or contemporaneous, oral or written understanding, negotiations, or communications on behalfof such parties in respect of the subject matter here in.

# WARDHA AMATEUR NETBALL ASSOCIATION, WARDHA

Affiliated to: Maharashtra Amateur N. B. Association

(Society Registration No. Maha 164, F-6091)

President
Mr. Sachin S. Agnihotri
Agnihotri College Campus
Ramnagar, Wardha
Ph.No.07152-661111
Mob.No.9370233170

Treasurer
Mr. Pramod G. Giradkar
Sant Tukaram Ward,Ramnagar
Wardha
Ph. No. 07152-242878(R)

General Secretary Prof. S. N. Murthy "MAA NIWAS"Navnage layout, New S.B.I. Colony, Wardha Ph. No. 07152-241411

Ref. No....

Date: 06-12-2021

# MEMORANDUM OF UNDERSTANDING (MoU) Between SHANKARLAL AGRAWAL SCIENCE COLLEGE, SALEKASA And WARDHA AMATEUR NETBALL ASSOCIATION, WARDHA

The memorandum of understanding is valid from <u>06-12-2021</u> between Shankarlal Agrawal Science College, Salekasa an academic institute affiliated to RTM Nagpur University, Nagpur located at Gadmata road, Salekasa Dist:- Gondia and Wardha Amateur Netball Association, Wardha affiliated to Maharashtra Amateur N.B. Association, having its registered office at "MAA NIWAS" Navnage layout, New S.B.I. Colony, Wardha Ta. Wardha Dist:- Wardha.

#### **Objectives**

- 1) To provide training and certificate to the Students from Shankarlal Agrawal Science College, Salekasa with less fees.
- 2) Both the parties in cooperation will conduct intercollegiate tournament.
- 3) This MOU will be effective for three years from the date of signing this MoU.
- Both parties will provide economic support to the students at University/State/National level Amateur Netball competition.

Authorized Signatory

Principal Science College

Salaktaa

**Authorized Signatory** 

Secretary General (WANAW)

Maharashtra America Net Bail Association