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Name: Sunil Kumar Bt.

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Gautambuddh Nagar, U.P.

Certificate No. : IN-UP13867776045774V**Certificate Issued Date :** 26-Dec-2023 02:16 PM**Account Reference :** NEWIMPACC (SV)/ up14012004/ GAUTAMBUDDH NAGAR 1/ UP-GBN**Unique Doc. Reference :** SUBIN-UPUP1401200423637620974148V**Purchased by :** KOHAI SOLUTIONS PRIVATE LIMITED**Description of Document :** Article 5 Agreement or Memorandum of an agreement**Property Description :** Not Applicable**Consideration Price (Rs.) :****First Party :** ICFAI UNIVERSITY SIKKIM**Second Party :** KOHAI SOLUTIONS PRIVATE LIMITED**Stamp Duty Paid By :** KOHAI SOLUTIONS PRIVATE LIMITED**Stamp Duty Amount(Rs.) :** 100
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IN-UP13867776045774V

MEMORANDUM of UNDERSTANDING(MoU) for Students' Mental Health Wellness Program

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on **29th December 2023** ("Effective Date") BY AND BETWEEN:

KOHAI SOLUTIONS PRIVATE LIMITED, a company, having its registered office at 4th Floor, No. 22, Salarpuria Towers -1, Koramangala, Bangalore, Karnataka, 560095, (CIN No - U80301KA2019PTC130562; GST IN:29AAHCK9213H), represented by **Mr. AMRIT RAJ** authorized by the KOHAI SOLUTIONS Pvt. Ltd., which expression shall unless excluded by or repugnant in the context be deemed to include his successors and assigns (hereinafter referred as "KSPL")

AND

The ICFAI University, Sikkim, having its office at **Ranka Road, Lower Sichey, Gangtok, Sikkim- 737101**, represented by **The Registrar** (ICFAI University), which expression shall unless excluded by or repugnant in the context be deemed to include its successors and assigns. (Hereinafter referred as "ICFAI")

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.

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KOHAI SOLUTIONS PRIVATE LIMITED

Director

Director

Whereas, KSPL has informed ICFAI that it is working in the domain of Mental Health for students as an Early stage intervention platform and is a leading first of its kind PAN India startup in the field of Mind wellness for students, which provides a platform for their holistic development. Whereas, KSPL and ICFAI want to enter into an MOU for the scope and purpose of mental health evaluation of students, steady monitoring, personalized counseling of students & conduct multiple workshops for students, teachers & parents through proper channel, remedies and growth monitoring of identified students.

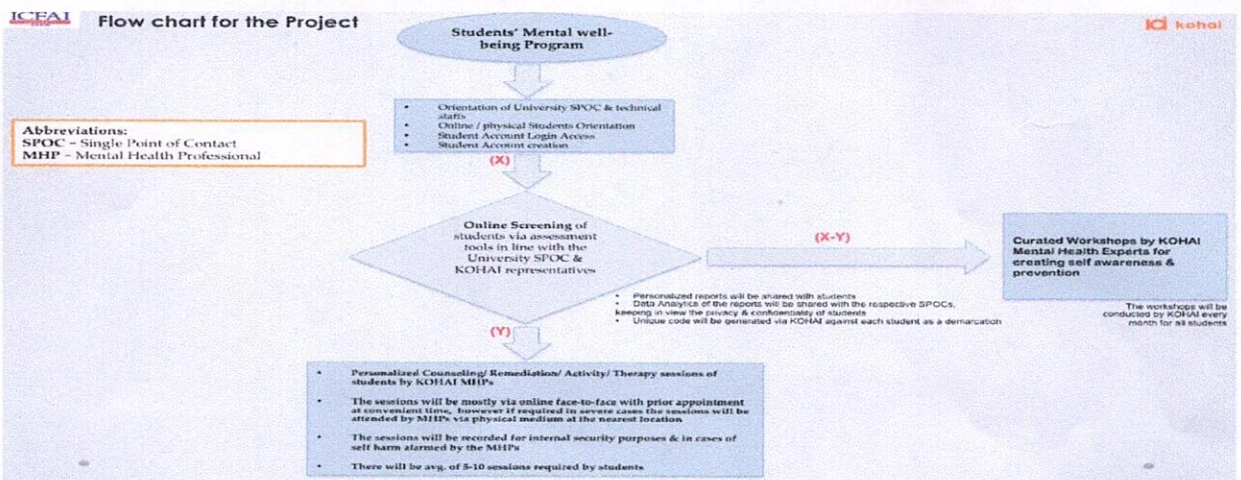
Now therefore, in consideration of the mutual promises and undertakings contained in this Non Disclosure Agreement, the parties agree as follows:

1. Purpose, Scope of the Project:

As per the intimation, KSPL will execute the Project for students of ICFAI University, Sikkim. KSPL will take orientation sessions of students via online/offline medium to brief about the program details. These sessions will be made possible via respective SPOCs assigned by the management team of ICFAI so as to ensure maximum participation of students. During the project, the SPOC will send the list of students with required details for automatic creation of student account in KOHAI Platform. Once the accounts have been created, the respective students will undergo screening tests allocated to them. The details of assessment tools & student format have been shared in Clause 2A.a & 4c respectively. KSPL will be supported by the ICFAI for smooth functioning of the project. Once the Screening process of entire students will be executed, KSPL will share the data analytics with respective SPOCs. In addendum to this, there will also be multiple sessions via online/offline medium with all the respective SPOCs for understanding of the reports.

Following steps will be executed post awarding of the work order to KSPL, this MOU provides for:

- a) **Firstly** identifying the affected students due to mental health issues/disorders via multiple screening tools in the **Screening phase** via online medium. A detailed Data analytics of the reports will be shared with the respective SPOC keeping in view the privacy & confidentiality of students into paramount consideration.
- b) **Secondly**, once the screening process is complete, the affected students will be assigned with RCI registered Mental Health Professionals for further counseling, therapy sessions, activity sessions, etc. towards benefitting the students. Detailed analytics with Month-on-month Growth report of counseled students will be shared with the respective SPOC.
- c) Improving the quality of mental health of students will be of paramount importance. There will be **Curated Mental Health Workshops** for students, teachers & parents towards creating mental health awareness among all the stakeholders of the project for the entire tenure of the project. The details of each program will be mentioned in different clauses of the document. A brief flowchart for understanding the program is mentioned below:



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2. Roles & Responsibilities of KSPL

KSPL will be responsible for providing assistance in the following areas:

a.) **Smart Screening of students** via Evaluation tools.. The institution staffs at individual schools to be trained for smooth functioning of evaluation tests (managed & channelized by KSPL). Personalized automated Mental Health evaluation report of individuals will be generated & the data analytics of the entire report will be submitted to the respective SPOCs (Single Point of Contact) of the institution via m-o-m MIS reports. In addendum with the data Analytics, KSPL will be identifying the median issues in the report sent to the respective SPOCs. This streamlined approach will simplify mental health analysis, allowing for comprehensive evaluations. KSPL is an official partner of Prasad Psycho Private Limited, a 50-year-old pioneer in the domain of Mental Health assessments. Following are the list of assessment tests which will be conducted among students for their detailed evaluation:

- **Emotional Intelligence Scale:** Increasing level of emotional intelligence (EQ) has been correlated with better results in leadership, academic performance, marriage, friendship, health and professional career. This involves areas such as, identifying emotions; the ability to recognize how the individual and those around them are feeling; the ability to understand complex emotions and emotional 'chains', how emotions transit from one stage to another, and managing emotions; the ability which allows the individual to manage emotions in itself and in others.
- **Big Five-Personality Scale:** The Big Five Personality Scale is based on the 'Big five' factors proposed by Costa and McCrae (1990). Also known as the Five-Factor Model (FFM), it is a widely recognized and influential framework for understanding and describing human personality traits. This theoretical framework proposes that personality can be organized into five broad dimensions or factors, each representing a unique and independent aspect of an individual's personality. These five dimensions are-**Openness to Experience, Conscientiousness, Extraversion, Agreeableness, and Neuroticism**. It provides a comprehensive structure for understanding and categorizing personality traits, emphasizing the unique combination and interaction of these five factors in shaping an individual's personality profile.

b.) **Curated Workshops by KOHAI Mental Health Experts** for creating self awareness & prevention: Post Smart Screening of students, KSPL will be identifying the median mental health issues/disorders found in students based on various parameters of the evaluation tests in the reports submitted to ICFAI. The workshops will be curated based on these median issues & conducted by KSPL Mental Health Professionals for students, teachers & parents depending upon the severity of problems identified. The entire workshops during the course of the project will have an awareness quotient & will involve various activity interventions for all the stakeholders of the project.

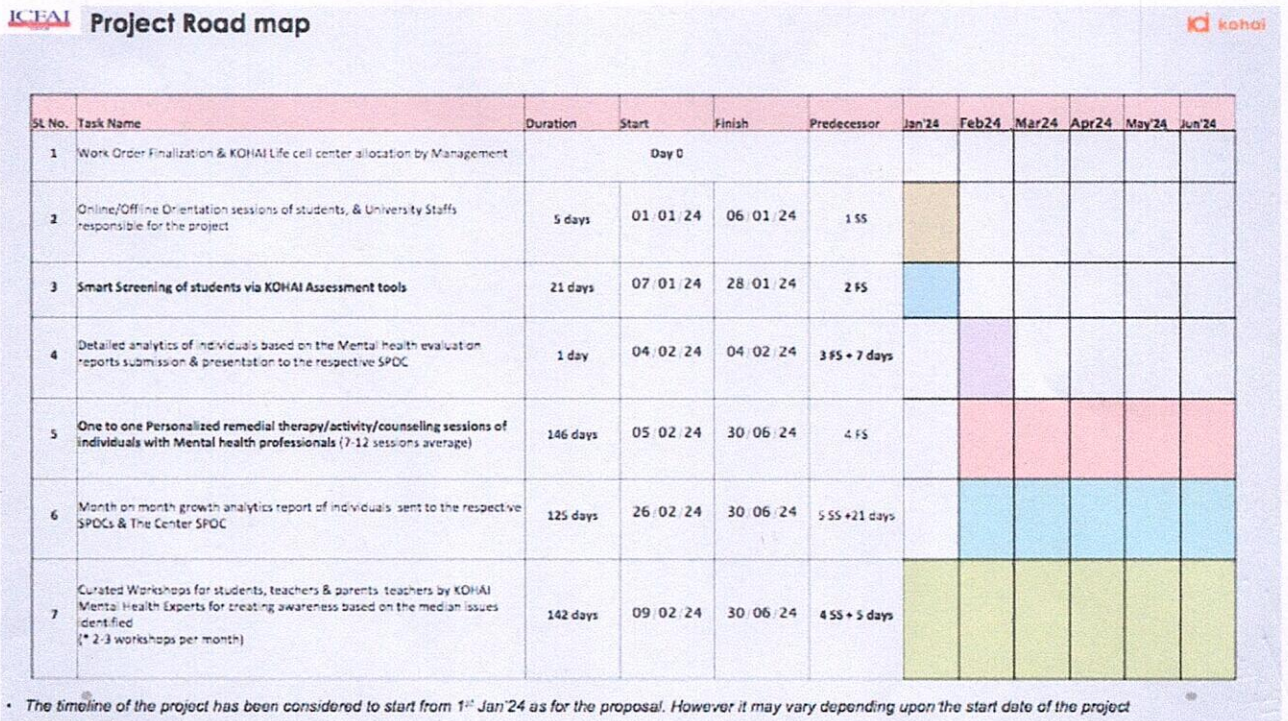
c.) **Post Smart Screening of students**, the students will be allowed to book their online sessions with Licensed Mental Health professionals from across the state/pan India registered with KSPL & also with professionals from reputed organizations to exercise their counseling/therapy/activity sessions throughout the project tenure. Prescription of medicines in case of criticality of the situation can also be possible under the scrutiny of state level mental health organization & SPOC of the institution. The students can have the benefit of selecting their mental health professionals based on their medium of conversation or their earliest availability. Students will have online Face-to-face counseling/therapy sessions. There will be a hybrid model setup for cases requiring immediate attention. In case of any **RED Flags** (self harming/suicidal issues identified if any), the details of such students will be submitted to the SPOC of the institution keeping in view the privacy & confidentiality of students. The Data Analytics report of the median issues (disorders or mental health issues if any) identified during the program to be

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Director

routed through SPOC. Online Group Activity sessions for students by KSPL empanelled Mental Health Experts for creating awareness around Mental Health will be conducted. The students & faculty members having undergone the workshops & Assessments designed by KSPL for the entire project duration, will be awarded **"JEEVAN AASHA Mental Health Program for Adolescents"** Certificate. The ICFAI Management will finalize the list of faculty members to attend the workshops.

3. Project Duration:The project will start from the date of awarding of work order to KSPL. The project duration of the program will be of 6 months from the commencement of the project & as per the Work Order which will be awarded to KSPL. The duration of project can be extended on academic year basis depending upon the performance & impact of KSPL during the project. For the current academic year, the project duration will be accounted up till the date mentioned in the Work Order. KSPL will be executing the project in tandem with the support staffs of ICFAI.



4. Roles & Responsibilities of the ICFAI

- a) ICFAI will make university premises available as per the proposed timeline for KSPL to meet the obligations. However no charges or rent will be paid by KSPL to the Office of the ICFAI for utilizing these premises.
- b) ICFAI will assign respective SPOCs from their university for the entire project.
- c) The respective SPOCs from ICFAI will support KSPL in reaching out to students & teachers at various phases for smooth functioning of project. Elucidating by example, for the screening process, the respective SPOCs will send the list of students in a format given below for marking the groups & generating their unique Ids & profile id's:

SI No.	Name of Student	Class/Section	Gender	Roll No.	College Name	Email id
1						
2						
3						
4						

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 Director

Dr. KOHAI SOLTANS PVT. LTD.

d) In case of providing physical face-to-face sessions to students with KSPL registered mental health Professionals, ICFAI will borne the logistics & accommodation at actual basis. The schedule of such sessions will be intimated on prior basis.

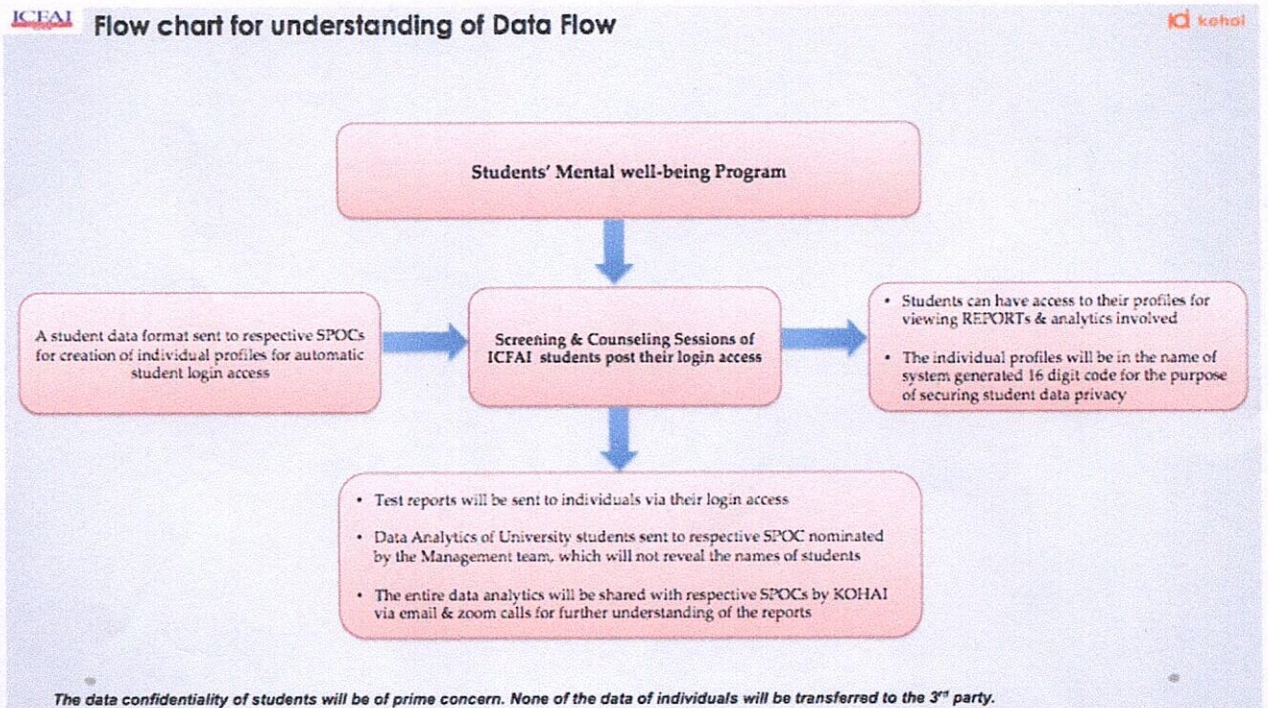
5. Privacy & Confidentiality: In consideration of the mutual promises and covenants contained in the Contract, as well as, this Agreement the parties hereto mutually agree as follows:

A. KSPL, its employees, and/or agents/strategic partners (Prasad Psycho Private Limited) agree that all information obtained in connection with the services provided for in the Agreement is deemed confidential information.

B. KSPL further agrees to maintain the confidentiality of the Protected Data it receives in accordance with federal and state law and that any information obtained will not be revealed to any persons, firms or organizations.

All students from ICFAI enrolled with KSPL via this contract will be assigned their unique ids & passwords for their logins. The personalized reports of students will be available at their respective password protected dashboards. Students will be assigned with a unique 16 character ID for their identification purposes post their logins. The cumulative analytics reports sent to the respective SPOCs will not reveal the identity of any student except for the RED FLAG situations. Prior to dissemination or review of records, KSPL and its employees, agents, volunteers and contractors shall maintain the confidentiality of all student records in compliance with the laws.

6. Flow chart of data/information:



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Director

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7. Data Protection & Controls: KSPL understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with data security and privacy standards for all personally identifiable information from ICFAI, and it will:

1. Limit internal access to ICFAI records to those individuals already, which the contract holds i.e. SPOCS. In case of any RED Flag situations (self harming/suicidal situations of any student), KSPL shall reveal the information to the respective SPOCs via required medium in order to gate keeping the student.
2. Not use the ICFAI records for any other purpose than those explicitly authorized in the Contract and/or Agreement;
3. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of ICFAI records in its custody;

8. Modifications and amendments Any and all modifications to the terms of this Agreement must be by a written Amendment, signed and approved by both the parties.

9. Governing Law /Arbitration Venue:The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time), The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Gangtok. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Gangtok, for any action or proceeding regarding this MOU.

10. Financials The project is to be executed at ICFAI University, Sikkim. The financials involved for the execution of project involving the entire activities to be performed by KSPL as mentioned above in the contract will be **800 INR plus taxes (per student/per month)** for the entire project tenure. The total amount of the Work Order elucidating the exact number of student participants for the program will be mentioned in the Work Order provided exclusively by ICFAI to KSPL.

Payment Schedule: The ICFAI will make payment schedule against KSPL as following in lieu of the services mentioned in the MOU:

SI No.	Description	Scheduled Date
01	Month 1 Installment at the time of awarding of WO	25 % of the Work Order + GST
02	Month 2 Installment (2 nd Month from the date of WO)	15% of the Work Order + GST
03	Month 3 Installment (3 rd Month from the date of WO)	15% of the Work Order + GST
04	Month 4 Installment (4 th Month from the date of WO)	15% of the Work Order + GST
05	Month 5 Installment (5 th Month from the date of WO)	15% of the Work Order + GST
06	Month 6 Installment (6 th Month from the date of WO)	15% of the Work Order + GST

All the respective payments against the Work Order for the aforementioned services will be done by ICFAI against KSPL via NEFT/RTGS towards awarding the Work Order for the aforementioned services. The account details of KSPL is as follows:

Account Name: KOHAI SOLUTIONS PRIVATE LIMITED

Account Number: 50200047084036

IFSC: HDFC0009476

Branch: Sector 107, Noida

The above financials are valid up to maximum 2 months from the signing of MoU. Post this time frame, the aforementioned financials are subject to change.

11. **CONTRACT MONITOR:** Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the Board's Contract Monitor who is as follows:

For the ICFAI:

Dr. ROHIT RATHI
Name

REGISTRAR
Title

GANGTOK
Address

SIKKIM
City, State, Zip Code

9002111111
Phone Number

registrar@iusikkim.edu.in
E-mail Address
info@iusikkim.edu.in



For the Vendor (KSPL):

AMRIT RAJ
Name

DIRECTOR, KOHAI
Title

Salarpuria Towers-1, Koramangala,
Address

Bangalore, Karnataka, 560095
City, State, Zip Code

9439133972
Phone Number

amrit.raj@kohai.in info@kohai.in
E-mail Address

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Director

IN WITNESS WHEREOF, the parties hereto have affixed their signature on the day, month and year first above written after going through and fully understanding the contents of this MOU.