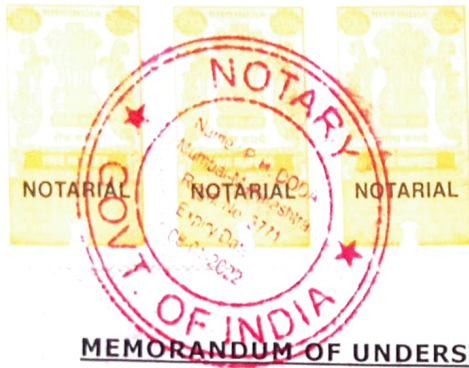


MAHARASHTRA

2021

YZ 505801



प्रधान मुद्रांक कार्यालय, मुंबई
प.बु.दि.क्र. ८०००००९
10 AUG 2021
सक्षम अधिकारी

श्री. सी. टि. आवेकर

**MEMORANDUM OF UNDERSTANDING FOR CONDUCTING FREE TRAINING
SKILL PROGRAM & PLACEMENT FOR NEEDY AND DESERVING
CANDIDATES**

Memorandum of Understanding executed at MUMBAI this 1st day of July, 2021.

BETWEEN

HUMANITARIAN WELFARE AND RESEARCH FOUNDATION, a Non-Governmental Organization incorporated under the Bombay Public Trust Act, 1950, having its registration No. e-27165/2010 Mumbai, registered office at 16, Ground Floor, Dosti Neptune, C.H.S. A/141, Dosti Estate, Shaikh Mistry Road, Wadala (E), Mumbai 400 037, through their trustee MS. CHRISTINE SWAMINATHAN, hereinafter referred to as party of "FIRST PART";

AND



Seva Mandal Education Society, a Non-Governmental Organization incorporated under the Bombay Public Trust Act, 1950, vide registered No. F-1917 Mumbai having its registered office at Plot No 338, Smt. ShardabenChampaklalNanavati Institute of Polytechnic, R.A. Kidwai Road, Matunga, Mumbai -400019 through its Hon. Secretary Dr.Bharat Pathak hereinafter referred to as party of the OTHER PART;

WHEREAS:

(a) The first part inter alia is engaged in the field of Education, WomenEmpowerment, Vocational TrainingMedical, cultural, AwarenessDrive sport etc. and often try to different events for the uplift topoorer and encourage the different sections of the society withoutany sole interest to provide education and arrange various othermotivating competitions of different types like Body BuildingCompetition, Cycling Competition andvarious other sportscompetition for encouraging the sports persons in the society, implementing Skill development schemes for the needy and the deserving citizens(hereinafter referred as "**the principal**" of the First part):

(b) This time the first part decided to come up with to implementgovernment project with title "Skill Development Project" along withthe objective to train the underprivileged, unemployed, unskilled, semi-skilled in a state of art technology and making them skilled andemployable. To provide them an opportunity, in the healthcare industry, towork or to start their own micro enterprises with great results andbuilding success stories; and

(c) The College of Nursing, under the Seva Mandal Educational Society, has been providing qualityhealthcare education to all the students seeking to shape their career in Healthcare. They have been expanding their capacity in a timely manner and have become one of the leading educational institutions.

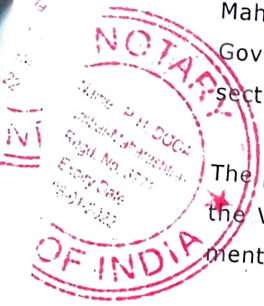
AND WHEREAS

The First part has agreed to collaborate with the Second Part in conducting the Skill Development Courses designed under the prestigious Chief Minister MahaArogyaKaushalyaVikasPrashikshan Program. This initiative is taken by the Government of Maharashtra to build the human resource capacity in the healthcare sector in the state of Maharashtra.

The period of agreement shall be for the period till the Second Part is designated as the Vocational Training Institute (VTI) for conducting the courses under the above mentioned scheme.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETOAS FOLLOWS:-

1. The Party of the First Part shall run the Chief Minister Maha Arogya Kaushalya Vikas Prashikshan Karyakram under Maharashtra State Skill Development Society for the students jointly with the Second Party.
2. "The Party of the Second part" shall provide space/ premises and other deliverables as outlined in the program and in consensus and mutually agreed by the FIRST PART with prior written permission from the party of the Second Part.
3. The party of first part shall perform following acts;
 - (a) The first part will make arrangement to get affiliation from concern department to conduct the program.
 - (b) To take admission of students and/or applicants as per the norms of government/tender.
 - (c) To make Necessary arrangement for promotion, advertisement for conducting the said project.
 - (d) To make necessary arrangement to conduct the class.



- (e) A committee will be formed with 2 members each from the First and Second Part to deal with accounts and administration of the courses running in the institute of Second part.
- (f) Facilitate and execute the recruitment process of the certified candidates as per the norms set forth by the Government.

4. SMES College of Nursing shall render services as under:

- (a) To provide class rooms as per requirement of first part on mutual agreement to the Party of the First Part to conduct the training as per the guidelines outlined by the Skill Department.
- (b) To provide qualified trainers as per the requirement outlined by the Skill Department.
- (c) To create quality content as per the curriculum outlined by the skill department for the courses.
- (d) To give On Job Training for the students attending the course, in their hospital premises.
- (e) To render all assistance for promotion relating to skill training project.
- (f) The party of the Second Part shall provide necessary letters required by various agencies for acquiring permissions for the smooth conduct of the project;

(g) To provide all advice and assistance within its power in any matter relating to the class room, mobilization of student for training, assessment and Recruitment.

(h) To allow the concerned Governmental Authorities to visit the hospital premises for inspection time to time.

5. In consideration of the assistance to be rendered by the SMES College of Nursing, the Party of the First and the Second Part agrees to split the profit derived in the project (after deducting all expenses) in a 50-50 arrangement.

6. The remuneration derived from the course will be received in the bank account of the Second Part as per the payment milestones prescribed by the Government of Maharashtra. The Party of the Second Part agrees to pay the Party of the First Part, 50% of the profit derived in each milestone, within 7 days of the receipt of the payment from Government of Maharashtra (MSSDS).

7. It is a joint responsibility of the parties of the First and the Second Part to regularly review the profit and loss statement which will be considered as the referring documents for the disbursement of payments by the party of the Second Part to the party of the First Part.

8. It is agreed between the parties that the first part and the second part has agreed to abide by the terms and conditions of the present memorandum of understanding.

9. In case of any dispute touching this contract, the Courts at Mumbai alone will have jurisdiction.

IN WITNESS WHEREOF the parties have executed these presents on the day and year first hereinabove written.



THE SIGNED AND SEAL OF the
**Humanitarian Welfare and Research
Foundation Through its trustee
MS. CHRISTINE SWAMINATHAN**

Signature

In the presence of _____

THE-SIGNED AND SEAL OF the

**DR. BHARAT M. PATHAK
HON. SECRETARY
SEVA MANDAL EDUCATION SOCIETY**

Signature

In the presence of _____

**MRS. SHILPA A. SHETTIGAR
PRINCIPAL INCHARGE
SMT. SUNANDA PRAVIN GAMBHIRCHAND
COLLEGE OF NURSING**

In the presence of _____



Attested by me

PRAKASH H. DOOA
B.A., LL.B.
Advocate High Court,
Notary Government of India
B, Kondaji Bldg. No. 3,
Behind Tata Hospital, Parel,
MUMBAI-400 012.