

महाराष्ट्र MAHARASHTRA

2021

ZV 863397



MEMORANDUM OF UNDERSTANDING

BETWEEN

AUSRA HEALTH LLP

AND

Seva Mandal Education Society.

SmtSunanda Pravin Gambhirchand College of Nursing.

Smt. Sunanda Pravin Gambhirchand GNM School of Nursing.

Smt. Sunanda Pravin Gambhirchand ANM School of Nursing.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and executed on this 22th April 2022 (22-04-2022) by **AUSRA HEALTH LLP**, A Company having its registered office at Keshava Building, 503, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051

AND

Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing - A College having its registered office at – Address: - 338, Rafi Ahmed Kidwai Road, Matunga, Mumbai, Maharashtra, 400 019, or as mutually

dissolved earlier both the parties or further renewed for a period of 3 years as jointly agreed between both the parties

The "First Party" and the "Second Party" will be referred together as "Parties" hereinafter.

WHEREAS, "Ausra Health LLP" is in the business of Education, Technology Learning, Training, Consulting Healthcare Organization, Healthcare Promotions and Skill Development initiatives.

WHEREAS, "Seva Mandal Education Society, Smt Sunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing" is a Nursing College, which provides affordable education to girls and women's specialised in women empowering.

WHEREAS, the "Parties" agree that the rights and liabilities of each of the "Parties" shall be determined in accordance with their professional expertise and that any third party claim against either of the "Parties" shall not be fixed on the other except as agreed here under;

NOW THEREFORE, in consideration of the mutual covenants and presents herein contained, the parties hereto intend to be legally bound hereby agree as follows:

1. SCOPE OF WORK:

- 1.1.1.** The "First Party (Ausra Health)" will collaborate with the "Second Party (Seva Mandal Education Society, Smt Sunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing)" as a Training and knowledge partner to implement training activities as per their industry requirement.
- 1.1.2.** The "First Party (Ausra Health)" will engage in the activities related to project management, training delivery and certifications.
- 1.1.3.** The "First Party (Ausra Health)" will ensure the training contents are suitable for the trade and update whenever required as per national regulations and standards.

1.1.4. The "First Party (**Ausra Health**)" is expected to do ongoing assessments to deliver effective **ONLINE** training programs, we will be doing **CONTACT CLASS** if required, "Second Party (**Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing**)" has to provide us the classroom for contact classes and necessary equipment's, we will update the progress to the "Second Party (**Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing**)" on a mutually agreed timeline or whenever required. E.g. once every each month.

1.1.5. The "Second Party (**Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing**)" will support the "First Party (**Ausra Health**)" in the entire project engagement cycle.

1.1.6. The "First Party (**Ausra Health**)" and the "Second Party (**Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing**)" will provide joint certificate to the trainees based on the final assessments.

1.1.7. The "First Party (**Ausra Health**)" and the "Second Party (**Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing**)" will follow the business ethics and code of conducts as per the standards.

1.1.8. The "Second Party (**Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing**)" will be responsible for Promotion, Branding Marketing, Admission Process, Fee Collection, Etc., for the said training.

2. REMUNERATION:

It is decided and agreed between the parties that the "First Party (**Ausra Health**)" will provide the "Second Party (**Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing**)" payment.

- (a) The "First Party (**Ausra Health**)" will collect the training fees from the trainees if it is a self-paid project model.

(b) The “Second Party (**Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing**)” will raise a project based invoice in tranche to the “First Party (**Ausra Health**)” along with tax breakup as applicable as agreed mutually by both the parties.

(c) The “First Party (**Ausra Health**)” will pay the “Second Party (**Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing, Smt. Sunanda Pravin Gambhirchand GNM School of Nursing, Smt. Sunanda Pravin Gambhirchand ANM School of Nursing**)” within 30 days from the date of invoice.

3. DISPUTE/ RESOLUTIONS:

Each Party agrees to keep all information concerning this Agreement, which is not in the public domain, confidential (subject to disclosure required by law) and no pre-releases or announcements shall be made in any respect of this agreement herein, without written approval of the Either Party.

That either party shall not be responsible for any business or legal disputes and legal charges that may arise from the business interests of the other party but not related to the Scope and other Terms and Conditions entered into this MOU.

Disputes arising out of the terms and conditions of this MOU will be solved amicably. Disputes arising out of the terms and conditions of this MOU will be solved amicably. If such a resolution is not possible then the unresolved disputes and differences shall be referred to an Arbitrator, to be appointed by the Parties through mutual consent.

The decision of the Arbitrator, will be final and binding on the both the parties. The seat of Arbitration will be Mumbai and the Court of Mumbai will have exclusive jurisdiction over this MOU.

4. EXIT:

Either party may choose to terminate the agreement after completion of the notice period. The notice period will be 3 months or on completion of an ongoing project whichever is earlier.

5. CONFIDENTIALITY

Both parties agree to keep all information obtained through any medium highly confidential.

IN WITNESS WHEREOF, the Parties through their authorized representatives have executed this MOU as of the Effective Date:

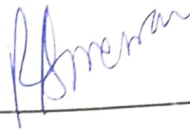
6. PROJECT BASED PAYOUTS AS MENTIONED BELOW

- 20 % of the project cost excluding GST if project funds sourced by Seva Mandal Education Society, SmtSunanda Pravin Gambhirchand College of Nursing
- 80 % of the project cost excluding GST if project funds sourced by AUSRA Health LLP

Signature of Memorandum of Understanding (MOU)


1. Name: **Dr. Rasika Taskar Birewar:**

Director
For AusraHealth LLP
BKC, Mumbai -400051

Signature: 

2. Name: **Dr. Dilip R Trivedi**

President
Seva Mandal Education Society's
Matunga, Mumbai -400 019

Signature: 

3. Name: **Dr. Bharat M Pathak**

Hon. Secretary
Seva Mandal Education Society's
Matunga, Mumbai -400 019

Signature: 



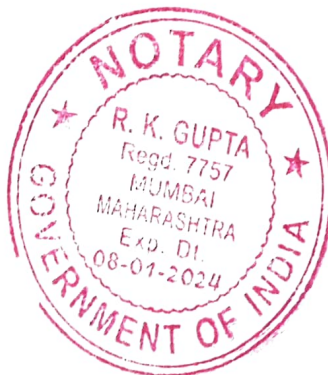
4. Name: **Mrs. Shilpa Shettigar**

Principal
For Seva Mandal Education Society's
Smt Sunanda Pravin Gambhirchand College of Nursing,
Smt. Sunanda Pravin Gambhirchand GNM & ANM
School of Nursing
Matunga, Mumbai 400 019


Signature: 




DNYANESHWAR VASANT KALE
B.A., LL.B.
ADVOCATE HIGH COURT MUMBAI
MAH - 3581 - 2004
Address: 502, Keshavnagar, Kalwade, Sewree, Mumbai - 400 015.



ATTESTED BY ME


R. K. GUPTA
Regd. No. 7757 B.A., LL.B.
ADVOCATE AND NOTARY
GOVT. OF INDIA
Add. J. M. Nagar, S. M. Rd., Kokri Agar
Stn., Koliwada, Mumbai-400 037

LOGISTIC REQUIREMENTS FOR THE PROGRAMS

APPX A

Course wise list of Consumables and Non consumables for AUSRAVenti course

COURSE NAME	NAME OF THE EQUIPMENT
 <p>AUSRA VENTI (AIRWAY MGT, OXYGEN THERAPY & VENTILATOR)</p> <p>08 hours</p>	
	1. Pulse Oxymeter
	2. Oxygen Flow Meter
	3. Portable Oxygen Tank
	4. Portable Oxygen Concentrator
	5. Nasal cannula
	6. Oxygen Mask
	7. Non Rebreather Mask
	8. Venturi Mask
	9. CPAP Machine
	10. BiPAP
	11. Bag Valve Mask (Ambu Bag)
	12. ET Tubes
	13. Tracheostomy Tube
14. Laryngeal Mask Airway	

14. Mechanical Ventilator

15. Breathing Circuits

16. Airway(Guedel)

17. Tongue Depressor(Steel)

18. Laryngoscope

19. Suction Catheters

Misc Items

Mannequin

Stretcher



Appx B

List of Consumables and Non Consumables for course on First Aid + BLS

COURSE NAME	NAME OF THE EQUIPMENT
<p>First Aid + BLS</p> <p>05 hours</p>	1. First Aid Manual
	2. Thermometer
	3. Crep Bandages ("3", "6") 1 each
	4. Cotton roll - 1
	5. Small, Medium and Large Sterile Gauze Dressings (4" * 4")
	6. Adhesive tape
	7. Bandage Roll - 2 packs
	8. Triangular Bandage
	9. Scissor – 1
	10. Tweezer -1
	11. Band Aid (Water Proof) -5
	12. Soframycin Ointment – 1 small
	13. Betadine ointment – 1 small
	14. Calamine Lotion – 1 Small Bottle
	15. Dettol – 1 small bottle
	16. Micropore -4" - 1



17. Paracetamol 650 mg tab – 1 strip

18. ORS – 2 packs

19. Pan D tab- 1 strips

20. Imodium tab – 1 strip

21. Allegra Tab – 120 mg – 1 strip

22. Mask – 2 disposables

23. Clean Gloves – 4 pairs

24. Sanitizer – medium size – 1

25. Small Pen Torch

26. Hand wash – 1 small

27. Safety Pin (Small & Large)

28. Alcohol Free Cleansing Wipes – 1 Pack

29. Pocket mask for CPR

30. Instant Ice Pack

31. Burnt Gel

32. Antiseptic spray

33. Pain Relief Spray

34. Pulse Oximeter

.Glucometer Strips

Misc Items

Mannequin

Garbage bag

Stethoscope

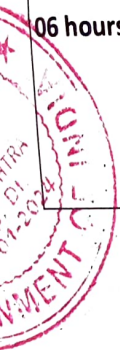
Distilled Water



Appx C

List of Consumables and Non Consumables for course on First Aid + BLS

COURSE NAME	NAME OF THE EQUIPMENT
ECG RECORDING AND REPORTING 06 hours	1. Electrodes (sensors)
	2. Gauze and skin preparation (alcohol rub) solution.
	3. Razors or clippers or a roll of tape (for hair removal)
	4. Skin adhesive
	5. ECG paper.
	6. ECG Machine



Appx D

List of Course, Fees & Certification

• **OFFLINE:-**

Sr. No.	Workshop Name	Duration	Fees per Student	Certification	Certification (Extra)
1.	AUSRA Venti	08 hours	1450 INR + GST	ESSCI	450 INR + GST
2.	ECG- Recording and Reporting	06 hours	1000 INR + GST	ESSCI	450 INR + GST
3.	First Aid + BLS	05 hours	450 INR + GST	All India Local Self Government	----

