

AGREEMENT

BETWEEN

ITM IHS College of Nursing, New Panvel a trust registered under Indian Trust Act 1950 having registration no. _____, having its office at Mumbai, herein after referred to as **The "First Party"**, which expression shall, unless it be repugnant to the subject, context and meaning thereof be deemed to mean and include its present office bearers, executors, successor trustees, permitted transferees and legal administrators and assignees of the First Part.

AND

Wockhardt Hospitals Limited, having its units in the state of Maharashtra, Gujarat and Goa. **WHL (Wockhardt Hospitals Limited)**, a Company Incorporated under the Companies Act 1956, having its Registered Office at **Wockhardt Towers, Bandra Kurla Complex, Bandra East, Mumbai- 400051** herein after referred to as **The "Second Party"**, which expression shall, unless the counterpart otherwise admits, include its present office bearers, executors, successors and assignees of the Second Part.



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18/02/22

WHEREAS

1. The First Party is a trust registered under the Indian Trust Act 1950, and is engaged in the activity of providing Education Services. The First Party has also started with the Nursing College at New Panvel under the recognition from Maharashtra University of Health Sciences, Nashik and Indian Nursing Council & Maharashtra Government.
2. The Second Party is engaged in the business of running super speciality hospital under name and style of Wockhardt Hospitals Ltd and having its Units at Surat, Rajkot, Goa, Nagpur, Nashik, and Mumbai & Navi Mumbai".
3. The First Party is desirous of availing the Hospital Services of the Second Party for training of its nurses; hence approached the Second Party to allow their students of Nursing College to use the clinical, hospital beds facilities at any of Wockhardt Hospitals units for providing clinical training.
4. The First Party has confirmed that it will be the responsibility of First Party to arrange affiliation, recognition and certification from *Maharashtra University of Health, Nashik University*, Maharashtra Nursing Council, Indian Nursing Council, State Government and any other Educational Institutions and legal authorities as may be required from time to time as well as recruit Professors, Tutors, Teachers and other teaching, technical and administrative staff for their own College of Nursing and create all other facilities to provide academic training of the required curriculum programme at their own premises.
5. The Second Party has agreed to allow the students of Nursing School of the First Party to come to the hospital and get themselves trained using clinical facilities with the help of existing nursing staff of Hospital, for gaining needed Clinical training and experience.
6. The Second Party has confirmed that at present it does not have any proposal to start Nursing School at Ratnagiri.
7. The parties have thus entered into this Agreement on the terms as recorded hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The First Party shall be responsible for procurement and maintenance of affiliation and recognition from University, State Nursing Council, Indian Nursing Council and other legal authorities including State Government as may be required from time to time: wherein the Second Party will not be responsible or will not be liable for any de-recognition of the First Party.
2. The First Party is required to keep in force and valid all the approvals / Licenses as may be required for running this Nursing School during the terms of this Agreement. In case of cancellation of any such approvals/ Licenses this Agreement automatically comes to end. The First Party will provide duly certified copies of all such approvals/ Licenses from time to time to the Second Party.
3. The First Party shall notify the Second Party in writing in advance, i.e. 15 days before proposed training schedule, about the schedules, time tables and training related activities including clinical examination etc. The Second Party will provide training to the Students of the First Party at Wockhardt Hospitals.
4. The First Party shall be responsible to inform the Second Party in case of any changes in decisions concerning training activities-such as change in the schedules etc.

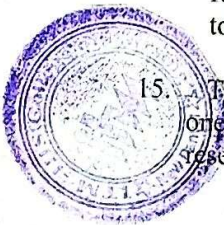
5. The Second Party will not be responsible for the payment of any Stipend, Incentives or compensations to the students of the First Party. The Parties hereto



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agrees that students of the First Party in any way shall not be considered as staff, employee or officer of Second Party. By entering into this Agreement no relationship of employer and employee is deemed to be established between the Second Party and students of the First Party.

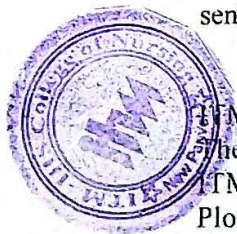
6. This Agreement shall not create and shall not be deemed to have created a joint venture, a partnership, a principal-agent relationship or any other business organization or entity. Nothing herein shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any obligation, or represent to any third party that it has any right to enter into any binding obligation on the other party's behalf. Each Party shall execute its obligations or duties hereunder at its own expense without recourse to the other Party.
7. The Second Party will not be responsible for any accident, hazards if any happen to the First party's Students at the hospital site. It is the First Party's responsibility to indemnify the Student(s) and the Second Party for any such accident or hazards.
8. The Second Party reserves its right to alter, reject or change the clinical (practical) training time tables and schedules, to safeguard the interest of the patients, its own training activities, programmes, events etc. or without assignment of any reason whatsoever in any unforeseeable circumstances.
9. Students of the First Party shall be strictly bound to follow rules, regulation and policies enforced from time to time by the Second Party. First Party will submit the attendance record/ Physical Record of training at monthly basis to the Second Party.
10. The First Party agrees to depute its two senior most executives to be the members of Steering Co-ordination Committee in which the Second Party will appoint its two executives as members of Steering Committee to monitor all activities, plans, its implementation and any changes required to be monitored from time to time for the clinical training of nursing students. There would be quarterly meeting held for the Steering Co-ordination Committee till this agreement is in force. The periodically report of the training to be submitted to the Unit Head of the Hospital by the Committee.
11. The First Party shall appoint qualified clinical instructor/tutor exclusively for students, who will monitor them during the training period. He/She will monitor attendance, training & also take all responsibilities of students. He/She will be present in the patient area with the students as the time of training period going as per the shift schedule decided respectively. In addition to that Principal of the college will also supervise activity of Trainee /Students.
12. After completion of training, if required their evaluation would be done by the hospital. If the results are found poor, those students will be considered for extended training for some days as decided by the Second Party.
13. The First Party shall be responsible to provide Identify Card and uniform to their students and staff members to allow them entry into the premises of the Second Party.
14. The existing nursing staff of the Second Party will support student of the First Party in clinical training and experience. The Staff of Second Party will cooperate fully to the students in Clinical training. The Second Party shall not be responsible to recruit any special staff to support any clinical training to the Students.
15. This MOU will automatically expire Either Party may cancel /terminate by giving one month notice in writing to the Other Party. Without prejudice, The Second Party reserves its right to cancel /terminate this Agreement in the event it is found that



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First Party or any of its students have acted contrary to the obligations contained in this Agreement. The decision of the Second Party in such cases shall be final.

16. The First Party shall indemnify and save Second Party harmless from and against any claims, actions, causes of actions, damages, losses, cost, liabilities or expenses whatsoever incurred by Second Party as a result of claims arising from any non fulfillment of any covenant or conditions of Agreement by the First Party under this Agreement or injury, loss to Patient or any negligent or willful act of the First Party or its Students, officers, servants, agents etc.
17. Any clinical error done by the students in the training, during the course of their training the First Party should indemnify to the Second Party and any legal expenses occur for such would be borne by the First Party alone.
18. The Intellectual Property Rights (IPR) of the training programmes and modules shall belong to the Second Party. The First Party shall ensure that there are no infringements on the IPR of the Second Party.
19. In the event of any dispute or differences arising from this Agreement, the same shall be referred to the Sole Arbitrator to be appointed by the Second Party, as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be at Mumbai and in English. The costs of the Arbitrator shall be shared equally The Award shall be final, conclusive and binding The Courts at Mumbai shall have exclusive Jurisdiction. .
20. This Agreement shall be governed by and constructed in accordance with the laws of Indian and the courts at Mumbai shall have exclusive jurisdiction to try and entertain the matters arising here from.
21. No modification, variation, waiver or amendment of any term & condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both the parties thereto i.e. Chairman of the Trust for the First Party and the Center Head of the Wockhardt Hospitals Ltd. Unit _____, as Second Party.
22. The Signatory of this Agreement is having a requisite authority under the constitution of the respective organization to execute this Agreement.
23. Students who are enrolled for the G.N.M / B.Sc. programme send by the First Party for clinical training would be screened & if found fit for employment, would need to serve with any units of Wockhardt Hospitals Ltd., as per the terms and conditions agreed upon.
24. The selection criteria for short listing of the candidates may vary from time to time & would be decided by the Second Party alone.
25. The Parties agree that the terms and conditions of this Agreement are confidential and shall not be disclosed to any third party without prior written consent from the non-disclosing party, unless law requires such disclosure.
26. Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed duly given (i) when delivered by hand, or (ii) three days after being given to an express courier of repute, or (iii) when sent by confirmed facsimile; or (iv) 5 days after the date sent by certified or registered mail, postage prepaid, return receipt requested, AND when sent by electronic mail, addressed as follows:



JTM Trust;
The Principal,
JTM IHS College of Nursing
Plot no. 11, Sector-12, Near Ayappa Temple,



[Handwritten signature]

New Panvel (east), Panvel, Dist: Raigad,
Pincode - 410 206.

WHL;

The Joint General Manager - HR
Wockhardt Hospitals Limited.
Wockhardt Towers,
Bandra- Kurl Complex
Bandra (East)
Mumbai - 400051.

27. Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof.
28. This Agreement shall be executed in two counterparts by the Parties. Each counterpart when executed shall be deemed an original of this Agreement and both counterparts shall constitute but one and the same agreement.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE EXECUTED THIS
AGREEMENT ON THE DATE AND PLACE FIRST MENTIONED HEREINABOVE

For,
ITM
IHS College of Nursing
, (ITM)†

Signature: [Signature]
Name: Mrs. Meenal A. Rane
Designation: Principal
ITM IHS College of Nursing
Plot No. 11, Sector - 12, New Panvel,
Raigad - 410 206.



For,
Wockhardt Hospitals Limited.

Signature: [Signature]
Name: Amiya Sahoo
Designation: AVP - HR
Wockhardt Hospitals Limited



WITNESS:

Name : Mr. Kiran S. Rane
[Signature]
Registrar
ITM IHS College of Nursing
New Panvel

Name: Mukul Sharma
[Signature]
Wockhardt Hospitals Limited
Mumbai