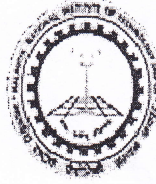


Malaviya National Institute of Technology Jaipur

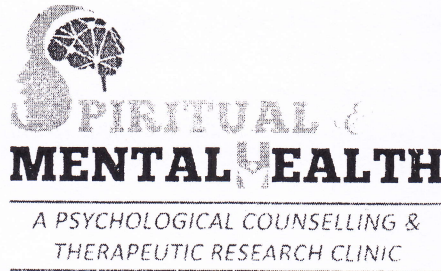


MEMORANDUM OF UNDERSTANDING

Between

Malaviya National Institute of Technology, Jaipur

AND



**SMH Center For Counseling And Psychotherapy (OPC)
Private Limited**

For

2020-2022

Jaipur
REGISTRAR
Malaviya National Institute of Technology
Jaipur-302017 (Rajasthan)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understand and Service Agreement (the "Agreement") is entered into as of 1st January 2020, effective as of 1st January 2020 (the "Effective Date") by and between SMH Centre for Counselling and Psychotherapy (OPC) Private Limited, Jaipur, Rajasthan (the "Service Provider"), and Malaviya National Institute of Technology, JLN Marg, Jaipur (the "Client" and together with the Service Provider, the "Parties").

RECITALS

WHEREAS, the Client, is national institute of technology; and

WHEREAS, the Service Provider is engaged in the business of providing professional psychological counselling; and

WHEREAS, the Client wishes to engage the Service Provider as contractor for conducting Psychological counselling session for the students and staff members of the institute.(the "Work") on the terms and conditions set forth below; and

WHEREAS, the Service Provider wishes to engage in "Work" and agrees to do so under the terms and conditions of this Agreement; and

WHEREASeach Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

11. DEFINITIONS: The following capitalized terms, when used in this Agreement, shall have the meanings ascribed to them in this Section 1:

1.1."Work" shall mean the services to be rendered by Service Provider pursuant to this Agreement in accordance with the standard practices of psychological counselling to be provided by Service Provider pursuant hereto.

1.2."Standard Practices of Psychological Counselling" shall mean the general practices of psychological sciences methods and processes defined in standard researches done and documented in books on international and national publications for the "Work" as directed by Client, together with any additional specifications or modifications requested by Client.

12. PURPOSE.

The Client hereby appoints and engages the Service Provider, and the Service Provider hereby accepts this appointment in accordance with the "Work" definition agreed by Client. The timeframe and cost to "Work" is as mentioned in Exhibit A. The parties shall work together in a joint effort to accomplish the tasks and objectives set forth. Service Provider shall be responsible for delivering and performing only those professional services specifically identified and done in the "Work". Any modifications to the "Work" Specifications shall be pursuant to the Change Order.

13. TERM

This Agreement shall be effective as of the Effective Date and shall continue in effect until complete payment of the Price or until earlier terminated as provided in this Agreement or until the contracted services as outlined in Exhibit A have been completed.



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Malaviya National Institute of Technology
Jaipur-302017 (Rajasthan)

14. ASSIGNMENT OF PROJECT:

Service Provider reserves the right, and Client hereby agrees, to assign subcontractors to this service project to insure that the terms of this agreement are met.

15. FEES, EXPENSES, AND PAYMENT.

5.1. **EXPENSES:** Client shall reimburse Service Provider for reasonable out-of-pocket travel expenses (collectively, "Expenses") rendering Service Provider professional services. Service Provider shall obtain Client's prior written authorization before incurring any individual expense. All Expenses not paid directly by Client shall be paid within Seven (7) days of receipt of Service Provider's invoice. All Expense reimbursements shall be made at Service Provider direct out-of-pocket costs, without any markup for overhead, administrative costs, or otherwise.

5.2. **FEES:** Client agrees to pay Service Provider on monthly basis as set forth in accordance with Exhibit A hereto.

5.3. **TAXES:** Client shall pay, reimburse, and/or hold Service Provider harmless for all sales, use, transfer, privilege, tariffs, excise, and all other taxes and all duties, whether international, national, state, or local, however designated except income taxes, which are levied or imposed by reason of the performance of the professional services under this Agreement or by use of the "Work", except income taxes.

5.4. **OTHER FEES:** Unless otherwise provided in this Agreement or in a Change Order, payment for all other services rendered by Service Provider shall be contracted under a separate agreement between Service Provider and Client.

5.5. **FORM OF PAYMENT:** All payments made to Service Provider under this Agreement shall be in Indian currency in the form of company check, cashier's check, or electronic wire transfer.

5.6. **PAYMENT OF INVOICES:** All invoices shall be paid by Client within Seven (7) days of receipt. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Service Provider may suspend all services on seven (7) days written notice until the amounts outstanding are paid in full.

6. RESPONSIBILITIES.

A. **Of the Service Provider.** The Service Provider agrees to do each of the following:

1. Engage in the "Work" as explained in this agreement as per Exhibit A to this Agreement, and extend its best efforts to ensure that it meets the "Standard Practices of Psychological Counselling."
2. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner and to the timeframe specified in Exhibit A.
3. Perform the Services in a workmanlike manner and with professional diligence and skill, as a fully-trained, skilled, competent, and experienced personnel.
4. Do not take any responsibility of any loss to the client or client's students or client's staff due to services rendered by Service Provider or due to un-foreseen-able circumstances and delay in delivery due to natural unavoidable calamities or other reasons.

B. **Of the Client.** The Client agrees to do each of the following:



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 Jaipur-302017 (Rajasthan)

- 9
1. Engage the Service Provider to render service to "Work" as per specifications mentioned in Exhibit A to this Agreement.
 2. Provide all assistance, cooperation and timely payments to the Service Provider without fail in order to delivery services timely and efficiently.

7. CHANGE REQUEST ORDER (CR)

In the event Client desires to make any modifications to the "Work" Client must provide a detailed change request order in writing. This may be provided in the form of email, certified letter, or via technologies and/or tools provided by Service Provider. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

8. LIMITATION OF LIABILITY:

Under no circumstances shall Service Provider, its contracted providers, officers, agents, or anyone else involved in delivering professional services to Client be liable for any direct, indirect, incidental, special or consequential damages that result from the services rendered in form of counselling whether or not limited to acts of God, communication failure, theft, destruction. THE TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) TO THE OTHER SHALL NOT EXCEED THE MONTHLY FEES (AS DEFINED IN EXHIBIT A). THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL IN THEIR ESSENTIAL PURPOSE.

9. INDEMNIFICATION OBLIGATIONS:

9.1 CLIENT INDEMNITY: Client agrees that it shall defend, indemnify, save and hold Service Provider harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, (collectively "Liabilities") asserted against Service Provider, its contracted providers, agents, Clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless Service Provider against Liabilities arising out of any injury to any person or property caused during, before or after counselling is rendered under definition of "Work."

10. FORCE MAJEURE:

Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; vendors, or products; acts of God or of the public enemy; India or foreign governmental actions; strikes; communications, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.

11. CHOICE OF LAW; VENUE; LIMITATION OF ACTIONS:

This Agreement shall be governed and construed in accordance with the laws of the India and the State of Rajasthan out of this Agreement. No action by Service Provider or Client arising under this Agreement may be brought at any time more than Six (6) months after the facts occurred upon which the cause of action arose.

12. INDEPENDENT CONTRACTOR STATUS:



10

The relationship of Service Provider to Client will be that of an independent contractor, and neither Service Provider nor any employee of Service Provider will be deemed to be an agent or employee of Client. It is expressly understood that this undertaking is not a joint venture.

13. NOTICES:

Any written notice or demand required by this Agreement shall be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, or other guaranteed delivery to the other party at the address set forth herein. The notice shall be effective (a) as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier or other guaranteed delivery, and (b) as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail.

14. ENTIRE AGREEMENT:

This Agreement and all exhibits, schedules, and Change Order(s) set forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.

15. DISPUTES:

Client and Service Provider agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the parties fail to resolve any such disagreement within ten (10) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in India and in accordance with the Commercial Arbitration Rules of the Indian Arbitration Association body. The arbitration shall be conducted by one arbitrator, who shall be (a) selected in the sole discretion of the Indian Arbitration Association administrator and (b) a licensed attorney with at least ten (10) years experience in the practice of law and at least five (5) years experience in the negotiation of technology contracts or litigation of technology disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the state courts of India sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of India or any other applicable law. The arbitrator must issue his or her resolution of any dispute within thirty (30) days of the date the dispute is submitted for arbitration. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

16. SEVERABILITY:

In the event that a court finds any provision of this Agreement invalid and/or unenforceable, the parties agree that the remaining provisions shall remain valid and in force.

17. WAIVER:

Neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not



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Jaipur-302017 (Rajasthan)

be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

18. APPROVAL:

This Agreement shall not be binding upon Service Provider until it has been signed by an officer of Service Provider.

19. CHOICE OF LAW AND JURISDICTION:

This Agreement will be governed and interpreted by the laws of the jurisdiction of the State of India, without regard to its conflicts of law provisions. The parties hereby irrevocably and unconditionally agree to the non-exclusive jurisdiction of the courts of the jurisdiction of the State of India, and all courts competent to hear appeals there from.

20. LAWFUL PURPOSE:

Client may only use the "Work" for lawful purposes.

21. RESERVATION OF RIGHTS:

Service Provider reserves all rights not specifically granted herein.

22. REMEDIES NOT EXCLUSIVE:

The remedies available to the parties under this Agreement are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which either of the parties is entitled to seek at law, in equity or by statute.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

By: Malaviya National Institute of Technology, Jaipur

CLIENT

Name: Shri Jai Narain

Title: REGISTRAR


REGISTRAR
Malaviya National Institute of Technology
Jaipur-302017 (Rajasthan)

By: SMH Centre for Counselling and Pschotherapy (OPC) Pvt. Ltd.

SERVICE PROVIER

Name: Prakriti Jain

Title: Director



MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR

No.AES-22/1/2/2020/ 1775

Date: 06/03/2020

CIRCULAR

The Institute has signed a MOU with SMH Center for Counseling and Psychotherapy (OPC) Private Limited to engage Psychotherapist for counseling of students, faculty and staff of MNIT Jaipur on following terms and conditions:-

1. To provide guidance, psychotherapies and counseling services in order to solve psychological, social, educational, emotional, personal and behavioral problems, leads to suicide in one's life.
2. To develop life skills and try to fulfill both of these objectives through the medium of psychotherapies. Guidance, Counseling and Psychotherapies.
3. To serve as a supporting function in the educational process by directing and controlling activities to help individual develops to his fullest potential and self –understanding.
4. To provide guidance, counseling and psychotherapeutic services to deal with.
5. Emotional problems include anxiety, hypersensitivity, depression, impulsiveness, moodiness, immaturity, withdrawal, relationship problems etc.
6. Motivational problems include lack of ambition, low aspirational level, feeling of frustration, negative attitudes, lack of interests etc.
7. Moral problems which include feelings of guilt, sense of being lost, confused ideas of right and wrong, delinquencies such as lying, stealing, unruly behavior etc.
8. Lacking core sets of the life skills decision making, problem-solving critical thinking, creative thinking, self-awareness, empathy coping with stress and emotions.
9. Scholastic performance, over competition, academic stress, poor motivation, anxiety, depression.
10. Time of providing services by SMH Centre.

Monday, Tuesday – 1pm to 2 pm at Institute Dispensary.

Thursday, Friday – 6pm to 8 pm at SMH Centre.

Services will not be rendered in case of government holidays on above designated days.

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Registrar (I/C)

Copy to:-

1. All Deans/All Heads of the Departments/All Section Incharges.
2. Assistant Registrar (Accounts) with one spare copy.
3. Medical Officer Dispensary (To monitor the attendance of Psychotherapist/ counselor).
4. PS to Director /PA to Registrar.
5. All Notice Boards including boys and girls hostels.
6. Webmaster MNIT to upload the circular on MNIT Intranet.

S.Pal

Dy. Registrar (I/C) (Admn-I)