



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made at Mumbai is entered on 21<sup>st</sup> day of November 2023

### BY AND BETWEEN

**Shri Vishnu Engineering College for Women**, a Higher education institution under Sri Vishnu Educational Society having its head office at **SRI VISHNU EDUCATIONAL SOCIETY**, Plot No. 7&8, Nagarjuna Hills, Punjagutta Main Road, Hyderabad 500082, Telangana, India represented herein by the head of the Institution (hereinafter referred to as "The Entity" which expression shall unless it be repugnant to the context or meaning thereof deemed to include its successors and assigns) of the **ONE PART**

### AND

**Aditya Birla Education Trust**, a Charitable Trust registered under the Maharashtra Public Trust Act 1950 (erstwhile Bombay Public Trust Act 1950) having its registered office at B-4, Aditya Birla Centre, SK Ahire Marg, Worli, Mumbai - 400030 for its initiative MPower (hereinafter referred to as "MPower" which expression shall unless it be repugnant to the context or meaning thereof deemed to include its successors and assigns) of the **OTHER PART**

The Entity and MPower are hereinafter referred to as Party and collectively referred to as Parties

### WHEREAS

- A. The Entity is an Educational Institute
- B. Aditya Birla Education Trust through its initiative "MPower" aims to alleviate stigma related to mental illness and advocate prevention and provide services to people afflicted with mental health problems/illness. This initiative aims to create awareness, advocate prevention, foster education and provide holistic services. MPower provides various clinical and non-clinical services relating to mental health, to their client's, customers, organizations and general public
- C. The Entity realizing the need to provide better access to quality mental health services, due to increase in the mental health problems in people of all ages have approached MPower and the Parties have mutually agreed to collaborate and co-operate to set up Mental Health Club at The Entity to promote Mental Health amongst students
- D. Based upon the above representations the Parties have mutually agreed to record this understanding in writing in this MOU.

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

#### 1. Collaboration

The Parties have agreed to collaborate during the term of this MOU as per the terms and conditions set out herein and have agreed to carry out their responsibilities as set out in this MOU.

#### 2. Scope of Work

The Parties have mutually agreed to establish a Mental Health Club where the students of The Entity shall be the members and they shall contribute towards various mental health related activities planned during the year as detailed in Annexure 1. The services related to mental health shall be provided as detailed in Annexures 2, 3, 4, 5 and 6 annexed herewith.

#### 3. Roles and Responsibilities of The Entity



- 3.1. The Entity shall ensure proper support and permission to start Mental Health Club in order to spread awareness and provide the right intervention towards the mental health.
- 3.2. The Entity shall ensure all arrangements for operation and implementation of Mental Health Club and effectively co-ordinate with MPower for all deliverables and smooth conduct of activities organized by Mental Health Club without any overlap between various requirements from MPower.
- 3.3. The Entity shall provide ventilated classroom with all facilities and amenities required for conducting activities of Mental Health Club and shall be responsible for upkeep and cleanliness of the premises that are occupied by MPower.
- 3.4. The Entity shall obtain express consent from the Students participating and becoming members of the Mental Health Club.

#### 4. Financials

The Parties shall fulfill their respective obligations solely at their own cost. The Parties agree that except for carrying out its obligations under this MOU, neither parties will have any financial obligations to pay each other for the services provided/conducted by MPower.

#### 5. Term and Termination

This MOU shall be effective from 21<sup>st</sup> November 2023 and shall be valid for a period of 1 year till 20<sup>th</sup> November 2024 unless terminated as per the provisions herein contained. This MOU can be terminated by either party by giving 30 days' notice to the other party.

#### 6. Confidentiality

The Parties shall maintain the highest degree of confidentiality and keep confidential all sensitive, personal and identifiable information of the Students, information relating to the affairs of the parties, policies, information about their services, technology, financial details, security information regarding students and the counselling given to them and all papers and records in physical or electronic form containing such information including this MOU (hereinafter collectively referred to as "Confidential Information") which may be known to them during the course of this MOU. The Parties agree to use this Confidential Information only in a duly authorized manner in the best interest of the parties and share the information only with the students, employees, consultants, auditors etc. strictly on need to know basis or when required by some legal or law enforcement authorities. The Parties shall not use or disclose any information to a third party (during or even after the termination of this MOU). (b) This Clause shall survive the expiration or termination of this MOU. (c) The Entity agrees and confirms that it shall not require MPower to disclose or demand any information relating to students availing Counselling from the Psychologist or any of their personal, identifiable or sensitive data or information from MPower which amounts to breach of confidentiality obligations of MPower except without express consent in writing from the students and The Entity shall duly facilitate to obtain such consent from the students

#### 7. Limitation of Liability

The Entity acknowledges and agrees that MPower is carrying out its obligations under this MOU without any consideration of any kind or nature. The Entity further acknowledges and agrees that MPower shall not be liable for any direct, indirect or consequential losses, damages or loss of profit etc. either to The Entity or to any Third Party for anything, directly or indirectly arising out of providing services under this MOU, provisions of any services or carrying out its obligations by MPower under this MOU or anything arising in relation to this MOU. The Entity agrees that except for the Contributions as particularly detailed in this MOU, MPower shall not have any other duty, obligations, or any kind of obligations or liabilities whatsoever, towards The Entity or any third party. The Entity agrees to indemnify and hold MPower, its Trustees, Employees, agents and service providers harmless and indemnified from any and all claims including third party claims, damages, losses, costs, expenses, suits, proceedings, actions or prosecutions etc. suffered or incurred by MPower arising out of or in the course of fulfilling its obligations or its association in Mental Health Club or services provided under this MOU.



for any breach of any terms and conditions of this MOU or for any reasons on part of The Entity other than arising due to willful misconduct, gross negligence & breach of terms and conditions solely on part of MPower and its Psychologist.

#### **8. Intellectual Property Rights**

- 8.1 Nothing in this MOU shall be deemed to give any right or license to one party to use other party's name or logo or any other intellectual property rights in any manner whatsoever, except as authorized under this MOU or with the specific written approval of the other party. MPower shall be eligible to display information on its social media handles, its websites, its pamphlets, brochures, books, and newspaper advertisements, or any other medium of public communication showing its association with The Entity and information or achievements pertaining to Mental Health Club.
- 8.2 MPower shall provide creatives to The Entity for circulation to the Students for creating their awareness and participation in MPower mental health programs and to generate greater penetration amongst the Students.
- 8.3 The Entity hereby expressly allows MPower to use its name, marks, logos, etc in MPower's creatives as per sub clause 8.1 above, and the marks and logos provided by The Entity ("The Entity Intellectual Property") shall remain the intellectual property of The Entity and accordingly for such use, MPower shall not be held liable for any infringement claims related to such intellectual property. The Entity hereby agrees to indemnify MPower against any and all claims (including third party claims) arising with respect to The Entity intellectual property, for aforesaid use.
- 8.4 All the contents, images, graphics, animations, audios, videos marks, logos, etc. used for promotion and digital engagement shall remain the intellectual property of MPower ("MPower Intellectual Property") and neither The Entity nor their employees, agents, students or representatives shall have the right to use, disseminate or distribute any such material without the prior written consent of MPower except in the manner as agreed herein. The Entity shall not at any time claim any rights to the MPower Intellectual Property nor disturb or cause to be disturbed any rights or ownership of MPower to the MPower Intellectual Property.

#### **9. Force Majeure**

MPower shall not be expected to perform its obligations under this MOU where performance is affected by Force Majeure or any other reasons beyond its control such as, but not limited to fire, flood, insurrection, industrial disturbance, inevitable accidents, war (undeclared or declared), power, internet and system failures, legal prohibitions, riots or governmental restrictions, impact of Covid or any other epidemics etc.

#### **10. Non Exclusive**

Except as expressly provided otherwise in this MOU, The Entity acknowledges and agrees that the service provided by MPower are non-exclusive and MPower shall be eligible to provide services to third parties.

#### **11. Assignment**

This MOU or any rights or obligations hereunder shall not be assigned either fully or in part by a party without prior consent, in writing, of the other Party.

#### **12. Amendments**

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

#### **13. Relation Between the Parties**



This MOU is on a principal-to-principal basis. Nothing in this MOU shall be deemed to constitute a partnership or agency or any such relationship between the Parties hereto, for any purpose whatsoever.

**14. Representation and Warranties**

Mpower expressly disclaims any representation or warranty or guarantee with respect to its Services under this MOU or their suitability for any purpose or any accuracy or level of performance, whatsoever, except as expressly mentioned in this MOU. Mpower's services being absolutely voluntary and without any fees, charges or cost to The Entity or anyone else, Mpower specifically disclaims any claims of liabilities, costs, charges, damages or actions for any accuracy or level of performance or non-performance on part of the Psychologist or Mpower in performance of its duties or obligations or anything arising out of or in the course of its association and obligations under this project without any wilful misconduct or gross negligence solely on part of Mpower and its Psychologist.

**15. Disclaimer:**

Mpower expressly disclaims any representation or warranty or guarantee with respect to its Services under this MOU or their suitability for any purpose or any accuracy or level of performance, whatsoever, except as expressly mentioned in this MOU.

**16. Applicable Law and Jurisdiction**

This MOU shall be governed by and construed in accordance with the laws of India. All disputes between the parties arising out of this MOU are subject to exclusive jurisdiction of the Courts in Mumbai.

**17. Entire Agreement**

This MOU along with all the Schedules, Annexures etc. shall constitute the entire Agreement between both the parties and shall supersede all prior MOUs and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

**For ABET**  
Aditya Birla Education Trust



Name: Ms. Parveen Shaikh  
Designation: Vice President-Operations-ABET

Witnesses:

**For The Entity**  
Shri Vishnu Engineering College for Women

Name: DR. G. SRINIVASULU REDDY  
Designation: PRINCIPAL

Witnesses:   
Dr. P. Lalitha Raju  
[Vice principal]



## ANNEXURE I

### Process Flow of Mental Health Club

Mpower will collaborate with an existing student body to run the mental health club in the college. OR Mpower will work towards forming a new student body to run the mental health club in the respective college with the support of college faculty & staff.

The Mental Health Club will be run by college students for college students under the supervision of Mpower.

Mpower shall provide the name and logo for running the Mental Health Club across all the colleges with which Mpower shall collaborate with to run the Mental Health Club and the same shall be adopted and used by the students to run the Mental Health Club in their College and all the intellectual property rights in the name and logo of the Mental Health Club shall remain with Mpower.

A calendar of events would be planned with the students and execution of the calendar will be the responsibility of the club members in coordination with Mpower.

All the students who are members of the Mental Health Club shall use the Mpower app and should encourage other students to use Mpower App services if needed.

Mpower shall provide Certificates to the students who are the members of Mental Health Club at its own discretion.

The Students of the Mental Health Club shall do one street play/event annually. The Script of the Street play shall be provided by Mpower.

The existing mental health club members would have to appoint and hand over the club to the new club members before their exit from the college to keep the Club running year after year.

The club members will have an opportunity to make a city-wise chapter of the Mental Health Club.



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## ANNEXURE 2

### YMHEA TRAINING/WORKSHOP/SEMINAR/WEBINAR

Mpower and The Entity agree to the conduct of YMHEA/WORKSHOP/SEMINAR/WEBINAR Sessions as per the annual calendar of the mental health club

#### Terms & Conditions:

1. Session(s) for Training / Workshop / Seminar / Webinar shall be conducted online or offline / face to face at the Venues as mutually agreed between the Parties
2. There shall be 25 Participants per batch for the sessions conducted Offline and 15 participants per batch for the sessions conducted online.
3. All arrangements for the Sessions including but not limited to the arrangement of Venues, Online platform, participation of students, facilitating their presence in the webinar and permissions, if any, required for the conducting the webinar, shall be the responsibility of The Entity.
4. The Entity shall be responsible for the upkeep and cleanliness of the premises that are occupied by MPower for the provision of the Sessions and The Entity must maintain cleanliness and hygiene of such premises at all times.
5. MPower's responsibility shall be only to make available a psychologist / Counsellor to deliver the lecture on the applicable topics and address queries of the Students attending the Session(s).
6. The Session dates, as predefined shall not be rescheduled without valid reason. Changes to schedule will not be entertained 7 days or less leading to the predefined date. If either Party has a valid reason for cancelling a Session, a second mutually acceptable date will be agreed by and between the Parties. If no such date can be agreed between the Parties, MPower shall be eligible not to conduct the said Session. MPower shall have the right to cancel a scheduled Session on account of the occurrence of any unforeseen circumstance including any acts of God, fire, floods, acts of public authorities, delays or default caused by common carriers, serious illness of any therapist who intends to conduct a Session or any other events outside the control of MPower.
7. The information provided by MPower Psychologist during the Session(s) shall be only for informational purposes and the Students may act on the basis of the said information absolutely in their own responsibility, after due verification at their end. Mpower disclaims any and all liabilities on account of any use of such information by the Participants or any third party or for any matter arising out of or connected with the conduct of the Webinars.
8. All material discussed or viewed during the Session(s) shall remain the intellectual property of MPower and neither The Entity nor students nor their employees, agents, or representatives shall have the right to use, disseminate or distribute any such material without the prior written consent of MPower.
9. MPower does not permit recording of any of the Session(s). The Entity shall ensure that the students nor their employees or representatives shall not record the proceedings of the Session.
10. MPower shall provide Certificates to students attending the YMHEA Sessions only upon the completion of 1 year where they have attended the YMHEA Sessions and have imparted knowledge to their fellow students during that academic year.
11. MPower has the right to distribute information regarding future workshops, events, or publications during the Session.
12. The Entity shall provide a written or digital testimonial to MPower after completion of the Session(s).



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## ANNEXURE 3

### 24\*7 MPOWER I ON I HELPLINE SERVICES

1. Access to the Helpline through Call shall be available to the students of The Entity on a 24X7 basis through toll free number, however, except in case of breakdown, power / system failure, maintenance or any other such unavoidable reasons. MPower shall take reasonable steps to inform The Entity about unavailability of the Helpline on account of any unavoidable reasons and to restore the services of the Helpline. The Entity understands and acknowledges that Helpline services are not exclusive to The Entity and open to general public as well as other Clients / customers / partners of MPower and their students.
2. The Entity agrees that the Helpline access shall be available to the students subject to " **terms and conditions**" and " **privacy policy**" available at [MPowerlonlabet.co.in](http://MPowerlonlabet.co.in), as revised from time to time. The Entity confirms its acceptance to the said terms and conditions and Privacy Policies for Helpline services to its Students.
3. The caller dials a toll free number 1800120820050
4. The Entity Understands and acknowledges that Students calling the helpline may experience a waiting time before getting connected to the Counsellor and The Entity agrees that such waiting time shall not in any manner constitute any deficiency in services or breach of any obligations on part of MPower under this MOU.
5. Calls that have been disconnected / abandoned before being connected to the therapist will not be called back by the therapist or anyone at MPower.

### ONE TO ONE ONLINE COUNSELLING

1. One to One Online Counselling on audio or video shall be available on prior appointment on a 24 x 7 basis. Appointments will be available on 1<sup>st</sup> come 1<sup>st</sup> served basis for first 25 students. A maximum of 2 Counselling Sessions per student of 45 to 50 minutes' duration per session shall be available.
2. The process flow for counselling Sessions shall be as follows:
  - (a) The Students shall call the helpline and speak with the therapist
  - (b) If the therapist or student feels they need long term therapy and from the same therapist, the therapist will give an appointment to the student at a mutually convenient time and date.
  - (c) The counsellor will send a confirmation email to the student along with the link for the online session.
  - (d) The student will also be sent a consent form to be digitally signed before the start of the session.
  - (e) The student will be covered by the package for 2 sessions.
  - (f) Should the student wish to continue counselling after 2 sessions, they will be charged directly by Mpower at standard rates.
3. The Students shall be attended to for One to One Online Counselling only at after submitting a detailed intake / consent form as per Annexure " \_ " \_ ", to the MOU as may be applicable. The Consent / intake form can be provided either by the student himself / herself in case of student being Major with sound mind or for Students being minor or of unsound mind by his / her legal guardian / nominated representative or any other person legally and validly authorized to give consent on his / her behalf ("NM"). The Entity confirms its acceptance to the terms and conditions in the consent / intake forms for One to One Counselling services to its Students.
4. The need and type of counselling to be provided to the Students, shall be as per the need as solely assessed to by the Psychologist at Mpower after screening of the student. The Entity agrees and confirms that they have no objection to such Counselling given to the concerned Students by Mpower.

### OTHER TERMS AND CONDITIONS



- a. Mpower does not permit recording of any of its helpline/ Counselling by the Students and The Entity understands that Students should not record the proceedings of the Calls/ Counselling Sessions nor calls recorded shall be shared or disseminated by the beneficiary or by his / her relatives / other contacts to any third person or through social media.
- b. Services under this Agreement is only for the students of The Entity as defined in this MOU It shall be the sole responsibility of the The Entity to monitor and ensure that only students avail the Services of Mpower and no other person avails the Services. Mpower shall not be liable for any deficiency in service or any other matters or liabilities whatsoever, if Services are availed by any unauthorized persons.
- c. Counselling referred to in this Annexure are non- clinical Counselling Services. In case a Beneficiary is in need of Psychiatric Consultation, the Beneficiary will be referred to Mpower-The Centre situated in Mumbai, Bangalore and Kolkata, Pune or Mpower-The Foundation in Mumbai.
- d. The Entity agrees that all the reports, records, data, information, and any other data or information provided by the Students related to the Services Provided to them by Mpower, shall be solely the Property of Mpower and Mpower shall be eligible to retain them as per the statutory requirements or for the purpose of providing further services to Students, whether in association with The Entity or otherwise, as per the requirements at Mpower.
- e. The Entity understands that students should use a secured line connection for availing Mpower online Services of Counselling.
- f. The Entity understands that despite safety measures taken there are chances of breach in security in technology. The Entity undertakes that The Entity or the students shall not hold Mpower, its Psychologists or therapists, Employees, agents and affiliates responsible or liable for any breaches of confidentiality of students personal identifiable or sensitive information or data or any data or information pertaining to the mental health and services to the students of The Entity due to calls to helpline or 1 on 1 Counselling without any deliberate attempt on part of Mpower, its Psychologists, Employees, therapists, agents and affiliates.
- g. Right to Deny Service : 1) MPower reserves the right to deny or discontinue providing Services as per this MOU to any Students, in the event where the Customer or his/her nominated representative misbehaves or misconducts or mistreats any personnel of MPower or any person/staff associated with MPower or creates an unhealthy atmosphere in the vicinity of MPower which is likely to affect the goodwill of MPower (2) MPower may cease to schedule sessions, if a referral made to inpatient treatment by MPower's Psychologist/Psychiatrist, and the Customer refuses that referral. MPower may also cease to conduct sessions for the Customer, if the Sessions by the Mpower are deemed to be non-beneficial to the Customer by MPower's Psychologist for any particular reason.



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## ANNEXURE 4

### SURVEY

1. MPower shall conduct survey based upon the questions developed at MPower for understanding of the mental health needs of college going students.
2. The survey questions shall be shared with students of The Entity via email through a third Party Platform and The Entity shall assist MPower for conducting the said survey.
3. MPower shall have all the rights to use, display, present or publish the survey report on social, digital, print, electronic, visual or any other media, advertisements, articles including online articles, hoardings, publish in Books, Journals, Magazines, Pamphlets brochures etc. published by MPower, its management on their own or in coordination with some other Agency for the purpose of promoting MPower, MPower's activities and programmes or for any other purposes found appropriate by MPower authorities and MPower's management.
4. All the content used for conducting the survey and the data generated after conducting of such survey shall remain the intellectual property of MPower and neither The Entity nor their employees, agents, students or representatives shall have the right to use, disseminate or distribute any such material without the prior written consent of MPower.



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## ANNEXURE 5

### E-NEWSLETTER

1. The Entity shall prepare E-Newsletters to be circulated amongst the students of The Entity
2. MPower shall provide assistance to The Entity for creating content for the e-newsletter
3. The Entity shall not be entitled to use the name and logo of MPower in its newsletter without taking prior consent from MPower
4. All the contents, images, graphics, used in the e-newsletter shall remain the intellectual property of The Entity. Further The Entity alone shall be liable and responsible for any third party claims arising out of the content published in the e-newsletter, including any intellectual property rights claims.



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