

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered at Mumbai on date 09th July 2018.

BETWEEN

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

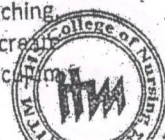
AND

SAMPARC (Social Action For Manpower Creation) , registered under Society ACT 1860 and having its office at Balgram Samparc, Village Bhaje, Railway Station Malavli, Tal. Maval, Dist. Pune - 410405 (herein after referred to as "SAMPARC" which expression shall, unless the counterpart otherwise admits, include its present office bearers, executors, successors and assignees) of the Second Part.

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 Government.
2. The Second Party is engaged in the business of running a Project for children's village and Rural Development Programme & Primary Health Centre / hospital under name and style of SAMPARC.
3. The Second Party is engaged in the business of running "SAMPARC Medical Centre" is providing its health services to poor and needy people of villages of Maval Taluka, District Pune. SAMPARC medical Centre provides services in OPD, IPD, Dental, Pediatric, Medical Mobile Clinic, Dermatology, Pathology Lab and X-Ray services to cater to the needs of the patients.
4. 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 of Nursing College to explore the clinical hospital beds facilities at SAMPARC for providing clinical training.
5. 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 programme at their own premises.

PRINCIPAL
ITM-IHS College of Nursing
Plot No. 11, Sector-12, New Panvel,
Raigad - 410 206.

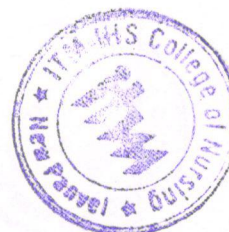


6. The Second Party has agreed to allow the students of Nursing School of the First Party to come to the hospital and get themselves trained using clinical facilities with the help of existing nursing staff of Hospital, for gaining needed Clinical training and experience in Rural part of First Party's territory.
7. The parties have thus entered into this Agreement on the terms as recorded hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

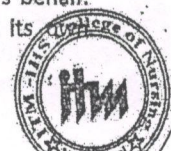
1. The First Party shall be responsible for procurement and maintenance of affiliation and recognition from University, State Nursing Council, Indian Nursing Council and other legal authorities including State Government as may be required from time to time: wherein the Second Party will not be responsible 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 SAMPARC.
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 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 MOU 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 expense without recourse to the other Party.

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Raigad - 410 200.



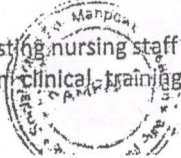
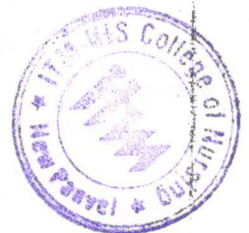
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7. The Second Party will not be responsible for any accident, hazards if any happen to the First Party's Students at the hospital site. Both Parties hereto agree to indemnify each other in case of any accident, hazards to the interns at hospital site. However, the prospective intern shall submit "Nil Indemnification Certificate".
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. 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 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 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 activity of Trainee /Students.
12. The First Party shall form batch of students according to second party work schedule. Maximum ten students per batch can be allowed for the duration of 4 to 6 hrs in a day. First party will agree to send their nursing students in both morning and evening batches as suggested by Second party.
13. The First Party shall pay charges Rs. 300/- per head to Second Party for availing accommodation and food facility for their students. (Accommodation Rs. 150/- and Food expenses Rs. 150/- which includes breakfast with tea, Lunch, Evening Tea & Dinner)
14. The First Party shall have obtained permission from the Second Party for deploying students as per approved schedule.
15. 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.
16. The First Party shall be responsible to provide Identity-Card and uniform to their students and staff members to allow them entry into the premises of the Second Party.
17. 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

PRINCIPAL
ITM-VHS College of Nursing
Plot No. 11, Sector-12, New Panvel,
Raigad - 410 206.



Signature

Signature

coöperate 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.

18. 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 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.
19. This Agreement shall be governed by and construed 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.
20. 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 Center Head of the SAMPARC, as Second Party.
21. The Signatory of this Agreement is having a requisite authority under the constitution of the respective organization to execute this Agreement.
22. Students who are enrolled for the Basic B.Sc Nursing / 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 SAMPARC, as per the terms and conditions agreed upon.
23. The selection criteria for short listing of the candidates may vary from time to time & would be decided by the Second Party alone.
24. 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.
25. 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,
ITM IHS College of Nursing,
New Panvel Flyover, New Panvel, Sector 12,
Plot No. 11, Near Ayappa Temple,
Navi Mumbai, Maharashtra 410206



Signature

Signature



PRINCIPAL
ITM IHS College of Nursing
Plot No. 11, Sector-12, New Panvel,
Raigad - 410 206.

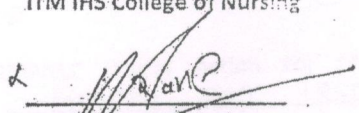
The Director / Chief Operating Officer SAMPARC
Balga.Samparc, Village Bhaje,
Railway Station Malavli, Tal. Maval,
Dist. Pune - 410405.

26. 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.

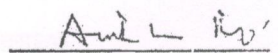
27. This Agreement shall be executed in two counterparts by the Parties. Each counterpart when executed shall be deemed an original of this Agreement and both counterparts shall constitute but one and the same agreement.

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

For,
ITM IHS College of Nursing


Mrs. Meenal Arvind Rane
PRINCIPAL
ITM-IHS College of Nursing
For, Plot No.11, Sector-12, New Panvel
SAMPARC Raigad - 410206



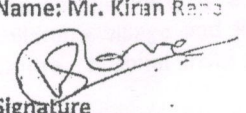

Name: Amitkumar Banerjee
Designation: Founder Director/Secretary - SAMPARC



WITNESS:

Name: Mr. Kiran Rane

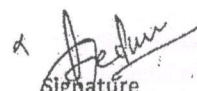
Name: Anuj Singh.


Signature
ITM IHS College of Nursing

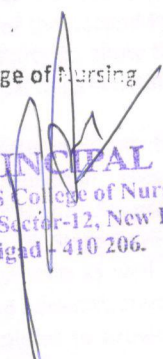
Signature
SAMPARC

Name: Mrs. Naina Kedare

Name: Satish Mali.


Signature
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Signature
SAMPARC


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Plot No.11, Sector-12, New Panvel,
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