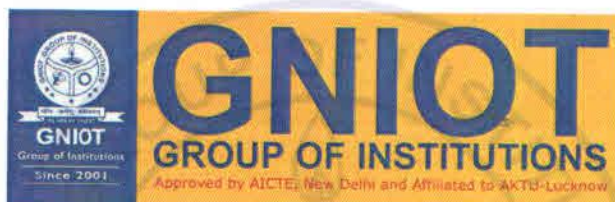


## Memorandum of Understanding (MoU)

Between



**GREATER NOIDA INSTITUTE OF TECHNOLOGY (MBA INSTITUTE)**

&

**APPWARS TECHNOLOGIES PVT. LTD.**

(A Ministry of Corporate Affairs Registered Company)  
(A Ministry of MSME Govt. of India Approved Enterprise)



For

**SKILL DEVELOPMENT, OUTCOME BASED PROGRAM  
TRAININGS, AND RELATED SERVICES**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 20th Day of September Two Thousand and Twenty One (**20-09-2021**), by and between

**GNIOT MBA Institute**, Plot No. 7, Knowledge Park II, Greater Noida , Uttar Pradesh 201310, the **first part** represented herein by its " **Director General Dr. Pranveer Singh and Director Dr. Savita Mohan**" (hereinafter referred as 'First Party', the institution which expression , unless excluded by or repugnant to the subject or context shall include its successors - in -office, administrators and assigns).

**AND**

"Appwars Technologies Noida, B-3, Near SBI Bank, B-Block, Sec-2, Noida, UP 201301, the **Second Party** represented herein by its Director "**Mr. Sonu Prakash**" (hereinafter referred as '**Second Party**', company which expression, unless excluded by or repugnant to the subject or context shall include its successors- in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

- A. First Party is a Higher Educational Institution named: "**GNIOT MBA Institute**"
- B. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D. Fixing Single point of contact:  
For. **GNIOT MBA Institute – Dr. Savita Mohan**  
Designation: Director  
  
For. **Appwars Technologies Pvt Ltd - Mr. Sonu Prakash**  
Designation – Founder & CEO
- E. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- F. Appwars Technologies Pvt Ltd, the Second Party is engaged in enhancing the skills, arranging industrial visits, guest lectures, curriculum designing, upgrade them to current market trends and assist in industrial training and placement activities.
- G. Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS HEREAFTER:**



## CLAUSE 1

### CO-OPERATION

**1.1** Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations virtually (LMS system) or within the institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

**1.2** First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

**1.3** The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated inters of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2

### SCOPE OF THE MoU

**2.1** The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

**2.2 Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum, so that the students fit into the industrial scenario meaningfully.

**2.3 Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

**2.4 Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

**2.5 Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.

**2.6 Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

**2.7 Internships and Placement of Students:** APPWARS Technologies Second Party will actively engage to help the delivery of the Internships and placement of students of **Greater Noida Group of Institutions (MBA Institute), Greater Noida.**

**2.8** Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Program on the terms specified herein

**2.9** If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3**

#### **VALIDITY**

**3.1** This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period APPWARS TECHNOLOGIES PVT LTD, the Second Party, as the case may be, will take effective steps for implementation of thermo. Any act on the part of APPWARS TECHNOLOGIES PVT LTD, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

**3.2** Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

### **CLAUSE 4**

#### **RELATIONSHIP BETWEEN THE PARTIES**

**4.1** It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party





Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Gr. Noida.

### **AGREED:**

<b>For. Appwars Technologies</b>
<b>Mr. Sonu Prakash</b>
Founder & CEO
<a href="https://appwarstechnologies.com/">https://appwarstechnologies.com/</a>
<a href="mailto:appwarsnoida@gmail.com">appwarsnoida@gmail.com</a>

Authorised Signatory

<b>For. GNIOT Group of Institution</b>	<b>For. GNIOT MBA Institute</b>
<b>Dr. Pranveer Singh</b>	<b>Dr. Savita Mohan</b>
Director General	Director
Plot No7, Knowledge Park II, Greater Noida, Uttar Pradesh 201301	Plot No7, Knowledge Park II, Greater Noida, Uttar Pradesh 201301
<a href="https://www.gniotgroup.edu.in/">https://www.gniotgroup.edu.in/</a>	<a href="https://www.gniotgroup.edu.in/">https://www.gniotgroup.edu.in/</a>
<a href="mailto:dg@gniote.net.in">dg@gniote.net.in</a>	<a href="mailto:director@gniotmba.net">director@gniotmba.net</a>
	
Authorised Signatory	Authorised Signatory

# **Memorandum of Understanding (MoU)**

## **Between**



**GREATER NOIDA INSTITUTE OF TECHNOLOGY (MBA INSTITUTE)**

**&**

**GTT FOUNDATION**

**(Powered by Barclays)**



**For**

**Soft Skill Development, Corporate Readiness,  
Interview Skills & Related Services**

**Memorandum of Understanding**

This Memorandum of Understanding is made at Pune on 3<sup>rd</sup> September 2021

**BETWEEN**

**GNIOT Group of Institution**, having its Registered Office at Greater Noida hereinafter referred to as "College" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part**,

**AND**

GTT Foundation a Non-Profit Organization registered having its registered office at 10, Talera Park, Kalyani Nagar, Pune-411014 hereinafter referred to as "GTTF" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**

**WHEREAS:**

1. **GNIOT** is an is an Educational institution affiliated to the **AICTE**
2. GTT Foundation is engaged in the field of education & employability domain that provides training to the students as part of their CSR activity
3. **GNIOT** is willing to enter into a Memorandum of Understanding (MOU) with GTTF for the skills enhancement training program through the technology platform or other face to face initiatives.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. **Objective:**

GTT Foundation  
10, Talera Park, Kalyani Nagar, Pune-411014



The objective of this MOU is to enable students of **the college** access to resources that would enhance their employability.

**2. Period of MOU:**

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of Two year from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

**3. Roles &Responsibilities of the College:**

- a. The College shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. The College shall share in their letterhead the details of the students who will attend the aforesaid training program with GTTF like name, email ID, contact details, Name of the Company in which Candidate is placed(current Company), qualification (along with the year of completion/pursuing) and other documents as per GTTF training requirements..
- c. It would be the responsibility of the College to ensure that proper publicity of the Program is made through College website.
- d. To encourage the Students to register for the Program by informing them about the benefits of the program.
- e. **College** to refrain conducting any of their training or call with the students when GTTF training is going on.
- f. It would be their responsibility to ensure that all their students adhere to training schedule.
- g. To provide all the support services and facilities to **GTTF** during the conduct of the said Training Program.



- h. To coordinate with GTTF and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by GTTF, as per schedule communicated by GTTF.
- i. To provide the placement details of the students who have undergone the aforesaid training.

**4. Roles & Responsibilities of GTTF:**

- a. GTTF shall be responsible to provide access to employability enhancement related activities through blended learning model.
- b. GTTF will arrange for assessment of its own and also arrange external assessment as required.
- c. GTTF will facilitate placement of students with their client/ customer companies in suitable positions and also recruit for their own requirements.

**5. Other Terms & Conditions:**

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. Program Coordinator to be appointed by college
- c. TPO's active support and participation is required for smooth & efficient conduct of the program.
- d. The College shall not write/publish any material or use any logos/names of GTTF/ in any of the publications without prior written consent and approval from GTTF.

**6. Commercials:**

This life skills enhancement **training program** is free of cost. GTTF shall not charge any fees on whatsoever account/name from the students or the College for conducting the aforesaid training program.

**7. Certification:**

Certificates shall be awarded by GTTF to the students on successful completion of the training and clearing of the assessment held post completion of the training program.

**8. Limitations and Warranties :**

Both parties agree that it would be their endeavor to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

**9. Termination:**

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms or non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- b. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programs, which would be without any hindrance and would be progressed for completion.

**10. Entirety & Amendment:**

This MOU contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

**11. Intellectual Proprietary Rights:**

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in



receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

**12. Confidential Information:**

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- d. The College agrees not to deal directly or enter into any agreement any clients GTTF and should not share any information with them related to the training during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

**13. Force Majeure:**

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

- b. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

**14. Non-Solicitation:**

The College agrees that during the term of this Agreement and for a period of two (2) years after the termination or expiry thereof, it shall not, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of GTTF

**15. Jurisdiction and Arbitration:**

- a. In the event of any dispute or difference between the Parties hereto, the courts in Pune alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Pune, Maharashtra.
- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Pune, India.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written





For GNIOT Group of Institution

(Authorized Signatory)

Name: Dr. Savita Mohan

Designation: Director

Place: Greater Noida

Date: 3<sup>rd</sup> September, 2021

Director

Greater Noida Institute of Technology  
(MBA Institute)

Plot No-7, Knowledge Park-2, Greater Noida

For GTT Foundation.

(Authorized Signatory)

Name: Neha Sharma

Designation: Company Secretary

Place: Pune

Date: 03/09/2021



# **Memorandum of Understanding (MoU)**

## **Between**



**GREATER NOIDA INSTITUTE OF TECHNOLOGY (MBA INSTITUTE)**

**&**



From Wonder, **Wisdom**  
Heartfulness Education Trust

**Heartfulness Education Trust**  
**(HET)**

**For**

**Heartfulness Wellness Programs Including Relaxation,  
Meditation, Value Based Education Programmes**



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) **GNIOT MBA Institute** intends to procure training and experiential learning services provided by HET on the terms agreed to herein, in order to stimulate and facilitate the development of programmes/modules which serve to enhance educational, social, spiritual & emotional development of students. Further, HET and **GNIOT MBA Institute** 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. **GNIOT MBA Institute** 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. **GNIOT MBA Institute** has represented that it is a leading university that offers high quality education and its priority is to provide its students values, inner development enabling them to perform better in their education & be leaders in nation building. It seeks to provide its students basic life skills to manage challenges in their relationships, avoid intoxicating abuses, digital dependence and deal with stress of modern life. It aims to enable their students and staff to de-stress, manage life's challenges in healthy ways and find joy, purpose and fulfilment. This will directly enhance their academic and work performance and create a harmonious environment within **GNIOT MBA Institute**.
- 1.2. HET has agreed to be helpful in such mission through its offerings as listed out in Schedule 1 ("**Offerings**"). [HET may also conduct a thorough teacher and administrative staff training program in Heartfulness approach for their inner development so as to enable them to encourage students in this program].
- 1.3. Both the Parties, hereby express their commitment to collaborate with each other to conduct (i) educational, (ii) Heartfulness relaxation, meditation and (iii) other connected wellness workshops to help students teachers to regulate their minds, moderate their tendencies, increase their concentration, sharpen the use of their will, introspect and self-analyse and accept people and situations in general. Through



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 24th Day of September Two Thousand and Twenty One (**20-09-2021**), by and between

### 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

**GNIOT MBA Institute**, Plot No. 7, Knowledge Park II, Greater Noida, Uttar Pradesh 201310, the **first part** represented herein by its "**Director Dr. Savita Mohan**" (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in -office, administrators and assigns).

(**HET** and **GNIOT MBA Institute** shall hereinafter be collectively referred to as the "**Parties**" and individually referred to as "**Party**" in this MOU)

### WHEREAS:

- i) **HET** is a public charitable trust registered under the Indian Trust Act, 1882 *inter alia* with an objective to impart Heartfulness approach to various wellness programmes including relaxation, meditation, values based educational programmes for schools, colleges, government organizations, corporates etc., made available to all who are willingly interested in individual development and wellbeing. **HET** is also engaged in conducting various Teachers' training programmes in collaboration with Certain State Governments/ Education Institutions.
- ii) **GNIOT MBA Institute** is an educational institute by statutory enactment to cater to the growing requirements of Higher Education of the region in general, and of Gautam Buddha Nagar district, in particular. **GNIOT MBA Institute** desires to provide and inculcate in its students' values and inner development in order for them to perform better as students and be leaders for growth in nation building. **GNIOT MBA Institute** has several recognized institutions under its umbrella.
- iii) **HET** through its Heartfulness initiatives offer a way for balanced living through various meditation techniques. These simple and effective techniques gradually



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 GNIOT MBA Institute

- 4.1. **GNIOT MBA Institute** shall extensively promote **HET** Offerings so that greater populace of students in **GNIOT MBA Institute** shall benefit from this initiative. As previously indicated in Clause 1.1 above, being a value-based model of education, **GNIOT MBA Institute** 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. **GNIOT MBA Institute** 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 on a charged in the following manner. **GNIOT MBA Institute** 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 **GNIOT MBA Institute** shall be borne by **GNIOT MBA Institute** and the same would be set up as per the recommendations made by **HET**.
- ii) for training programs for faculty and students organised at **HET** centres, wherein an appropriate per diem expense would be undertaken by **GNIOT MBA Institute** for boarding and lodging of the participants.

such workshops and Offerings of HET, they intend to help the students to improve their learning skills and behaviour, and inculcate humility, emotional maturity, confidence, stress management, self-awareness and most importantly, develop a sense of purpose towards life.

## 2. FACILITATORS

Both Parties shall nominate one or more representatives, who shall be the point of contact/ facilitator ("**Facilitators**") for the purposes of this MOU. The Facilitators of the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the participants for the workshops and other activities that may be conducted pursuant to this MOU and in furtherance of fulfilling the purpose and objectives envisioned under this MOU.

## 3. RESOURCES

- 3.1. **GNIOT MBA Institute** shall make arrangements at its agreed venue(s) with required reference and reading material as specified by HET, by establishing a(i) heartfulness corner in their library, and(ii) meditation practice room, and by providing such audio-visual equipment and other facilities as shall be required for conduct of the workshops and/or programmes with respect to the Offerings.
- 3.2. **HET** shall nominate such teachers, trainers and support staff as it deems necessary for conducting and providing training to participants at these workshops and programs pursuant to this MOU.
- 3.3. **HET** shall provide support to orient **GNIOT MBA Institute's** teachers to conduct the sessions as advised by **HET** for the students at **GNIOT MBA Institute** and shall provide such external support as required. Through these Offerings **HET** will make students at **GNIOT MBA Institute** 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 **GNIOT MBA Institute**, 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,



- 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 **GNIOT MBA Institute**, 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 **GNIOT MBA Institute**. **GNIOT MBA Institute** shall only use such Heartfulness IP or any part thereof, in the manner and form previously approved in writing by **HET** and in coordination with and assistance of **HET** authorized representatives.
- 8.4. **HET** reserves the right to modify, change or improve such Heartfulness IP in the manner it deems fit and implement such changed versions of Heartfulness IP or wellness techniques at anytime during the term of this MOU.
- 8.5. The Parties agree 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. **GNIOT MBA**



## 5.2. Logistic:

**GNIOT MBA Institute** 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 **GNIOT MBA Institute** for conducting sessions/programs, (ii) food and (iii) other miscellaneous expenses shall be reimbursed. **GNIOT MBA Institute** 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 **GNIOT MBA Institute** 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

**Institute** 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 **GNIOT MBA Institute** breaches the terms of Clause 8 (intellectual property) of this MOU, HET shall be entitled to seek specific performance against the **GNIOT MBA Institute** 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 [30 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 [Vijayawada, Andhra Pradesh].
- 10.2. Subject to the arbitration Clause 10.1 above, the courts of competent jurisdiction at [Vijayawada] shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.

## 11. MISCELLANEOUS


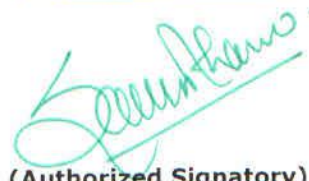




- i) This MOU together with any other documents including but not limited to memorandum of understandings, communications exchanged between the Parties defining responsibilities, obligations of both the Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to 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)



- iv) 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.
- v) 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.
- vi) 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.
- vii) The arrangement contemplated herein being in nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved except as provided for herein.
- viii) None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between **HET** and **GNIOT MBA Institute** 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.

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.

**AGREED:**

For. HEARTFULNESS EDUCATION TRUST	For. GNIOT MBA Institute
<p>(Mrs. Madhur Mehrotra) Zonal Co-ordinator &amp; Trainer, Delhi NCR-04 ZONE NOIDA <a href="https://heartfulness.org/en/campus@heartfulness.org">https:// heartfulness.org/en/ campus@heartfulness.org</a></p>  <p>(Authorized Signatory)</p>	<p>(Dr. Savita Mohan) Director <a href="https://www.gniotgroup.edu.in/director@gniotsmba.net">https://www.gniotgroup.edu.in/ director@gniotsmba.net</a></p>  <p>(Authorized Signatory)</p>
<p><b>WITNESS</b></p>  <p>1. (Dr. V. K. Gupta) Heartfulness Campus Coordinator and Trainer Heartfulness Institute, Noida <a href="mailto:vkg.vkg09@gmail.com">vkg.vkg09@gmail.com</a></p>	<p><b>WITNESS</b></p>  <p>1. (Dr. Avijit Kumar Dey) Head of the Department of MBA GNIOT MBA Institute, Greater Noida</p>
 <p>2. (Lt. Col. R.S. Chaudhary) Heartfulness Campus Facilitator Heartfulness Institute, Noida</p>	 <p>2. (Mr. Amit Manglik) Assistant Professor, Department of MBA GNIOT MBA Institute, Gr Noida</p>



## 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 **PU** institutions at its campus. **PU** 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 programme facility on mutually agreed basis.
2. **In-depth Faculty Training on Heartfulness Curricula:** Following initial introduction, interested faculty would be provided a longer duration in-depth teacher training program to further enhance and develop the Heartfulness tools and Curricula. This program would be developed suitably by Heartfulness Education Trust and made available at Kanha Shanti Vanam / Heartfulness centers or on **PU** 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 **PU** 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 **PU**, including to limited to the vice-chancellors, registrars of **PU** 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 PU, to inspire them
7. to teach in a reflective manner and also to help them integrate meditative aspects to their course design.
8. **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 **PU** through a 3-day experiential workshop.
9. **Inner Well Being Workshop: HET** shall introduce the experience of Heartfulness Meditation to counsellors and/or peer counsellors and provide them with techniques to help students handle situation in a calmer manner, through a 3-day workshop.





# Kautilya International Foundation

## Memorandum of Understanding

This Memorandum of Understanding is made at Greater Noida on 7<sup>th</sup> April 2022

BETWEEN

**Greater Noida Institute of Technology (MBA Institute)**, having its Registered Office at Plot No. 7, Knowledge Park - II Greater Noida, U.P., INDIA hereinafter referred to as "College" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part**.

AND

**Kautilya International Foundation** having its office at Office: Maharaja Agrasen Technical Education Society PSP Area, Plot No. 1, Sector-22, Rohini, Delhi-110086 hereinafter referred to as "KIF" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**.

WHEREAS:

**Greater Noida Institute of Technology (MBA Institute)** is an educational institution affiliated to the Dr. A.P.J. Abdul Kalam Technical University (AKTU), Lucknow (UP).

**Kautilya International Foundation (KIF)** is a organisation for research on cultures, civilizations and policy matters based in Delhi NCR.

**Greater Noida Institute of Technology (MBA Institute)** is willing to enter a Memorandum of Understanding (MOU) with **KIF** as a general agreement that lists areas of possible joint activities, without creating financial obligations or committing resources on both parties.

## SCOPE OF COOPERATION

Subject to mutual consent, the areas of cooperation will include:

- to exchange information on teaching, learning material and other literature relevant to educational and research programmes to provide inputs on course structure and teaching methodology from time to time.
- to jointly organize short-term education/ training / programmes on topics of mutual interest
- to jointly organize seminars, conferences, or workshops on topics of mutual interest
- any short trip/ visit as felt desirable and feasible on either side and that contributes to fostering and development of the cooperative relationship between the two organisations.

These activities are to be carried out after mutual consultation. Normally, both will sign a letter of agreement setting out the responsibilities of each institution for the agreed activity and such other matters as the institutions agree are necessary for the efficient achievement of the activity.





# Kautilya International Foundation

## Period of MOU:

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of Two year from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

## Termination:

Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms or non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.

## Intellectual Proprietary Rights:

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same.

## Confidential Information:

Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;

## Force Majeure:

Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

For GNIOT (MBA Institute)

(Authorized Signatory)

Name: Dr. Rudresh Pandey

Designation: Director

Place: Greater Noida

Date: 7th April, 2022

Director

Greater Noida Institute of Technology

(MBA Institute)

Plot No-7, Knowledge Park-2, Greater Noida

For Kautilya International Foundation.

(Authorized Signatory)

Name: Ajit Kumar Tiwari

Designation: Director

Place: Greater Noida

Date: 7th April, 2022

Office: Maharaja Agrasen Technical Education Society

PSP Area, Plot No. 1, Sector-22, Rohini, Delhi-110086

Phone: +91-8750141055

Email: ajitmayank88@gmail.com | Website: www.kifindia.org



## Memorandum of Understanding

This Memorandum of Understanding is made at Greater Noida on 4<sup>th</sup> April 2022

### BETWEEN

**Greater Noida Institute of Technology (MBA Institute)**, having its Registered Office at Plot No. 7, Knowledge Park - II Greater Noida, U.P., INDIA hereinafter referred to as “College” (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part**.

### AND

**White Sepal Services** a having its office at Chander Nagar Ghaziabad, Uttar Pradesh –201011 hereinafter referred to as “White Sepal” (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**.

### WHEREAS:

**Greater Noida Institute of Technology (MBA Institute)** is an educational institution affiliated to the Dr. A.P.J. Abdul Kalam Technical University (AKTU), Lucknow (UP).

**White Sepal Services** is a unique blend of product and services company based in Delhi NCR.

**Greater Noida Institute of Technology (MBA Institute)** is willing to enter a Memorandum of Understanding (MOU) with White Sepal Services as a general agreement that lists areas of possible joint activities, without creating financial obligations or committing resources on both parties.

### SCOPE OF COOPERATION

**Subject to mutual consent**, the areas of cooperation will include:

- a) to exchange information on teaching, learning material and other literature relevant to educational and research programmes to provide inputs on course structure and teaching methodology from time to time.
- b) to jointly organize short-term education/ training / programmes on topics of mutual interest
- c) to jointly organize seminars, conferences, or workshops on topics of mutual interest
- d) any short trip/ visit as felt desirable and feasible on either side and that contributes to fostering and development of the cooperative relationship between the two organisations.

These activities are to be carried out after mutual consultation. Normally, both will sign a letter of agreement setting out the responsibilities of each institution for the agreed activity and such other matters as the institutions agree are necessary for the efficient achievement of the activity.



**Period of MOU:**

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of Two year from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

**Termination:**

Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms or non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.

**Intellectual Proprietary Rights:**

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same.

**Confidential Information:**

Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;

**Force Majeure:**

Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

**For GNIOT (MBA Institute).**



(Authorized Signatory)  
Name: Dr. Rudresh Pandey  
Designation: Director  
Place: Greater Noida  
Date: 4th April, 2022  
Stamp:

Director

Greater Noida Institute of Technology  
(MBA Institute)

Plot No-7, Knowledge Park-2, Greater Noida



Company's Seal

**For White Sepal Services.**



(Authorized Signatory)  
Name: Ankur Sharma  
Designation: Director  
Place: Greater Noida  
Date: 4th April, 2022  
Stamp: