

THE MUNICIPAL CORPORATION OF THE CITY OF THANE

FORM "C"

Certificate of Registration under Section 5 of the Maharashtra Bombay Nursing Homes Registration Act. 1949.

(SEE RULE 5)

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Nursing Homes Registration Act. 1949, in respect of M.R.R.CHILDREN'S HOSPITAL (Unit Of This is to certify that Shri/ Dr.Nilesh Singh has been registered under the Bombay

Raptakos Brett & Company LTD.) Situated at Pokharan Road No.1, Vartak Nagar, Thane and has been authorised to carry on the said Nursing Home/Hospital/Maternity home.

Registration No.:- TMC/ZONE- C/627

Date of Registration:- 15.03.2023

Place:-THANE

Date of issue of certificate:- 15.03.2023

This certificate of registration shall be valid up to 31 March 2024

BED- 105

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Health Officer
The Municipal Corporation
Of The City Of Thane

NOTE :-We are giving registration /Renewal Certificate Bombay Nursing Home Registration ACT 1949.it is your responsibility to follow the Act and its amendments. This Registration is given subject to submission of MPCB And Bombay Waste Management certificate for the period valid up to 31 march 2024.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered at Hayi Mumbai on 01.06.2023.

BETWEEN

ITM Institute of Health Science College of Nursing, New Panyel a constituent unit of ITM Group of Institutions having its campus at Plot No. 11, Sector 12, Near Ayappa Temple, New Panvel (E), Navi Mumbai, Raigad District (herein after referred to as "ITM-IHS", 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

MRR Children's Hospital located at 1st Pokhran Road, Shastri Nagar, Thane 400 606, which is a division of Raptakos, Brett and Company Limited, having CIN 2310MH1930PLC002084 a company formed and registered under the Companies Act, 1913, and having its registered office at 253, Dr. Annie Besant Road, Worli, Mumbai-400 030, India and corporate office at 21-A, Mittal Tower, 210, Nariman Point, Mumbai - 400 021, India, (Herein after referred to as "MRRCH", which expression shall, unless the counterpart otherwise admits, include its present office bearers, executors, successors, and assignees) of the Second Part.

MRR Children Hospital is one of the best Pediatric Hospital in the Thane. MRR Children's Hospital is a state-of-the-art super-specialty pediatric hospital started in the year 2023. Pioneered by Raptakos, Brett & Company Limited in partnership with The Hospital for Sick Children, Toronto, MRRCH is dedicated to offering South Asia's most excellent and thoughtful healthcare to Infants & children.

MRR Hospital is Pediatric multispecialty hospital. Brainchild of a 90 years old, Mumbai based infant nutrition company - Raptakos Brett and Company Ltd. Opening in phases with first phase of treatments beginning in March 2022. Pioneers of surgical day care in the sub-continent. Vision of being an outstanding Centre of training and excellence, devoted exclusively to infants and children.

WHEREAS

- 1. The First Party is a Nursing college at New Panvel under the recognition from Maharashtra University of Health Sciences (MUHS), Indian Nursing Council, Maharashtra Nursing Council, & Maharashtra State Government.
- 2. The Second Party is one of the best Pediatric hospitals in the Country, and the aim was to provide quality care & treatment for the infants and children.

3. The First Party is desirous of availing the Training and Internship support at the Hospital of the Second Party for training of its nurses; hence approached the Second Party to allow their students at Nursing College to explore the clinical hospital beds facilities at MRR Children's hospital for providing

clinical training.

of Nursing Plot No.11, Sector New Panvel.

- 4. The First Party confirms that it will be their responsibility to have all statutory affiliation, recognition and certification from Maharashtra University of Health Sciences, Nashik, Maharashtra Nursing Council, Indian Nursing Council, State Government and legal authorities as may be required from time to time as well as recruit Tutors, Teachers and other teaching, technical and administrative staff of their own College of Nursing and create all other facilities to provide academic training of the required curriculum program at their own premises.
- The Second Party has agreed to allow the students at Nursing School/college 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.
- MRRCH and ITM-HIS shall hereinafter be individually referred to as Party and collectively as the Parties as the context may require.
- The parties have thus entered into this Agreement on the terms as recorded hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

- 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 shall notify the Second Party in writing in advance, i.e., one month before the proposed training schedule, about the schedules, timetables and training related activities including clinical examination etc. The Second Party on its sole discretion, may allow and will provide training to the Students of the First Party at MRR Childrens Hospitals Thane. The training will be provided as per the Second Party's schedule of training.
- The First Party shall be responsible for informing the Second Party in case of any changes in decisions concerning training activities-such as change in the schedules if already fixed earlier etc.
- The First Party agrees to post/depute the students continuously for a period of three (3) months in each academic year.
- The Second Party agrees to permit/allow prospective students to undergo training in all departments of the Hospital. This remains the sole discretion of the second party where the students will be allowed.
- 6. 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 agree 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

stablished between the Second Party and students of the First Party.

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NAME OF THE PARTY OF THE PARTY

- 7. This Memorandum of Understanding 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 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.
- The Second Party will not be responsible for any accident, hazards if any happen to the First Party's Students at the hospital site. First Party hereto agrees to indemnify the Second Party in case of any accident, hazards to the interns at hospital site.
- The Second Party reserves its right to alter, reject or change the clinical (practical) training timetables and schedules, to safeguard the interest of the patients, its own training activities, programs, events etc. or without assignment of any reason whatsoever in any unforeseeable circumstances.
- 10. Students of the First Party shall be strictly bound to follow rules, regulations and policies enforced from time to time by the Second Party. The First Party will submit the attendance record/ Physical Record of training on monthly basis to the Second Party.
- 11. Both the parties accepted to constitute a Steering Co-ordination Committee with due representation of Senior Academicians and Practitioners to be monitored from time to time for the clinical training of nursing students. There will be a quarterly meeting held of the Steering Co-ordination Committee till this agreement is in force. The periodic report of the training to be submitted to the Unit Head of the Hospital by the Committee.
- 12. 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 on all responsibilities of students. He/She will be present in the patient area with the students at the time of training period going as per the shift schedule decided respectively. In addition to that Principal of the college will also supervise the activity of Trainee /Students.
- 13. After completion of training, if required their evaluation would be done by the MRRCH/Second Party. If the results are found to be poor, those students will be considered for extended training for some days as decided by the Second Party.
- 14. The First Party shall be responsible for providing I-Card and Uniform to their students and staff members to allow them entry into the premises of the Second Party.

5. The existing nursing staff of the Second Party will support students of the First Party in clinical training and experience. The Staff of the Second Party will cooperate fully with the students in Clinical training. The Second Party shall not be responsible for recruiting any special staff to support any clinical

training for the students.

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ITM-IHS College of Nursing
of No.11, Secretary 206.

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- 16. First Party will not do any such activities/ programs /claim such thing which will bring disrepute/bad name to Second Party & attached institutions
- 17. During campus interview process of ITM IHS, the MRRCH will be given first preference for selection.
- 18. The MOU will not give any right temporary or perpetual on any moveable/immovable / Intellectual assets/facilities or any other objects of Second party to First party by virtue of this agreement.
- 19. This Memorandum of Understanding (MOU) will automatically expire either Party may cancel /terminate this MOU without assigning any reasons 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 First Party or any of its students have acted contrary to the obligations contained in this MOU. The decision of the Second Party in such cases shall be final.
- 20. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India 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., Director for the First Party and the Authorized Signatory of The MRRCH, as Second Party.
- 22. The Parties agree that the terms and conditions of this Memorandum of Understanding 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.
- 23. 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:

The Principal / Registrar ITM-IHS College of Nursing, New Panvel Flyover, New Panvel, Sector 12, Plot No. 11, Near Ayappa Temple, Navi Mumbai, Maharashtra 410206

he MRR' Children's Hospita

artak Nagar,

f Nursing ITM-IHS C New Panvel, Plot No.11, Secti 206. RaigaX

Off Shastri Nagar, Thane West, Thane, Maharashtra – 400606.

- 24. Any provision of this Memorandum of Understanding 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.
- 25. This Memorandum of Understanding 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 MEMORANDUM OF UNDERSTANDING ON THE DATE AND PLACE FIRST MENTIONED HEREINABOVE

1. ITM HS College of Nursing

DR. SANKALPRAO Director
DIRECTOR MINESTES OF Health Scient

New Panvel, Dist : Raigad -10

THS 1HS 1991.

For,

2. Raptakos, Brett and Company Limited

DR.NILESH SINGH Authorized Signatory

WITNESS:

Name: Mrs Meenal Arvind Rane

Signature

ITM IHS College of Nursing New Panyel - Principal

Plot No. 11, Sector-12, New Parvel, Raignd 410 208.

DATE: 01.06.2023

PLACE: Panvel

Name: Dr. Sunita Mairo

Signature

Raptakos, Brett and Company Limited

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