



महाराष्ट्र MAHARASHTRA

2023

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प्रधान मुद्रांक कार्यालय, मुंबई  
पे. नं. वि. क्र. ८०००००९  
30 JUN 2023  
सक्षम अधिकारी

श्री. जे. पी. वाईकर

This Stamp Paper forms an integral part of the Memorandum of Understanding by and between Dolphin (PG) Institute of Biomedical & Natural Sciences and Aditya Bista Education Trust dated 24 July 2023.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made at Mumbai is entered on 24 day of July, 2023

### BY AND BETWEEN

Dolphin (PG) Institute of Biomedical & Natural Sciences, a PG College registered under the Dolfin Educational Society of India having its registered office at J - 3/316, D.D. A Flats Kalkaji, New Delhi - 110019 represented herein by Principal of the Institution (hereinafter referred to as "**Party**") 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**

**Dolphin (PG) Institute of Biomedical & Natural Sciences** and **MPower** are hereinafter referred to as Party and collectively referred to as Parties

### WHEREAS

- A. Dolphin (PG) Institute of Biomedical & Natural Sciences is a PG College
- 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 affiliated 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. Dolphin (PG) Institute of Biomedical & Natural Sciences 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 Dolphin (PG) Institute of Biomedical & Natural Sciences 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 Dolphin (PG) Institute of Biomedical & Natural Sciences 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 Dolphin (PG) Institute of Biomedical & Natural Sciences**

- 3.1. Dolphin (PG) Institute of Biomedical & Natural Sciences 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. Dolphin (PG) Institute of Biomedical & Natural Sciences 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. Dolphin (PG) Institute of Biomedical & Natural Sciences 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. Dolphin (PG) Institute of Biomedical & Natural Sciences 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**

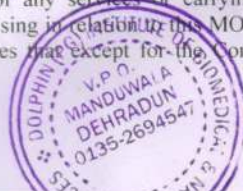
This MOU shall be effective from 24<sup>th</sup> July 2023 and shall be valid for a period of one year till 23<sup>rd</sup> July 2024 unless terminated as per the provisions herein contained. This MOU can be terminated by either party by giving 30 days' notice to the other party.

**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) Dolphin (PG) Institute of Biomedical & Natural Sciences 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 Dolphin (PG) Institute of Biomedical & Natural Sciences shall duly facilitate to obtain such consent from the students

**7. Limitation of Liability**

Dolphin (PG) Institute of Biomedical & Natural Sciences acknowledges and agrees that MPower is carrying out its obligations under this MOU without any consideration of any kind or nature. Dolphin (PG) Institute of Biomedical & Natural Sciences 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 Dolphin (PG) Institute of Biomedical & Natural Sciences 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. Dolphin (PG) Institute of Biomedical & Natural Sciences 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 Dolphin (PG) Institute of Biomedical & Natural Sciences or any third party. Dolphin (PG) Institute of Biomedical & Natural Sciences 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 or for any breach of any terms and conditions of this MOU or for any reasons on part of Dolphin (PG) Institute of Biomedical & Natural Sciences other than arising due to wilful misconduct, gross negligence & breach of terms and conditions solely on part of MPower and its Psychologist.

#### 8. Intellectual Property Rights

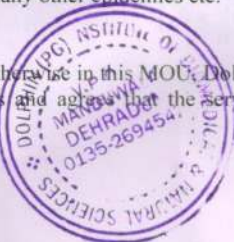
- 8.1. Nothing in this MOU shall be deemed to give any right or license to one party to use other party's name or logo or any other intellectual property rights in any manner whatsoever, except as authorized under this MOU or with the specific written approval of the other party. MPower shall be eligible 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 Dolphin (PG) Institute of Biomedical & Natural Sciences and information or achievements pertaining to Mental Health Club.
- 8.2. MPower shall provide creatives to Dolphin (PG) Institute of Biomedical & Natural Sciences 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. Dolphin (PG) Institute of Biomedical & Natural Sciences 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 Dolphin (PG) Institute of Biomedical & Natural Sciences ("Dolphin (PG) Institute of Biomedical & Natural Sciences Intellectual Property") shall remain the intellectual property of Dolphin (PG) Institute of Biomedical & Natural Sciences and accordingly for such use, MPower shall not be held liable for any infringement claims related to such intellectual property. Dolphin (PG) Institute of Biomedical & Natural Sciences hereby agrees to indemnify MPower against any and all claims (including third party claims) arising with respect to Dolphin (PG) Institute of Biomedical & Natural Sciences 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 Dolphin (PG) Institute of Biomedical & Natural Sciences 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. Dolphin (PG) Institute of Biomedical & Natural Sciences 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, Dolphin (PG) Institute of Biomedical & Natural Sciences acknowledges and agrees that the service provided by MPower are non-



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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 Dolphin (PG) Institute of Biomedical & Natural Sciences 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:**

ABET 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 DIBNS**

Dolphin (PG) Institute of Biomedical & Natural Sciences

Name: Dr. Shalika Pant  
Designation: Principal, DIBNS

Witnesses: