

**MEMORANDUM OF UNDERSTANDING
BETWEEN
KEDMAN Skilled India Foundation &
BHARATI VIDYAPEETH COLLEGE OF NURSING, PUNE**

This Memorandum of Understanding (this "MOU") is made and entered into on the 23/03/2023 by and between:

First Party:

"KEDMAN Skilled India Foundation, One (BAANI), Unit no#804, floor B, 1 Golf course road, Sector 5C, Gurgaon-122011, Haryana, India"

Second Party:

Bharati Vidyapeeth (Deemed to be University) College of Nursing, Dhankawadi, Pune-411043

Background:

The First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the **Two- Months General Duty Assistant (GDA) Training Programme/Nursing Care training by KEDMAN Skilled India Foundation under the banner of Project Pragati - Honda Cares for Community (by Honda India Foundation)**.

The First and Second Party desire to enter into an agreement between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

Purpose & Scope

1. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that Parties have agreed upon, if applicable. The obligations of the Parties will end on July 2023
2. As further outlined below, both parties will collaborate on the following:
 - a. Implementation of Two- Months General Duty Assistant (GDA) Training Programme/Nursing Care devised by Association of Healthcare Providers India (AHPI) for untrained and uncertified GDA/Housekeeping staff/support staff and fresh nursing staff within the hospital ecosystem via digital mode without disturbing any work schedule
 - b. Employment is to be provided for trained and certified trainees under project Pragati, in that case trainees who have cleared the training compliance should be honoured with an offer letter after successful completion of modules and assessment



**KEDMAN Skilled India
foundation**

Company registered under section 8 of the companies act 2013

Registered Address:

1007, KLJ Tower, 10th floor, Netaji Subhash Place, Pitampura, Delhi-110034
Tel: +91 011 27357454, Email: info@kedman.in, CIN: U8080221PL2010NPLZ209964

Corporate Office: One (BAANI), Unit No. # 804, Floor 8, 1 Golf Course Road, Sector 56, Gurugram-122011, Haryana, India, Tel: +91 124 4415131



The Parties Obligations

3. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

Cooperation

4. The Parties represent that they have unique, specialized expertise that they will draw upon to meet the objectives of the Project.
5. The First Party will use the following unique experiences and expertise to further the objectives of the Project:
 - a. Login credential for the participants for the course content (Trainee & Trainer details)
 - b. Online Content and Back-end IT support for successful completion of the Project
6. The Second Party will use the following unique experiences and expertise to further the objectives of the Project:
 - a. Registration of the participants on kedskills portal
 - b. Training of the Trainee as per the Prescribed Project Content with the given schedule
 - c. Daily implementation report to the officials of Honda India Foundation regarding attendance and Pictures of the training sessions
 - d. Ensuring that students are completing the daily module of the project
 - e. Giving interview opportunity followed by trainee selection and issuance of offer letter

Responsibilities

7. The First Party shall undertake the following activities under this MOA:
 - a. Login credential for the participants for the course content (Trainee & Trainer details)
 - b. Online Content and Back-end IT support for successful completion of the Project
8. The Second Party shall undertake the following activities under this MOA:
 - a. Registration of the participants on kedskills portal
 - b. Training of the Trainee as per the Prescribed Project Content with the given schedule
 - c. Daily implementation report to the officials of Honda India Foundation regarding attendance and Pictures of the training sessions
 - d. Ensuring that students are completing the daily module of the project
 - e. Giving interview opportunity followed by trainee selection and issuance of offer letter

Resources

9. The Parties will endeavour to have final approval and secure any financing necessary to fulfil their individual financial contributions at the start of the Project.



10. The First Party agrees to provide the following material, financial, and labour resources in respect of the Project:
 - a. Orientation of the Programme to the Trainers
 - b. Online Course module and Back-end IT Support
 - c. Rs. 2000 per candidate of the Concerned organization completing training and Certificate & Rs. 20000 as a fee for trainer and Coordinator of the Concerned organization
 - d. Advertisement display Material pertaining to the Project
11. The Second Party agrees to provide the following material, financial, and labour resources in respect of the Project:
 - a. Provide 50 Participants for this Training Programme along with a Trainer and Coordinator

Communication strategy

12. Marketing of the Project should always be consistent with the aims of the Project and only undertaken with the express written agreement of both Parties.
13. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.
14. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Dispute Resolution

15. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be: **[mediated in an attempt to resolve any and all issues between the Parties]**

Assignment

16. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

Amendment

17. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

Termination

18. This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose & Scope" section. See attached Exhibit of timeline and list of objectives for the Project, if applicable.

Prior Memorandum Superseded

19. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.



Understanding

20. By signing this MOU, both Parties of this MOU mutually agree and understand that:
- Each Party will take finance and legal responsibility for the actions of its representatives.
 - Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.

Severability

21. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

Authorization and Execution

22. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.
23. The MOU shall be signed by:


First party Authorised Signatures







CEO of KEDMAN
Mr. Rajiv Mathur

Second party Authorised Signatures





Incharge Principal of
Bharati Vidyapeeth College of Nursing
Dr. Bhagyashree Jogdeo
I/C Principal
Bharati Vidyapeeth (DU)
College of Nursing, Pune-43



Vice Principal of
Bharati Vidyapeeth College of Nursing
Dr. Suresh Kumar
VICE PRINCIPAL
Bharati Vidyapeeth
(Deemed to be University)
College of Nursing, Pune - 43