



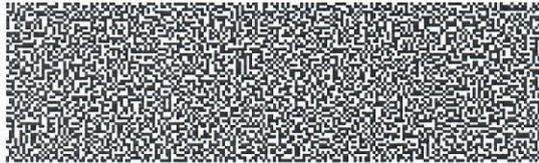
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Purchased by : YOURDOST HEALTH SOLUTIONS PRIVATE LIMITED
Description of Document : Article 37 Note or Memorandum
Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
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First Party : YOURDOST HEALTH SOLUTIONS PRIVATE LIMITED
Second Party : IISER KOLKATA
Stamp Duty Paid By : YOURDOST HEALTH SOLUTIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this day the 3rd March 2022 between **YourDOST Health Solutions Pvt Ltd** and **Indian Institute of Science Education and Research, Kolkata.**



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

YourDOST is located at Bangalore which is represented by Richa Singh and registered under the Indian Companies Act 2013 (CIN:U85100MP2015PTC034410). YourDOST is a counseling and emotional support, technology platform, designed to foster mental health. It anonymously connects individuals with the right experts, consisting of psychologists, psychotherapists, counselors, life coaches and career coaches who understand and can guide individuals through completely confidential one on one session.

Through personalized and professional guidance, Experts at YourDOST help individuals develop:

- a. Healthy personal relationships
- b. A productive and satisfying work-life balance
- c. A more focused approach towards achieving goals
- d. A more confident self
- e. The ability to deal with stress, anxiety, depression and pressures of all kinds and from many sources such as - personal, societal, peer, etc.

The key aspect of YourDOST is that people are kept completely anonymous throughout the platform. With the use of technology, YourDOST wants to make expert help widely and instantly available to everyone looking for emotional and mental wellbeing.

YourDOST is not a medical service or suicide prevention helpline. More details about YourDOST are available at www.YourDOST.com. YourDOST, herein afterwards, shall be referred to as **"The Service Provider"** and shall mean to include, authorized representatives, program managers of YourDOST, psychologists, psychotherapists, counselors, life coaches, career guides representing YourDOST, and such others, who are directly involved in the framework of this Memorandum of Engagement.

2. **IISER Kolkata** is an educational institution of prime importance situated in Kolkata, West Bengal. More details about IISER Kolkata are available <http://www.iiserkol.ac.in/>. IISER Kolkata, herein afterwards, shall be referred to as **"The Client"** and shall mean to include authorized representatives, designated staff, officers, members and such others who are directly involved in the framework of this Memorandum of Engagement. Students/Faculty/Staff of IISER Kolkata herein afterwards, shall be referred to as **"IISER Kolkata Users"**.
3. The Client and The Service Provider are termed as the party and collectively called the parties under the framework of this engagement.



4. **IISER Kolkata** has students, faculty and staff members from different regions, cultures, socioeconomic backgrounds, age groups, religions, interests, etc., from India and abroad. The client is now seeking to manage the well-being of their campus community and believes a web platform like **YourDOST** could possibly help in this direction.
5. The Service Provider having the requisite experience, is capable of providing counseling through web & mobile platform.
6. Therefore, The Client in furtherance of their objectives wishes to avail and engage the services offered by The Service Provider. In return, The Service Provider agrees to render their services and the client accepts the same, as per the terms, given below in this Memorandum of Engagement.
7. The effective date of commencement under this MOU shall be 3rd March 2022
8. The Client agrees to the following:
 - a) To provide a slot (Time Period – 30 minutes) to spread awareness about YourDOST to the students
 - b) To provide assistance in terms of mailers/newsletters, to be sent to the campus community twice in a month or at a predetermined frequency for increasing the usage if necessary.
 - c) To provide support of Clients' network administrator to enable user tagging based on IISER Kolkata IP address.
 - d) To provide necessary facilities to conduct workshop/webinar with student
9. The Service Provider agrees to the following benefits to IISER Kolkata as part of the work order :
 - a) Access to 24 x 7 x 365 unlimited text counseling through pre-vetted experts (psychologists, counselors, career coaches, life coaches) for instant help
 - b) Unlimited **Audio/Video** Sessions available for users who would like to avail **escalated support**
 - c) Access to 2000+ articles dealing with relevant issues
 - d) Tele-counseling service (24*7). This shall be on the portal and not a dedicated helpline number. If a dedicated helpline number would be required, it would be charged separately as per financial bid submitted during tender
 - e) Service provider will take the necessary steps like (through webinars and other communications) to engage the students on their platform without any charges.
 - f) Access to private forum of IISER Kolkata for students/staff/faculty members to



help each other.

- g) Awareness through webinars to be conducted, at least three (3) workshop/webinars to challenge negative connotations, Three (3) workshops in 12 months would be complimentary as part of the offering. Others can be offered on demand and will be charged separately.
- h) Monthly aggregate reports for administration on anonymized data to resolve the attic issue.
- i) Awareness webinars and other communication interventions to promote engagement of students on the platform.
- j) An orientation session for students on campus/online would be complementary. This could be done in accordance to the new batch orientation or in a separate group.
- k) Awareness workshops/webinars to challenge negative connotations. 3 workshops in 12 months would be complimentary as part of the offering. Others can be offered on demand and will be charged separately. (already mentioned in point no. G)
- l) To provide support of Clients' network administrator to enable user tagging based on IISER Kolkata IP address.
- m) All information, data and statistics will be considered propriety of IISER Kolkata and cannot be used anywhere including research and study.
- n) Aggregate monthly reports for Administration - on anonymized data to resolve thematic issues
- o) If any additional services are required in addition to the above-mentioned services, the service provider has to provide services on time and payment will be made against raising a seperate Bill for the same as per financial bid submitted during tender. The additional services may be required are mentioned below:
 - i) Barefoot Counseling
 - ii) Face to face counseling (offline and online) inside campus.
 - iii) Any additional workshop in a year on campus.

10. Commercials:

- A. The Client agrees to pay an amount of INR 60,000/- plus taxes every month. This amount shall be paid by the end of every month i.e. (payment will be released only after the services have been rendered).



- B. No refunds or concessions or adjustments will be provided by the Service Provider, in the unlikely event of cancellation of the agreement.
 - C. The Client agrees to provide travel, boarding and lodging or reimburse expenses on actuals, for all visits/all purposes that are made during the period of this understanding (The airtickets shall be purchased from any one of the three authorized vendor:
 - 1.M/S Balmer Lawrie and Company Ltd. (BLCL)
 - 2.M/S Ashok Travels and Tours
 - 3. Indian Railways Catering and Tourism Corporation Ltd. (IRCTC)The travel agents are expected to provide the best available fare on the date of booking.
 - D. All reimbursements shall be pre-approved by the Client.
 - E. All reimbursement claims shall be settled by the Client within two weeks from the date of submission of claims.
 - F. All payments and reimbursements shall be done either by cheque or online wire transfer to the account of "YourDOST Health Solutions Pvt Ltd."
11. The Client and The Service Provider understand and accept the complex nature of this engagement. While both the parties shall strive and commit resources to achieve the objectives of the Client, each of the parties is aware, the following events may happen during the course of the engagement:
- a. There could be unfortunate incidents, events, happenings to any of the IISER Kolkata users, due to the direct, unexpected, unanticipated action of the IISER Kolkata users.
 - b. Due to unforeseen reasons such as, political interference, Learners not getting employment, undue influence from family of the Learners, etc., there could be disturbance and disruption to the training and counseling process.
12. In the unlikely event any of the situations outlined in SI.No 11 above, happening, The Service Provider shall not be held responsible and accountable for such situations and no damages or penalties in whatever name so called shall be levied, by the Client, under the terms of this engagement.
13. All communications under this engagement shall be binding on the parties provided they are in writing. For the purposes of this clause, email communication from the registered mail addresses of the parties shall also be binding. Communication shall mean to include hard copies of letters, agreements, reports, documents, invoices, claims, photographs, word documents, spreadsheets, PDF files, PPT's, scanned copies, email attachments or any other form the parties specifically accept as binding on each other. Wherever it is



found, feasible, relevant, possible, legally necessary, digital signatures shall also be acceptable to the parties.

14. The Client agrees to indemnify the Service Provider against any wrongful deeds, actions directly attributable to the Client and in turn the Service Provider also agrees to indemnify the Client for any wrongful deeds or actions directly attributable to the Service Provider. The parties further agree to cooperate with each other, so as to defend any third party suits, claims, injunctions, restraint orders, police complaints, court orders, summons or any other legal proceedings, brought against either of the parties
15. Any dispute between the parties shall be resolved by negotiations. In the unlikely event of failure of negotiations, such disputes shall be referred to Arbitration as per the Indian Arbitration and Conciliation Act 1996 and the rules made therein and as amended from time to time. The place of Arbitration shall be Bangalore and the language shall be English (UK). This Memorandum of Engagement is drafted as per the laws of India and the courts of Bangalore shall have jurisdiction over matters contained herein.
16. The terms of this engagement, communication between the parties in furtherance of this engagement, documents, reports, discussions, actions and outcomes relating to the subject matter of this engagement and any other information the parties specifically wish, shall be confidential at all times. This confidentiality shall subsist even after the termination of this engagement. For the purpose of this clause, the subject matter of engagement means, the person who is availing or for whom the service is provided under the terms of this engagement.
17. In the event of any information relating to this engagement or to the subject matter in question is demanded by law or during the course of a medical emergency, such passing of information by either party shall not be deemed to be a breach of confidentiality.
18. It is understood that mention of names of either of the parties in corporate communication or mentioning as partner shall not be construed as breach of confidentiality.
19. Termination of Engagement:
 - a. This engagement may be terminated by either party, without assigning any reason whatsoever, by giving a written notice of Two months.
 - b. The Service provider reserves the right to terminate this engagement without



giving any notice, when The Client has failed to settle financial dues within 30 days from the date they have become due. Furthermore The Service Provider reserves the right to charge interest at the rate of 12% per annum for all sums that are outstanding.

- c. Upon termination of this engagement, both parties within a period of 30 days, hand over all documents, reports, case discussions papers, etc., that are proprietary to either of them and there shall be no financial implications for handover of such proprietary information.
- d. This engagement is effective for a period of 12 months and can be extended further based on mutual agreement.

20. The parties hereby understand, agree and accept this Memorandum of Understanding by appending their respective signatures below.

YourDOST Health Solutions Pvt. Ltd

NAME: **RICHA SINGH**
DESIGNATION: **CEO & DIRECTOR**

DATE:
PLACE: BANGALORE

IISER Kolkata

NAME: **DIBYENDU DEBNATH**
DESIGNATION: **ASSISTANT REGISTRAR**

DATE: **4/5/2022**
PLACE: **MOHANPUR**

सहायक कुलसचिव /Assistant Registrar
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Indian Institute of Science Education and Research Kolkata
मोहनपुर-७४१२४६, Mohanpur-741246, भारत/India