

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") executed on 9th July 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

ASM Group of Institutes, a college, having its principal office at MIDC, Block 'C', Chinchwad, Pune-411019 through its Management Trustee Dr. Asha Pachpande (hereinafter referred to as "**College**", 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. RG India 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, RG India 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. University is desirous of using the aforesaid solution/program of RG College Wellbeing on its campus and for that purpose, RG India and the College are desirous of entering into this MoU and be bound by 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 College for Academic Year July 2019 to June 2020 effective from the date of signing this MoU

1. P. J. [Signature]
2. [Signature]
Secretary & Managing Trustee
Audyogik Shikshan Mandal
M.I.D.C., Block 'C', Chinchwad, Pune - 19,

		("Term").
2.	Responsibility of RG India	RG India shall be responsible for the following, during the Term hereof: <ol style="list-style-type: none"> 1. Launch and execute Program for all enrolled students on the campus; 2. Knowledge sharing with the student welfare department; 3. Provide the RG College Wellbeing solution training to students; 4. Mobile app-based project implementation & monitoring; 5. Health coach support; 6. Student summary report
3.	Responsibility of College	College shall be responsible for the following during the Term hereof: <ol style="list-style-type: none"> 1. Appoint a single point of contact and ensure compliance of the program schedule. 2. Collaboration with the single point of contact for the group, for conducting online & offline activities related to the Program for students; 3. Ensure selected students' participation as mental health ambassadors (peer mentors); 4. Provide information as requested from time to time of all students for RG India applications. 5. Grant permission to conduct mental wellbeing-related campaigns & workshops on campus; 6. Provide logistical support such as classrooms and audio-video facilities for the workshop and campaigns; and
4.	Consideration	In exchange for the expertise and experience that RG India, through RG College Wellbeing brings to the College; the College has agreed to provide the infrastructure and access to students for the Program, and pay to RG India a total sum of Rs.1,50,000 (Rupees One lakh fifty thousand only) payable as follows: <ol style="list-style-type: none"> 1. A sum of INR 88,500/- (Rupees Eighty eight thousand five hundred only) including GST @18 %, payable as on the date of signing of this MoU. 2. A sum of INR 88,500/- (Rupees Eighty eight thousand five hundred only) including GST @18 %, payable by the 15th October 2019.
5.	Intellectual Property	It is hereby agreed that 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 RG India and it's affiliates, as applicable. The College acknowledges that it shall have no right, title or interest,

1. P.S. 2.


Secretary & Managing Trustee
Audyogik, Smiksnan Mandal
M.I.D.C., Block 'C', Chinchwad, Pune-19,

		<p>express or implied, in the Program provided to RG India, as well as the RG College Wellbeing Platform, either wholly or in parts.</p> <p>For the purpose of this MoU, "Intellectual Property" 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 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.</p>
6.	Use of Logo	The College grants to RG India permission to use any name or logo of the College in marketing, sales, financial, and public relations materials and other communications solely to identify College as an RG India customer.
7.	Use of data	<p>RG India hereby agrees that it will not use information collected from the students at the College during the Term, for the following purposes:</p> <ol style="list-style-type: none"> 1. For any promotional activities, for any services or products of RG India; and 2. To commercially exploit the data so collected from the College, either by sale of the data or in any other manner as it deems fit.
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.	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 Punjab.
10.	Confidentiality	The Parties hereby agree to not disclose the content of this MoU to any third party. Rights to the Confidentiality is a right "in rem" against all recipients of any such Confidential Information or other information, whether intended or not.
11.	Assignment	The College 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 RG India.
12.	Anti-Bribery	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

1.  2.


Secretary & Managing Trustee
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	facilitation payment; and/or (ii) violate any of the Anti-Bribery, Anti-Corruption and/or Money-Laundering Laws or any other applicable law.
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For and on behalf of:

ASM GROUP OF INSTITUTES

ROUNDGLASS WELLBEING PVT. LTD.



(signature)

Authorized Signatory: Dr. Asha Pachpande

**Secretary & Managing Trustee
Audyogik Shikshan Mandal
M.I.D.C., Block 'C', Chinchwad, Pune-19.**

(signature)

Authorized Signatory: PRAJWAL JAIN

ASHISH BANSAL



**Secretary & Managing Trustee
Audyogik Shikshan Mandal
M.I.D.C., Block 'C', Chinchwad, Pune-19.**

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



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