

महाराष्ट्र MAHARASHTRA

2022

47AA 020073



Memorandum of Understanding (MOU)

श्री. जे. पी. वार्डकर

This Memorandum of Understanding (MOU) is entered, on Tuesday, 6th June 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, 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

The Trainer Tribe (TTT)., develops, administers, and trains for globally well-known IELTS and OET worldwide having its registered administrative office at Mira Road, Thane, 401107. and Corporate Centre at Slated Insights Pvt. Ltd, Manganam PO, Kerala-686018 (hereinafter referred to as the "TTT" 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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SSPG and TTT may hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- 1. TTT ensures training for IELTS and OET tests. It promotes diversity and provides individual attention and personal support to candidates and applicants throughout the training process. Maintains professionalism, integrity, and commitment to business partners and international staff ensuring sustainable, long-term partnerships and successful cooperation.
- 2. SSPG operates and manages a nursing college.

1. Aim of MOU:

To develop, administer and train student nurses and trained nurses(alumni) to score in IELTS or OET as per their interest area of workplace and specialty.

2. Objectives of MOU:

- a) We aim to promote the guiding and training center for the globally well-known IELTS and OET tests worldwide. 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 and the migrating health workers.
- b) To respect the laws of the countries in which we do business and expect this requirement equally from our business and cooperation partners.
- c) To inculcate and enhance a passionate service attitude among the students and alumni aiming to work globally.
- d) To create opportunities for the development of their competitive skills with special emphasis on Nursing skills.
- e) To collaborate on guidance counseling informative sessions for training and recruitment opportunities and students' career development.

3. Proposed Modes of Collaboration:

The Parties propose to collaborate in the following manner:

- a) TTT will execute its responsibilities as a training and guiding partner.
- b) SSPG will provide physical facilities to the partner.
- 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 days per week informative session and registration whenever possible and on-demand as per need of both 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 an ongoing process of the recruitment for already selected candidates.
- e) Subject to completion of the 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 the provisions which are intended by their very nature to survive shall continue to apply.

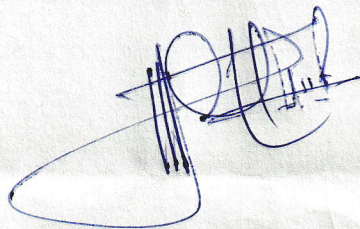
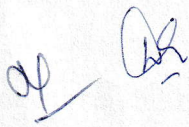
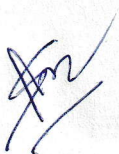
5. Offerings by TTT to partner:

As a Learning center of the Trainer Tribe, the Partner will be able to:

1. Quickly set up the value-added training in the premises.
2. Enjoy the benefits of the profit-sharing proposition.
3. Leverage the advantages of owning & displaying renowned brands and sub-brands.

6. Terms & Conditions:

- a) Both Parties shall Cooperate during the process of training at service level agreements
- b) The cost of infrastructural utility including the use of room shall be borne by SSPG INE (institute of nursing education).
- c) The informative sessions & guidance counseling, recruitment and other rules and regulations relating to hiring candidates shall be mutually decided by Parties from time to time.



7. Confidentiality:

Parties shall hold in confidence all information/data/ records obtained by either of them during the exposure during the training process 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 Job opportunities or for other marketing purposes without disclosing the terms of this MOU.

8. Payments/ Financial terms: The condition of payment will be conveyed as and when it is updated and required.

9. Co-ordinators:

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

10. 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.

11. 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.

12. 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.

13. 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.

[Handwritten signatures and initials in blue ink]

14. 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.

1. Name & Address of Witness

2. Name & Address of Witness

Date: 06-06-2023

Place: Mumbai.

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

Jimbssa V Abraham
Director
The Trainer Tribe

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

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



BEFORE ME

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