

MEMORANDUM OF UNDERSTANDING

Between

Heartfulness Institute

And

National Institute of Electronics & Information Technology (NIELIT)

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on day of 25th month and April year 2025 at New Delhi.

BY AND BETWEEN

Heartfulness Institute, a Registered Not for Profit Organization having its registered office at D. No: 13-110, Kanha Village, Nandigama Mandal, Ranga Reddy District, Telangana, India 509328 hereinafter referred to as "Heartfulness", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **FIRST PARTY**.

AND

National Institute of Electronics & Information Technology (NIELIT), an autonomous institution under the Ministry of Electronics & Information Technology (MeitY), Government of India, having its registered office at PSP Pocket Plot No 3, Sector 8 Dwarka, Dwarka, New Delhi, Delhi 110077, hereinafter referred to as "NIELIT" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **SECOND PARTY**.

WHEREAS, Heartfulness is dedicated to promoting holistic well-being through meditation, self-development programs, and community service.



WHEREAS, NIELIT is dedicated to building capabilities in the field of Information, Electronics & Communications Technology (IECT).

AND, WHEREAS, both parties recognize the importance of sustainable development, digital empowerment, and community well-being and wish to collaborate to achieve these objectives.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE OF THE COLLABORATION:

The purpose of this MoU is to establish a framework for collaboration between Heartfulness and NIELIT to promote sustainable development, digital empowerment, and community well-being through capacity building, research, and outreach activities.

2. SCOPE OF COLLABORATION:

The collaboration between Heartfulness and NIELIT will encompass, but not be limited to the following areas:

- Joint research initiatives in areas of mutual interest.
- Development and delivery of training programs.
- Organization of workshops, seminars, and conferences.
- Implementation of pilot programs and projects.
- Establishment of Centers of Excellence.
- Community outreach and engagement activities.
- Sharing of resources and expertise.

a) Areas of Joint Research and Training

The Parties will collaborate on joint research and training programs, including but not limited to, the following areas:

- **Digital Wellness and Mental Health:** Research and training on the impact of technology on mental health and well-being, and the development of digital tools and programs for promoting wellness.



- **Sustainable Technologies:** Research and training on the development and application of sustainable technologies for environmental conservation and community development.
- **Digital Literacy and Empowerment:** Programs to enhance digital literacy and provide access to technology for underserved communities.
- **Value Education and Ethics in Technology:** Incorporating value education and ethical considerations into technology development and use.
- **Stress Management and Holistic Well-being:** Training programs on stress management techniques, including Heartfulness practices, for students, faculty, and staff.
- **Consciousness and Technology:** Exploring the intersection of consciousness, technology, and human potential.

b) Pilot Programs and Centers of Excellence

- The Parties may jointly develop and implement pilot programs to test and evaluate innovative approaches to sustainable development, digital empowerment, and community well-being.
- The Parties may collaborate on the establishment of Centers of Excellence in areas of mutual interest, to serve as hubs for research, training, and outreach activities.

3. ROLES AND RESPONSIBILITIES OF HEARTFULNESS:

- Provide expertise in Heartfulness practices, meditation, and self-development.
- Develop and deliver training programs on stress management, holistic well-being, and value education.
- Collaborate on research projects related to digital wellness, consciousness, and human potential.
- Facilitate access to its network of centers and practitioners.
- Contribute to community outreach and engagement activities.

4. ROLES AND RESPONSIBILITIES OF NIELIT:



- Provide expertise in Information, Electronics & Communications Technology (IECT).
- Develop and deliver training programs on digital literacy, sustainable technologies, and other relevant technical skills.
- Collaborate on research projects related to digital empowerment and sustainable technologies.
- Provide access to its training facilities, laboratories, and resources.
- Facilitate the participation of its faculty, staff, and students in joint activities.

5. JOINT ROLES AND RESPONSIBILITIES OF HEARTFULNESS AND NIELIT:

i. Funding/Grants:

The Parties will explore opportunities for joint funding and grants from government agencies, philanthropic organizations, and other sources to support collaborative activities under this MoU.

- Each party shall be responsible for securing funds for its participation in collaborative activities, unless otherwise agreed upon in writing.
- Specific projects may be subject to separate funding agreements.

ii. Periodic review committee:

The Parties shall establish a joint review committee, comprising representatives from both organizations, to:

- Monitor the progress of collaborative activities.
- Evaluate the effectiveness of the collaboration.
- Identify new areas of potential collaboration.
- Address any issues or concerns that may arise.
- Meet at least three times per year.

iii. Impact reporting and sustainability:

The Parties will jointly develop a framework for monitoring and evaluating the impact of their collaborative activities.



- The Parties will work together to ensure the sustainability of the collaborative initiatives, including through the development of long-term plans and the mobilization of resources.
 - The Parties will prepare periodic reports on the outcomes and impact of the collaboration, to be shared with stakeholders.
- 6. IMPLEMENTATION PROCESS:** NIELIT and HEARTFULNESS will identify their respective nodal officers to define framework, including feedback process and coordinate this initiative. Both the Parties may also form a sub-committee to deliberate upon the implementation methodology and to guide and monitor the progress of implementation of the MoU.
- 7. ADDENDUM FOR OTHER PROJECTS:** If the Parties envisage any project requiring payment of fees, then both Parties will sign separate addendums on project-to-project basis.
- 8. TERM OF THE MoU:** The MoU shall be effective from the date of execution and shall remain in-force for a period of FIVE (5) years unless terminated earlier in accordance with this MoU or completion of the obligations mentioned under this MoU.
- 9. EXTENSION OF THE MoU:** Based on mutual discussions about the work completed during the term of this MoU, any additional opportunities can be included and the extension will be finalized after signing a separate addendum for such additional activities within the broader scope of this MoU.
- 10. DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
- 11. OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and HEARTFULNESS logos, in relation to a project-on-project site, its resource materials, annual report(s), newsletters, certificates and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not violated. Both the Parties shall exercise reasonable skill, care and diligence in the performance of their respective obligations under this MoU. NIELIT and HEARTFULNESS



shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.

12. TERMINATION: Each Party has the right to terminate this MoU by giving 90 days advance notice to the other Party or on a mutually agreeable basis. Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this MoU will not compromise or discriminate against any of the activities undertaken.

13. OTHER TERMS & CONDITIONS:

Amendment: The MoU shall be amended only by written mutual consent of both the Parties to the MoU.

No Relationship: Nothing in this MoU shall constitute or be deemed to constitute a partnership between the Parties, nor render one the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority, to assume, create or have the power to bind the other Party to contract or create any liability or obligation, expressed or implied, against, in the name of, or on behalf of another Party.

Force Majeure: A Party shall be excused from performing its obligations under this MoU to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of God, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MoU with immediate effect, subject to fulfilling its outstanding obligations to ensure that the candidates undergoing such training programs are not impacted by termination of this MoU.

Notices: All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) or other electronic transmission service such as E-Mail, provided a confirmation copy is also sent no later than the next business day as in (i), or confirmation of receipt is received, or (ii) the date of receipt by any other means of delivery.



The address for service of notice to the respective Parties is as given below:

NIELIT

NIELIT Bhawan,
Plot No. 3, PSP Pocket, Sector-8,
Dwarka, NewDelhi-110077

HEARTFULNESS

D. No: 13-110, Kanha Village,
Nandigama Mandal, Ranga Reddy District,
Telangana, India 509328

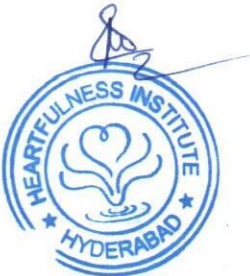
Either Party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The Parties may also later decide upon sharing each other's email ID for such notices etc.

14. CONFIDENTIALITY:

The Parties shall keep all data or information disclosed by each other in connection with this MoU, confidential, use it only for the purpose of this project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each party must intimate the other party of such disclosure at least Three (3) days before submitting the information to the statutory bodies.

The Parties shall not during or after one year of the termination of the MoU disclose to any third party any confidential information arising from the MoU (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other Party.

For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative, personal identification information, business or technical matters of both Parties.



15. INTELLECTUAL PROPERTY RIGHTS (IPR):

15.1 Research results and study materials (e.g., reports, articles, or publications) may be exchanged freely, subject to mutually agreed IPR terms.

15.2 Intellectual Property (IP) solely created by either Party during this MoU shall remain the property of that Party.

15.3 Jointly developed IP shall be co-owned and used based on terms mutually agreed in good faith.

Both Parties shall acknowledge each other appropriately in any publication or presentation arising from joint efforts under this MoU, unless otherwise agreed in writing.

16. GOVERNING LAW AND DISPUTE RESOLUTION:

16.1 The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between NIELIT and HEARTFULNESS in connection with this MoU shall be referred to the designated officials of NIELIT and HEARTFULNESS for mutual discussions and negotiations.

16.2 If no settlement can be reached through mutual discussions and negotiations within 15 days or if both the Parties fail to agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either Party from the other Party, then either Party can approach the court, by way of filing a petition under Section 11 of the Arbitration and Conciliation Act, 1996 and seek the appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- i. The arbitration proceedings shall be conducted in English;
- ii. The place of arbitration shall be at Delhi;
- iii. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;



- iv. The costs of arbitration shall be borne as determined in the arbitration award;
v. The decision of the arbitrator(s) shall be final and binding on the Parties.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as on the date first written above.


FOR HEARTFULNESS

Name: DR. NARSI REDDY .M
Designation: Director Heartfulness

Stamp:



Witness:

1. 
Banda Sudhakar,

FOR NIELIT

Name: DR. S. K. DHURANDHEER
Designation: EXECUTIVE DIRECTOR

Stamp:

निर्देशक/Registralar
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं)
National Institute of Electronics and Information Technology (NIELIT)
नई दिल्ली ब्लॉक, प्लॉट नंबर 3, पीएसपी पॉकेट, सेक्टर-8, द्वारका, नई दिल्ली-110077
NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077

Witness:

- 1.