



महाराष्ट्र MAHARASHTRA

2022

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समान मूल्यक कार्यालय, मुंबई
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- 5 DEC 2022
सहस्रक अधिकारी

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered, on **Wednesday, 1st March 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

Celleure Cancer Centre Pvt Ltd, PAN AAHCC2532P, operates chain of day care Cancer centers under the trade name Mumbai Oncocare Centre having its registered office 1st Floor, Khodiyar Apartment, Daulat Nagar, Road no. 6, Borivali (East) Mumbai - 400 066 India, (hereinafter referred to as the "MOC" which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include, its successors and permitted assigns)

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

(Handwritten signatures of the parties)

WHEREAS:

1. MOC is a leading provider of Cancer Care treatments and currently manages dedicated hematology and Oncology day care centers located in various cities and is desirous of starting the Oncology Nursing Management Certificate course.
2. SSPG operates and manages a nursing college.
3. MOC has begun its work on the academic certification and training of nurses for the MUHS, NAAC, NSDC and NHCA-affiliated Nursing Oncology Certification and has approached SSPG to be MOC training partner and SSPG has agreed to provide the same on the terms and conditions set forth thereafter.

1. **Aim of MOU:**

To develop and strengthen the availability of nurses in the Oncology specialty.

2. **Objectives of MOU:**

- a) To develop a cadre of effective oncology specialty nurses.
- b) To enhance sharing of knowledge, skills and experiences amongst students and teaching faculties by experts from Oncocare.
- c) To facilitate maximum and the fullest utilization of resources such as the expert skills of teaching faculty, for the provision of oncology management skills training.
- d) To inculcate and enhance a passionate service attitude among the students caring for cancer patients.
- e) To create opportunities for the development of their competitive skills with special emphasis on Nursing skills.
- f) To facilitate exposure to updated healthcare facilities in oncology.
- g) To have an ongoing collaboration for teaching and clinical exchange.

3. **Proposed Modes of Collaboration:**

The Parties propose to collaborate in the following manner:

- a) SSPG will execute its responsibilities as a training partner.
- b) MOC will provide its experts and clinical field exposure to the students of SSPG.
- c) Co-operation, mutual support, and conduction of various health activities related to oncology.
- d) Any other appropriate mode of interaction agreed by and between both the Parties.



4. Duration of the Programme & MOU:

- a) Duration: 1 month (Crash course) / 6 months (Fellowship course for all BSC & GNM nurses).
- b) The MOU shall be in effect from the date of its execution up to 25 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 training courses are completed.
- e) Subject to completion of ongoing courses, 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;
 - ii. any amounts due and outstanding by a Party to the other Party shall become payable immediately on termination and;

5. Terms & Conditions:

- a) Both Parties shall jointly develop the course and syllabus.
- b) The cost of infrastructural utility including the use of room shall be borne by SSPG INE (institute of nursing education).
- c) SSPG INE will facilitate getting the course registered in MNC (Maharashtra Nursing Council / MSBNPE. (Maharashtra State Board of Nursing and Paramedical Sciences).
- d) The Parties are free to arrange sponsors for part or the whole of the Programme.
- e) The course certificate shall be issued by MOC.
- f) Registration for course enrollment mentioning the student capacity will be circulated by MOC on a half-yearly basis.
- g) The method of training and other rules and regulations relating to the training of students 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 in the Clinic 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 Nursing Courses or for other marketing purposes without disclosing the terms of this MOU.

7. Co-ordinators:

The responsibility for organizing and conducting this course shall be the responsibility of the coordinators of both Parties.

8. Fee Structure:

The fee structure for the said course shall be mutually decided by the Parties from time to time. Presently, Parties shall share the Fees as follows:

MOC – 50% & SSPG – 50%

9. 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.

10. Amendments

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

11. 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.

12. Arbitration, Dispute Resolution and Governing Law

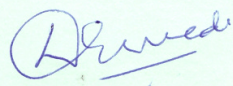
Any dispute, controversy or disagreement arising hereunder or in connection with the MOU (“Dispute”) which is not settled by the Parties by mutual discussions within 15 (fifteen) days of a request by either Party for settlement, or within a mutually extended period, such Dispute may be submitted to arbitration 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.

13. COUNTERPARTS

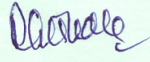
Parties shall execute this MOU in counterparts, each of which shall be an original and counterparts taken together shall be deemed to constitute one and the same MOU.

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



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



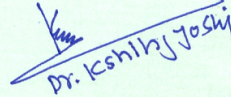
2. Dr. Bharat M. Pathak
Hon. Secretary
Seva Mandal Education Society
Matunga, Mumbai-400 019



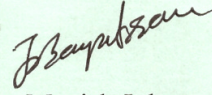
3. Mrs. Shilpa A. Shettigar
Principal
Seva Mandal Education Society's
Smt. Sunanda Pravin Gambhirchand
College of Nursing
Matunga, Mumbai-400 019



2. Name & Address of Witness



1. Dr. Kshitij Joshi
Director, Medical Oncologist
Cellcure Cancer Centre Pvt. LTD.



2. Mr. Manish Jobanputra
COO
Cellcure Cancer Centre Pvt. LTD.



3. Dr. Nikhat Shaikh
Head - Clinical Operations &
Quality (Pan India)
Cellcure Cancer Centre Pvt. Ltd



Date: 01/03/2023

Place: Mumbai