

एक सौ रुपये

Rs. 100

100

ONE HUNDRED RUPEES



भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2023

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
- 8 AUG 2023
सक्षम अधिकारी

श्रीमती सुपना चव्हाण

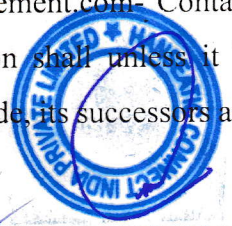
This Memorandum of Understanding (MOU) is entered on 18th May 2023 between:

Smt. Sunanda Pravin Gambhirchand College of Nursing, under Seva Mandal Education Society: A Trust registered with the office of the Charity Commissioner, Mumbai, Maharashtra having its registered office at 338, R.A. Kidwai Road, Matunga (E), Mumbai- 400019, Email id: smes6127003@gmail.com, contact no: 91-022-24095792 affiliated to the Maharashtra University of Health Sciences, Nashik (hereinafter referred to as "SSPG" which expression shall, unless it be repugnant to the context or meaning thereof shall mean and include the trustee or trustees for the time being, survivors or survivor of them and the heirs, executors and administrators of the last survivor)

AND

Hanseatic Connect India Private Limited., a company registered and operating under Companies Act, 2013 having its registered office at 501, Olympia, Hiranandani Gardens, Powai, Mumbai - 400 076, India Email address: sankalp.shukla@bs-shipmanagement.com - Contact: 91-022-40017300 (hereinafter referred to as the "HC" which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include, its successors and permitted assigns).

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create any rights, benefits, and/or trust responsibilities by or between the Parties

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SSPG and HC may hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

1. HC ensures recruitment is conducted in accordance with the principles of transparency, fairness and compliance with international law and ethical operations. HC promotes diversity and provides individual attention and personal support to candidates and applicants throughout the recruitment process. Maintains professionalism, integrity and commitment to business partners and international staff ensures a sustainable, long-term partnerships and successful cooperation.
2. SSPG operates and manages a nursing college in Mumbai Maharashtra.
3. HC has begun its work in the healthcare recruitment and hiring international job seekers and has approached SSPG to be HC partner for the Informative sessions and counselling and guidance about job in Germany Healthcare system, recruitment and hiring of aspirant nursing students and alumni of their college and SSPG has agreed to provide the same on the terms and conditions set forth thereinafter.

1. **Aim of MOU:**

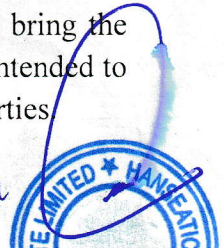
To develop and strengthen the job opportunities for the student nurses and trained nurses(alumni) for recruitment in the hospitals in Germany, Nursing homes, Clinics as per their areas of interest of work place and specialty.

2. **Objectives of MOU:**

- a) To be committed to fair and ethical recruitment and placement practices, to the "employers pay" principle ensuring no recruitment fees or related costs are charged to, or otherwise borne by our International Medical staff/recruited workers or applicants.
- b) We aim to promote the guiding principles expressed by the WHO Code of Conduct for the International Recruitment of Healthcare Professionals. We acknowledge the ethical principles to be applied in the international recruitment of health workers by respecting the rights and obligations of the countries of origin and destination, as well as of the migrating health workers.
- c) To respect the laws of the countries in which we do business and expect this requirement equally from our business and cooperation partners.
- d) To inculcate and enhance a passionate service attitude among the students and alumni aiming to work in Germany.
- e) To create opportunities for the development of their competitive skills with special emphasis on Nursing skills.
- f) To facilitate exposure to high standard international healthcare facilities in Germany.
- g) To have an ongoing collaboration for guidance counselling informative sessions for recruitment opportunities and students career development.
- h) The Parties shall work together in a cooperative and coordinated effort to bring the achievement and fulfillment of the purpose of the MOU. This MOU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties

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3. Proposed Modes of Collaboration:

The Parties propose to collaborate in the following manner:

- a) SSPG will execute its responsibilities as a training and guiding partner.
- b) HC intends to provide its available job opportunities to the students of SSPG.
- c) Co-operation, mutual support, and conduction of various informative sessions and job recruitment activities.
- d) Any other appropriate mode of interaction agreed by and between both the Parties.

4. Duration of the Programme & MOU:

- a) Duration: 1-2-hour informative session and registration whenever possible and on demand as per need of both the parties.
- b) The MOU shall be in effect from the date of its execution up to 10 years ("Term"), unless terminated earlier in accordance with the MOU. The MOU shall be further extended for such a period as mutually agreed between the Parties.
- c) Either Party may terminate the MOU at its convenience without being required.
- d) To provide reasons thereof, with a 30 days' notice in writing to the other Party provided ongoing process of the recruitment for already selected candidates.
- e) Subject to completion of ongoing recruitment process, either Party may terminate the MOU if the other Party is in breach of any of its obligations, representations, or warranties, which in the case of obligations has not been remedied by the breaching Party within 15 days of it being notified in writing by the other Party.
- f) Parties shall be discharged of their rights and obligations under the MOU on termination save those rights and obligations that have accrued on or prior to the date of termination or which thereafter may accrue in respect of any act or omission prior to such termination, and, notwithstanding termination
 - i. the provisions which are intended by their very nature to survive shall continue to apply;

5. Terms & Conditions:


- a) The cost of infrastructural utility including the use of room shall be borne by SSPG INE (institute of nursing education).
- b) The documentation of application, Recognition process, Visa Application of the selected candidate's responsibility remains with HC.
- c) The informative sessions & guidance counselling, recruitment and other rules and regulations relating to the hiring of candidates shall be mutually decided by Parties from time to time.

6. Confidentiality:

Parties shall hold in confidence all information/data/ records obtained by either of them during the exposure during the recruitment process, training and informative sessions and shall not disclose any of the material facts relating to the MOU to any third party. The MOU will stand terminated in case of violation of confidentiality. It is clarified that both Parties can publish the arrangement between the Parties for the promotion of students placement/ Nursing Job opportunities or for other marketing purposes without disclosing the terms of this MOU.

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7. Co-ordinators:

The responsibility for organizing and conducting the informative session and application process shall be the responsibility of the coordinators of both Parties.

8. Representations and Warranties

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

9. Indemnity

Both parties agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

10. Limitation of Liability

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

11. Entire Agreement

The MOU constitutes the entire agreement between Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, and undertakings in respect hereof.

12. Amendments

No variation of or amendment to any term of the MOU shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each Party.

13. Cumulative Rights

Except as expressly provided herein, the rights, powers and remedies provided herein are cumulative and not exclusive of any rights, powers or remedies provided by law.

[Handwritten signatures and a circular blue stamp with the text 'HANSATE LIMITED' are visible at the bottom right of the page.]

14. Arbitration, Dispute Resolution and Governing Law

Any dispute, controversy or disagreement arising hereunder or in connection with the MOU ("Dispute") which is not settled by the Parties by mutual discussions within 15 (fifteen) days of a request by either Party for settlement, or within a mutually extended period, such Dispute may be submitted to arbitration in accordance with the provisions set out herein. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment or re-enactment thereof and the rules made there under. The venue of Arbitration shall be Mumbai and the arbitration proceedings shall be in the English language. The MOU shall be governed by and construed in accordance with the laws of India. Parties unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent courts of Mumbai to the extent reference to courts is permitted under the Arbitration and Conciliation Act, 1996.

15. COUNTERPARTS

Parties shall execute this MOU in counterparts, each of which shall be an original and counterparts taken together shall be deemed to constitute one and the same MOU.

IN WITNESS WHEREOF the parties herein have put their respective hands to this writing on the day and year first hereinabove written.

Date: 18-05-2023

Place: Mumbai.

1. Dr. Dilip R. Trivedi
President
Seva Mandal Education Society
Matunga, Mumbai-400 019

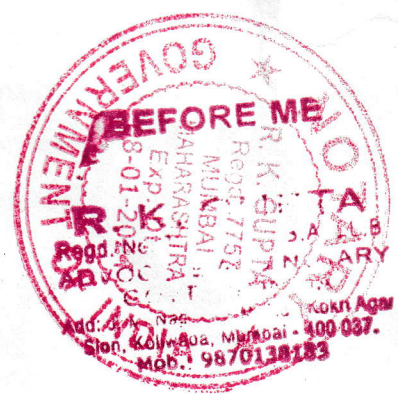
Executed by
For and on behalf of
Hanseatic Connect India Private Limited

Mr. Sankalp Shukla
Managing Director
DIN: 07737910

2. Dr. Bharat M. Pathak
Hon. Secretary
Seva Mandal Education Society
Matunga, Mumbai-400 019

Mr. Deepak Degadwala
Director
DIN: 01811195

3. Mrs. Shilpa A. Shettigar
Principal
Seva Mandal Education Society's
Smt. Sunanda Pravin Gambhirchand
College of Nursing
Matunga, Mumbai-400 019



BEFORE ME

R. K. GUPTA
B.A. LL.B.
Notary Public
Mumbai