



GOVERNMENT DEGREE COLLEGE ARKI
DISTRICT-SOLAN, HIMACHAL PRADESH-173208
ACCREDITED NAAC 'B' GRADE, ESTABLISHED, 1994
Website-www.gcarki.com E-mail gcarki@nic.in Phone-01796-220690
(AFFILIATED TO HIMACHAL PRADESH UNIVERSITY, GYAN PATH SHIMLA 171005)

No: EDN-GCA- (01)(Estt.)01/2023-45

Dated: 15-01-2024

To

Ms. Reena Navang,
Mpower (Aditya Birla Education Trust)
5th Floor, Birla Centurion,
Pandurang Budhkar Marg, Worli, Mumbai,
Maharashtra 400030,
Mob.-8779013100

Subject :- Regarding "MOU".

Sir/Madam,

Please find enclosed herewith Memorandum Of Understanding ("MOU") after signing it, for your further necessary action.

Thanking you,

Encls: As above.

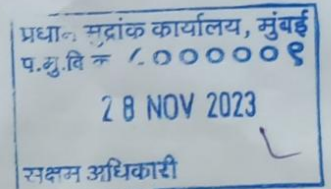
Principal
Govt. Degree College (Sharma)
Arki, Distt. Solan-H.P. Principal,
Govt. Degree College, Arki.




महाराष्ट्र MAHARASHTRA

● 2023 ●

80AA 319200



श्रीमती लता सांगळे
This Stamp Paper forms an integral part
of the Memorandum of Understanding by
and between Government Degree College and
Aditya Birla Education Trust dated
21 December 2023.


Principal
Govt. Degree College
Arki, Distt. Solan-H.P.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made at Mumbai is entered on 29 day of December 2023

BY AND BETWEEN

Government Degree College, Arki, Tehsil Arki Distt. Solan Himachal Pradesh_173208 an Educational Institution registered under the Government of HP vide Notification No. Chha(15)3/86-Shiksha-ka Dated 23-9-93 and under section 2(f) of the UGC act 1956 having its registered office at Shimla represented herein by Principal of the Institution (hereinafter referred to as "**the college**") which expression shall unless it be repugnant to the context or meaning thereof deemed to include its successors and assigns) of the **ONE PART**

AND

Aditya Birla Education Trust, a Charitable Trust registered under the Maharashtra Public Trust Act 1950 (erstwhile Bombay Public Trust Act 1950) having its registered office at B-4, Aditya Birla Centre, SK Ahire Marg, Worli, Mumbai – 400030 for its initiative MPower (hereinafter referred to as "**MPower**") which expression shall unless it be repugnant to the context or meaning thereof deemed to include its successors and assigns) of the **OTHER PART**

The College and **MPower** are hereinafter referred to as Party and collectively referred to as Parties

WHEREAS

- A. The College is an educational institution
- B. Aditya Birla Education Trust through its initiative "MPower" aims to alleviate stigma related to mental illness and advocate prevention and provide services to people affiliated with mental health problems/illness. This initiative aims to create awareness, advocate prevention, foster education and provide holistic services. MPower provides various clinical and non-clinical services relating to mental health, to their client's, customers, organizations and general public
- C. The College realizing the need to provide better access to quality mental health services, due to increase in the mental health problems in people of all ages have approached MPower and the Parties have mutually agreed to collaborate and co-operate to set up Mental Health Club at The College to promote Mental Health amongst students.
- D. Based upon the above representations the Parties have mutually agreed to record this understanding in writing in this MOU.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:


1. Collaboration

The Parties have agreed to collaborate during the term of this MOU as per the terms and conditions set out herein and have agreed to carry out their responsibilities as set out in this MOU.

2. Scope of Work

The Parties have mutually agreed to establish a Mental Health Club where the students of The College shall be the members and they shall contribute towards various mental health related activities planned during the year as detailed in Annexure 1. The services related to mental health shall be provided as detailed in Annexures 2, 3, 4, 5 and 6 annexed herewith.

3. Roles and Responsibilities of The College


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- 3.1. The College shall ensure proper support and permission to start Mental Health Club in order to spread awareness and provide the right intervention towards the mental health.
- 3.2. The College shall ensure all arrangements for operation and implementation of Mental Health Club and effectively co-ordinate with MPower for all deliverables and smooth conduct of activities organized by Mental Health Club without any overlap between various requirements from MPower.
- 3.3. The College shall provide ventilated classroom with all facilities and amenities required for conducting activities of Mental Health Club and shall be responsible for upkeep and cleanliness of the premises that are occupied by MPower.
- 3.4. The College shall obtain express consent from the Students participating and becoming members of the Mental Health Club.

4. Financials

The Parties shall fulfill their respective obligations solely at their own cost. The Parties agree that except for carrying out its obligations under this MOU, neither parties will have any financial obligations to pay each other for the services provided/conducted by MPower.

5. Term and Termination

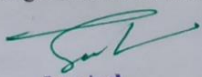
This MOU shall be effective from 21st December 2023 and shall be valid for a period of 1 (one) year till 20th December 2024 unless terminated as per the provisions herein contained. This MOU can be terminated by either party by giving 30 days' notice to the other party.

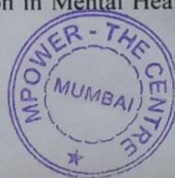
6. Confidentiality

The Parties shall maintain the highest degree of confidentiality and keep confidential all sensitive, personal and identifiable information of the Students, information relating to the affairs of the parties, policies, information about their services, technology, financial details, security information regarding students and the counselling given to them and all papers and records in physical or electronic form containing such information including this MOU (hereinafter collectively referred to as "Confidential Information") which may be known to them during the course of this MOU. The Parties agree to use this Confidential Information only in a duly authorized manner in the best interest of the parties and share the information only with the students, employees, consultants, auditors etc. strictly on need to know basis or when required by some legal or law enforcement authorities. The Parties shall not use or disclose any information to a third party (during or even after the termination of this MOU). (b) This Clause shall survive the expiration or termination of this MOU. (c) The College agrees and confirms that it shall not require MPower to disclose or demand any information relating to students availing Counselling from the Psychologist or any of their personal, identifiable or sensitive data or information from MPower which amounts to breach of confidentiality obligations of MPower except without express consent in writing from the students and The College shall duly facilitate to obtain such consent from the students

7. Limitation of Liability

The College acknowledges and agrees that MPower is carrying out its obligations under this MOU without any consideration of any kind or nature. The College further acknowledges and agrees that MPower shall not be liable for any direct, indirect or consequential losses, damages or loss of profit etc. either to The College or to any Third Party for anything, directly or indirectly arising out of providing services under this MOU, provisions of any services or carrying out its obligations by MPower under this MOU or anything arising in relation to this MOU. The College agrees that except for the Contributions as particularly detailed in this MOU, MPower shall not have any other duty, obligations, or any kind of obligations or liabilities whatsoever, towards The College or any third party. The College agrees to indemnify and hold MPower, its Trustees, Employees, agents and service providers harmless and indemnified from any and all claims including third party claims, damages, losses, costs, expenses, suits, proceedings, actions or prosecutions etc. suffered or incurred by MPower arising out of or in the course of fulfilling its obligations or its association in Mental Health


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Club or services provided under this MOU or for any breach of any terms and conditions of this MOU or for any reasons on part of The College other than arising due to wilful misconduct, gross negligence & breach of terms and conditions solely on part of MPower and its Psychologist..

8. Intellectual Property Rights

- 8.1. Nothing in this MOU shall be deemed to give any right or license to one party to use other party's name or logo or any other intellectual property rights in any manner whatsoever, except as authorized under this MOU or with the specific written approval of the other party. MPower shall be eligible to display information on its social media handles, its websites, its pamphlets, brochures, books, and newspaper advertisements, or any other medium of public communication showing its association with The College and information or achievements pertaining to Mental Health Club.
- 8.2. MPower shall provide creatives to The College for circulation to the Students for creating their awareness and participation in MPower mental health programs and to generate greater penetration amongst the Students.
- 8.3. The College hereby expressly allows MPower to use its name, marks, logos, etc in MPower's creatives as per sub clause 8.1 above, and the marks and logos provided by The College ("The College Intellectual Property") shall remain the intellectual property of The College and accordingly for such use, MPower shall not be held liable for any infringement claims related to such intellectual property. The College hereby agrees to indemnify MPower against any and all claims (including third party claims) arising with respect to The College intellectual property, for aforesaid use.
- 8.4. All the contents, images, graphics, animations, audios, videos marks, logos, etc. used for promotion and digital engagement shall remain the intellectual property of MPower ("MPower Intellectual Property") and neither The College nor their employees, agents, students or representatives shall have the right to use, disseminate or distribute any such material without the prior written consent of MPower except in the manner as agreed herein. The College shall not at any time claim any rights to the MPower Intellectual Property nor disturb or cause to be disturbed any rights or ownership of MPower to MPower Intellectual Property.

9. Force Majeure

MPower shall not be expected to perform its obligations under this MOU where performance is affected by Force Majeure or any other reasons beyond its control such as, but not limited to fire, flood, insurrection, industrial disturbance, inevitable accidents, war (undeclared or declared), power, internet and system failures, legal prohibitions, riots or governmental restrictions, impact of Covid or any other epidemics etc.

10. Non Exclusive

Except as expressly provided otherwise in this MOU, The College acknowledges and agrees that the service provided by MPower are non-exclusive and MPower shall be eligible to provide services to third parties.

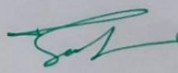
11. Assignment

This MOU or any rights or obligations hereunder shall not be assigned either fully or in part by a party without prior consent, in writing, of the other Party.

12. Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

13. Relation Between the Parties


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This MOU is on a principal-to-principal basis. Nothing in this MOU shall be deemed to constitute a partnership or agency or any such relationship between the Parties hereto, for any purpose whatsoever.

14. Representation and Warranties

MPower expressly disclaims any representation or warranty or guarantee with respect to its Services under this MOU or their suitability for any purpose or any accuracy or level of performance, whatsoever, except as expressly mentioned in this MOU. MPower's services being absolutely voluntary and without any fees, charges or cost to The College or anyone else, MPower specifically disclaims any claims of liabilities, costs, charges, damages or actions for any accuracy or level of performance or non-performance on part of the Psychologist or MPower in performance of its duties or obligations or anything arising out of or in the course of its association and obligations under this project without any wilful misconduct or gross negligence solely on part of MPower and its Psychologist.

15. Disclaimer:

ABET expressly disclaims any representation or warranty or guarantee with respect to its Services under this MOU or their suitability for any purpose or any accuracy or level of performance, whatsoever, except as expressly mentioned in this MOU.

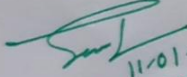
16. Applicable Law and Jurisdiction

This MOU shall be governed by and construed in accordance with the laws of India. All disputes between the parties arising out of this MOU are subject to exclusive jurisdiction of the Courts in Mumbai.

17. Entire Agreement

This MOU along with all the Schedules, Annexures etc. shall constitute the entire Agreement between both the parties and shall supersede all prior MOUs and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

For The College
Government Degree College, Arki


11-01-24

Name: **SUNITA SHARMA**

Designation: **Principal, Govt-**

Witnesses: **Degree College, Arki**
Distt Solan, HP

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For ABET
Aditya Birla Education Trust




Name: **Ms. Parveen Shaikh**

Designation: **VP Operations - MPower**

Witnesses:

ANNEXURE 1

Process Flow of Mental Health Club

Mpower will collaborate with an existing student body to run the mental health club in the college.
OR

Mpower will work towards forming a new student body to run the mental health club in the respective college with the support of college faculty & staff.

The Mental Health Club will be run by college students for college students under the supervision of Mpower.

MPower shall provide the name and logo for running the Mental Health Club across all the colleges with which MPower shall collaborate with to run the Mental Health Club and the same shall be adopted and used by the students to run the Mental Health Club in their College and all the intellectual property rights in the name and logo of the Mental Health Club shall remain with MPower.

A calendar of events would be planned with the students and execution of the calendar will be the responsibility of the club members in coordination with Mpower.

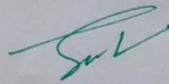
All the students who are members of the Mental Health Club shall use the MPower app and should encourage other students to use MPower App services if needed

MPower shall provide Certificates to the students who are the members of Mental Health Club at its own discretion.

The Students of the Mental Health Club shall do one street play/event annually. The Script of the Street play shall be provided by Mpower.

The existing mental health club members would have to appoint and hand over the club to the new club members before their exit from the college to keep the Club running year after year.

The club members will have an opportunity to make a city-wise chapter of the Mental Health Club.


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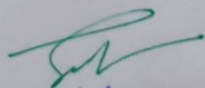
ANNEXURE 2

YMHFA TRAINING/WORKSHOP/SEMINAR/WEBINAR

Mpower and The College agree to the conduct of YMHFA/WORKSHOP/SEMINAR/WEBINAR Sessions as per the annual calendar of the mental health club

Terms & Conditions:

1. Session(s) for Training / Workshop / Seminar / Webinar shall be conducted online or offline / face to face at the Venues as mutually agreed between the Parties
2. There shall be 25 Participants per batch for the sessions conducted Offline and 15 participants per batch for the sessions conducted online.
3. All arrangements for the Sessions including but not limited to the arrangement of Venues, Online platform, participation of students, facilitating their presence in the webinar and permissions, if any, required for the conducting the webinar, shall be the responsibility of The College.
4. The College shall be responsible for the upkeep and cleanliness of the premises that are occupied by **MPower** for the provision of the Sessions and The College must maintain cleanliness and hygiene of such premises at all times.
5. ✓ **MPower's** responsibility shall be only to make available a psychologist / Counsellor to deliver the lecture on the applicable topics and address queries of the Students attending the Session(s).
6. The Session dates, as predefined shall not be rescheduled without valid reason. Changes to schedule will not be entertained 7 days or less leading to the predefined date. If either Party has a valid reason for cancelling a Session, a second mutually acceptable date will be agreed by and between the Parties. If no such date can be agreed between the Parties, **MPower** shall be eligible not to conduct the said Session. **MPower** shall have the right to cancel a scheduled Session on account of the occurrence of any unforeseen circumstance including any acts of God, fire, floods, acts of public authorities, delays or default caused by common carriers, serious illness of any therapist who intends to conduct a Session or any other events outside the control of **MPower**.
7. The information provided by **MPower** Psychologist during the Session(s) shall be only for informational purposes and the Students may act on the basis of the said information absolutely in their own responsibility, after due verification at their end. **MPower** disclaims any and all liabilities on account of any use of such information by the Participants or any third party or for any matter arising out of or connected with the conduct of the Webinars.
8. All material discussed or viewed during the Session(s) shall remain the intellectual property of **MPower** and neither The College nor students nor their employees, agents, or representatives shall have the right to use, disseminate or distribute any such material without the prior written consent of **MPower**.
9. **MPower** does not permit recording of any of the Session(s). The College shall ensure that the students nor their employees or representatives shall not record the proceedings of the Session.
10. **MPower** shall provide Certificates to students attending the YMHFA Sessions only upon the completion of 1 year where they have attended the YMHFA Sessions and have imparted knowledge to their fellow students during that academic year
11. **MPower** has the right to distribute information regarding future workshops, events, or publications during the Session.
12. The College shall provide a written or digital testimonial to **MPower** after completion of the Session(s).


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ANNEXURE 3

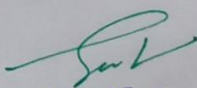
24*7 MPOWER 1 ON 1 HELPLINE SERVICES

1. Access to the Helpline through Call shall be available to the students of The College on a 24X7 basis through toll free number, however, except in case of breakdown, power / system failure, maintenance or any other such unavoidable reasons. MPower shall take reasonable steps to inform The College about unavailability of the Helpline on account of any unavoidable reasons and to restore the services of the Helpline. The College understands and acknowledges that Helpline services are not exclusive to The College and open to general public as well as other Clients / customers / partners of MPower and their students.
2. The College agrees that the Helpline access shall be available to the students subject to "terms and conditions" and "privacy policy" available at MPower1on1.abet.co.in, as revised from time to time. The College confirms its acceptance to the said terms and conditions and Privacy Policies for Helpline services to its Students.
3. The caller dials a toll free number 1800120820050
4. The College Understands and acknowledges that Students calling the helpline may experience a waiting time before getting connected to the Counsellor and The College agrees that such waiting time shall not in any manner constitute any deficiency in services or breach of any obligations on part of MPower under this MOU.
5. Calls that have been disconnected / abandoned before being connected to the therapist will not be called back by the therapist or anyone at MPower.

ONE TO ONE ONLINE COUNSELLING

1. One to One Online Counselling on audio or video shall be available on prior appointment on a 24 x 7 basis. Appointments will be available on 1st come 1st served basis for first 25 students. A maximum of 2 Counselling Sessions per student of 45 to 50 minutes' duration per session shall be available.
2. The process flow for counselling Sessions shall be as follows:
 - (a) The Students shall call the helpline and speak with the therapist
 - (b) If the therapist or student feels they need long term therapy and from the same therapist, the therapist will give an appointment to the student at a mutually convenient time and date.
 - (c) The counsellor will send a confirmation email to the student along with the link for the online session.
 - (d) The student will also be send a consent form to be digitally signed before the start of the session.
 - (e) The student will be covered by the package for 2 sessions.
 - (f) Should the student wish to continue counselling after 2 sessions, they will be charged directly by Mpower at standard rates.
3. The Students shall be attended to for One to One Online Counselling only at after submitting a detailed intake / consent form as per Annexure "___", to the MOU as may be applicable. The Consent / intake form can be provided either by the student himself / herself in case of student being Major with sound mind or for Students being minor or of unsound mind by his / her legal guardian / nominated representative or any other person legally and validly authorized to give consent on his / her behalf ("NM"). The The College confirms its acceptance to the terms and conditions in the consent / intake forms for One to One Counselling services to its Students.
4. The need and type of counselling to be provided to the Students, shall be as per the need as solely assessed to by the Psychologist at Mpower after screening of the student. The College agrees and confirms that they have no objection to such Counselling given to the concerned Students by Mpower.

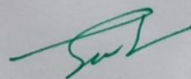
OTHER TERMS AND CONDITIONS


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- a. Mpower does not permit recording of any of its helpline/ Counselling by the Students and The College understands that Students should not record the proceedings of the Calls/ Counselling Sessions nor calls recorded shall be shared or disseminated by the beneficiary or by his / her relatives / other contacts to any third person or through social media.
- b. Services under this Agreement is only for the students of The College as defined in this MOU. It shall be the sole responsibility of the The College to monitor and ensure that only students avail the Services of Mpower and no other person avails the Services. Mpower shall not be liable for any deficiency in service or any other matters or liabilities whatsoever, if Services are availed by any unauthorized persons.
- c. Counselling referred to in this Annexure are non- clinical Counselling Services. In case a Beneficiary is in need of Psychiatric Consultation, the Beneficiary will be referred to Mpower-The Centre situated in Mumbai, Bangalore and Kolkata, Pune or Mpower-The Foundation in Mumbai.
- d. The College agrees that all the reports, records, data, information, and any other data or information provided by the Students related to the Services Provided to them by Mpower, shall be solely the Property of Mpower and Mpower shall be eligible to retain them as per the statutory requirements or for the purpose of providing further services to Students, whether in association with The College or otherwise, as per the requirements at Mpower.
- e. The College understands that students should use a secured line connection for availing Mpower online Services of Counselling.
- f. The College understands that despite safety measures taken there are chances of breach in security in technology. The College undertakes that The College or the students shall not hold Mpower, its Psychologists or therapists, Employees, agents and affiliates responsible or liable for any breaches of confidentiality of students personal identifiable or sensitive information or data or any data or information pertaining to the mental health and services to the students of The College due to calls to helpline or 1 on 1 Counselling without any deliberate attempt on part of Mpower, its Psychologists, Employees, therapists, agents and affiliates.
- g. Right to Deny Service : 1) MPower reserves the right to deny or discontinue providing Services as per this MOU to any Students, in the event where the Customer or his/her nominated representative misbehaves or misconducts or mistreats any personnel of MPower or any person/staff associated with MPower or creates an unhealthy atmosphere in the vicinity of MPower which is likely to affect the goodwill of MPower (2) MPower may cease to schedule sessions, if a referral made to inpatient treatment by MPower's Psychologist/Psychiatrist, and the Customer refuses that referral. MPower may also cease to conduct sessions for the Customer, if the Sessions by the Mpower are deemed to be non-beneficial to the Customer by MPower's Psychologist for any particular reason.




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ANNEXURE 4

SURVEY

1. MPower shall conduct survey based upon the questions developed at MPower for understanding of the mental health needs of college going students.
2. The survey questions shall be shared with students of The College via email through a third Party Platform and The College shall assist MPower for conducting the said survey.
3. MPower shall have all the rights to use, display, present or publish the survey report on social, digital, print, electronic, visual or any other media, advertisements, articles including online articles, hoardings, publish in Books, Journals, Magazines, Pamphlets brochures etc. published by MPower, its management on their own or in coordination with some other Agency for the purpose of promoting MPower, MPower's activities and programmes or for any other purposes found appropriate by MPower authorities and MPower's management.
4. All the content used for conducting the survey and the data generated after conducting of such survey shall remain the intellectual property of MPower and neither The College nor their employees, agents, students or representatives shall have the right to use, disseminate or distribute any such material without the prior written consent of MPower.


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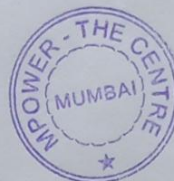
ANNEXURE 5

E-NEWSLETTER

1. The College shall prepare E-Newsletters to be circulated amongst the students of The College
2. MPower shall provide assistance to The College for creating content for the e-newsletter
3. The College shall not be entitled to use the name and logo of MPower in its newsletter without taking prior consent from MPower
4. All the contents, images, graphics, used in the e-newsletter shall remain the intellectual property of The College. Further The College alone shall be liable and responsible for any third party claims arising out of the content published in the e-newsletter, including any intellectual property rights claims.



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Referral Form- Child/Young Adult

MPOWER - MUMBAI | BENGALURU | KOLKATA | PUNE | FOUNDATION

Please fill the referral form with the information that you have available. Kindly attach any additional information that will aid the referral process.

About the Child/Young Person

Date: _____

Child/Young person's name: _____

Address: _____

Child/Young person's Email ID: _____

Child/Young person's mobile no: _____ Date of birth: _____ Age: _____

Gender: _____ Language: _____ Nationality: _____

Name & address of current school/college: _____

Current grade: _____

Telephone number of current school/college: _____

Details of previous schools/colleges attended:

Name of School/College	Location: City/Country	Period attended: Month & Year

Would you like to claim reimbursement from insurance provider for Mpower services? ☐ Yes ☐ No

Insurance details: _____

Reason for Referral

Please provide details of the concerns for which the referral is being made, including significant history:

Are any of the following a concern/risk for the child/young person? (Past or present)

☐ Learning difficulty

☐ Behavioural difficulties

☐ Alcohol/Drugs

☐ Parenting concerns

☐ Bereavement

☐ Eating concerns

☐ Communication problems

☐ Anxiety

☐ Autism spectrum disorder

☐ Hearing voices/Seeing things

☐ Physical disabilities

☐ Other: _____

☐ Depression/Emotional disorder

☐ Attention/Focus concerns

☐ Family conflict

☐ Concerns with peers

☐ Trauma history

Please provide details: _____

Please describe any safety concerns for the child/young person

☐ Domestic violence

☐ Harm to others

☐ Deliberate self-harm

☐ Suicidal thoughts

☐ Other: _____

Has the child/young person been suffering from any physical health concerns/prescribed any medication?

If yes, summarize: _____

Has the child/young person been previously diagnosed with mental health concerns/prescribed any medication?

If yes, summarize: _____

Please list other agencies/professionals involved currently/in the past with the child/young person
(e.g., paediatricians, psychiatrists, counsellors, psychologists, speech and language therapists, occupational therapists, nutritionists, etc.)

About the Family

Type of Family:

☐ Nuclear

☐ Joint

☐ Separated

☐ Divorced

☐ Blended

Mother's name: _____ Email ID: _____

Phone no: _____ Educational qualification: _____

Occupation: _____ Nationality: _____

Father's name: _____ Email ID: _____

Phone no: _____ Educational Qualification: _____

Occupation: _____ Nationality: _____

If parents are not the primary caregivers

Guardian's name: _____ Email ID: _____

Phone no: _____ Educational qualification: _____

Occupation: _____ Nationality: _____

Child/Young person's siblings:

Name	Age	Nursery/School/College

Is there a history of mental health concerns in the family? If so, please provide details.

Has the child/young person/family been previously involved with Mpower? If so, name of the client:

Where did you hear about us?

<input type="checkbox"/> Google/Search engine	<input type="checkbox"/> Print media	<input type="checkbox"/> Word of mouth
<input type="checkbox"/> Social media	<input type="checkbox"/> Other: _____	

Who referred you to Mpower?

Name: _____

Phone no: _____ Relationship to the client: _____

Would you like to be informed about Mpower workshops, programmes, seminars, e-groups and parent groups?

☐ Yes

☐ No

Completed by: _____

(Name, Signature, Date)



Handwritten mark

Policy for Adult clients/Nominated Representatives

The following (read along with the full terms and conditions sent to you vide our confirmation email) forms the legal understanding ("Terms") between Aditya Birla Education Trust herein after referred as "Mpower" and the Client/ Nominated Representative:

1. Sessions at Mpower will be conducted between you ("Client")/your nominated representative ("NR") and a "Therapist/ Psychiatrist" specifically to address the Client's mental health concerns ("Services"). Psychologist is a way to help people experiencing significant emotional distress that is coming in the way of them being physically well, enjoying personal relationship or working productively. Psychologist begins with the therapist understanding the background of the person seeking help and the concerns that led them to seek help. Following this, the client and psychotherapist come to an agreement about the goals of treatment, treatment procedures, and a regular schedule for the time, place and duration of their treatment sessions.
2. The Client understands that the assigned Psychologist / Psychiatrist would evaluate his / her need and context and guide him / her about the most suitable option for intervention, in that context (tele psychologist/ in-person psychologist/crisis intervention/ emergency services).
3. In case of Online Session the Client understands that Audio / Video consultations has its own limitations as compared to in person sessions and some details could potentially be missed out despite the Therapists / Psychiatrists best efforts.
4. With due knowledge of such limitations the Client /NR expressly consent to the Online Sessions on Video meeting platforms. Client understands that Mpower may also temporarily stop or discontinue these Online sessions/recommend any other method or line of treatment if either of us experience any difficulty in the process and in my best interest.
5. The Client/parent/guardian/NR represents that they understand and agree to the following Terms and Conditions.
 - a. Minor clients should be accompanied by a parent/guardian/NR at all times while at Mpower.
 - b. Crisis: Mpower is not a crisis centre and has finite operating hours. If the Client's situation involves a life-threatening emergency and / or requires urgent physical care, the Client must visit a hospital for assistance.
 - c. Client Sessions, Records, and Confidentiality: Clients and / or their parents / guardians / NRs are required to present a photo ID of the client, of which a photocopy will be taken for Mpower's records, before starting the screening session. "Client Information" means all information provided by the Clients / parents / guardians / NRs to Mpower and / or the Therapist / Psychiatrist, including all medical health records, personal information, sensitive information, records of the sessions, and any communication between the Therapist/Psychiatrist and the Clients/parents/guardians/NRs. Written documentation of the Client Information includes a referral form, notes from initial screenings, a provisional diagnosis, a treatment plan, goals and recommendations, and progress notes for every visit.

The Clients/parents/guardians/NRs consent to the use and retention by Mpower of the Client Information for a minimum period of 5 (Five) years from the date of services last rendered. Mpower shall at its discretion destroy Client information unless the Client expressly requests in writing to retain the Client information for a further period.

Mpower will take best efforts to keep the Client Information, including communication between the Client and Therapist / Psychiatrist at Mpower during the session confidential. The Clients/parents/guardians/NRs are entitled to access their basic medical health record (which includes demographic information, diagnosis, and treatment plan) by requesting it in writing from Mpower. Subsequent details and further records will be given as per needs of appropriate legal directives at that time. Mpower may retain Client Information for the purpose of analysis and research. Our professionals may internally share certain Client Information for therapeutic purposes, clinical purposes, intern education, data analysis, or for research purposes, as well as during multidisciplinary meetings.

Confidentiality is of utmost importance whilst sensitively dealing with each of our Clients/NRs and their families. However, disclosure of Client Information is mandatory in the event of any perceived risk to the Client or from the Client, or for any reason as may be necessary to disclose by law.
6. Client / Parents/Guardians/ NR hereby agrees not to hold Mpower, its Psychologist, Psychiatrist, Employees, agents and affiliates for any breach in security in technology or breach of confidentiality due to Sessions conducted on Video meeting platforms.
7. Length and Frequency of Sessions: The length of the first screening intake session is upto 90 minutes with Psychologist. The standard length of subsequent ongoing sessions is 45 minutes with Psychiatrist. To avail of the Services for more than 45 minutes, Client/parent/guardian/NR will be required to book a separate appointment for a new session and it will be charged accordingly.
8. Being Late for a Session: If the Client arrives or connects late for an appointment, the duration of the appointment may be shortened by the amount of time the Client came in late. When the Client arrives, the client consent that the Therapist/Psychiatrist will make use of the time that is available, and may not be able to extend the session time due to the next Client's appointment or other time commitments.

[Handwritten signature]

9. **Payment:** Client/parent/guardian/NR is expected to pay the standard fee before each session. Mpower does not offer refund of any payment made by Clients/parents/ guardians/NRs. Failure to make a payment will result in suspension of Services until the balance is paid in full. Mpower shall not be entitled to refund or repay any amount to the Client/parent/guardian/NR paid towards Client's treatment opted under a package, incase the Client/parent/guardian/ NR discontinues with the treatment without completing the entire course of the package/sessions. Home visits are charged differently than appointments for sessions at Mpower. Please inquire about home visit charges at the FrontDesk.

10. **Insurance:** Mpower does not have a cashless facility and therefore does not provide direct billing; however, receipts can be provided so that Clients/parents/guardians/NRs may submit their claim for reimbursement from their respective insurance providers.

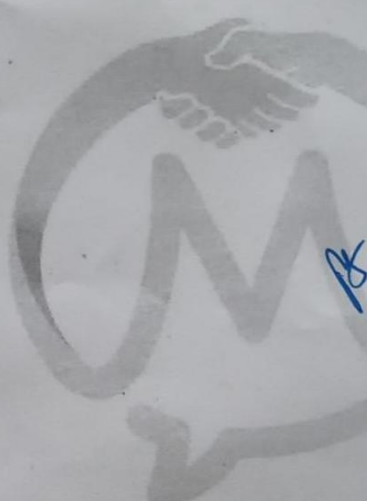
11. **Cancellation Policy and Missed Appointments:** Clients/parents/guardians/NRs are requested to inform Mpower at the earliest if they are unable to keep an appointment. An appointment time is especially reserved for the Client; therefore, Mpower requires an advance notice of atleast 24 hours for cancellations or changes of scheduled appointments. If an appointment is cancelled with less than 24 hours' notice, or if the Client fails to show up, the Client/parent/guardian/NR will be charged for the appointment. In the event of any natural disasters or other emergencies, Mpower may cancel any or all scheduled appointments by informing the Client/parent/guardian/NR via email, message, or phone call. However, the Client/parent/guardian/NR will not be charged for such cancellations.

12. **Right to Deny Service:** Mpower reserves the right to deny or discontinue Services with the Client, incase the Client and /or Parent/Guardian/NR misbehaves or misconducts or mistreats any personnel of Mpower or any person/staff associated with Mpower or creates an unhealthy atmosphere in the vicinity of Mpower which is likely to affect the goodwill of Mpower. Mpower may cease to provide Services to the Client, if a referral is made to inpatient treatment by Mpower Therapist/Psychiatrist, and the Client/Parent/Guardian/NR refuses that referral. Mpower may also cease to provide Services to the Client if Services at Mpower are deemed non-beneficial to the Client by Mpower Therapist/Psychiatrist for any particular reason. The Client acknowledges that referral to Mpower can be made by parents/guardians/NRs, general practitioners or any other caregivers of the Client.

These Terms shall be governed by the laws of India and any disputes arising out of the Terms shall be subject to the exclusive jurisdiction of the courts in Mumbai.

Place:

Date:



AB

Referral Form-Adult

MPOWER - MUMBAI | BENGALURU | KOLKATA | PUNE | FOUNDATION

Please fill the referral form with the information that you have available.
Kindly attach any additional information that will aid the referral process.

About the Client

Date: _____

Name of the client: _____

Address: _____

Mobile: _____

Email ID: _____

Gender: _____

Nationality: _____

Occupation details: _____

Date of birth: _____

Age: _____

Main language spoken: _____

Educational qualification: _____

Name of current educational institution, if any: _____

Relationship status: ☐ Single ☐ Married ☐ In a relationship ☐ Separated ☐ Divorced ☐ Widowed
☐ Do not wish to disclose

Father's/Mother's name (For purposes of Basic Mental Health Record): _____

Do you have any children? ☐ Yes ☐ No (If yes, please provide the ages of the children)

Name of the Child	Age

Please list your emergency contact:

Name: _____

Relationship to the client: _____

Mobile: _____

Do you have an Advanced Directive? ☐ Yes ☐ No

Name of 'Nominated Representative' (NR): _____

Would you like to claim reimbursement from your insurance provider for Mpower services?
☐ Yes ☐ No

Insurance details: _____

About the Client

Are any of the following a concern/risk (past or present)?

<input type="checkbox"/> Anxiety	<input type="checkbox"/> Stress	<input type="checkbox"/> Trauma history
<input type="checkbox"/> Paranoia/Delusions	<input type="checkbox"/> Addiction issues	<input type="checkbox"/> Bereavement
<input type="checkbox"/> Family conflicts	<input type="checkbox"/> Depression	<input type="checkbox"/> Learning disabilities
<input type="checkbox"/> Physical disabilities		<input type="checkbox"/> Violent behaviour
<input type="checkbox"/> Self-harm/Suicide attempts/Ideations		<input type="checkbox"/> Hearing voices/Seeing things

Is there a history of mental health concerns in the family? If so, please provide details:

Where did you hear about us?

<input type="checkbox"/> Google	<input type="checkbox"/> Print media	<input type="checkbox"/> Word of mouth
<input type="checkbox"/> Whatapp/FB/Instagram	<input type="checkbox"/> Just Dial	<input type="checkbox"/> other

Who referred you to Mpower?

Name: _____

Phone no: _____ Relationship to the client: _____

Would you like to be informed about Mpower workshops, programmes, seminars, e-groups and parent groups?

☐ Yes ☐ No

Completed by:

(Name, Signature, Date)



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Place:

Date:

