

# Memorandum of Understanding

*for Integrated Personality Development Course (IPDC)*

*between*

## BAPS Swaminarayan Sanstha

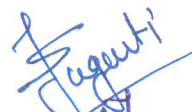
And

## Sardar Patel University Vallabh Vidyanagar, Anand, Gujarat

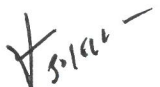
સાદર રજુ:-

જનરલ ડાયરેક્ટર:  
તા. 30/5/2022

Baps Swaminarayan Sanstha અને Sardar Patel University વચ્ચે MOU સહી કરવાનો આદેશનાર સાદર રજુ.

  
સાદર રજુ  
વલ્લભ વિદ્યાનાગર

BAPS  
30/5/22  
ડા. સુ. દિ. વા.  
વલ્લભ વિદ્યાનાગર

  
ડા. કુલસચિવ  
30/5  
ડા. કુલસચિવ

**[On Stamp Paper]**

## AGREEMENT

This Agreement ("**Agreement**") is made on the 30th day of June, 2022 ("**Agreement Date**").

### **BETWEEN**

**Bochasanwasi Shri Aksharapurushottam Swaminarayan Sanstha**, a public charitable trust registered under the Bombay Public Trusts Act, 1950 (registration number A-2500/Amdavad), having its office at Shahibaug, Ahmedabad – 380004, India, hereinafter referred to as the "**LICENSOR**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the trustees or trustee for the time being of the Owner and the survivors or survivor of them and the legal representatives of the last surviving trustee) of the **ONE PART**;

### **AND**

Sardar Patel University (SPU) is a public state university in Gujarat, India. It was founded in December 1955 by an Act of the Legislative Assembly of the then-Bombay Province and was UGC recognized under 2(f) of the UGC Act in October 1968.

University hereinafter referred to as the "**LICENSEE**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Governing Body, Board of Management, Academic Council, President, Provost, Registrar, Teachers, Finance and Accounts Officers, and such other officers or members or authorities holding office or membership of the University) of the **OTHER PART**.

The Licensor and Licensee, also referred to as Trust and University respectively, are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

### **WHEREAS:**

- (A) Licensor is a public charitable trust registered under the Bombay Public Trusts Act, 1950, now Gujarat Public Trusts Act since 1960.
- (B) Licensee is a public state university in Gujarat, India. It is named after Vallabhbhai Patel, and was founded in December 1955 by an Act of the Legislative Assembly of

the then-Bombay Province and was UGC recognized under 2(f) of the UGC Act in October 1968.

- (C) Licensor is authorized to provide License and Support for the Integrated Personality Development Course ("IPDC"), designed and developed by BAPS for implementation as a part of the curriculum as approved by the concerned University, to be imparted in colleges of the concerned University. IPDC programme shall be executed through lectures, videos and other materials, details of which are set out in **Schedule-A** to this Agreement.
- (D) Licensor is entitled to the use of the IPDC programme at its absolute discretion for its distribution to other Universities, schools, colleges as it may deem appropriate, to which University shall have no objection.
- (E) Licensee is desirous of using the IPDC Course Materials to implement the IPDC as part of its curriculum for students.
- (F) Relying upon the representations, warranties and covenants of the Parties, Licensor agrees to grant Licensee the right to use the said IPDC Course material for their University on the terms and conditions as more particularly set out hereabove and hereunder:

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES) AND BASED UPON THE MUTUAL UNDERTAKINGS AND COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1. For the purpose of this Agreement the following meanings shall be ascribed to the following words save and except where otherwise expressly specified:
  - 1.1.1. "**Agreement**" shall mean this entire Agreement, as from time to time amended, supplemented or replaced or otherwise modified, and any Schedule(s), Annexure(s) and Addendum(s), forming part of this Agreement;
  - 1.1.2. "**Agreement Date**" shall mean the date specified in the title to this Agreement;
  - 1.1.3. "**Course Materials**" shall have the meaning ascribed to the term in Schedule-A of this Agreement;
  - 1.1.4. "**Dispute**" shall have the meaning ascribed to the term in Clause 13.9.1 of this Agreement;
  - 1.1.5. "**Effective Date**" shall mean **July 01, 2022**;

- 1.1.6. "Governmental Authority" shall mean any government or quasi-government authority, ministry, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation-making entity having or purporting to have jurisdiction on behalf of or representing the Government of India, or Government of any State of India, or the government of any other country or jurisdiction, or any state, municipality, district or other subdivision or instrumentality thereof;
- 1.1.7. "Indemnified Party" shall have the meaning ascribed to the term in Clause 10 of this Agreement;
- 1.1.8. "**Indemnifying Party**" shall have the meaning ascribed to the term in Clause 10 of this Agreement;
- 1.1.9. "**Intellectual Property Rights**" or "**Intellectual Property**" shall mean all right, title and interest in and to all intellectual property rights including, but not limited to, patents, trade secrets, trademarks, service marks, trade names, copyrights, copyright applications and other rights in works of authorship (including rights in computer software), rights in logos and get up, inventions, proprietary information and know-how, moral and artists' rights, mask work rights, design rights, trade or business names, domain names, know-how, trade secrets, database rights and all intangible rights and privileges of a similar nature analogous or allied to any of the above, in every case whether or not registered or unregistered and all rights or forms of protection of a similar nature in any country, which are used, developed, comprised or embodied in, or practiced in connection with any of the Course Materials and the IPDC;
- 1.1.10. Integrated Personality Development Course ("**IPDC**") shall be interpreted to mean and include Course Material as fully described in Schedule forming part of this Agreement.
- 1.1.11. "**Laws**" shall mean all applicable laws, statutes, ordinances, regulations, guidelines, policies and other pronouncements having the effect of law in India, made by any state, municipality, court, tribunal, agency, government, ministry, department, commission, arbitrator, board, bureau, or instrumentality thereof, or any other Governmental Authority, as currently interpreted and administered;
- 1.1.12. "**Losses**" shall include all direct losses, liabilities, obligations, claims, demands, fines, penalties, fees, costs, charges, expenses, damages (whether or not resulting from third party claims), interest, out-of-pocket expenses, including reasonable attorneys' and accountants' fees and dispute resolution costs (if awarded or ordered) which are actually suffered, sustained or incurred by a Person;
- 1.1.13. "**Notice**" shall mean a written communication by one Party to the other Party issued pursuant to the terms of this Agreement;



- 1.1.14. **"Panel"** shall have the meaning ascribed to the term in Clause 13.9.1 of this Agreement;
- 1.1.15. **"Party"** shall mean a Party signing this Agreement and **"Parties"** means all the parties in this Agreement collectively;
- 1.1.16. **"Person"** shall mean any individual, firm, corporation, association of persons, limited liability company, voluntary association, partnership, joint venture, trust, limited organisation, society, unincorporated organisation, Governmental Authority or other legal entity or organisation holding legal recognition;
- 1.1.17. **"Term"** shall have the meaning ascribed to the term in Clause 2 of this Agreement; and
- 1.1.18. **"Respective Institutes/Affiliated colleges"** are institutes/colleges directly affiliated with Licensee (PU) where IPDC course is being implemented by Licensor (BAPS).

## 1.2. Interpretation

Unless the context of this Agreement otherwise requires:

- 1.2.1. a person who is not a Party to this Agreement shall not receive any benefit hereunder.
- 1.2.2. words of any gender include the other gender;
- 1.2.3. the singular includes the plural (and vice versa);
- 1.2.4. the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement and not to any particular Clause of this Agreement;
- 1.2.5. whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified;
- 1.2.6. all accounting terms used herein and not expressly defined herein shall have the meanings given to them under the Indian generally accepted accounting principles;
- 1.2.7. headings and captions are used for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.8. references to Recitals, Clauses, Sub-clauses and Schedules shall be deemed to be a reference to the Recitals, Clauses, Sub-clauses and Schedules of this Agreement;
- 1.2.9. any reference to any statute or statutory provision shall include:
  - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated), and
  - (b) such statute or provision as may be amended, modified, re-enacted or consolidated;

- 1.2.10. any reference to an agreement, instrument or other document (including a reference to this Agreement) herein shall be to such agreement, instrument or other document as amended, supplemented or novated pursuant to the terms thereof;
- 1.2.11. the word "including" herein shall always mean "including, without limitation";
- 1.2.12. if an event must occur on a stipulated day which is a public holiday then the stipulated day will be taken to be the next working day. No provision of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;
- 1.2.13. any reference to any Party being obliged to "procure" or "cause" any action shall be construed as a reference to that Party being obliged to exercise all rights and powers available to it so as to procure or cause the relevant action;
- 1.2.14. the Recitals and Schedules to this Agreement form an integral part of this Agreement;
- 1.2.15. Any reference to time is a reference to Indian Standard Time; and
- 1.2.16. A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 (twenty-four) hours later, in accordance with the English calendar.

## **2. TERM**

This Agreement shall come into effect on the Effective Date and shall remain effective for a period of 3 (Three) years from the Effective Date ("**Term**"), unless terminated earlier in accordance with this Agreement.

## **3. GRANT OF LICENSE**

- 3.1. On the terms and conditions more particularly set out hereunder and subject to the Licensee's compliance with its obligations under this Agreement, the Licensor hereby grants a non-exclusive (subject to the terms contained herein), restricted, revocable, non-transferable, non-sublicensable, non-assignable license ("**License**") to the Licensee to use the Course Materials for the sole purpose of implementing the IPDC at its establishment, on payment of such amounts as may be mutually agreed in writing between the Parties.
- 3.2. For the avoidance of doubt, it is hereby expressly clarified that the Licensor shall be entitled to license the Course Materials to any other person for use.
- 3.3. Notwithstanding anything else to the contrary and subject to this Clause, it is clarified that the Licensee shall have the exclusive right to use the Course

Materials only at its establishment and affiliated colleges/institutes during the Term of this Agreement.

#### **4. FEES AND PAYMENTS**

- 4.1. The Licensor agrees not to charge any fee (or amount) towards the course development, operational cost, running cost and implementation costs of IPDC at University.
- 4.2. Each student shall be provided with the study material as printed copies at MRP of the book. Packaging and Shipping charges will be charged by courier services additionally. Any taxes as applicable shall be charged additionally. Licensee shall not have any financial obligations and procedural interventions in this matter. It is hereby clarified that the term "student" refers to those persons that take the IPDC course as hosted by the Licensee.
- 4.3. All the material necessary to deliver IPDC lecture for registered IPDC faculty/Instructor including video-content, teacher's guide, question-bank, etc. will be provided free of cost by the trust.
- 4.4. The Licensee agrees to pay the expenses for the faculty-workshops/Train the Trainer/faculties development programme for the course. Such amount shall be paid by University or affiliated institutes to Swaminarayan Vidyapith or any other entity as may be designated by Trust for this purpose.

#### **5. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP RIGHTS**

- 5.1. All Intellectual Property Rights arising and/or subsisting in or used in connection with the development of the IPDC programme, vest in and shall remain the sole property of the Trust.
- 5.2. University agrees, undertakes and covenants not to claim any right, title or interest in or over any of Trusts' exclusive rights to IPDC including Intellectual Property Rights. University acknowledges and confirms that no title, right or interest in respect of IPDC is transferred to University pursuant to this Agreement or otherwise, and that University does not and will not obtain any right, title or interest in or over the IPDC programme, pursuant to this Agreement or otherwise.
- 5.3. University further agrees, undertakes and covenants that upon the termination of this Agreement either by Law or as provided in this Agreement or mutually consented to, University shall not thereafter use the IPDC programme including Course Materials or any other word or words, names or devices or videos similar in sound, appearance or so as to be likely to cause confusion or deception or to detract from or adversely affect the right of Licensor in the Intellectual Properties or use on or in relation to any materials or products that suggests

that such material or product is manufactured and/or developed by University as its Intellectual Property Rights.

## **6. CONFIDENTIALITY**

- 6.1.** Each of the Parties shall keep and maintain in the strictest confidence and shall not disclose all or any information received from the other Party in this Agreement in respect to the subject matter of this Agreement except to their respective affiliates, employees, consultants, advisers as may be necessary in relation to this Agreement. The contents of this Agreement, all confidential information disclosed during discussions and other information which have been disclosed prior to the date of this Agreement and thereafter, shall be kept confidential. The obligation of the Parties under this Clause shall survive the termination of this Agreement.
- 6.2.** No disclosure or announcement regarding this Agreement shall be made by either of the Party, except with the prior written consent of the Party of the other Part and in which event the text of the disclosure or announcement shall be agreed mutually between the Parties.

However, nothing herein shall prevent either Party from disclosing any Confidential Information to the extent required to be disclosed by any law, judicial order or decision, request or any regulation or rule of any governmental, supervisory or regulatory authority or in connection with any legal proceedings arising out of this Agreement, provided that such Party agrees to give prompt notice (to the extent it is legally permissible and/or practicable) of such notice or requirement so as to enable the other Party to seek appropriate legal remedy.

## **7. OBLIGATIONS OF TRUST**

- 7.1.** The Course Materials will be prepared in accordance with the terms of this Agreement. The Licensor agrees to discuss with the Licensee and consider suggestions made by the Licensee and its affiliated institutes while updating the Course Materials. However, such suggestions shall not be binding on the Licensor and the Licensor shall have the sole and exclusive right to determine the content of the Course Materials. The Licensor shall also have the right to remove or exclude any content of the Course Material at its sole discretion.
- 7.2.** Licensor assures Licensee that the IPDC Programme Course Materials, including the videos, are prepared as to be eligible for its registration under the provisions of the Copyright Act, 1957 and IPR Act 2011, as amended from time to time. However, non-registration of such IPDC Programme, does not vitiate any of the terms of this Agreement to the benefit of Licensee.
- 7.3.** BAPS will provide a digital portal that will be used for the delivery of the IPDC. This digital portal will be used to present the lecture videos and other lecture

content. This will allow for automacy and fluency in the learning and teaching process. BAPS will provide these digital systems free of charge and the university will approve and will give assistance in the implementation of its use.

## **8. OBLIGATIONS OF UNIVERSITY**

- 8.1.** University shall ensure and undertakes that no part of the IPDC Programme either in whole or in part shall be used in contravention of the terms contained herein. In the event of a breach of any of the conditions of this Agreement, the Agreement shall stand terminated and cease to be operative and further Trust to prevent further detriment to itself, shall enforce upon University to forthwith suspend, remove or undo the wrong and in case of continuity and/or failure to prevent recurrence thereof by University, Trust shall be entitled to exercise all rights and remedies available under the applicable laws to protect itself.
- 8.2.** University shall ensure that IPDC as a course shall carry due credits for the students, which shall form a part of and be mentioned on their semester / annual mark-sheet.
- 8.3.** University or respective institutes/colleges shall provide all necessary details of the Colleges, students enrolled for the IPDC course, and faculties/instructors delivering IPDC course at university campuses/affiliated institutes/colleges to Trust, for every batch, in the format required by the Trust. IPDC Coordinators, faculties and students need to be registered for that at IPDC portal provided by BAPS.
- 8.4.** University shall encourage feedback for the course to be submitted by students/faculties to Trust, whether through Course Instructor/faculties or online or by any other means.
- 8.5.** Based on the number of students enrolled for the IPDC, Trust recommends to University to keep the maximum batch size (i.e.students per class) to 60 for effective delivery of content and necessary interactions with students and to appoint one person as Course faculty/instructor/lecturer for every class for conducting the IPDC, who is interested in imbibing values in students' life and proficient enough to take the IPDC. Trust also recommends appointing one or more person as IPDC Coordinator for each affiliated institute/college of University to coordinate the IPDC course. However, The number of Course Instructors/Lecturers/Coordinators and the terms of their appointment shall be the prerogative of the University/respective institutes. The trust shall have no direct or indirect role in the selection, in appointment, dismissal, and terms of appointment of such Course Instructor/Lecturer/Coordinators except of Advisory nature. University being the Employer shall have the right to remove any of the Course Instructor/Lecturer/Coordinators for any reason whatsoever. It is hereby clarified that the costs and expenses incurred for the appointment

of the Course Instructor/Lecturer/Coordinators (including expenses relating to their salary, accommodation, food, etc.) shall be borne by University.

- 8.6.** The Course Instructor/Lecturer/Coordinator shall be required to undergo training/faculty-workshops as provided by the Licensor for better conducting the IPDC and improving the performance. Such training shall be organised by the Trust, for 1 to 4 days which may be conducted either once or twice in a year.
- 8.7.** University/affiliated Institutes shall provide for all required infrastructures including necessary class-rooms and technical facilities such as projector, projector screen, printer, audio system, computer system or laptop, internet connection, etc. to the Course Instructor/Lecturer/Coordinators to enable imparting IPDC course to the students.
- 8.8.** University acknowledges that any permitted use of the IPDC programme being Intellectual Property Rights of Trust as agreed under this Agreement, shall not, at any time, confer or devolve any right, title or interest unto and in favour of University other than rights of permitted uses. Subject to the rights granted under this Agreement, University shall not use IPDC Programme and Intellectual Property Rights arising thereto in any manner without the express written permission of Trust except the right of University of permitted use of the said programme.
- 8.9.** The IPDC programme including the Course Materials made available by Trust to University shall be used by Respective Institutes solely and strictly in accordance with this Agreement and the same cannot be shared in any manner, given access to or used by any other person unless specifically permitted by Trust in writing. If any additional use of the Course Materials beyond the scope of this Agreement is required by University or affiliated institutes, the same shall be discussed and mutually agreed by the Parties in writing.
- 8.10.** University shall provide Trust with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.
- 8.11.** University and Respective Institute undertakes that Course Material and IPDC programme shall be under exclusive use and control of University officials and its affiliated colleges, it shall be responsible to Trust for any unauthorized use of IPDC programme by any other person.
- 8.12.** University covenants that the IPDC programme including Course material i.e. IPDC Workbooks designed and presented by BAPS has the approval of the University.
- 8.13.** For better implementation of the course, university/affiliated colleges will support in terms of sending necessary announcements/notices/circulars/exam-schedules or any other official documents to official correspondence of IPDC,



which could apply to IPDC faculty or students for the course, released by university or affiliated colleges.

## 9. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Party hereby represents and warrants to the other Party during the Term of this Agreement that:

- 9.1. the Party is duly registered under the applicable Laws;
- 9.2. the Party has the requisite power and authority to own and operate its properties and assets and to carry on its activities;
- 9.3. Each of the person executing this Agreement has the requisite power and authority to enter into this Agreement and to perform its obligations thereunder and bind the party it is representing for enforcement of this Agreement;
- 9.4. The execution, delivery, performance of and or compliance with this Agreement by the Party will not result in any violation or breach or be in conflict with, or constitute a default under any of the terms of this Agreement, applicable laws, or contract to which such Party is a party or by which such Party or any of its assets or properties are bound;
- 9.5. The representations, warranties, covenants, and undertakings made herein are true, complete, and accurate as of the Agreement Date and shall continue to be so at all times during the Term of this Agreement; and
- 9.6. This Agreement constitutes the legal, valid, and binding obligations of the Party, enforceable against such Party in accordance with its terms.

## 10. INDEMNITY

- 10.1. Each Party ("**Indemnifying Party**") agrees to indemnify and keep the other Party ("**Indemnified Party**") indemnified against any and all Losses suffered, incurred or sustained by the Indemnified Party due to the breach by the Indemnifying Party of its representations, warranties, obligations, undertakings, covenants, and the terms and conditions of this Agreement.
- 10.2. Except as otherwise provided in this Agreement, neither Party shall be liable to the other for any indirect, consequential, special, remote, punitive, or exemplary damages, or for damages for loss of anticipated profit, revenue, opportunity, goodwill or economic loss arising out of or in connection with this Agreement, even if the other Party has been advised of such possibility, and regardless of whether such claim is based in contract, tort, equity or otherwise. Provided, however, that the foregoing limitation of liability shall not apply to any unlawful or wilful misconduct or gross negligence by a Party.

## **11. TERMINATION**

- 11.1.** Neither Party shall be entitled to terminate this Agreement for convenience.
- 11.2.** Either Party shall be entitled to terminate this Agreement by giving written notice of termination of 90 days to each other:
- 11.2.1. If either party ceases to carry on its respective activities.; or
  - 11.2.2. if either party is dissolved or wound up compulsorily or if any order is made or an effective resolution is passed for the winding up of the parties.; or
  - 11.2.3. if either party enters into any arrangement or composition for the benefit of its creditors which affects its ability to perform its responsibility or its payment obligations under this agreement.; or
  - 11.2.4. if either party is unable to perform its obligations under this agreement.; or
  - 11.2.5. due to any legal concerns or the occurrence of any unforeseen circumstances; or
  - 11.2.6. if a petition or other form of application shall be presented or made for the appointment of an administrator or receiver over any part of the assets or undertaking of either party which affects its ability to perform its obligations under this agreement.; or
  - 11.2.7. if either party is in breach of any provisions of this agreement and has failed to cure such breach within 30 (thirty) days from the date of being notified by other party of the occurrence of such breach.
- 11.3.** For the avoidance of doubt, the Parties acknowledge and agree that this Agreement shall terminate only at the completion of the relevant academic year unless otherwise as provided in this Agreement.
- 11.4.** On the earlier of (a) the expiry of the Term, or (b) termination of this Agreement, the Parties acknowledge and agree that:
- 11.4.1. University shall be liable to pay all pending dues that are due and payable under this Agreement to Trust within 30 (thirty) days from the date of (a) such expiry of the Term, or (b) termination of this Agreement; and
  - 11.4.2. University shall cease to implement the IPDC and shall return the Course Materials and all confidential information to Trust and provide a written confirmation thereof to Trust, within 30 (thirty) days of Trust's request in writing to University in this regard.

## **12. FORCE MAJEURE**

The Parties agree that, notwithstanding anything to the contrary contained in this Agreement, neither of the Parties hereto shall be liable to the other Party for any loss, injury, delay, damages, costs and expenses or other injury suffered or incurred by such other Party due to riots, storms, fire, explosions, acts of God, war whether declared or not, Government or police action or any other cause such as, for instance, disruption in power supply (this being illustrative and not exhaustive) which is beyond the reasonable control of such Party, nor shall any failure or delay by either Party hereto in the performance of any of its obligations under this Agreement due to one or more such cases be construed as a breach of this Agreement or any provision of this Agreement, as the case may be.

## **13. MISCELLANEOUS**

### **13.1. SURVIVAL**

- 13.1.1. In the event of termination of this Agreement for any reason whatsoever, the rights and obligations of the Parties under this Agreement, which by their nature survive the termination of this Agreement (including the obligations specified in Clause titled Definitions and Interpretation, Clause titled Fees and Payment, Clause titled Intellectual Property Rights and Ownership Rights, Clause titled Confidentiality, Clause titled Indemnity, and this Clause of Survival, shall survive the termination of this Agreement; and
- 13.1.2. Termination of this Agreement for whatever reasons shall be without prejudice to the right of either Party against the other than accruing or accrued in respect of the event giving rise to such termination or any prior liability or otherwise under this Agreement.

### **13.2. WAIVER**

- 13.2.1. The failure of either Party to insist upon strict compliance or performance of any of the terms and conditions of this Agreement or in the exercise of any optional right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue to remain in full force and effect; and
- 13.2.2. No waiver, express or implied, of any term, condition or provision hereof by either Party shall be deemed or construed so as to be a waiver of any of the other terms, covenants, conditions or provisions hereof or be, deemed or construed so as to constitute, alike waiver with respect to any future requirement or performance under such terms, covenants, conditions or provisions.

### **13.3. ENTIRE AGREEMENT**

This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior oral or written understandings and agreements relating thereto except as expressly otherwise provided, and may not be altered, modified or waived in whole or in part, except in writing, signed by duly authorized representatives of the Parties.

### **13.4. SEVERABILITY**

- 13.4.1. All provisions of this Agreement shall be severable, and no such provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of the invalidity of any provision of this Agreement, it shall be interpreted and enforced as if all the provisions thereby rendered invalid were not contained herein. If any provision of this Agreement shall be susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid; and
- 13.4.2. If any provision of this Agreement shall be prohibited by or adjudicated by a court to be unlawful, void or unenforceable such provision shall to the extent required to be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other provisions or the validity or enforcement of this Agreement. The Parties shall agree to replace such severed provision by such provision which shall reflect the fundamental intention of the Parties to enter into this Agreement.

### **13.5. LEGAL RELATIONSHIP**

The relationship between the Licensor and the Licensee in relation to this Agreement shall be that of Licensor and Licensee and nothing herein contained shall be deemed to create an agency, partnership or franchise relation between the Parties hereto. Neither Party shall have any power or authority to bind the other in any arrangements, contracts or similar relationships with or to any third party.

### **13.6. ASSIGNMENT**

This Agreement shall inure to the benefit of and be binding upon the Parties and their successors-in-interest. Except as provided in this Agreement, no rights or liabilities under this Agreement shall be assigned by either party hereto without the prior written consent of the other Party.

### **13.7. AMENDMENTS**

This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties.

### **13.8. GOVERNING LAW**

This Agreement shall be governed, construed and performed in accordance with the Laws of India.

### **13.9. ARBITRATION**

- 13.9.1. In the event of a dispute or difference (“**Dispute**”) relating to any of the matters set out in this Agreement, the Parties shall discuss in good faith to resolve such Dispute. In case such Dispute is not settled within 30 (thirty) days from the meeting of the Parties, the obligations of the Parties under this Agreement (save and except the Party of the second part’s obligations specified in Clause 5 (Intellectual Property Rights and Ownership Rights) or Clause 6 (Confidentiality) shall stand suspended and such Dispute shall be referred to arbitration before a panel of 3(three) arbitrators (“**Panel**”) to be appointed by the Parties. Trust and University shall appoint 1 (one) arbitrator each to the Panel and the 2 (two) arbitrators so appointed shall together appoint a presiding arbitrator to the Panel.
- 13.9.2. The arbitration proceedings shall be carried out in accordance with the Indian Arbitration and Conciliation Act, 1996 and any rules and regulations framed thereunder, as amended from time to time. The juridical seat and venue of arbitration shall be Ahmedabad. The arbitration proceedings shall be conducted in the English language. The courts in Ahmedabad shall have exclusive jurisdiction in respect of interim or interlocutory relief in respect of the arbitration, and not independent of the arbitration, in relation to Disputes under or pursuant to this Agreement.
- 13.9.3. Subject to Clause below 13.9.5 (Presiding Officer’s Award), the Parties shall equally share the costs of the arbitrator’s fees but shall bear the costs of their own legal counsel engaged for the purposes of the arbitration.
- 13.9.4. The arbitrator(s) will not have the power to alter, amend, or add to the provisions of this Agreement.
- 13.9.5. The Presiding Officer shall make an award in writing within 90 (ninety) days of the reference of the dispute to arbitration. The award of the Presiding Officer shall be final and conclusive and binding upon the Parties and non-appealable unless permitted by Law.
- 13.9.6. The Parties further agree that the arbitrators shall also have the power to decide on the costs and reasonable expenses (including reasonable fees of its counsel) incurred in the arbitration and award interest up to the date of the payment of the award.

### **13.10. STAMP DUTY**

The stamp duty payable on this Agreement shall be borne and paid equally by both Parties.

### **13.11. NOTICE**

13.11.1. Any notice pursuant to this Agreement shall be in writing signed by (or by some Person duly authorized by) the Party giving it and may be served by leaving it, or sending it by facsimile or registered post or e-mail, addressed as follows (or to such other address as shall have been duly notified in accordance with this Clause 13.11):

**If to the Party of the first part:**

**Attention:** Ritesh Gadhia

**Address:** BAPS Shri Swaminarayan Mandir, Shahibaug, Ahmedabad

**Telephone:** 079-25625476

**E-mail:** [legal@in.baps.org](mailto:legal@in.baps.org)

**If to the Party of the second part:**

**Attention:** Incharge Registrar

**Address:** Sardar Patel University, Vallabh Vidyanagar-388120, Gujarat

**Telephone:** (02692) 22680

**E-mail:** registrar\_spu@spuvvn.edu

13.11.2. All notices given in accordance with this Clause 13.11 shall be deemed to have been served as follows:

- (a) If delivered by hand, at the time of delivery;
- (b) If delivered by registered post, on the receipt; and
- (c) If communicated by facsimile, on receipt of confirmation of successful transmission.

13.11.3. All notices communicated by e-mail shall be deemed to have been given and received to the addresses specified in the relevant clause for 'Notice' above at the time of confirmation of transmission recorded on the sender's computer.

13.11.4. A notice or other communication received on a day other than a working day, or after business hours in the place of receipt shall be deemed to be given on the next following working day in such place.



### **13.12. AUTHORISATION**

Each Party respectively represents and covenants that the persons signing this Agreement on behalf of the Parties have the authority to so sign and execute it on behalf of the Parties for whom they are signing so as to create binding obligations on the Parties.

### **13.13. COUNTERPARTS**

This Agreement shall be executed in 1 (one) counterpart, which shall be deemed to be an original, but which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first above written.

**For Bochasanwasi Shree Akshar Purushottam Swaminarayan Sanstha**

Name:

Designation:

**For University**

Name:

Designation:

## Schedule - A

### IPDC Course Introduction

#### The Integrated Personality Development Course – An Introduction

The Integrated Personality Development Course has been designed, by the BAPS Swaminarayan Sanstha, to help prepare college students in their holistic development. This course supports the requirements of the New Education Policy (NEP), to *“build character, enable learners to be ethical, rational, compassionate, and caring, while at the same time prepare them for gainful, fulfilling employment”*. Easily integrated into students’ university syllabus, IPDC effectively teaches essential values, develops inner character, strengthens morality, and nourishes constructive and creative thinking. Through this course, students can enjoy, understand, and practice priceless lessons, giving them the tools to build a brighter future.

#### Envisioned by Students, for Students

Our IPDC developers surveyed many students to understand the learning needs of students today. “Exciting”, “relatable”, “interactive”, “enjoyable”, “tangible” – this is what they wanted and so that is exactly what we are delivering.

#### Value-Based Transformation

We believe that along with academics and practical skills, a student’s holistic development should be built on a strong foundation of core character values such as positivity, resilience, humility, and responsibility. This empowers youths to successfully progress in all aspects of their lives.

#### Engaging Modern Mediums

We have replaced the traditional lecture style with a high-tech learning experience. Our expert team of producers has introduced captivating short films, interactive visuals, dramatic narratives, and ultra-high-definition (4K) shots, enabling students to effectively engage with every topic.

#### Trusted & Effective Content

What do you get when you combine decades of experience and research, along with a passion for youth development? You get IPDC! The IPDC content, design, and development was a global undertaking, bringing together a team of academics and youth development experts from around the world. The content has been curated especially for students, with the purpose of life-long retention and application.






#### IPDC Logo –



#### IPDC Tagline –

Unleashing Inner Potential.

## Introductory Resources

	IPDC Gujarati		IPDC English	
<a href="#"><u>IPDC Intro Click Here</u></a>	<a href="#"><u>Lecture Glimpse Click Here</u></a>	<a href="#"><u>IPDC Impact Click Here</u></a>	<a href="#"><u>Lecture Glimpse Click Here</u></a>	<a href="#"><u>IPDC Impact Click Here</u></a>
				

- **Type of Course :**

Value-based holistic personality development course for university students.

- **Rationale/Scope :**

IPDC aims to prepare students for the modern challenges they face in their daily lives. Promoting fortitude in the face of failures, unity amongst family discord, self-discipline amidst distractions, and many more priceless lessons. The course focuses on morality and character development at the core of student growth, to enable students to become self-aware, sincere, and successful in their many roles - as an ambitious student, reliable employee, caring family member, and considerate citizen.

- **Course Outcomes/Objectives :**

- To provide students with a holistic value-based education that will enable them to be successful in their academic, professional, and social lives.
- To give the students the tools to develop effective habits, promote personal growth, and improve their wellbeing, stability, and productivity.
- To allow students to establish a stronger connection with their family through critical thinking and devolvement of qualities such as unity, forgiveness, empathy, and effective communication.
- To provide students with soft skills that complement their hard skills, making them more marketable when entering the workforce.
- To enhance awareness of India's glory and global values, and to create considerate citizens who strive for the betterment of their family, college, workforce, and nation.
- To inspire students to strive for a higher sense of character by learning from role models who have lived principled, disciplined, and value-based lives.

- **Teaching and Examination Scheme:**

### Teaching Scheme

IPDC-1 : Lecture – 2 hrs/week                      Credits – 2  
 IPDC-2 : Lecture – 2 hrs/week                      Credits – 2

Total Credit - 4

### Examination Scheme

The assessments should include both continuous evaluation and end-of-semester examinations. The assessment scheme should include student attendance, assignments, mid-term exams, viva, workbook submission, and end-of-semester examinations.

IPDC team will provide necessary question-bank with answers from each subjects of IPDC. Marks distribution in theory and practical exams depends on respective institute/university.

- **Course-Content/IPDC Syllabus :**

(Total course should be delivered in two phase – i.e. **IPDC-1 & IPDC-2**, both phase can be distributed in two semesters. IPDC-1 and IPDC-2 both covers 15 subjects, so in total 30 subjects would be covered.)

Each lecture can be taken in a continuous two-hour session, or in two separate one-hour sessions. In addition to the core lectures, an induction and concluding lectures are recommended as shown in the below table.

Lecture No.	Lecture-Titles	Lecture Description	Hours
<b>IPDC-1 (First Phase/Semester)</b>			
Induction	The Need for Values	Students will learn about the need for values as part of their holistic development to become successful in their many roles - as ambitious students, reliable employees, caring family members, and considerate citizens.	2
1	<b>Module:</b> Remaking Yourself <b>Subject :</b> Restructuring Yourself	Students learn how self-improvement enables them to secure a bright future for themselves. They will learn 6 powerful thought-processes that can develop their intellectual, physical, emotional, and spiritual quotients.	2
2	<b>Module:</b> Remaking Yourself <b>Subject :</b> Power of Habit	Students will undergo a study of how habits work, the habits of successful professionals, and the practical techniques that can be used to develop good habits in their life.	2
3	<b>Module:</b> Learning from Legends <b>Subject :</b> Tendulkar & Tata	Students will learn from the inspirational lives of India's two legends, Sachin Tendulkar and Ratan Tata. They will implement these lessons through relatable case studies.	2
4	<b>Module:</b> From House to Home <b>Subject :</b> Listening & Understanding	Active listening is an essential part of academic progress and communications. Students will learn to listen with their eyes, ears, mind, and heart.	2

5	<b>Module:</b> Facing Failures <b>Subject :</b> Welcoming Challenges	This lecture enables students to revisit the way in which they approach challenges. Through the study of successful figures such as Disney, Lincoln and Bachchan, students will learn to face difficulties through a positive perspective.	2
6	<b>Module:</b> Facing Failures <b>Subject :</b> Significance of Failures	Failure is a student's daily source of fear, negativity, and depression. Students will be given the constructive skills to understand failure as formative learning experiences.	2
7	<b>Module:</b> My India My Pride <b>Subject :</b> Glorious Past - Part 1	India's ancient Rishis, scholars, and intellectuals have made tremendous contributions to the world, they developed an advanced, sophisticated culture and civilization which began thousands of years ago. Students will learn the importance of studying India's glorious past so that they could develop a strong passion and pride for our nation.	2
8	<b>Module:</b> My India My Pride <b>Subject :</b> Glorious Past - Part 2	Our ancient concepts can be used to seek revolutionary ideas and to generate inspiration. Students will develop a deeper interest in India's Glorious Past – by appreciating the need to read about it, research it, write about it, and share it.	2
9	<b>Module:</b> Learning from Legends <b>Subject :</b> A.P.J. Abdul Kalam	Dr Kalam's inspirational life displayed legendary qualities which apply to students (1) Dare to Dream (2) Work Hard (3) Get Good Guidance (4) Humility (5) Use Your Talents for the Benefit of Others	2
10	<b>Module:</b> Soft Skills <b>Subject :</b> Networking & Leadership	Students are taught the means of building a professional network and developing a leadership attitude.	2
11	<b>Module:</b> Soft Skills <b>Subject :</b> Project Management	Students will learn the secrets of project management through the Akshardham case study. They will then practice these skills through an activity relevant to student life.	2
12	<b>Module:</b> Remaking Yourself <b>Subject :</b> Handling Social Media	Students will learn how social media can become addictive and they will imbibe simple methods to take back control.	2
13	<b>Module:</b> Facing Failures <b>Subject :</b> Power of Faith	Students will learn about the power and necessity of faith in our daily lives.	2
14	<b>Module:</b> From House to Home <b>Subject :</b> Bonding the Family	Students will understand the importance of strong family relationships. They will learn how to overcome the generation gap and connect with their family more.	2
15	<b>Module:</b> Selfless Service <b>Subject :</b> Seva	Students will learn that performing seva is beneficial to one's health, wellbeing, and happiness. It also benefits and inspires others.	2
<b>IPDC-2 (Second Phase/Semester)</b>			
1	<b>Module:</b> Remaking Yourself <b>Subject :</b> Begin with the End in Mind	Students will learn to visualize their future goals and will structure their lives through smart goals to give themselves direction and ultimately take them to where they want to go.	2
2	<b>Module:</b> Remaking Yourself <b>Subject :</b> Being Addiction-Free	Students will explore the detrimental effects of addictions on one's health, personal life, and family life. They will learn how to take control of their life by becoming addiction free.	2
3	<b>Module:</b> Selfless Service <b>Subject :</b> Case Study: Disaster Relief	Students will apply previous lessons of seva, to analyse the case study of the Bhuj earthquake relief work.	2
4	<b>Module:</b> Soft Skills <b>Subject :</b> Teamwork & Harmony	Students will learn the six steps of teamwork and harmony that are essential for students' professional and daily life.	2
5	<b>Module:</b> My India My Pride <b>Subject :</b> Present Scenario	To implement the transformation of India from a developing country into a developed country it is necessary to have a value-based citizen. Students will see how the transformation to a greater India relies on the vision and efforts of themselves as a youth.	2



6	<b>Module:</b> Learning from Legends <b>Subject :</b> Leading Without Leading	Students will explore a new approach to leadership, through humility.	2
7	<b>Module:</b> My India My Pride <b>Subject :</b> An Ideal Citizen - 1	Students will learn that to become value-based citizens, they must first develop good values in their lives. They start by exploring the values of responsibility and integrity.	2
8	<b>Module:</b> My India My Pride <b>Subject :</b> An Ideal Citizen - 2	Students will learn that by developing the values of loyalty, sincerity, and punctuality; they become indispensable and can leave a strong impression. They will start developing these values by trying to keep perfection in every small task and by looking at the bigger picture.	2
9	<b>Module:</b> Facing Failures <b>Subject :</b> Timeless Wisdom for Daily Life	Students will learn the role wisdom plays in finding long-term stability. They will use ancient wisdom to solve their modern-day challenges.	2
10	<b>Module:</b> From House to Home <b>Subject :</b> Forgive & Forget	Students will understand the importance and benefits that forgiveness plays in their personal and professional life. They will learn to apply this knowledge in realistic situations.	2
11	<b>Module:</b> Remaking Yourself <b>Subject :</b> Stress Management	Students will learn to cope with current and future causes of stress.	2
12	<b>Module:</b> Remaking Yourself <b>Subject :</b> Better Health Better Future	A healthy body prevents disease and stress; increases positivity, productivity, and brainpower. Students will learn to maintain good health through regular exercise, healthy eating habits, and regular and sufficient sleep.	2
13	<b>Module:</b> Learning from Legends <b>Subject :</b> Words of Wisdom	A panel of learned and experienced mentors will personally answer practical questions that students face in their daily life.	2
14	<b>Module:</b> Soft Skills <b>Subject :</b> Financial Planning	Students will develop a variety of practical financial skills that prepare them to become financially stable throughout their future careers.	2
15	<b>Module:</b> Remaking Yourself <b>Subject :</b> Impact of Company	Students will understand that the type of company that we keep, has a crucial role in determining who we are and who we will become. They will develop the ability to create a positive environment around them.	2
Concluding	Life After IPDC	This concluding lecture encourages students to keep practising these priceless lessons and prepares them for the next steps in their lives.	2

- **COURSE MATERIAL / MAIN COURSE WORKBOOK -**

There will be one workbook for each semester. Each workbook will be Presented and designed by BAPS IPDC Team. These official workbooks would be the course-material for study of IPDC. These workbooks will solve the purpose of study, submission and viva for students.

1. **IPDC Workbook-1** *(presented by B.A.P.S. Swaminarayan Sanstha)*
2. **IPDC Workbook-2** *(presented by B.A.P.S. Swaminarayan Sanstha)*

- **Pattern of Lecture-Delivery :**

The IPDC lectures will take place in the college classrooms and will be hosted by a university-appointed course instructor. The resources will be provided by BAPS. Each lecture has four components as shown below:

1. **Introductory Film**

Each lecture begins with a short film that introduces the topic through modern production. The original content displays relatable scenarios and visuals that captivate the students' attention and stimulates their curiosity to learn more.

2. **Lecture Video**

Students watch a lecture video presented by a dynamic speaker. The lecture reinforces the significance and necessity of fundamental principles and skills. The experience of the speaker, eloquence of presentation, and use of interactive visuals collectively create a profound impact on each student's mind and heart.

3. **Student Interaction**

Student interaction sessions promote stimulating discussion and conversation and help create safe spaces for the healthy exchange of ideas. Thus, each session provides a forum in which students can openly express their emotions and thoughts.

4. **Workbook Activities**

Workbooks assist students to begin implementing the values taught in the lecture into their personal lives. Reliable research, priceless experience, practical scenarios, and reflective questions are innovatively depicted, motivating students to contemplate and think creatively.