

महाराष्ट्र MAHARASHTRA

2019

VC 063315



**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MoU") executed on 15<sup>th</sup> Day of May 2019 at Nashik

**BY AND BETWEEN:**

**RoundGlass Wellbeing Private Limited**, having its registered office at IT C-7 KMG Tower, Sector 67, SAS Nagar Mohali - 160062, Punjab (hereinafter referred to as "RG India", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART;**

**AND**

**Ashoka Education Foundation and all its higher education units** a society registered under the Maharashtra Public Trust, 1950 bearing Registration No. F - 7359, Nashik and having its office at: 8/1/ 2B, Ashoka Marg, Wadala, Nashik, through its authorized Representative Dr. Wasudeo N. Bhende (Administrator) and its affiliates as listed in this MoU (hereinafter referred to as "AEF", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**



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दस्तावेजा प्रकार / अनुच्छेद क्रमांक	
वस्तू नोंदणी करणार आहेत का	होय
नोंदणी होणार असल्यास दुय्यम भिबंधक कार्यालयाचे नांव	अशिका (पुणे)
भिंडकतीत रकम -	₹ 219
मोबदला रकम -	
मुद्रांक विक्री घेणाऱ्याचे नांव -	वसुधा नाशिक
दुसऱ्या पक्षाच्या नांव -	
हस्तांतरण कर घेणे नाच व पत्ता	पंजाब शिकार
मुद्रांक विक्री रकम -	₹ 700
मुद्रांक विक्री नोंद वही अनु.क्रमांक /	CYC दि. 05/05/2019
मुद्रांक विक्री घेणाऱ्याची सही :	S.K. Shetye
परवानाधारक मुद्रांक विक्रेत्याची सही व	एम. एस. शेख
तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता / प. क्र.:	998/2003, गान्धारी मार्ग, नाशिक-१





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") executed on 15<sup>th</sup> May 2019 ("Effective Date") by and between:

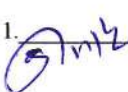

**RoundGlass Wellbeing Private Limited**, having its registered office at IT C-7 KMG Tower, Sector 67, SAS Nagar Mohali - 160062, Punjab (hereinafter referred to as "**RG India**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

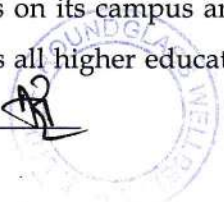
AND

**Ashoka Education Foundation and all its higher education units** a society registered under the Maharashtra Public Trust, 1950 bearing Registration No. F - 7359, Nashik and having its office at: 8/1/ 2B, Ashoka Marg, Wadala, Nashik, through its authorized Representative Dr. Wasudeo N. Bhende (Administrator) and its affiliates as listed in this MoU (hereinafter referred to as "**AEF**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**

WHEREAS:

1. **RoundGlass Wellbeing Private Limited** has developed a solution by the name of "RG College Wellbeing", for mental wellbeing education, awareness, proactive assessment, monitoring & on-line as well as off-line intervention, needed to support comprehensive development of youth (hereinafter referred to as "**RG College Wellbeing**"). RG College Wellbeing has developed an evidence-based solution for college/university students to achieve optimal emotional and behavioural outcomes through education, engagement, monitoring, and therapy delivered through RG College Wellbeing and offline campus support ("**Program**");
2. Through RG College Wellbeing and its Program, **RoundGlass Wellbeing Private Limited** aims at building campuses that are proactive in enhancing the mental wellbeing of their students. The effectiveness of this program will be demonstrated in terms of its functional capabilities to identify, enhance and track the mental wellbeing of these students.
3. AEF is desirous of using the aforesaid solution/program of RG College Wellbeing for its all higher education units on its campus and for that purpose, **RoundGlass Wellbeing Private Limited** and the AEF and its all higher education units are desirous of entering into this MoU and be bound by

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the terms stated herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, including the recitals, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

S. NO.	HEADING	DESCRIPTION
1.	Term	The Program, the details of which is as set out in Annexure 1 below, shall be made available to all the students of the AEF's higher education units for Academic Year June 2019 to May 2020 effective from the date of signing this MoU ("Term").
2.	Responsibility of RG India	<b>RoundGlass Wellbeing Private Limited</b> shall be responsible for the following, during the Term hereof: <ol style="list-style-type: none"><li>1. Launch and execute Program for all enrolled students on the campus;</li><li>2. Knowledge sharing with the student welfare department;</li><li>3. Provide the RG College Wellbeing solution training to students; and provide all the training material required for the course.</li><li>4. Mobile app-based project implementation &amp; monitoring;</li><li>5. Health coach support;</li><li>6. Student summary report</li><li>7. Provide certification in association with the Ashoka Education Foundation.</li></ol>
3.	Responsibility of AEF	AEF shall be responsible for the following during the Term hereof: <ol style="list-style-type: none"><li>1. Appoint a single point of contact and ensure compliance of the program schedule.</li><li>2. <u>Collaboration with the single point of contact for the group, for conducting online &amp; offline activities related to the Program for students;</u></li><li>3. Ensure selected students' participation as mental health ambassadors (peer mentors);</li><li>4. Provide information as requested from time to time of all students for <b>RoundGlass Wellbeing Private Limited</b> applications.</li><li>5. Grant permission to conduct mental wellbeing-related campaigns &amp; workshops on campus;</li></ol>



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		6. Provide logistical support such as classrooms and audio-video facilities for the workshop and campaigns;
4.	<b>Consideration</b>	For the first six months of the Term, in exchange for the expertise and experience that <b>RoundGlass Wellbeing Private Limited</b> , through RG College Wellbeing, brings to the AEF, the AEF has agreed to provide the infrastructure and access to students for the Program, and that shall serve as a valid form of consideration under this MoU (" <b>Initial Free Period</b> "). After the expiry of the Initial Free Period, the AEF has agreed to provide the infrastructure and access to students for the Program, and pay to <b>RoundGlass Wellbeing Private Limited</b> after completion of six months, a total of INR 1,50,000/- (Rupees One Lakh fifty thousand only) + GST @18 %, payable as after the expiry of six months from the date of signing of this MoU or before October 16, 2020, whichever is earlier .
5.	<b>Intellectual Property</b>	<p><u>It is hereby agreed that</u> any and all Intellectual Property Rights, including but not limited to trademark, copyright, patent, trade secrets, know-how, etc. in the Program and RG College Wellbeing in terms hereof, including any modifications, derivative works, enhancements or improvements made thereto, are and shall at all times be owned by <b>RoundGlass Wellbeing Private Limited</b> and it's affiliates, as applicable.</p> <p>The AEF acknowledges that it shall have no right, title or interest, express or implied, in the Program provided to <b>RoundGlass Wellbeing Private Limited</b>, as well as the RG College Wellbeing Platform, either wholly or in parts.</p> <p>For the purpose of this MoU, "<b>Intellectual Property</b>" shall mean and include any and all intellectual property and tangible embodiments thereof which may now or in the future subsist for their full term anywhere in the world including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, techniques, databases, computer software, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions, mask works, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design</p>



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		processes, or document research or testing, schematics, diagrams and other works of authorship, which may now or in the future subsist for their full term anywhere in the world.
6.	Use of Logo	The AEF grants to <b>RoundGlass Wellbeing Private Limited</b> permission to use any name or logo of the College in marketing, sales, financial, and public relations materials and other communications solely to identify AEF as an <b>RoundGlass Wellbeing Private Limited</b> customer.
7.	Use of data	<b>RoundGlass Wellbeing Private Limited</b> <u>hereby agrees that it will not use information collected from the students at the AEF during the Term, for the following purposes:</u> <ol style="list-style-type: none"> <li>1. For any promotional activities, for any services or products of RG India; and</li> <li>2. To commercially exploit the data so collected from the AEF, either by sale of the data or in any other manner as it deems fit.</li> </ol>
8.	Termination	Either party may terminate this MoU at any time during the Term by giving a 15 (fifteen) days written notice to the other Party.
9.	Dispute Resolution	In the event of any dispute or differences arising at any time between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree and shall mutually endeavor to appoint a single arbitrator from AEF , within a period of thirty (30) days. The appointed arbitrator will be referred for resolution. The arbitration proceedings will held at Nashik and only Nashik court will have Jurisdiction to resolve the matter.
10.	Governing Law	The laws of the Republic of India shall govern the validity, construction, interpretation and effect of this MoU without regard to the conflict of laws principles and any dispute in relation to this MoU shall be subject to the exclusive jurisdiction of the courts at Nasik.
11.	Confidentiality	The Parties hereby agree to not disclose the content of this MoU to any third party. Rights to the Confidentiality are a right "in rem" against all recipients of any such Confidential Information or other information, whether intended or not. Both parties may share certain confidential information with the each other and both of them shall maintain the highest level of

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		<p>secrecy, confidentiality and privacy with regard to such confidential information. and shall use its best efforts to protect the confidentiality and proprietary of confidential information. Additionally, the Parties shall keep confidential all the details and information with regard to the Students. The Parties administration shall retain all rights to prevent, stop and if required take the necessary punitive action against the other regarding any forbidden disclosure. RG may share the confidential information with its employees but only strictly on a need to know basis.</p> <p>It is however clarified that confidential information does not include information which is lawfully available in the public domain. Any breach of confidentiality as per the terms and conditions in this agreement shall result in immediate termination of Contract.</p>
12.	<b>Indemnity</b>	Both Parties shall at all times keep the other party indemnified and hold each other's and its management, affiliates, successors in interest and assigns harmless against all actions, suits, proceedings, leases, costs, damages, charges, claims and demands in any way arising out of reason of anything done or omitted to be done by the parties and its employee/faculty.
13.	<b>Assignment</b>	Both parties shall not have the right to transfer or assign any of its rights and obligations under this MoU to any third party without obtaining a prior written consent of either party.
14.	<b>Anti-Bribery</b>	In relation to the transactions the subject of this MoU, The nor any of its affiliates has made, offered or authorized any payment, gift, promise or other advantage, whether directly or through any other person, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/or (ii) violate any of the Anti-Bribery, Anti-Corruption and/or Money-Laundering Laws or any other applicable law.

1. 57112  
 2. P1 [Signature]




IN WITNESS WHEREOF the Both Parties have put their respective hands and seals the day and year first herein above written.

**RoundGlass Wellbeing Private Limited**

Through its authorised representative

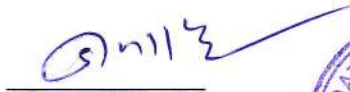

Mr. \_\_\_\_\_ **PRAUKA SAH AND  
ASHISH BANSAI**

  
\_\_\_\_\_  


**Ashoka Education**

Through its authorized Representative

**Dr. Wasudeo N. Bhende (Administrator, AEF)**

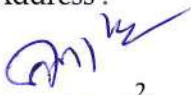
  
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In the Presence of Witnesses:

1. Name :

Sign :

Address :

1.  2. \_\_\_\_\_

2. Name :

Sign :

Address :





## ANNEXURE 1

### DETAILS OF THE PROGRAM

#### **RG College Wellbeing Solution**

A secure and holistic program, RG College Wellbeing helps the youth to identify and manage behavioral and mental health issues. In other words, it is a platform to achieve and sustain a state of positive mental fitness and wellbeing.

The unique features of the RG College Wellbeing mobile application are:

- **Awareness Information**- Exclusive Mental Health & Wellbeing articles, infographics and videos
- **Mental Wellbeing Assessment** - Proactive clinical screenings for symptoms of stress, anxiety and depression, along with related reports
- **Personal Health Coach** -Health coaches (Clinical/ Counselling Psychologists) provide active support to students through secure text chats & teleconsultations
- **Mood Monitoring** - Tracking of mood changes to assess overall mental wellbeing
- **Artificial Intelligence** - Chatbot support to students for self-help, coping strategies and healthy habit reminders
- **Cognitive Behavior Therapy** - Interactive modules with assignments for behavior modification with the help of health coaches

#### **RG College Wellbeing 'on campus' Program**

The RG College Wellbeing expert team works with campus mental health stakeholders to identify and innovative ideas and approaches. These ideas and approaches address gaps and enhance practice in student mental health services and programs. The RG College Wellbeing on campus program mainly includes - Consultancy, Mentorship & Awareness Initiatives.

#### **Consultancy for Campus Mental Wellbeing**

##### **1. Need-Based Approach**

- Creating modules for mental health issues like Depression and Substance Abuse etc.

##### **2. Strategies & Policy**

- Evolving protocols and policies for Campus wide implementation to facilitate mental health initiatives i.e. for Depression and Substance Abuse across campus.

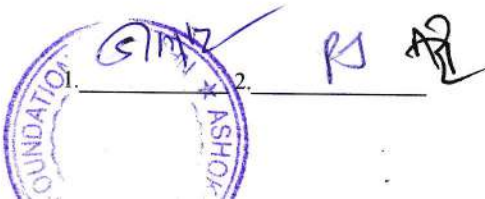
##### **3. Capacity Building on Campus:**

###### **a. Peer Mentorship Program**

- Existing student mentors from campus to be trained for supporting mental health initiatives.
- 15 hours theory and 15 hours practical.

##### **4. Campus Engagement**

- Student led campaigns on campus



ANNEXURE II

Higher Education Units of AEF

Ashoka Center For Business And Computer Studies

(here in after referred as "ACBCS"). Through its Principal Dr. D. M. Gujrathi


2. Ashoka International Centre for Educational Studies and Research (AICESR), through its I/C Principal Mrs. Preeti Sonar.

3. Ashoka College of Education (ACE), through its Principal Dr. Ajaykumar Ingle.

4. Ashoka Business School represented by its In-charge Director Dr. Vikas Gaundare Hereinafter referred to as the "MBA College"

5. QAG Cell represented by its Head Mr Yogesh Joshi,

All above Higher Education Institute runs under the Ashoka Education Foundation (AEF

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