



## Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into as of 21<sup>st</sup> September 2023 by and between:

- Atharva School of Business (hereinafter referred to as "Atharva")  
Atharva Educational Complex, Malad-Marve Road, Charkop Naka,  
Malad West, Mumbai - 400095, Maharashtra, India

AND

- Pacific Academy of Higher Education and Research University  
(hereinafter referred to as "Pacific")  
Pacific Hills, Pratapnagar Extn., Airport Road, Debari,  
Udaipur – 313003, Rajasthan, India

### Preamble

The purpose of this MOU is to establish a framework for collaboration between Atharva and Pacific to facilitate sharing a common interest to explore, extend and strengthen the functional relationship including Academics, Research Guidance, Extension, International / National Conferences, Seminars, Workshops, Symposium, Orientation Programme, Short term Courses, Refresher Courses and Training aimed at Educational Excellence as per their given respective mandate, aims and objectives.

### Purpose and Modalities

In order to achieve the goal of inclusive education, it is necessary for **Atharva** and **Pacific** to act in a convergent manner within the purview of their respective statutory provisions by sharing the academic resources and expertise available with both parties, herewith **Atharva** and **Pacific** sign this Memorandum of Understanding (MoU) to cooperate and jointly work in the following general agreements:



1. Maximum and Sustainable use and utilization of available academic resources with both the parties, to conduct joint programmes of teaching, research, extension, and training in such a synchronized manner that each of the party entering into agreement gets maximum advantage from their mandated objectives as well as for synergizing existing academic courses, research, extension and training programmes and schemes.

### **Research and Development**

2. The faculty, officers, and research staff of Atharva and Pacific of either party if needed, may take part in teaching, research, research guidance, extension, and training activities in an academic session, as worked out and as per specialisation and for the benefit of students, topics of research, areas of extension and training by mutual consultation.
4. Undertaking Research Studies, Collaborative research programmes, and Study Exchange programmes as per respective mandates and objectives of both parties would be taken up by the Faculty members, officers, and Research staff.
5. Both parties would cooperate and encourage the sharing of experience, scientific knowledge, and technological advances, and its dissemination or expansion in communities/societies.

### **Exchange Period**

This Memorandum of Understanding is valid for a period of three years and may be extended by mutual agreement.

### **Financial Arrangements**

Each party will be responsible for the virtual arrangements and the expenses incurred during the exchange period.

### **Intellectual Property**

Each party will own the intellectual property that it creates during the exchange period. However, each party grants the other party a non-exclusive, royalty-free license to use its intellectual property for educational purposes.



## Termination

Either party may terminate this MOU at any time by giving written notice to the other party at least six months in advance.

## Signatures

Atharva School of Business

Pacific Academy of Higher Education  
and Research University

[www.atharvasb.edu.in](http://www.atharvasb.edu.in)

[www.pacific-university.ac.in](http://www.pacific-university.ac.in)

Dr. Swati Parab  
Director  
Atharva School of Business

**DIRECTOR**  
**ATHARVA SCHOOL OF BUSINESS**  
**MUMBAI - 95**

Dr. Krishna Kant Dave  
President  
Pacific Academy of Higher  
and Research University

**PRESIDENT**  
**Pacific Academy of Higher Education**  
**& Research University**  
**Udaipur (Rajasthan)**

[www.atharvasb.edu.in](http://www.atharvasb.edu.in)  
[info@atharvasb.edu.in](mailto:info@atharvasb.edu.in)

[www.pacific-university.ac.in](http://www.pacific-university.ac.in)  
[president@pacific-university.ac.in](mailto:president@pacific-university.ac.in)

Date: 21<sup>st</sup> September, 2023  
Place:



ROBUST.  
DURABLE.  
RELIABLE



## MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 24-12-2021.

### BETWEEN

**GHH Fahrzeuge GmbH** having its registered office at Emscherstraße 53, 45891 Gelsenkirchen, Germany (hereinafter referred to as "First Party" which expression shall mean and include its legal heirs, administrators and permitted assigns),

### AND

**Pacific Academy of Higher Education and Research (PAHER) University** having its office at Pacific Hills, Pratapnagar Extn., Airport Road, Debari, Udaipur - 313003, India (hereinafter referred to as "Second Party" which expression shall mean and include its legal heirs, administrators and permitted assigns).

(referred to herein as "Parties" or individually as "Party")

### WHEREAS

- A. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. This Memorandum is not intended to be legally binding but is intended to document the expectations of each Party except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein.
- D. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

R. S. V.

ROBUST.  
DURABLE.  
RELIABLE



## Contents

(1) PROJECT AND PURPOSE .....	3
(2) NON BINDING MEMORANDUM .....	3
(3) CHANGES TO MEMORANDUM .....	4
(4) GENERAL OBLIGATIONS .....	4
(5) ROLES OF PARTIES .....	4
(6) CONFIDENTIALITY .....	5
(7) INTELLECTUAL PROPERTY .....	7
(8) TIMING AND DURATION OF PROJECT .....	8
(9) CONSEQUENCES OF TERMINATION .....	9
(10) COSTS .....	9
(11) FORCE MAJEURE .....	9
(12) INDEMNITY .....	10
(13) LIMITATION OF LIABILITY .....	10
(14) NON-SOLICITATION .....	10
(15) SEVERABILITY .....	11
(16) ENTIRE AGREEMENT .....	11
(17) NO OTHER RIGHTS GRANTED .....	11
(18) AMENDMENTS .....	11
(19) DISPUTE RESOLUTION .....	12
(22) GOVERNING LAW .....	12

R. San

A handwritten signature in green ink, appearing to be 'R. San'.

**ROBUST.  
DURABLE.  
RELIABLE**



## **(1) PROJECT AND PURPOSE**

(a) The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to as "Technical Training for Mobile Hydraulic Equipment" ("the Project").

(b) The Project has the following purpose ("the Purpose"):

To train and skill service technicians and students, enrolled in the following but not limited to, in the proper maintenance and failure analysis on mobile hydraulic machinery:

- Mechanical engineering
- Electrical engineering
- Mining engineering

## **(2) NON BINDING MEMORANDUM**

The Parties hereby acknowledge and agree that:

(I) The terms of this Memorandum are not intended to be legally binding except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein; and

(II) The terms of this Memorandum are not exhaustive; and

(III) The terms of this Memorandum are expressly "subject to contract" until a final written contract in relation to the Project is entered by the Parties.

(IV) Nothing in this Memorandum will be construed as creating any legal relationship between the Parties.

(V) This Memorandum does not create any rights, obligations or duties for any Party except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein.

R. Sun

A handwritten signature in green ink, appearing to be 'P. L.' or similar, with a horizontal line underneath.



**ROBUST.  
DURABLE.  
RELIABLE**



(VI) This Memorandum is a statement of intent by the Parties and is intended to encourage mutual cooperation.

(VII) Nothing in this Memorandum affects any other agreement(s) which may exist between the Parties as at the date of this Memorandum or at any subsequent date.

(VIII) Notwithstanding the preceding subclauses hereof, this Memorandum provides an accurate representation of the Parties' respective intentions as at the date of this Memorandum.

### **(3) CHANGES TO MEMORANDUM**

- (a) This Memorandum may be amended at any time by agreement between the Parties.
- (b) Any changes to this Memorandum must be made in writing and signed by the Parties.

### **(4) GENERAL OBLIGATIONS**

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.

### **(5) ROLES OF PARTIES**

(a) GHH Fahrzeuge GmbH obligations in relation to the Project include but are not limited to the following:

- provide training in their training centre near Zawar Mines, Udaipur, India, according to the mutually agreed training concept and schedule

R. Saw

A handwritten signature in green ink, appearing to be 'A. S.' with a flourish.

ROBUST.  
DURABLE.  
RELIABLE



- provide transportation, PPE, fully furnished classrooms and food/drinks during classroom training
- provide all agreed e-learning contents on a digital platform owned by PAHER University
- provide ATT/GHH certificates and Indo-German Chamber of Commerce (IGCC) certificates to all successful candidates of the training program
- to investigate possibilities for employment of successful participants through an internship program following the training program
- to actively market the training program on their website
- to continuously track and update the training schedule and the progress of the participants

(b) PAHER University obligations in relation to the Project include but are not limited to the following:

- to identify the interested candidates for the training program amongst their students and alumni
- to guarantee funds required for the training program and investigate possible government incentives to financially support the students
- to make sure that payments for participating in the training program are transferred to GHH in a timely manner
- to actively market the training program amongst their students

## **(6) CONFIDENTIALITY**

(a) Notwithstanding anything contained herein, this "Confidentiality" clause is intended to be legally binding on the Parties herein.

(b) The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("**Confidential Information**").

(c) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party") and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so

R. S. S.

A handwritten signature in green ink, appearing to be 'S. S.', with a horizontal line drawn underneath.



**ROBUST.  
DURABLE.  
RELIABLE**



provides.

(d) For the purpose of this Memorandum, Confidential Information may include but is not limited to:

- (I) information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);
- (II) any information derived from any other information which falls within this definition of Confidential Information; and
- (III) any copy of any Confidential Information.

but does not include information which:

- (I) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);
- (II) is, or becomes, publicly available, through no fault of the Receiving Party;
- (III) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- (IV) is provided to the Receiving Party by the Disclosing Party and is marked "Non-Confidential"; or
- (V) is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

(e) In relation to any Confidential Information:

- (I) the Receiving Party shall keep the Confidential Information confidential and secret.
- (II) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.
- (III) the Receiving Party shall not release the Confidential Information to any other party,

R. S. K.

9.8

**ROBUST.  
DURABLE.  
RELIABLE**



unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.

(f) If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.

(g) Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

#### **(7) INTELLECTUAL PROPERTY**

(a) In connection with each Party's participation in the Project, each Party respectively may generate, create, contribute to, write or produce intellectual property ("Project Intellectual Property").

(b) For the purposes of this Memorandum, "Project Intellectual Property" includes but is not limited to:

(I) information, ideas, innovations, developments, improvements, inventions, discoveries, plans, reports, drawings, specifications, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property; and

(II) intellectual-property that results in any way from work performed for or on behalf of the Project (whether performed by the Party or by somebody else); and

(III) intellectual property, whether the Party generates, creates, contributes to, writes or produces that intellectual property:

(A) directly, indirectly, independently or in cooperation or conjunction with another person or persons; and

(B) during the Party's ordinary working hours, or outside of the Party's ordinary working hours; and

R-54

A handwritten signature in green ink, appearing to be 'D. S.' with a flourish.

**ROBUST.  
DURABLE.  
RELIABLE**



(C) at the location where the Party ordinarily participates in the Project, or at some other location.

(IV) intellectual-property that results in any way from the use of resources or assets in connection with the Project, including reference or other materials, personnel, facilities, or other resources; and

(V) intellectual-property that relates in any other way to the Project or any business which is developed in connection with the Project.

(c) Unless otherwise expressly agreed between the Parties, nothing in this Memorandum is intended to create any transfer or assignment of any intellectual property rights in relation to any Project Intellectual Property.

(d) Unless otherwise expressly agreed between the Parties, in the event that a particular Party generates, creates, contributes to, writes or produces an item of Project Intellectual Property, that Party shall retain any and all intellectual property rights in relation to that item of Project Intellectual Property.

(e) Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

## **(8) TIMING AND DURATION OF PROJECT**

(a) This Memorandum will commence on 24-12-2021.

(b) The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Project (the "Agreement") on or before 01-03-2022.

(c) This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.

(d) The Parties may terminate this Memorandum by mutual agreement.

(e) Either Party may terminate this Memorandum by providing the following notice in writing to the other Party: 2 months

R.S.V

A handwritten signature in green ink, appearing to be 'A.S.' or similar, with a horizontal line underneath.

**ROBUST.  
DURABLE.  
RELIABLE**



## **(9) CONSEQUENCES OF TERMINATION**

In the event that this Memorandum is terminated:

(I) Neither Party will, under this Memorandum, incur any financial liability to the other Party; and

(II) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.

(III) In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of the other Party ("Second Party"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if directed to do so by the Second Party; and

(IV) The obligations provided in the "Confidentiality" clause and in the "Competition" clause of this Memorandum will continue for the time periods as provided in those clauses respectively.

## **(10) COSTS**

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

## **(11) FORCE MAJEURE**

If and to the extent that a Party's performance of any of its obligations under this MOU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence

R.5x

A handwritten signature in green ink, consisting of a stylized 'A' followed by a horizontal line and a small flourish.

**ROBUST.  
DURABLE.  
RELIABLE**



(a) directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee or consultant of the other Party;

(b) directly or indirectly, approach, canvass, solicit, or otherwise entice using any incentive whatsoever (whether such incentive be in cash, kind or a composite of the same or in any other manner), any employees, vendors, customer, consultant, contractor or agent of the other Party.

#### **(15) SEVERABILITY**

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

#### **(16) ENTIRE AGREEMENT**

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

#### **(17) NO OTHER RIGHTS GRANTED**

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

#### **(18) AMENDMENTS**

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both Parties.

R. S.

**ROBUST.  
DURABLE.  
RELIABLE**

**GHH GROUP**



#### **(19) DISPUTE RESOLUTION**

- (a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:
- (b) Any dispute under this MOU shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties.
- (c) The arbitration proceedings shall be held in Udaipur, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.
- (d) The Parties agree that the arbitration award shall be final and may be enforced as a decree.
- (e) The Parties further agree that subject to the above only the competent courts at Delhi, India shall have jurisdiction in all matters arising hereunder.
- (f) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.
- (g) If either Party employs attorneys to enforce any rights arising out of or relating to this MOU, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

#### **(22) GOVERNING LAW**


This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS 24-12-2021

*R. Singh*  
\_\_\_\_\_  
**GHH Fahrzeuge GmbH**



*[Signature]*  
\_\_\_\_\_  
**PAHER University**





IDP Education India Pvt. Ltd.  
Global Gateway Towers  
Tower-B 5th 6th 7th Floor  
Sikanderpur Sector-26  
M.G. Road Gurugram 122002  
Haryana INDIA  
Tel: +91 124 4411888  
Email: info.gurgaon@idp.com

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this 22<sup>nd</sup> day of February 2023 at New Delhi (hereinafter referred to as "MOU")

### BY AND BETWEEN

**IDP Education India Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 (CIN U80903DL2006PTC156354) and having its registered office at 610-616, Sixth Floor, International Trade Tower, New Delhi, 110019 (hereinafter referred to as "**IDP India**", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the **FIRST PART**;

### AND

**Pacific Academy of Higher Education & Research University**, a university approved under UGC Act, 1956, situated at Pacific Hills, Airport Road, Pratap Nagar Extension, Debari, Udaipur - 313024, Rajasthan hereinafter referred to as "**Institution**") of the **SECOND PART**.

IDP India and Institution are hereafter individually referred to as "Party" and collectively as "Parties", wherever the context so requires.

### WHEREAS:

- A) IDP India is engaged in the field of international education placement services and is a wholly owned subsidiary of IDP Education Limited, Australia, a global leader in international education services facilitating international students' study in English speaking countries.
- B) Institution being committed to educational excellence offers courses in multiple disciplines.
- C) The Parties are desirous of collaborating with each other for promoting overseas education and therefore enter into this MOU on the terms and conditions appearing hereinafter.

**NOW THEREFORE**, it is mutually agreed between the Parties as under:

1. **Objective:** The Parties have mutually agreed to collaborate and work together for the purpose of promoting overseas education amongst the students of Institution.

2. **Roles and Responsibilities:**

IDP India: IDP India shall endeavour to:

- i) Conduct education fair and sessions within campus of the Institutions or virtually as per the dates mutually agreed between the Parties from time to time, where representatives, eminent scholars and professors at international universities IDP India has partnered with will participate, subject to their availability.
- ii) Invite students of the Institution to education fairs and events organized by IDP India.
- iii) Provide promotional banners/posters to the Institution for marketing of services provided by IDP India



Registered Office - New Delhi Suite Nos. 610-616 Sixth Floor Int'l Trade Tower Nehru Place  
New Delhi 110019 INDIA Tel: +91 11 44118888  
www.idp.com/india • www.ieltsidpindia.com • CIN No. U80903DL2006PTC156354

- and the events organized by it from time to time.
- iv) Provide Continuing Professional Development (CPD) opportunities for counsellors, school leaders and teachers as per IDP India's schedule.
- v) Conduct IELTS related information sessions for the students.
- vi) Conduct destination specific information sessions to support students in making an informed choice of their study destination.
- vii) Provide its exclusive Fastlane service to the students.
- viii) Provide other student essential services to support the students' study abroad journey.

**Institution:** Institution shall:



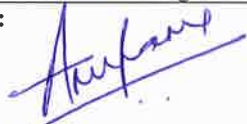

- i) Allow its students to attend the various events/ seminars/fairs/sessions etc. conducted by IDP India from time to time.
  - ii) Recommend services of IDP India to its students planning their studies abroad.
  - iii) Permit IDP India to affix its promotional posters/creatives/banners in Institution including its hostel premises.
  - iv) Permit IDP India to use the classrooms/seminar hall from time to time, during post-college hours, for conducting events/ seminars/sessions).
  - v) Permit IDP India to use its auditorium from time to time for large scale programs.
  - vi) Provide necessary facilities such as LCD Projector (if possible), tables and chairs for carrying out events/seminars/sessions etc.
3. **Term:** This MOU shall come into the force from the date of execution and remain valid for a period of three (3) years unless terminated earlier by either Party by giving prior written notice of thirty (30) days to the other Party. After the expiry of the term, this MOU may be extended or renewed upon mutual consultation of the Parties in writing.
  4. **Relationship:** The Parties herein are independent entities. This MoU does not create any agency, partnership, joint venture or any other business relationship between the Parties. This MOU is non-commercial in nature and entered between the Parties purely for academic purposes benefitting the students, which shall be deemed as valid consideration for the purposes of this MOU. Further, Institution shall not in any manner whether during the Term or at any time thereafter, make any commitments on behalf of IDP India, without prior written approval of IDP India.
  5. **Non-Exclusivity:** This MOU does not preclude the Parties from entering into the similar arrangements with other parties.
  6. **Compliance:** Each Party shall be responsible for compliance of applicable laws, rules and regulations.
  7. **Intellectual property rights:** Neither Party shall use the intellectual property rights owned by the other Party or its affiliates, as the case may be, except for the purpose of this MOU and to the extent and in a manner as permitted by such Party in writing.
  8. **Confidential information:** Neither Party shall, during the subsistence of this MOU and thereafter, disclose to any third party any confidential or proprietary information disclosed to it by disclosing Party or otherwise gained by receiving Party pursuant to this MOU, without the prior written consent of the disclosing Party. Upon expiry or termination of this MOU, the receiving Party shall cease using the confidential information of the disclosing Party and forthwith return all the documents, materials, property (tangible and intangible) and information of receiving Party that it may have in its possession, without retaining any copies.
  9. **Notices:** Any notices under this MOU shall be deemed sufficiently given if delivered personally with acknowledgment of receipt or sent by registered mail, return receipt requested, to the respective address (es) of Parties as contained in this MOU. In case of IDP India, address for notices shall be its corporate office address mentioned herein.
  10. **Dispute Resolution:** All the disputes and differences between the Parties arising out of or under this MOU shall be resolved through good faith negotiations between the authorized representatives designated by both the Parties.



11. **Governing Law:** This MOU shall be governed by the laws of India.

12. **Amendment:** This MOU shall not be amended or modified except by an instrument in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date written above.

<p>For IDP Education India Private Limited</p>   <p>Name: Nima Tirthani Designation: Senior Manager - Legal &amp; Compliance</p>	<p>For Pacific Academy of Higher Education &amp; Research University</p>   <p>Name: Professor K K Dave Designation: President</p>
<p><b>WITNESS:</b> Signature: </p> <p>Name: Anupama Ghai Address: IDP Education India Pvt. Ltd Global Gateway Towers Tower-B,6- 7th Floor, Sikanderpur MG Road, Sector-26, Gurugram-122002-Haryana- India</p>	<p><b>WITNESS:</b> Signature: </p> <p>Name: Dr. Anurag Mehta Address: 45, Ravindra Nagar Udaipur (Raj.)</p>



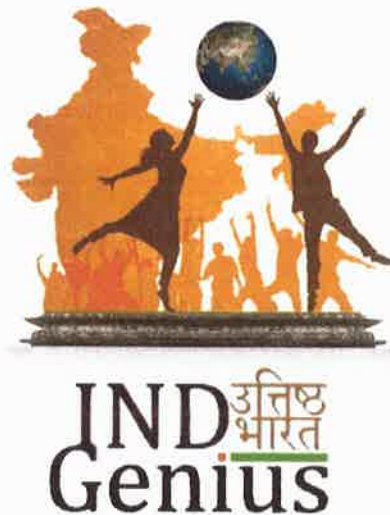
**MEMORANDUM OF UNDERSTANDING  
BETWEEN**



**PACIFIC ACADEMY OF HIGHER EDUCATION AND RESEARCH (PAHER)  
UNIVERSITY, UDAIPUR, INDIA**

---

**AND**



**INDGenius : A Forum for India's Ivy League Universities**

[office.indgenius@gmail.com](mailto:office.indgenius@gmail.com)

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into at UDAIPUR on this 19<sup>th</sup> day of April, 2023;

BY AND BETWEEN;

**PAHER UNIVERSITY, UDAIPUR, INDIA** through its Vice Chancellor, Prof. Krishna Kant Dave, hereinafter referred to as “**THE FIRST PARTY**” (which expression unless repugnant to the context shall mean and include its successors in interest, executors, administrators and permitted assigns etc.).

AND

**INDGenius,**

Chittod Chapter of national forum of students, alumni, and faculties of premier institutes of national importance having its national office at Yuva Shakti, 55 Main Road,, Sheshadripuram, Bengaluru, Karnataka 560020 through Mr. Vedang Agrawal, State Joint Secretary, Co-ordinator INDGenius, hereinafter referred to as “**THE SECOND PARTY**” (which expression unless repugnant to the context shall mean and include its successors in interest, executors, administrators and permitted assigns etc.).

WHEREAS:

**1. (About PAHER University)**

PAHER University was established with the following mission:

- Acquire and create most advanced knowledge in their respective disciplines of interest.
- Manifest their creative potentials through research and applications.
- Develop holistic competence with global vision, local interface, social orientation, industrial applicability and patriotic passions.





- **Be the Voice of Change:** To act as a platform to raise voices on multiple issues such as Tribal, Mental Health, Gender Justice etc.

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN BOTH THE PARTIES AS FOLLOWS TO PROMOTE ACADEMIC AND SOCIAL EXCHANGES AND COOPERATION ON LEADERSHIP.**

4. INDGenius in cooperation with the Pacific University, Udaipur seeks to undertake the following events/activities: -
- a) Organize interactive group discussions or *Sewa* activities on campus as well as off campus.
  - b) Organize debates and talks on issues of national and international importance pertaining to social, economic, developmental concern.
  - c) To facilitate guests (real life role model) to deliver lectures on issues concerning the society at large.
  - d) Organize Fellowship/internship programs with various *Sewa* organizations, think tanks, public policy organisations, and bureaucrats.
  - e) Organize flagship Conferences, Workshops, Seminars, Keynote lectures and Mentorship sessions including the one's on days of National importance.
  - f) To encourage participation of the students and faculty members in social cum academic activities which concerns today's society.
  - g) To form a Study Circle to discuss the issues among students and faculties on current topics which affect the society as well as to invite any eminent guest speaker.
  - h) Adoption of a village near institution to spread awareness through organizing medical camp and adopting tree plantation activity and similar social activities.



- i) Creating a public policy club, regional cultural research centre and other domain-oriented clubs/centre in the institute as agreed upon.
  - j) To work towards promoting implementation of National Education Policy 2020 in the institute and facilitate lectures regarding same.
  - k) To mentor students aspiring to pursue graduation abroad through various workshops, mentor-mentee initiatives and application guidance.
  - l) To collaborate for the annual fest of the University and other events and facilitate in terms of resource-person as and when required.
  - m) To jointly organize Flag Parade on the Republic Day and Independence Day in the Campus to promote the spirit of nationalism amongst the students.
  - n) To jointly work together towards CV enhancement and creation of opportunities for students in the University.
5. The Pacific University, Udaipur shall make every endeavour to provide assistance, infrastructural facilities and cooperation for the successful implementation of the events and activities and shall do the followings: -
- a) Allow and permit INDGenius to organize the events/activities in campus and off campus.
  - b) Allow and permit representatives of INDGenius to attend and participate in the seminars, conference, debates, workshop or symposium for free.
  - c) Grant permission(s), provide infrastructural facilities and cooperation to INDGenius in organizing the events/activities in the campus.
  - d) Establish "INDGenius" Clubs/Committee's in all its schools and form a student led committee with students and faculty of university only after consultation with INDGenius.
  - e) Allow, permit and encourage students and faculties to positively participate as well as take part in organizing the events/activities to be undertaken by INDGenius.



Vedang

- f) Jointly organise a two-day programme for students of premiere institutes established in Rajasthan.
- g) Conduct a two-day residential programme and workshop of selected students from PAHER University, Udaipur to create awareness on issues of national and international importance.
- h) Jointly establish a centre for Indic Studies in the university premises.
- i) Designate the campus as the “INDGenius Campus”, small step towards promotion of Indian educational institutions to foreign students on all its social media platforms and websites.

#### **6. Reporting:-**

At least two representatives of the INDGenius and two representative members from Pacific University, Udaipur will mutually evaluate the effectiveness and adherence to this Memorandum of Understanding.

#### **7. Funding:-**

All the expenses to conduct the events/activities in the university campus will be borne by the institute, Pacific University, Udaipur itself.

#### **8. Duration:-**

This MOU is at-will and may be amended by mutual consent of authorized representative of Pacific University, Udaipur and INDGenius. This MOU shall become effective upon signature and will remain in force until modified or terminated by both the parties through written mutual consent.







## **Memorandum of Understanding**

BETWEEN


**Pacific Academy of Higher Education and Research (PAHER) University, Udaipur**, established in 1997 as Pacific Group of Education and then it was incorporated in the University in the year 2010, conducting Graduate and Post Graduate Courses having its premises and campus at Pacific Hills, Pratapnagar Extn., Airport Road, Debari, Udaipur represented by Prof. K. K. Dave, President, PAHER University. Herein after referred as PAHERU.

AND

**Hansraj College, Delhi University**, is one of the largest constituent colleges of the University of Delhi, established in 1948 having its premises at Mahatma Hansraj Marg, Malkaganj, Delhi 110 007, India, represented by Prof. Brijesh Rathi , Associate Professor, Hansraj College, Delhi University, Herein after referred as HC.

The purpose of this MoU is to set an understanding of the Institutes (PAHERU and HC) and to define areas of collaboration and facilitation functions between the institutes subject to legal approval from respective institutes.


1. The purpose of this MoU is to develop academic and educational cooperation and to promote mutual understanding between the two Institutes.
2. Each Institute agrees to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

  
10.03.2024





- a) Exchange of academic and administrative staff
  - b) Exchange of students
  - c) Conducting collaborative research projects/conferences.
  - d) Conducting lectures and organizing symposia through online platform.
  - e) Exchange of academic information and materials
  - f) Promoting collaboration in fields of mutual interest
  - g) Promoting other academic cooperation as mutually agreed
  - h) Providing internship programme
  - i) Short term certification courses.
3. The development and implementation of specific activities based on this MoU will be separately negotiated and agreed between colleges, schools or institutes which carry out the specific projects and will be subject to a separate written agreement. Each Institute agrees to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
  4. Both Institutes agree that prior written approval is required before using the other Institute's name, logo, or other Intellectual Property rights in any advertising or associated publicity.
  5. There should the collaborative research activities under this MoU result in any potential for intellectual property, each Institute shall seek an equitable and fair agreement as to ownership and other property interests that may arise.
  6. This MoU may only be amended or modified by a written agreement signed by the representatives of each Institute.
  7. This MoU is valid for a period of three years initially from the date of signing by the authorized signatories of each Institute. Each Institute shall review the status of the MoU at least three months before the end of the three years period to determine whether it wishes the MoU to continue and, if so, any modifications that might be necessary. The period of validity of this MoU may only be extended by the mutual written consent of both the Institutes.

  
10.03.2024





8. This MoU may, at any time during its period of validity, be terminated by one of the Institutes upon prior notice to the other in writing not later than six months before the termination date.
9. The Institutes may disclose certain confidential information to the other in relation to any future proposal made under this MoU. Each Institute therefore agrees that the contents of this MoU and the negotiations in relation to any future proposal remain strictly confidential and each Institute hereby undertakes not to disclose the same to any third Institute, save for its professional advisers, without the prior written consent of the other Institute except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).

  
Name: **Prof. K. K. Dave**

Position: **President, PAHERU**

Date: **10.03.2024**

  
Name: **Prof. Brijesh Rathi**

Position: **Associate Professor,  
Hansraj College**

Date:

**10/03/2024**





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "**MOU**") has been agreed, made and executed on this [09]<sup>th</sup> day of [November], [2021]

### 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, 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

**Pacific Academy of Higher Education and Research University**, Pacific Hills, Pratap Nagar Extn., Airport Road, Debari, Udaipur, has been established by an Act promulgated by the Rajasthan Legislature and notified by the State Government, Jaipur vide their Gazette Notification No.F.2(12)Vidhi/2/2010 dated 29 April 2010 (Act No.10 of 2010) represented by its President Prof. Krishna Kant Dave, (hereinafter referred to as **PAHERU**).

(**HET** and **PAHERU** 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 programs including relaxation, meditation, values based educational programs 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 programs in collaboration with Certain State Governments/ Education Institutions.
- ii. **Pacific Academy of Higher Education and Research University** is offering various Diploma, UG and PG, Ph.D. programs in various streams and other job



oriented programs. The university is committed to providing an educational environment for students where along with curricular aspects, extra-curricular activities are also given equal importance for the overall development of the students.

- iii. **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.
- iv. **PAHERU** 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 programs/modules which serve to enhance educational, social, spiritual & emotional development of students. Further, HET and PAHERU 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 AND OBJECTIVES**

- 1.1. **Pacific Academy of Higher Education and Research University** 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. **PAHERU** has represented that it is a leading institute 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 fulfillment. This will directly enhance their academic and work performance and create a harmonious environment within **PAHERU**.



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-

analyze 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 behavior, 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. **PAHERU** 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 programs 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 PAHERU teachers to conduct the sessions as advised by **HET** for the students at PAHERU and shall provide such external support as required. Through these Offerings **HET** will make students at PAHERU 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 **PAHERU**, 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 PAHERU**

- 4.1. **PAHERU** shall extensively promote **HET** Offerings so that the greater populace of students in PAHERU shall benefit from this initiative. As previously indicated in Clause 1 above, being a value-based model of education, **PAHERU** 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. PAHERU 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 free of charge basis at all times as agreed. However, it is hereby agreed that certain expenses relating to but not limited training programs, workshops and faculty shall be charged in the following manner. **PAHERU** 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 **PAHERU** shall be borne by **PAHERU** and the same would be set up as per the recommendations made by **HET**.

ii) For training programs for faculty and students organized at **HET** centers, wherein an appropriate per diem expense would be undertaken by **PAHERU** for boarding and lodging of the participants.

### **5.2. Logistic:**

**PAHERU** shall reimburse all expenses with respect to (i) all actual to and from 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 **PAHERU** for conducting sessions/programs, (ii) food and (iii) other miscellaneous expenses shall be reimbursed. **PAHERU** 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 **PAHERU** 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 one year thereafter.

6.3. This MOU shall terminate after completion of the term of one year 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 PAHERU, 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 **PAHERU**. PAHERU 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. **PAHERU** 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 **PAHERU** breaches the terms of Clause 8 (intellectual property) of this MOU, HET shall be entitled to seek specific performance against the PAHERU 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 [10 days, 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 the 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 **PAHERU** 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) PAHERU 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 here to have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

**FOR PACIFIC ACADEMY OF HIGHER  
EDUCATION AND RESEARCH UNIVERSITY**

  
**VICE CHANCELLOR**  
Dr. K. K. Dave

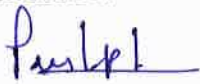

**Date:** 09/11/2021



**FOR HEARTFULNESS EDUCATION TRUST**

  
**TRUSTEE**  
DR RAKESH DASHORA

**Date:** 9-11-2021

**Witnesses:**

- 1)   
(Dr. PUSHKANT SHIKDWIJE)
- 2)   
Col M S Gandhi

- 1)   
(DR ROTA NACUAL)
- 2)   
(Mr. L. BORANA)



5. **Leadership Conclave/Roundtable on Heartfulness Leaderships:** HET shall conduct a 3-day workshop for the senior management of **PAHERU**, including to limited to the vice-chancellors, registrars of **PAHERU** to shine some light on the relationship between meditation and education.
6. **H.E.A.R.T:** HET shall conduct a workshop for the faculty at PAHERU, to inspire them to teach in a reflective manner and also to help them integrate meditative aspects to their course design.
7. **Heartfulness Meditation Workshop:** HET shall introduce the experience of Heartfulness Meditation to the administration department, the ground staff, general public and parents of the students at **PAHERU** through a 3-day experiential workshop.
8. **Inner Well Being Workshop:** HET shall introduce the experience of Heartfulness Meditation to counselors and/or peer counselors and provide them with techniques to help students handle situation in a calmer manner, through a 3-day workshop.



## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into by and between:

**Lyceum of the Philippines University – Laguna (LPU-Laguna)**, is an educational institution registered and operating under the laws of the Philippines with address at Km. 54 National Highway, Makiling Calamba City, Laguna Philippines represented herein by its President, **DR. PETER P. LAUREL**, and its Treasurer, and **MR. CARLOS P. LAUREL** respectively hereinafter referred to as **FIRST PARTY**

And

**Pacific Academy of Higher Education and Research University, Udaipur, (PAHERU)** established in 1997 as Pacific Group of Education and then it was incorporated in the University in the year 2010, conducting Graduate and Post Graduate Courses having its premises and campus at Pacific Hills, Pratapnagar Extn., Airport Road, Debari, Udaipur represented by its President, **Prof. (DR.) K.K. DAVE** herein referred to as **SECOND PARTY**

While **Ed value Chain solution Pvt. Ltd**, 110-111, Shree Rang Plaza, GIFT City Road, Randesan, Gandhinagar, Gujarat India acts as a **Consulting Channel Partner** between both parties being represented by **Managing Director- Mr. Pravesh Bhadviya**.

**Witnessed: That**

**Lyceum of the Philippines – Laguna Inc. (LPU-Laguna)** is duly recognized by CHED as Autonomous Institution, awardees of Philippine Quality Award (PQA), and Investors in People (Gold) by UK based organization. The institution is committed to its strategic and quality objectives, continual improvement of its processes and systems, implementing and maintaining of documented Quality Management System in compliance with ISO 9001:2015 requirements.

Inspired by the ideals of the former President of the Philippines Jose P. Laurel, the institution is committed to the advancement of his philosophy and values: "*Veritas et Fortitudo*" (truth and fortitude) and "*Pro Deo et Patria*" (for God and Country). Furthermore, the institution is committed to provide quality and industry-driven environment for instruction, research and social responsibility to develop integral





individuals, leaders and life-long learners who are globally competitive, imbued with God-Centeredness and nationalistic spirit.

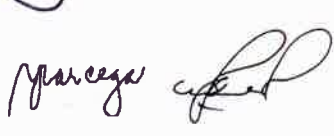
Both Universities as above have expressed a desire of entering into a Memorandum of Agreement to meet their respective objectives, which are set out herein below.

1. The purpose of this MOA is to develop academic and educational cooperation and to promote mutual understanding between the two Universities.
2. Presently Pacific University is offering following course:
  - Agriculture
  - Arts
  - Commerce
  - Computer Application
  - Dairy and Food Technology
  - Dental
  - Education
  - Engineering
  - Fashion Technology
  - Fire and Safety
  - Hotel Management
  - Law
  - Management
  - Media and Mass Communication
  - Pharmacy
  - Physical Education
  - Science
  - Yoga
3. Presently LPU-Laguna offers the following programs:
  - College of Arts and Sciences
  - College of Business and Accountancy
  - College of International Tourism and Hospitality Management
  - College of Engineering and Computer Studies
  - School of Health Sciences
  - Culinary Institute
  - International High School
  - Graduate School
4. Each University agrees to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.
  - a) Exchange of academic and administrative staff
  - b) Exchange of students
  - c) Conducting collaborative research projects/conferences.
  - d) Conducting lectures and organizing symposia through online platform.
  - e) Exchange of academic information and materials
  - f) Promoting collaboration in fields of mutual interest
  - g) Promoting other academic cooperation as mutually agreed
  - h) Providing internship program by LPU-Laguna
  - i) Short term certification courses.

  
PRESIDENT

Pacific Academy of Higher Education &  
Research University, Udaipur (Rajasthan)



5. Both the Universities initially identified following areas where both the Universities may start collaboration efforts, these are as:

- a) Cruise Management – short term certification to be offered by LPU-Laguna.
- b) Gaming Technology - short term certification to be offered by LPU-Laguna.
- c) International Business management- short term certification to be offered by LPU-Laguna & PU Udaipur.
- d) Multi Cuisine Indian food- short term certification to be offered by PU.
- e) Bar Maxology - short term certification to be offered by PU.
- f) Bakery confectionary - short term certification to be offered by PU.
- g) Cookery - short term certification to be offered by PU.
- h) Paid Internship for Management and Engineering graduate at LPU-Laguna, Philippines.
- i) Short term certification course on soft skill and PD program – offered by both the Universities.
- j) FDP offered by both the Universities.
- k) Both the Universities may help each other in the Research & Development field of medical & paramedical courses.

6. The development and implementation of specific activities based on this MOA will be separately negotiated through Ed Value Chain solution and agreed between colleges, schools or institutes which carry out the specific projects and will be subject to a separate written agreement. Each University agrees to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.

7. It is understood that the implementation of any of the types of co-operation stated in Clause 4 shall depend upon the availability of resources and financial support of the Universities concerned.

8. Both Universities agree that prior written approval is required before using the other University's name, logo, or other Intellectual Property rights in any advertising or associated publicity.

9. There should the collaborative research activities under this MOA result in any potential for intellectual property, each University shall seek an equitable and fair agreement as to ownership and other property interests that may arise.

10. This MOA may only be amended or modified by a written agreement signed by the representatives of each party.

11. This MOA is valid for a period of five years initially from the date of signing by the authorized signatories of each University. Each University shall review the status of the MOA at least six months before the end of the five period to determine whether it wishes the MOA to continue and, if so, any modifications that might be necessary. The period of validity of this MOA may only be extended by the mutual written consent of both universities and Ed Value Chain Solution Pvt. Ltd.

12. This MOA may, at any time during its period of validity, be terminated by one of the Universities/ Ed Value upon prior notice to the other in writing not later than six months before the termination date through Ed value Chain Solution Pvt. Ltd.



13. Both the parties will correspond through Ed value Chain solution Pvt Ltd and will keep in loop of all affairs with consent. Any sort of financial dealings in any manner -likewise of course fee, exchange programme fee, if any has to be with Ed Value only. All financials from either of the party will be quoted by Ed Value, no direct offer will be made.
14. A tri party joint committee will be made to look into regular correspondence and affairs.
15. The Universities may disclose certain confidential information to the other in relation to any future proposal made under this MOA. Each University therefore agrees that the contents of this MOA and the negotiations in relation to any future proposal remain strictly confidential and each University hereby undertakes not to disclose the same to any third University, save for its professional advisers, without the prior written consent of the other University except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).

A handwritten signature in blue ink, appearing to be 'P. D.', is written over the printed name 'PRESIDENT'.

**PRESIDENT**

Pacific Academy of Higher Education &  
Research University, Udaipur (Rajasthan)

A large, stylized handwritten signature in blue ink, appearing to be 'Mr. J. D. Singh', is written vertically on the left side of the page.

Mr. J. D. Singh

A smaller handwritten signature in blue ink, appearing to be 'Mr. J. D. Singh', is written below the larger signature.



#### MISCELLANEOUS PROVISIONS

- a. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the Philippines.
- b. **Venue of Suit.** Any legal action, suit, or proceeding arising out of, or relating to, this Agreement shall be brought or instituted in the appropriate courts of Batangas City and the Parties hereby irrevocably submit themselves to the jurisdiction of such courts.
- c. **Severability.** If any one of the provisions contained in this Agreement shall be held invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- d. **Assignability.** This Agreement shall be binding upon and shall be to the Benefit of the Parties and their respective successors and permitted assigns, if any, but neither this Agreement nor any rights hereunder shall be assigned directly or indirectly by the SECOND PARTY without the prior written consent of the FIRST PARTY, which consent shall not be unreasonably withheld.
- e. **Headings.** The headings or sections and paragraphs used in this Agreement are inserted for the convenience of reference only and shall not affect the interpretation of the respective sections and paragraphs of this Agreement.
- f. **Agency. Partnership and Joint Venture Excluded.** Nothing in this Agreement shall be constructed as establishing or implying any partnership, joint venture or employer – employee relationship between the Parties thereto.
- g. **No Waiver.** The failure of a party to insist upon a strict performance of any of the terms, conditions, and covenants thereof, or to exercise any option herein contained, shall not be deemed a relinquishment or waiver of any right or remedy that the Party may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained, which conditions and covenants shall continue to be in full force and effect, unless expressed in writing and signed by the Party.
- h. **Notice.** Any notice, demand, or claim required or permitted to be given hereunder shall be in writing and sent by registered mail, return slip requested, or by facsimile or electronic mail with verifiable answerback, or personal delivery addressed to the intended party at the following addresses or facsimile numbers or e – mail addresses:

  
PRESIDENT

Pacific Academy of Higher Education &  
Research University, Udaipur (Rajasthan)





If to First Party:

**LYCEUM OF THE PHILIPPINES – LAGUNA, INC.**

Tel.No. : (049) 502-0971 to 75; 502-8946  
Fax No. :  
Website : [www.lpuilaguna.edu.ph](http://www.lpuilaguna.edu.ph)  
Attention : **DR. PETER P. LAUREL**

If to the Second Party:

**PACIFIC ACADEMY OF HIGHER EDUCATION AND RESEARCH UNIVERSITY**

Tel.No. : (91)+912942665000  
Fax No. :  
Website : [www.pacific-university.ac.in](http://www.pacific-university.ac.in)  
Attention : **Prof. (DR.) K.K. DAVE**

This Agreement shall take effect upon signing of the MOA, which can be reviewed upon the request of either party.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures at the place and date set above.

**FIRST PARTY**

Lyceum of the Philippines University-Laguna

  
Dr. Peter P. Laurel  
President

  
Mr. Carlos P. Laurel  
Treasurer, LPU-Laguna

**SECOND PARTY**

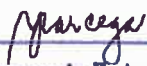
Pacific Academy of Higher Education and Research University

  
Dr. (Prof.) K.K. Dave  
President

**PRESIDENT**  
Pacific Academy of Higher Education & Research University, Udaipur (Rajasthan)




**SIGNED IN THE PRESENCE OF:**

  
**Dr. Raymundo P. Arcega**  
Chancellor, LPU-Laguna

  
**Mr. Crisostomo M. Malabuyoc**  
VPOEA, LPU-Laguna

  
**Dr. Lerma Y. Calingasan**  
VPAA, LPU-Laguna

  
**Prof. Christopher Dennis C. Catapang**  
AVPAA, LPU-Laguna

  
**Dr. Francis Kayode Ashipaoloye**  
AVPIR/Dean, Graduate School & School  
of Continuing Professional Education

  
**Ms. Neren Mendoza**  
AVP for Finance

  
**Mr. Christopher Torres**  
AVPBD, LPU-Laguna

  
**Prof. Hemant Kothari**  
Dean, PG Studies

  
**Prof. Mahima Birla**  
Dean, Faculty of Commerce & management

  
**Prof. Anurag Mehta**  
Principal, Pacific Institute of Business Studies

  
**Prof. V.K. Singh Bhadoria**  
Director, Pacific Institute of Hotel  
Management

  
**Prof. Piyush Javeria**  
Director, Pacific Institute of Technology

  
**Prof. Shankar Chaudhary**  
Director, Training & Placement

  
**Mr. Pravesh Bhadviya**  
Managing Director, Ed Value Chain  
Solution Pvt. Ltd.





### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES ( \_\_\_\_\_ ) SS.  
BEFORE ME, a Notary Public for and in \_\_\_\_\_ on this \_\_\_\_\_<sup>th</sup>  
day of \_\_\_\_\_, 2020 personally, appeared:

**NAME**

**Govt Issued ID's CTC # / Date & Place Issued  
(Passport / PRC ID / Driver's License, etc.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed as well as of the corporations they present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**NOTARY PUBLIC**

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

### MEMORANDUM OF UNDERSTANDING

Between

**Workmob Private Limited**

(G1-10, IT Park, MIA (Extn), Udaipur - 313003, Rajasthan)

and

**PAHER University,**

(Paher Hills, Pratapnagar Extn., Airport Road, Debari  
Udaipur - 313003, Rajasthan)

This memorandum of understanding (here in after called as the 'MOU' is entered into on this the (Date 06/07/2023..), by and between Workmob Private Limited and PAHER University.

Workmob Private Limited, G1-10, IT Park, MIA (Extn), Udaipur - 313003, Rajasthan and PAHER University, Udaipur - Rajasthan have agreed to establish a Memoradum of Understanding in advancing mutual benefit to boost users on [freshers.workmob.com](https://freshers.workmob.com) and [pacific-university.ac.in](https://pacific-university.ac.in).

#### BACKGROUND

[freshers.workmob.com](https://freshers.workmob.com) lays the foundation to build a personal brand as job seekers with video resumes. It was established with the intent to bring out video resumes of students to showcase their skills and knowledge which in turn helps them to stand out. The platform currently has around 500 published video resumes of students from various academic fields.

About Pacific Academy of Higher Education and Research University, Udaipur, (hereinafter referred as PAHER University) established in 1997 as Pacific Group of Education and then it was incorporated into the University in the year 2010, conducting Graduate and Post Graduate Courses having its premises and campus at Pacific Hills, Pratapnagar Extn., Airport Road, Debari, Udaipur and is recognized by the University Grants Commission (UGC). Over the last 25 years, the PAHER Group of Education has continued to make rapid strides in the field of higher & technical education. It has become a multi-disciplinary conglomeration of colleges providing higher education in the diverse fields of Agriculture, Social Sciences & Humanities (Arts), Business Studies (Commerce), Computer Science, Dairy & Food Technology, Dental, Engineering, Teacher's Education, Fashion Technology, Fire and Safety, Hotel Management, Law, Media & Mass Communication, Pharmacy, Physical Education, Polytechnic Diploma, Science, Paher Centre of Excellence, Yoga, and Research Programmes (PhD) in all relevant disciplines.

Workmob invites PAHER University, Udaipur to collaborate and bring their students onboard to share their video resumes. This collaboration will be helpful in highlighting the PAHER University's long presence in the society and among its students and alumni network.

### **PURPOSE**

The collaboration will benefit both the parties with immense value. freshers.workmob.com expects to welcome thousands of students onboard with their video resumes and engagement whilst the process revives the communication of PAHER University with their students and connections.

The above goals will be accomplished by undertaking the following activities:

- Using immediate connection and student strength, PAHER University will introduce Workmob Private Limited team to its staff and students. Workmob Private Limited team will then record video resumes of students to produce quality output providing coverage of PAHER University.
- All the academic institutions of PAHER University are a source of video resumes of its students.
- The social influence of PAHER University will be leveraged by inviting others in society to come forward and submit their own names for the coverage.
- PAHER University will be given due focus in the cinematic videos and short movies of the content belonging to PAHER University. Substantial posting and promotions will boost audiences on Workmob and PAHER University's websites as well as social media platforms.

### **The Terms and Conditions of the Agreement**

i. Workmob Private Limited may use the photographs, videos, audio recordings, contents or all four of them. After submitting the photographs, videos, expert videos, promotional videos, greetings videos, course videos, tutorial videos, audio recordings and/or contents of guests referred or leads given by PAHER University.

ii. Upon publication of the video resumes on freshers.workmob.com, PAHER University shall have the right to request the removal, modification, or re-recording of any video resume of their student at any time and for any reason.

- iii. Participation of PAHER University staff and students will solely depend on their interest and willingness. Consent form shall be signed by all the interested participants.
- iv. All photographs, videos, audio recordings or content write up and any reproduction thereof referred as leads given by PAHER University, shall remain the property of Workmob Private Limited.
- v. PAHER University will have the right to showcase the edited videos resume videos or mini clips on its website and social media pages.
- vi. The MoU shall restrict the use of students and staff contact details within work areas of Workmob Private Limited. No data sharing will be done with any other parties and data would be exclusively used by Workmob and PAHER University.
- vii. This MoU will not have any financial implications on either party.

### **Amendments, Duration, Dispute Resolution and Termination of MOU**

- i. Amendment to this Memorandum of Understanding can be made after due consultation between both parties, reducing areas for amendment in writing, and following mutual consent from both parties in writing.
- ii. This Memorandum of Understanding shall come into effect from the date of its signing as affixed hereunder, will be valid for the duration of two year from that date, and can be further extended on an annual basis with mutual consent.
- iii. Both the parties shall have the right to terminate this MOU by giving a minimum 30 (Thirty) days written notice through official mail/registered letter in case of any violation of the clause or any dispute arises with regards to the terms and conditions mentioned in the MoU.
- iv. In agreement with the aforesaid, Terms and Conditions, the designated representatives of Workmob Private Limited and PAHER University affix their signatures here under in agreement with this Memorandum of Understanding.



### LEGAL EFFECT

Nothing in this memorandum shall be constructed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

Workmob Private Limited and PAHER University welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

### Signed For



(Kunal Bagla)  
Director,  
Workmob Private Limited



(Prof. K.K. Dave)  
President,  
PAHER University  
Udaipur, Rajasthan

**Witness:**



(Priyanka Kothari)  
Workmob Private Limited

**Witness:**



(RAKESH KUMAR YADAV)

Designation



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "**MOU**") has been agreed, made and executed on this [30]<sup>th</sup> day of [October], [2021] ("**Execution Date**"), extended upto [30<sup>th</sup>] day of [October], 2028.

### 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, 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

**Pacific Academy of Higher Education and Research University**, Pacific Hills, Pratap Nagar Extn., Airport Road, Debari, Udaipur, has been established by an Act promulgated by the Rajasthan Legislature and notified by the State Government, Jaipur vide their Gazette Notification No.F.2(12)Vidhi/2/2010 dated 29 April 2010 (Act No.10 of 2010) represented by its President Prof. Krishna Kant Dave, (hereinafter referred to as **PAHERU**).

(**HET** and **PAHERU** 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 programs including relaxation, meditation, values based educational programs 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 programs in collaboration with Certain State Governments/ Education Institutions.
- ii. **Pacific Academy of Higher Education and Research University** is offering various Diploma, UG and PG, Ph.D. programs in various streams and other job oriented programs. The university is committed to providing





an educational environment for students where along with curricular aspects, extra-curricular activities are also given equal importance for the overall development of the students.

- iii. **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.
- iv. **PAHERU** 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 programs/modules which serve to enhance educational, social, spiritual & emotional development of students. Further, **HET** and **PAHERU** 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 AND OBJECTIVES**

- 1.1. **Pacific Academy of Higher Education and Research University** 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. **PAHERU** has represented that it is a leading institute 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 fulfillment. This will directly enhance their academic and work performance and create a harmonious environment within **PAHERU**.

- 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-

analyze 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 behavior, 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. **PAHERU** 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 programs 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 PAHERU teachers to conduct the sessions as advised by **HET** for the students at PAHERU and shall provide such external support as required. Through these Offerings **HET** will make students at PAHERU 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 **PAHERU**, 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 programs 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 PAHERU**

4.1. **PAHERU** shall extensively promote **HET** Offerings so that the greater populace of students in **PAHERU** shall benefit from this initiative. As previously indicated in Clause 1.1 above, being a value-based model of education, **PAHERU** 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. **PAHERU** 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 free of charge basis at all times as agreed. However, it is hereby agreed that certain expenses relating to but not limited training programs, workshops and faculty shall be charged in the following manner. **PAHERU** 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



PAHERU shall be borne by PAHERU and the same would be set up as per the recommendations made by HET.

ii) For training programs for faculty and students organized at HET centers, wherein an appropriate per diem expense would be undertaken by PAHERU for boarding and lodging of the participants.

## 5.2. Logistic:

PAHERU shall reimburse all expenses with respect to (i) all actual to and from 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 **PAHERU** for conducting sessions/programs, (ii) food and (iii) other miscellaneous expenses shall be reimbursed. PAHERU 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 **PAHERU** 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 one year thereafter.

6.3. This MOU shall terminate after completion of the term of one year 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 PAHERU, 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 **PAHERU**. **PAHERU** 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. **PAHERU**





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 therefrom. 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 **PAHERU** breaches the terms of Clause 8 (intellectual property) of this MOU, HET shall be entitled to seek specific performance against the PAHERU 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 [10 days, 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 the 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 **PAHERU** 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) PAHERU 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.

For HEARTFULNESS EDUCATION TRUST	FOR PACIFIC ACADEMY OF HIGHER EDUCATION AND RESEARCH UNIVERSITY
----------------------------------	---

Qy  
(DR RAKESH DASHORA)  
TRUSTEE

Date: 18-9-2023

Witnesses:

- 1)  18.09.2023
- 2) 

  
VICE CHANCELLOR

Date: 18/09/2023  
Maulvi Mehta  
Dakshini :-



## 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 **PAHERU** institution at its campus. **PAHERU** 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 program 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 / Heartfulness centers or on **PAHERU** 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 **PAHERU** 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', 'Deepen', 'Dedicate' 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.
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 **PAHERU**, including to limited to the vice-chancellors, registrars of **PAHERU** to shine some light on the relationship between meditation and education.



6. **H.E.A.R.T:** HET shall conduct a workshop for the faculty at PAHERU, to inspire them to teach in a reflective manner and also to help them integrate meditative aspects to their course design.
7. **Heartfulness Meditation Workshop:** HET shall introduce the experience of Heartfulness Meditation to the administration department, the ground staff, general public and parents of the students at **PAHERU** through a 3-day experiential workshop.
8. **Inner Well Being Workshop:** HET shall introduce the experience of Heartfulness Meditation to counselors and/or peer counselors and provide them with techniques to help students handle situation in a calmer manner, through a 3-day workshop.

# MEMORANDUM OF UNDERSTANDING



*Prepared for*  
Pacific University, Udaipur  
8-Jul-21  
Version 1.0 Final

# Table of Contents

**Agreement**

**ProfSkills4U Disclaimer**

**Executive Summary**

**Company Overview**

**ProfSkills4U**

Management Team

Advisory board

**Objective**

**Aim**

**Business Agreement**

**Program details:**

Master's Program in Logistics & Supply Chain Management

Certificate Program in Digital Analytics

**Scope of Work and Intent**

**Duration of 'Master's Program in Logistics & Supply Chain' in No. of Hours:**

Issue of certificate:

**Commercials:**

**Mode of Payment:**

**\*\*Note:**

**Dispute/Resolution:**

**Jurisdiction and Applicable Law:**



## MOU

*THIS MOU is made on 5<sup>th</sup> July 2021, between Pacific University, of the ONE PART, AND PROFSKILLS4U registered office at PLOT NO. 1966, RADHA SWAMI SATSANG BHAWAN, MAIN PATAUDI ROAD, SARSWATI ENCLAVE, GURUGRAM, HR, IND. And corporate office in Navi Mumbai, Maharashtra.*

## ProfSkills4U Disclaimer

*This MOU contains confidential information of ProfSkills4U LLP. In consideration of you receiving a copy of this document, you agree to keep confidential the contents of this document and shall not, without the prior written approval of ProfSkills4U LLP, disclose to any person the whole or any part of the information contained in, or associated with this document.*

*You agree to not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents, except as is required by applicable public access regulations or law. All viewers to this document voluntarily bind themselves to the clauses of standard Confidentiality & Non-Disclosure Agreement.*

  
**PRESIDENT**  
Pacific Academy of Higher Education  
& Research University  
Udaipur (Rajasthan)

## Executive Summary

This Proposal and any exhibits, appendices, schedules, and attachments to it are made pursuant to the Proposal for leveraging Pacific University's Udaipur campus as ProfSkills4U LLP's official exclusive center location for Udaipur, the terms of which are incorporated herein by reference, by and between Pacific University Udaipur, ("Pacific University", "you", "your") and ProfSkills4U LLP ("ProfSkills4U", "us", "we", "our"), and sets forth the programs to be delivered by us related to Logistics & Supply Chain Industry.

This Proposal represents the complete baseline for scope, deliverables, and acceptance applicable to this partnership. All changes to this document will be managed in accordance with the ProfSkills4U Change Management process. Any terms not otherwise defined herein will assume the meanings set forth in the Work Order.

## Company Overview

### ProfSkills4U

ProfSkills4U, is an E-Learning platform with the prime focus to promote & implement skill-based learning. We provide customized training based on Education 4.0, which is a new experience-based education system that uses cutting-edge technology combined with meticulously designed curriculums instead of a rote-based system and responds to the needs of a new world through personalized education.

This system, which envisions the training of new generations to meet the needs of the Industry 4.0 brings together technology, individuality, and discovery-based learning.

  
**PRESIDENT**  
Pacific Academy of Higher Education  
& Research University  
Udaipur (Rajasthan)

## Management Team

1. **R.N. GANGULY:** Chief Executive officer  
(Alumni of IIM Bangalore, with 33 years of corporate experience)
2. **Ms.LUCKY KULKARNI:** Independent Chairman  
(Country head- Human Resource, Jeena & Company)
3. **DR. BIPUL SAHA:** Chief patron  
(Scientist, PHD in science and PhD in management and having 40 years of experience)
4. **SHRI JAYANT SHRIKHANDE:** Independent director- Business Excellence  
(Former country head – China, Larsen & Toubro)
5. **DR. ILA PATHAK JHA:** Independent director- Corporate Affairs  
(Ex Dy. Director IMC)
6. **ADV. PANKAJ BAFNA:** Independent Director-Legal  
(Trainer for Maharashtra Police on Cyber Crime Investigations and Trials)

## Advisory board

1. **SHRI MOHAN TANKSALE-** Former chairman- Indian Bank Association, Former Chairman- Central Bank of India
2. **SHRI DEBASHISH H. PODDAR:** Former CEO- Bombay Dyeing
3. **DR. SHAULI MUKHERJEE:** Director school of education & Dean- Student Affairs, Adamas University
4. **Ms DIVYA MOMAYA:** Company Secretary
5. **DR. J.N MISRA:** Former chairman- IIBF, Former Dept. MD- State Bank of India
6. **MR. TAPAN SAHU:** Head of Logistics & Procurement – L&T Power, IIM-Indore Alumni
7. **MR. RAVI KUMAR:** Joint Director- Textile Export Promotion Council
8. **MR. RAVI SINHA:** Chairman- MSME Business Forum

## Objective

Our objective is to continuously adapt to changing trends and requirements in the job market and readily deliver industry oriented non-oligopolistic programs to increase skill-workplace balance, hence increasing talent productivity.

## Aim

We want to become a revolutionary organization in the education sector which sets the benchmark to transform the existing crisis of employee-skill mismatch and job requirements through the blend of cutting-edge technology, subject expertise and industry experience. Each member in our organization is driven by a single mission which is to position our employment ecosystem at the competitive edge with other countries.

## What we offer

We offer unique skill-based industry-oriented Post-Graduate, Master's Programs, and Certificate courses in logistics and supply chain management. Having multiple tie-ups in Logistics, Supply Chain, HR, Sales, and Finance fraternity, ProfSkills4U helps in equipping young professionals with employment-oriented skills.

## ProfSkills4U Advantage

1. Direct training from industry and Industry Professionals.
2. Continuous evaluation & improvement.
3. Mentorship from Industry Experts.
4. Real-Life case studies & Live Projects.
5. Batch sizing according to Professional background.
6. Online & Offline Delivery and Support.
7. Resume Building & Placement Support.

## Benefits

- Our continuous practical evaluation makes sure that you're ready for real-life scenarios.
- Students are taught to become more & more solution oriented.
- We focus on developing a pseudo-corporate environment during our classes to encourage work ethics.
- With us, experience a seamless transition into the area of your specialization.

# Business Agreement

Profskills4U and Pacific University, Udaipur to be engaged in a mutually decided MOU where we will set up our exclusive 'Knowledge Center' at **Pacific Hills, Pratapnagar Extn., Airport Road, Debari, Udaipur - 313003**, for Udaipur Region.

## Program details:

### 1. Master's Program in Logistics & Supply Chain Management

Duration: 6 months

### 2. Certificate Program in Digital Analytics

Duration: 35 Hours

## Scope of Work and Intent

Responsibilities	
Pacific University	ProfSkills4U
<ol style="list-style-type: none"> <li>1. Pacific University, Udaipur will provide us classroom with chairs, tables, lcd, projector, teaching board and internet connection.</li> <li>2. Seating arrangement with a dedicated chair &amp; table for ProfSkills4U campus counselor.</li> <li>3. Dedicated single person point of contact for any queries/escalations/support regarding our 'Master's Program in Logistics &amp; Supply Chain' program and 'Certificate Program in Digital Analytics'.</li> <li>4. Pacific University will publish our program details on Pacific University's website along with our Logo and a back link to 'Master's Program in Logistics &amp; Supply Chain' and 'Certificate Program in Digital Analytics' page in our website.</li> </ol>	<ol style="list-style-type: none"> <li>1. Curriculum Design for our 'Master's Program in Logistics &amp; Supply Chain' and 'Certificate Program in Digital Analytics'.</li> <li>2. Admission process of the students for our 'Master's Program in Logistics &amp; Supply Chain' and 'Certificate Program in Digital Analytics'.</li> <li>3. Delivery of the lectures, case studies, guest lectures, and projects for our 'Master's Program in Logistics &amp; Supply Chain' and 'Certificate Program in Digital Analytics'. Assessment of the students through online and/or offline mediums.</li> <li>4. Marketing of our 'Master's Program in Logistics &amp; Supply Chain' and 'Certificate Program in Digital Analytics'.</li> <li>5. Advertisement of our 'Master's Program in Logistics &amp; Supply Chain' and 'Certificate Program in Digital Analytics'.</li> <li>6. Branding for our 'Master's Program in Logistics &amp; Supply Chain' and 'Certificate Program in Digital Analytics'.</li> <li>7. Designing and Generating certificate for our 'Master's Program in Logistics &amp; Supply Chain' and 'Certificate Program in Digital Analytics'.</li> <li>8. Placement assistance upon successful</li> </ol>



	completion of 'Master's Program in Logistics & Supply Chain' (There is no placement assistance for 'Certificate Program in Digital Analytics').
--	---

## Duration of 'Master's Program in Logistics & Supply Chain' in No. of Hours:

Total no. of hours	Eligibility	Batch Location	Batch Size
223	Degree Graduate (Any field), Engineering and Postgraduate	Pacific University's Campus	Minimum- 30 Maximum- 40
35	Degree Graduate (Any field), Engineering and Postgraduate	Pacific University's Campus	Minimum- 40 Maximum- 60

**\*\*Note:** Delivery of lectures will be online. (Offline delivery will start after the Pandemic situation becomes stable).

## Issue of certificate:

Final certificate will have Pacific University's logo printed under the title 'Associate Partner', only for the students who will be attending ProfSkills4U program classes inside Pacific University Campus or taken admission for the online program through their channel.

## Commercials:

### A. Master's Program in Logistics & Supply Chain Management:

Component	Amount
Tuition Fee (ProfSkills4U)	INR 49,999/- per student
Infrastructure Fee (Pacific University)	INR 24,999/- per student
<b>Total</b>	<b>NR 74,998/- (exclusive of GST)</b>

After scholarship of Rs 15,000/- per student from Pacific University:

Component	Amount
Tuition Fee (ProfSkills4U)	INR 42,999/- per student
Infrastructure Fee (Pacific University)	INR 16,999/- per student
<b>Total</b>	<b>NR 59,998/- (exclusive of GST)</b>



## B. Certificate Program in Digital Analytics:

Component	Amount
Tuition Fee (ProfSkills4U)	INR 4,999/- per student (exclusive of GST)

**\*\*Note: 18% GST is applicable to the total cost of both the programs.**

## Mode of Payment:

Students from Pacific University will make the payments in the name of ProfSkills4U as follows:

1. First installment done before the commencement of the program =  
(50% of the Tuition fee per student) x (Total no. of admissions 'N') = INR 21,499.5xN.
2. Second installment by the end of first week of the fourth month from the Commencement of the program = INR 21,499.5 x no. of students.
3. For 'Certificate Program in Digital Analytics' the complete program fee of INR 4,999/- per student is to be released in the name of ProfSkills4U before commencement of the program.

**\*\*Note:**

- In case if any student drops out of the program before paying the final installment of the total fee then in that case ProfSkills4U will not be liable to pay any refund amount back to the student or Pacific University for that particular student.

## Dispute/Resolution:


This Agreement between both the parties is purely on a principal-to-principal basis and shall not constitute any partnership or any master-servant relationship. Any disputes, difference, controversy arising relating to the interpretation of this Agreement shall be settled by arbitration in the accordance with the rules of conciliation and arbitration of India. The place of arbitration shall be Mumbai and conducted in English.

## Jurisdiction and Applicable Law:

This Agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this Agreement shall be determined in accordance with the laws of India. IN WITNESS WHEREOF the respected parties have caused this instrument to be executed in duplicate, each of which shall be considered as original.

All notices and other communication under this Agreement shall be in writing and in English and either delivered by hand or sent by registered mail, courier or facsimile to the registered address given above.

**IN WITNESS WHEREOF** the Parties hereto have executed these presents in two counterparts on the day and year first herein above written.

<b>Name: Dr. K.K Dave</b> <b>Designation: President</b> <b>Signature:</b> 	<b>Pacific University</b> <b>PRESIDENT</b> <b>Pacific Academy of Higher Education</b> <b>&amp; Research University</b> <b>Udaipur (Rajasthan)</b>
<b>Name: Mr. R.N. Ganguly</b> <b>Designation: CEO</b> <b>Signature:</b>	<b>ProfSkills4U</b>
<b>Witness:</b>	<b>Witness:</b>