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Memorandum of Understanding (MOU)

This Memorandum of Understanding (MoU) is signed on 09th November 2022

Between

Sumandeep Vidyapeeth Deemed to be University,
Piparia, Waghodia, Vadodara, Gujarat State, India
(Hereinafter referred to as SVDU)

And

The MINDS Foundation-India

International Office: USA Office - 8730 Wilshire Blvd #350, Beverly Hills, CA 90211

National Office: 1-51/46/2C, Bank Colony, Mahalaxmi Nagar, Pangra, Nizamabad 503230,
Telangana, India

Project Office: A 202, Mayfair Meridian, Lane 3, Vasant Vihar, Off Vasna Bhayali Road,
Vadodara 391410, Gujarat

(Hereinafter referred to as MINDS)

This MoU is for establishing the collaboration between SVDU and MINDS in the area of **Health Care Education and Services, Joint Research and Innovation Projects / Studies, Joint Programs / Courses, Community / Social Service, Joint Conferences / Seminars etc.** The collaboration between both the parties herein under, is based upon the principles of mutual interest. The major thrust area will be Promotion of Mental health through education.

1. Preamble

About SVDU:

Sumandeep Vidyapeeth Deemed to be University (SVDU) is registered under Section 3 of UGC act 1956, and is conferred **Category - I** Deemed to be University status by University Grants Commission (UGC), and is accredited by National Assessment and Accreditation Council (NAAC) at **A++** Grade with CGPA of 3.61 at Four point scale in Second cycle. The Institution has below mentioned constituent Institutes, which are undertaking programs approved / recognized by respective Statutory Regulatory Authorities and Government of India:

1. Smt. B. K. Shah Medical Institute & Research Centre
2. K. M. Shah Dental College & Hospital
3. Department of Pharmacy
4. Sumandeep Nursing College
5. College of Physiotherapy
6. Department of Management
7. Department of Audiology & Speech Language Pathology
8. Sumandeep Homoeopathic Medical College and Hospital
9. Sumandeep Ayurved Medical College and Hospital
10. Department of Prosthetics and Orthotics
11. Department of Paramedical Sciences

Head of Deptt.
Community Medicine Deptt.
S.B.K.S. Medical Institute & Research Centre,
Piparia - 391760, Waghodia, Di. Vadodara.



Vice-Chancellor
Sumandeep Vidyapeeth
An Institution Deemed to be University
Vill. Piparia, Taluka: Waghodia,
Dist. Vadodara-391 760. (Gujarat)

Manoj
09/11/22
Registrar

Sumandeep Vidyapeeth Deemed to be University
At Post - Piparia, Taluka - Waghodia, District - Vadodara,
Gujarat State, INDIA, Pin code - 391760



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The Institution has numerous research thematic areas such as Oral Cancer, Oral Diseases, Diabetes, Neurological Disorders, Mental / Psychiatric Disorders, Mental Health, Immunological Disorders, Sickle Cell Anemia, Tuberculosis, Parasitic Infestation, Maternal & Child Health, General Rehabilitation, Drug Discovery, Targeted Drug Delivery etc.

The Institution has state of the art Central Research Laboratory to facilitate research in the areas of Basic Molecular, Genetics, Translational and Cell-culture, and has highly qualified and experienced researchers. The Institution has multi-speciality 1300 bedded General Hospital, which caters to the need of local population and is the major source of Clinical Research. The hospital is enriched with patients with different types of diseases and anomalies.

About MINDS Foundation:

MINDS Foundation is a non-profit organization focused on creating a world that fosters a shared approach to mental wellness—in which anyone, anywhere can access the resources they deserve. The organization is in the mental health area, since the inception - 2010. The foundation has various branches, globally. It is recognized by the World Health Organization, Vogue-India, Wall Street Journal, CNN, Huffington Post, One Young World, United Nations, Your Story, Youth-Ki-Awaaz, Hindu, Times of India, and many more.

The Foundation is successful in providing mental health education and resources to more than 300,000 individuals in over 300 communities, encompassing 70,000 school children and 10,000 teachers across 700 schools, and have trained over 275 community health workers. The foundation runs a 24x7 mental health helpline for India callers, and provides virtual counseling and therapy, by its virtual center from Mumbai, INDIA.

The MINDS Foundation India branch, has inculcated grassroots approach to eliminate stigma and provide educational, medical, and moral support for patients with mental illness in rural India. The organization conducts ongoing research and develops curriculum to expand education on mental health and is involved in enhancing the number of trained staff so as to support patients with mental illness.

Objective of MINDS:

The objectives of MINDS Foundation is to eliminate the stigma due to mental illness among community through education, training and providing access to cost effective and high quality care.

2. Scope of Collaboration:

- A. Mainly emphasizing on **Promotion of Mental health through education.**
- B. In the area of **Health Care Education and Services, Joint Research and Innovation Projects / Studies, Joint Programs / Courses, Community / Social Service, Joint Conferences / Seminars, jointly train the volunteers on Mental Health Education etc.,**

3. General Areas of Cooperation:

Purpose

Head of Deptt. Community Medicine Deptt. S.B.K.S. Medical Institute & Research Centre, Piparia - 391760. Waghodia, Di. Vadodara.

This MOU will promote the above stated goals via the following joint strategic plan



Registrar

Deemed to be University At Post - Piparia, Taluka - Waghodia, District - Vadodara, Gujarat State, INDIA, Pin code - 391760

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- A. SVDU & MINDS will provide mental health education workshops and screening for those in need of psychiatric care in rural, semi urban and urban areas of India.
- B. SVDU & MINDS will provide training of appropriate stakeholders including, but not limited to: school teachers and health workers (i.e. ASHA) etc.
- C. SVDU & MINDS will collaborate on evidence based research projects.
- D. SVDU & MINDS will jointly publish scientific articles, bulletins, journals, books, or other such literature and support the exchange of such publications between both professional Institutions, with special emphasis placed on the establishment of a direct relationship between their websites.
- E. The Department of Community Medicine and Department of Psychiatry of SBKSMIRC, SVDU along with MINDS Foundation will be directly involved in executing / implementing this MOU.
- F. Both the organization will prepare a SOP, if required for the execution of this MOU.
- G. SVDU & MINDS with a mutual consent may equally undertake expenses for execution of this MOU.

4. Intellectual Property:

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both parties to this Memorandum. Both parties shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both parties shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of both parties, such consent not to be unreasonably withheld.

5. NON-BINDING AGREEMENT

It is understood that this MOU is an expression of the current understanding of the Parties and, except for the obligations set forth in the paragraph titled "Non-Disclosure", below, is not binding upon or enforceable against either Party. This MOU is intended to facilitate the negotiation and preparation of a definitive agreement which will set forth the mutual rights and obligations of the Parties. Neither Party shall have any liability to the other should the Parties fail to consummate the transactions outlined herein or fail to enter into a definitive agreement for any reason, and each Party agrees that it will bear its own expenses in connection with the negotiation of the proposed business relationship.

DISPUTE RESOLUTION

A. Dispute Resolution

Any dispute not settled amicably relating to the interpretation or application of this MOU shall be decided through arbitration. Such arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or in the absence of agreement,

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 Community Medicine Deptt.
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with the UNCITRAL Arbitration Rules currently in force at the signing of this MOU. The Parties shall accept the arbitral award as final without right of appeal.

B. Governing Law

If any disputes arising from any of the party, it will be decided by an arbitrator who will be appointed by mutual consent from both the parties. The jurisdiction of resolving the dispute will be Vadodara / Waghodia.

MISCELLANEOUS

A. Compliance

The Parties will cooperate to ensure that in effectuating the MOU, they at all times comply with all applicable state, federal, and international laws and regulations and with their respective policies, procedures and bylaws.

B. Non-Disclosure

1. No Party shall, directly or indirectly, disclose, divulge or appropriate for its own use any confidential or proprietary information belonging to the other Party, except as may be necessary to enable such Party to carry out its responsibilities described herein or as may otherwise be required by court order, or in response to an inquiry by any government agency. If a Party is requested by court order or government agency to disclose the confidential information of the other, the Party receiving the request shall give prior written notice to the other Party sufficiently in advance to permit the other Party to seek an appropriate protective order or equivalent protection. The Parties agree to cooperate with each other in seeking that protection.
2. Each Party hereby acknowledges and agrees that any breach or threatened breach of the provisions of this Section will result in irreparable harm and injury to the non-breaching Party and that monetary damage will not provide an adequate remedy to the non-breaching Party. Accordingly, each Party hereby agrees that in the event of a breach or threatened breach of the provisions of this Section, the non-breaching party shall be entitled to:

- (i) a temporary restraining order, preliminary injunction and permanent injunction to enjoin such breach or threatened breach; and
- (ii) Recover from the breaching Party the reasonable attorneys' fees and costs incurred by the non-breaching Party in enforcing the provisions of this Section. The rights and remedies set forth herein are cumulative and shall be in addition to any other rights or remedies to which a Party may be entitled.

C. Waiver of Breach

No consent or waiver, express or implied, by any Party to or of any breach or default by the other Party in the performance of any obligation hereunder may be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. Failure on the part of any Party to complain of any act or failure to act of another Party or to declare another Party in default, irrespective of how long such failure continues, does not constitute a waiver of such non-defaulting Party of its rights hereunder. No waiver is effective unless in writing and signed by the Party purported to have granted such waiver.

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D. Amendments

No changes or additions to this MOU will be recognized unless and until made in writing and signed by both the Parties.

E. Benefit; Assignment

This MOU inures to the benefit of and is binding upon the Parties and their respective legal representatives, successors and assigns. No Party may assign this MOU without the prior written consent of the other Parties, which consent may be withheld for any reason or no reason at all.

F. No Representations or Warranties

Except as otherwise expressly set forth in this agreement, neither party makes any representations or warranties of any kind and each party hereby disclaims all representations and warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and the absence of latent or other defects, whether or not discoverable.

In no event shall either MINDS, its Trustees, Directors, Officers, Employees and Affiliates or Company, its Directors, Officers, Employees and Affiliates be liable for incidental or consequential damages of any kind, including economic damages or injury to property and lost profits, regardless of whether MINDS or SV, as applicable, shall be advised, shall have other reason to know, or in fact shall know of the possibility of the foregoing.

G. Severability

If any part of this MOU is held to be invalid, unenforceable, or illegal, such determination shall not affect any other provision of this MOU, and this MOU shall then be construed as if the impermissible provision had never been contained herein, unless such determination substantially deprives a Party of its benefits hereunder, in which case this MOU may be terminated immediately upon written notice to the other Parties.

H. Captions

The captions, section and paragraph numbers appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the provisions of this MOU.

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I. Entire MOU

This MOU supersedes all previous agreements (whether oral or written) and constitutes the entire agreement of whatsoever kind or nature existing among the Parties with respect to the subject matter herein, and no Party is entitled to benefits other than those specified herein. As among the Parties, no oral statements or prior written material not specifically incorporated into this MOU is of any force and effect.

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J. Execution

This MOU may be executed in multiple counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU. The exchange of copies of this MOU and of signature pages by facsimile or other electronic transmission shall constitute effective execution

Head of Deptt.
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At Post - Piparia, Taluka - Waghodia, District - Vadodara,
Gujarat State, INDIA, Pin code - 391760

Handwritten signature

and delivery of this MOU as to the Parties and may be used in lieu of the original MOU for all purposes.

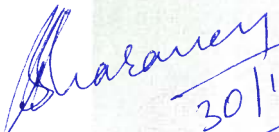
Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from SVDU and MINDS. This MOU shall become effective upon signature by the authorized officials from SVDU and MINDS, on 09th November, 2022, and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from SVDU and MINDS this MOU shall end on 08th November, 2027. This MoU will be effective for Total 05 (Five) Years.

This MoU is signed between Sumandeep Vidyapeeth Deemed to be University, Vadodara, Gujarat, represented by Registrar, and the MINDS Foundation - India, represented by the Founder, President & CEO, on dated 09th November 2022 at Vadodara.

<p>For Sumandeep Vidyapeeth Deemed to be University</p> <p>Signature:  Name: Dr. Chandramani B. More Designation: Registrar, SVDU 09/11/22 Seal:</p> <p></p> <p>Witness:</p> <p>Signature:  Name: Dr. Niraj Pandit Designation: Professor & Head Department Community Medicine, SBKSMIRC, SVDU</p> <p>Signature:  Name: Dr. Paresh Golwala Designation: Dean, SBKSMIRC, SVDU</p>	<p>For MINDS Foundation</p> <p>Signature:  Name: Dr. Raghu Kiran Appasani Designation: Founder, President & CEO The MINDS Foundation - INDIA Seal:</p> <p>Witness:</p> <p>Signature:  Name: Mr. Amul Joshi Designation: Gujarat Director The MINDS Foundation - INDIA Vadodara</p> <p>Signature:  Name: Ms. Roshni Dadlani Designation: Operation Director The MINDS Foundation - INDIA</p>
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30/11/2023

Vice-Chancellor
Sumandeep Vidyapeeth
An Institution Deemed to be University
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Dist. Vadodara-391 760. (Gujarat)

