



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU" has been agreed, made and executed on this 12th day of Sept. 2022.

Between,

GOVT. PG COLLEGE, RAJGARH, DISTT. ALWA RAJASTHAN (herein after referred to as "GPGCR", which expression shall unless repugnant to the context and meaning there of mean and include its administrators and permitted assigns) is a state-run GOVT College, established in 1967.

and

HEARTFULNESS EDUCATION TRUST (herein after referred to as "HET", which expression shall unless repugnant to the context and meaning there of mean and include its successors, administrators, authorized representatives and permitted assigns) is a registered trust having its registered office at no. 40-15-9/12, Nandamuri Road, Venkateswarapuram Post Office, Vijayawada – 520 010, Andhra Pradesh, India).

(HET and GPGCR shall herein after be collectively referred to as the "Parties" and individually referred to as "Party" in this MOU)

WHEREAS:

- i) **GOVT. PG COLLEGE, RAJGARH, DISTT. ALWAR, Rajasthan** is offering UG and PG programs in various streams. The college is committed to providing an educational environment for students where along with curricular aspects, extra-curricular activities are also given equal importance for the overall development of the students.
- ii) **HET** is a public charitable trust registered under the Indian Trust Act, 1882 *inter alia* with an objective to impart Heartfulness approach to various wellness programs including relaxation, meditation, value based educational programs for schools, colleges, government organizations, corporate etc. These programs are made available to all who are willingly interested in individual development and wellbeing. HET is also engaged in conducting various Teachers' training programs in collaboration with certain State Governments/ Education Institutions.
- iii) **HET** through its Heartfulness initiatives offers a way for balanced living through various meditation techniques. These simple and effective techniques gradually imbibe feelings of discipline, empathy and brotherhood which leads to mental, spiritual, and psychological well-being. They help an individual in internal transformation and external interactions.
- iv) **GPGCR** intends to obtain training and experiential learning services provided by HET on the terms agreed to herein, in order to enhance educational, social, spiritual & emotional development of students. Further, HET and GPGCR support of their interest in the field of education are desirous of promoting mutual cooperation by organizing and conducting educational workshops for mental,

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[Signature]

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spiritual and psychological well-being of the students. The Parties desire to extend the basis for friendly and cooperative collaboration by way of this MOU.


NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

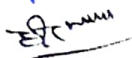
1. PURPOSE AND OBJECTIVES

- 1.1. **GOVT. PG COLLEGE, RAJGARH, DIST. ALWAR, Rajasthan** has represented that it is a leading institute that offers high quality education and its priority is in their education and be leaders in nation building. GMGC seeks to provide its students with the basic life skills to manage challenges in their relationships, avoid intoxicating abuses, digital dependence and deal with the stress of modern life.
- 1.2. HET has agreed to be helpful in such mission through its programs specifically developed for specific needs without any financial burden on GPGCR.
- A **Staff Training:** HET shall impart a training program on "Wellness at work" to the Principal, Teachers and Staff of the GPGCR institution at its campus. GPGCR 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.
- B **HELM (Heartfulness Enabled Leadership Mastery) curriculum for students:** HET shall 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.
- C **Internships for students:** Faculty offering 'Heartful Electives' can design projects that aim to integrate ethical and contemplative aspects into particular student projects.
- D **Leadership Conclave/Roundtable on Heartfulness Leadership:** HET shall conduct a 3-day workshop for the Principal and faculty members of GPGCR in which light will be thrown on the relationship between meditation & education.
- 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 and to develop habit of tolerance, introspection and self-analysis. Through 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 the 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


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the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the participants for the workshops and other activities that may be conducted pursuant to this MOU and in furtherance to fulfilling the purpose and objectives envisioned under this MOU.

3. RESOURCES

- 3.1. GPGCR shall make arrangements at its agreed venue(s) with required reference and reading material as specified by HET (though the reading material including photocopies, etc. would have to be provided by HET). It shall establish a (i) Heartfulness corner in the library, and (ii) meditation practice room, and (iii) providing such audio-visual equipment and other facilities as shall be required for conducting the workshops and or programs with respect to the Offerings. Provided that all such arrangements shall be made out of the existing resources available with the GMGC and no expenses shall be borne by GPGCR.
- 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 GPGCR teachers, who are voluntarily ready to do so, to conduct the sessions as advised by HET for the students. Through these Offerings HET will make students at GPGCR understand values and their role in improving the quality of their life. As an extended activity it will enable them to impart spiritual training in their institutions as and when feasible.
- 3.4. HET agrees to distribute reading materials/ literature to the participants, through any means including audio and/or video recordings, books and magazines as deemed fit. HET shall share the contents of such reading materials, literature, video recordings and other such material with GPGCR, before distributing the same to the participants.

4. OTHER OBLIGATIONS OF GPGCR

- 4.1. GPGCR will help HET in promoting the offerings so that the greater populace of students in GPGCR shall get benefit.
- 4.2. GPGCR shall
 - i) Take initiatives such that its faculty and students shall attend the sessions conducted by HET with an objective to help them develop ideal value systems within;
 - ii) Facilitate students to integrate and imbibe such values into their lives and education;
 - iii) Conduct survey to find the effectiveness of the programs.
 - 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. FACILITIES 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 facilities relating to limited training programs, workshops and faculty shall be provided in the following manner. GPGCR shall provide following facilities:
 - i) Rooms for heartfulness corner, meditation, Library and other such facilities already available in GPGCR. GPGCR shall not bear any financial burden.

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- ii) No expense would be undertaken by GPGCR for training programs for faculty and students organized at HET centres,

5.2. Logistics and Hospitality:

- (i) GPGCR shall not bear any kind of travel expenses for any of the HET trainers and special guests who are invited to GPGCR for conducting sessions/programs.
- (ii) GPGCR may provide hospitality and tangible support to the trainers and special guest only with the available resources, without bearing any financial burden.

6. TERM

- 6.1. This MOU has been executed for the purpose of organizing workshops/ seminars/ training sessions at the premises of GPGCR.
- 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 to Parties.
- 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 prior mutually agreed to by the Parties.
- 6.5. Either Party may voluntarily terminate this MOU by giving a 1 month notice in writing to the other.

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.

8. INTELLECTUAL PROPERTY

Neither Party shall exercise any rights in the trademarks, copyright or other intellectual property of the other Party. The provisions of prevailing law relating to trademark and copy right shall be followed strictly.

9. INDEMNITY

The services provided by HET's with respect to the Offerings are on a mutual basis and free of cost. Only the willing participants who are concerned for their own wellbeing / self-development are required to participate. For development of its students GPGCR may make the HET programs, modules and/or workshops as part of its curriculum. The Parties, therefore, agree that such services do not give rise to any kind of damage or liability to anybody who participates and therefore no damage can arise there from. No indemnity is therefore provided herein. The Parties agree that HET programs do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.

10. GOVERNING LAW, JURISDICTION & ARBITRATION

[Signature]

Principal

Govt. H. S. College
Bajsarh (Awaraj) Raj.

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Coordinator
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GOVT. College Bajsarh (Awaraj) Raj.

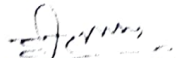


- 10.1. This MOU shall be construed, interpreted and enforced in accordance with laws of India. Offerings made by HET are free of cost, therefore, there is no financial involvement. Even then in case of any differences between the Parties, they shall make all efforts to settle the disputes amicably through mutual discussion and negotiation within 10 days. If dispute does not resolve it shall be referred to a sole arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996.
- 10.2. The courts of competent jurisdiction in Udaipur, Rajasthan shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.


11. MISCELLANEOUS

- I. This MOU can only be amended in writing by mutual consent of both the Parties. No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of both the Parties.
- II. The arrangement contemplated herein being in the nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved.
- vii) None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between HET and GPGCR and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way.
- viii) GPGCR agrees that the participants to any of the HET program shall participate voluntarily. The practices prescribed by HET are not substitutes for any medical prescription or medical advice, if any, recommended by any medical practitioner.

IN WITNESS WHEREOF the Parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

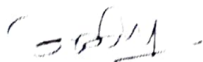

 For Heartfulness Education Trust
 [HEERA LAL BAIRWA, C.C.]
 केंद्र समन्वयक
 हार्टफुलनेस सेंटर
 राजगढ़ (अलवर) राज.
 TRUSTEE (91) 9460902739



 For Govt. PG College Rajgarh
 [DR. SAJJAN SINGH, PRINCIPAL]

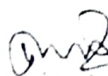

 PRINCIPAL
 राजगढ़ (अलवर) राज.
 Date: 12-09-2022


Date: 12-09-2022

Witnesses:

- 1) 
 (अशोक प्रसाद)
 9460902739


 Principal
 Govt. P. G. College
 Rajgarh (Alwar) Raj.


 2) (DR. P.C. MEENA)
 Govt. P.G. College
 Rajgarh (Alwar) Raj.
 905727256


 Coordinator
 IQ AC-CELL
 GOVT. College, Rajgarh (Alwar)

MEMORANDUM OF UNDERSTANDING
Between
Principal,
Govt. College Rajgarh Distt. Alwar
And
Executive Engineer,
Rajasthan State Agricultural Marketing
Board, Alwar


Name of work:-


S.No	Name of Works
1.	Construction of 04 Nos Class Room With Verandah & Toilet Block at Govt. College Rajgarh Distt Alwar.

This Memorandum of Understanding (MOU) is made on the 26th (day) of August (Month) 2020 (Year) between Principal Govt. College Rajgarh as first party and this expression shall mean and include its successors, administrators and Executive Engineer RSAMB, Division Alwar on behalf of the Additional Chief Engineer (Zone-I), Rajasthan State Agricultural Marketing Board, Jaipur thereafter referred to as RSAMB as second party which expression shall mean and include its legal successors, administrators and officers having registered office at Pant Krishi Bhawan, Jaipur.

1. That First Party intends to undertake a **Construction of 04 Nos Class Room With Verandah & Toilet Block at Govt. College Rajgarh Distt Alwar.** Total costing about Rs 96.71 Lacs inclusive of 09% agency charges, 1.50% work charge & contingency actual expenses of NIT and Price escalation charges as per letter no. ADM/RSAMB Jaipur 8040-83 Dt. 15-07-2016
2. That the actual cost includes all expenditure incurred on work, taxes, claims, escalation charges etc but excludes salaries of staff, their TA /DA and transport charges, which are covered under agency charges.
3. That the RSAMB shall prepare Design/Architectural drawings either by themselves or through consultant appointed for this purpose. That RSAMB shall get conceptual drawings approved from the authority designated by First Party.
4. Release of payment:- The full payment Rs. 96.71 Lacs advance shall be paid to RSAMB within 15 days by First Party, Principal Govt. College Rajgarh as required by Second Party RSAMB Vide Letter No. 410 dated 10.08.2020.

MOU Govt. College Rajgarh on dated 24/08/2020


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A. O. Sharma

5. That RSAMB shall commence the work and complete it within a period of 08 months for construction which excludes 02 months of tender processing time from the date of Financial Sanction (Amount received from first party).
6. Any statutory requirements of local bodies will be obtained by RSAMB on behalf of First Party and expenditure of the same shall be charged to work/ reimbursed by the client.
7. That the time is the main essence of the contract and both parties would timely discharge their respective duties committed in MOU so as to maintain spirit and character of the contract.
8. That RSAMB shall prepare detailed estimate and sanction it technically and send a copy thereof to First Party for information. The estimate to be prepared in consultation with First Party.
9. That in case the work is rescinded by the First Party, for any reason attributable to them, they shall be liable for immediately releasing actual expenditure incurred for the work executed as per contract plus agency charges and W.C. & Contingency and actual charges of NIT.
10. That RSAMB, on physical completion of the actual work, shall notify First Party about the said completion along with details of inventory and completion reports. First Party shall take over the building provided that the work has been completed satisfactory & confirms to quality within 15 days, beyond the period, the charges of watch & ward shall be borne by first party.
11. That RSAMB will issue a completion certificate on satisfactory completion of the work.
12. That work shall be carried out as per PWD specifications and IS codes.
13. That, RSAMB shall be liable for getting the work executed as per approved drawings and specifications for which written communications have been furnished by First Party and accepted by RSAMB. In case any alteration is suggested by First Party resulting into its dismantling, the expenditure so incurred shall be included in the actual cost and First Party shall revise their sanction to that extend.
14. That, the RSAMB shall be fully responsible for quality of the work and in order to ensure it, the RSAMB shall be fully responsible to carry out all necessary quality tests whose records shall also be maintained by them and all such record will be open for inspection by the authorized representative of the First Party.
15. That the First Party will conduct a Third Party inspection if required and all necessary information regarding works to be provided by RSAMB to the inspection team. The Second party will be fully responsible to remove the defects found during the course of inspection

MOU Govt. College Rajgarh on dated 24.08.2020

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[Signature]
Coordinator
IQ AC-CELL

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Govt. G. College
Rajgarh (Alwar) Raj.

GOVT. College Rajgarh (Alwar) Raj.

16. That, RSAMB shall be liable for removing all defects if observed within defect liability period of Three year from the date of completion of building at their cost
17. That no GST/IT/royalty/ etc at source will be deducted from the running bills of RSAMB by First Party. RSAMB shall be fully liable for deposition of such taxes to the concerned departments to face the consequences due to any delay.
18. That RSAMB & their Contractor shall fully abide by the existing labour laws, industrial laws, mining laws, forest laws, pollution laws, P.F. Laws etc. applicable for any construction and shall enforce the same during the entire period of its constructions.
19. That the jurisdiction of the Courts for seeking any legal action by any party to this MOU shall be the place where this MOU is signed i.e. District Alwar.
20. That above offer by First Party has been fully and in principle accepted by the construction agency RSAMB which shall form backbone of the working relations between both parties in total performance of this contract in completion of this work.
21. That, force majeure clause shall be applicable, where no party shall be liable as per this MOU to other for any loss or damages occasioned by or arising out of act of GOD, or inevitable events such as flood, volcanic eruptions, earth quakes, or there convulsion of nature and other act beyond the control of both parties.
22. Time extension cases of contractors and any delay in execution or termination of contracted work will be governed by PWF & AR and any recovery from the contractor will be credited to the work. Any delay in execution on the part of the contractor would be the sole responsibility of the second party. The second party would require to find the alternative to get the work completed by other agency after inviting tender. The cost escalation would be borne by the second party which shall be accrued from the first contractor as per clause 2&3C. In such condition the first party would not release the next installment of the related work till the work is completed.
23. The Land to be provided by Principal Govt. College Rajgarh as per norms & title should be cleared without any land dispute.
24. In case of dispute/ insufficiency of allotted land for Construction of 04 Nos Class Room With Verandah & Toilet Block at Govt. College Rajgarh Distt Alwar as per guideline resulting in change of land the first party will incur the additional cost. As a matter of fact RSAMB will not be liable and extra fund to be provided by First Party to RSAMB for completion of project in lieu of change of site.
25. Any other extra or excess works except sanctioned estimate required as per norms or any reasons, extra fund should be provided to RSAMB.

MOU Govt. College Rajgarh on dated 24.08.2020


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GOVT. College, Rajgarh (Alwar) Raj.

26. All Statutory Central State Govt. Tax/Duty/levies as applicable shall be part of actual Cost.
27. After completion of work First Party inspection will be carried out to access the quality of work as a prerequisite for handing-over and payment of Final Bill
28. That the second party will fully comply with Labour Planning and welfare guidelines and the Builder/Contractor with reference to (Regulation of employee and condition of service) Act 1996 will register the labour and in accordance of the Act will provide all benefits and facilities.
29. If any underground and overhead utilities a such as shifting of electrical lines, water supply line, underground electrical and communication cable etc required then additional expenditure incurred will be borne by the First Party
30. In witness where of the parties have signed the memorandum of understanding on the Day, month and the year as mentioned above.

S.No.	Name of work
1.	Construction of 04 Nos Class Room With Verandah & Toilet Block at Govt. College Rajgarh Distt Alwar.


For First Party



 प्राचार्य 31/08/2020
 राजकीय महाविद्यालय
 Govt. College Rajgarh
 राजमठ (अलवर) राज.

1. Witness


 सह/सहायक प्राचार्य
 राजकीय महाविद्यालय
 राजमठ (अलवर) राज.


2. Witness


 (P.M. Meena)
 सहायक प्राचार्य
 राजकीय महाविद्यालय
 राजमठ (अलवर) राज.



 नोंडल अधिकारी
 सरमा
 राजकीय महाविद्यालय
 राजमठ (अलवर)


 Principal
 Govt. College
 Rajgarh (Alwar) Raj.


For Second Party


 Executive Engineer
 RSAMB
 राजमठ (अलवर) राज.

1. Witness


 नारायण सिंह वाद
 राजकीय महाविद्यालय
 राजमठ (अलवर) राज.

2. Witness


 Anurag Kumar
 राजकीय महाविद्यालय
 राजमठ (अलवर) राज.


 Coordinator
 IQ AC-CEI
 Govt. College, Rajgarh (Alwar) Raj.