



महाराष्ट्र MAHARASHTRA 2023 84AA 099473

कारणासाठी श्यामो मुद्रांक खर्ची केला त्याची त्याच कारणासाठी
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 पत्ता.....
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 इसले व्यक्तीचे नांव व रक्कम.....

सौ. मंगल अरुण नोवले
 स्टॅम्प वॉर्डर
 परवाना क्र. 2204104
 मार्ग नं. २२ चंडर लिटी बायज, पुणे

06 DEC 2023
 प्रथम मुद्रांक लिपीक
 कोषागार पुणे करिता

MEMORANDUM OF UNDERSTANDING

SHANTIBAN OLD HOME, a registered trust having its registered office at Trilok Society, Motiram Nagar, Warje, Pune, Maharashtra 411058 India (here in after referred to as "SOH" which expression shall unless it be repugnant to the context or meaning there of mean and include its successors, administrators, authorized representatives and permitted assigns). Shantiban Old Age Home is a compassionate and dedicated facility that provides a nurturing and comfortable environment for senior citizens in their golden years.

And

NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

1. PURPOSE AND OBJECTIVES
 - 1.1. SOH desires to create a precedent by offering suitable and pertinent for elderly care & support need

Bharati Vidyapeeth (Deemed to be University) College of Nursing, Dhankawadi Pune having its registered address at Dhankawadi, Pune – 411043 (here in after referred to as “**BV(DU) CON**” which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, administrators, authorized representatives and permitted assigns). Bharati Vidyapeeth (Deemed to be University) College of Nursing, Dhankawadi, Pune has established itself as one of the leading academic centres in Nursing Sciences , patient care and first private college in Maharashtra.

This Memorandum of Understanding (hereinafter referred to as “**MOU**”) has been agreed, made and executed on this, the 15th December , 2023 at Bharati Vidyapeeth (Deemed to be University) College of Nursing, Pune-43

(SOH and **BV(DU) CON** shall here in after be collectively referred to as the “**Parties**” and individually referred to as “**Party**” in this MOU)

WHEREAS:

- i) **SOH** is a public charitable trust registered under the Indian Trust Act, reg. no. F44573/ Pune aim is to enhance the quality of life for elderly individuals by offering them personalized care, support, and companionship, to understand the unique needs and challenges that come with aging, to strive to create a warm and homely atmosphere where seniors can feel valued, respected, and well-cared for and to ensuring the physical, emotional, and social well-being of each resident & their care.
- ii) **BV(DU) CON** is a college affiliated to Bharati Vidyapeeth Deemed University and is among the first private colleges to provide various academic offerings in Nursing, ranging from GNM to Ph.D. It desires to provide and inculcate in its students’ values and inner development in order for them to perform better as students and be leaders for growth in nation building. *Bharati Vidyapeeth Deemed University is a leading educational institution that is counted amongst the top universities in Mumbai & Pune*
- iii) **SOH** intends to procure elderly care and experiential quality services provided by **BV(DU)** on the terms agreed to herein, in order to stimulate and facilitate the elderly care which serve to enhance preventive & promotive, social, spiritual & psychological support of elderly . Further, **BV(DU)** and **SOH** in support of their interest in the field of elderly care are desirous of promoting mutual cooperation by planning & implementing elderly care for preventive & promotive, social, spiritual & psychological well-being of its elderly, and desire to extend the basis for friendly and cooperative collaboration by way of this MOU.
- iv) **BV(DU)CON** through its **Bharati Vidyapeeth (Deemed to be University) College of Nursing, Pune** initiatives offer a elderly care for balanced ,healthy and happy living through various way of care like health assessment, psychological support , need based elderly care . These elderly care will be effective to maintain & enhance preventive & promotive, social, spiritual & psychological support, helping elderly to transform not only healthy life also his/ her control of health issues fulfil basic needs .

NOW THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

1. PURPOSE AND OBJECTIVES

- 1.1. **SOH** desires to create a precedent by offering suitable and pertinent for elderly care & support need

based services and offerings to elderly so as to enable them to lead their lives with purpose healthy and happy living through various way of care like health assessment, psychological support , need based elderly care . This will directly enhance their physical and psychological health.

- 1.2. **BV(DU) CON** has agreed provide its services to elderly in such mission through its offerings as listed out in Schedule 1 (“Offerings”).
- 1.3. Both the Parties, hereby express their commitment to collaborate with each other (i)health promotion services, (ii) Prevention of health issues (iii) need based elderly care conned with wellness elderly and (iv) Health education & communication offered by **BV(DU)CON** to help elderly and **SOH**. Through such type of services and Offerings of **BV(DU)CON** , they intend to help the elderly admitted at **SOH** to improve physical & psychological health indirectly will have emotional balance , improve self esteem, relief from stress & loneliness, self-awareness and most importantly, develop a sense of belongingness and positive purpose towards life.

2. FACILITATORS

Both Parties shall nominate one or more representatives, who shall be the point of contact/ facilitator (“Facilitators”) for the purposes of this MOU. The Facilitators of the respective Parties shall maintain regular contact with each other. Further, they shall propose and review the response received from the elderly and other services that may be serve pursuant to this MOU and in furtherance to fulfilling the purpose and objectives envisioned under this MOU.

3. RESOURCES

- 3.1. **SOH** shall allow to provide services to elderly care based on objectives , make arrangement at its agreed venue(s) for taking break for breakfast & lunch and(ii) separate space for health promotion activities in common for elderly. All facilities as shall be required to serve elderly with respect to the Offerings.
- 3.2. **BV(DU)CON** shall nominate such under graduate (GNM/BSC. Nursing) /Post graduate (MSC.Nursing) students as it deems necessary for providing services and providing health promotive activities to participants at venue to serve pursuant to this MOU. **BV(DU)CON** Teacher shall nominate for important activities – Health camp, health promotion activities & any other celebration .
- 3.3. **SOH** shall provide support to orient **BV(DU) CON** under graduate (GNM/BSC. Nursing) /Post graduate (MSC.Nursing) students to provide care to elderly & teachers to supervise & involve themselves during health related activities.
- 3.4. The Offerings detailed in Schedule 1 shall be the scope of service to be rendered by **BV(DU) CON** which will be adhered to by **BV(DU) CON** during the term of this MOU.

4. OTHER OBLIGATIONS OF BVCON

- 4.1. **SOH** shall extensively promote **BV(DU) CON** services & Offerings so that greater populace of

elderly in SOH shall benefit from this initiative. As previously indicated in Clause 1.1 above, quality elderly care for health promotion, prevention, need based & rehabilitative purpose &, SOH may make all or any part of the Offerings, as applicable, a part of their curriculum for the under graduate (GNM/BSC. Nursing) /Post graduate (MSC.Nursing) students on a mutually agreed basis between the Parties.

4.2. **BV(DU) CON shall:**

- i) Take initiatives such that its students shall provide services need based for SOH with an objective to help them for health promotion, Prevention of health issues, need based elderly care conned with wellness of elderly and Health education & communication for elderly balanced living.
- ii) Facilitate students to provide health promotion Prevention of health issues, need based elderly care and Health education services.
- iii) Jointly conduct surveys at regular intervals to find the effectiveness of the services provided pursuant to this MOU.

5. **FINANCIAL UNDERSTANDING**

- 5.1. **BV(DU) CON** shall provide its services with respect to elderly care on free of charge basis at 15 days / month, 8am to 4pm as per students schedule & times as agreed.
- 5.2. For health promotion activities at SOH, where in an appropriate and agreed expense would be undertaken by **BV(DU) CON & SOH** for Audio Visual material ..

6. **TERM**

- 6.1. This MOU has been executed for the purpose of providing elderly care at the premises of SOH
- 6.2. This MOU shall come into effect from the Execution Date and shall remain in force for a **period of three years** thereafter.
- 6.3. This MOU shall terminate after completion of the term of three years from the Execution Date, without any financial obligations of Parties.
- 6.4. The Parties may execute similar agreements for similar initiatives in future or even extend the term of this MOU for such further periods as mutually agreed to by the Parties.

6.5. Either Party may voluntarily terminate this MOU by giving a 3 months' notice in writing to the other.

6.6. The provisions of this Clause 6.6 and 8 and all of its sub-clauses will survive any expiration or termination of this MOU.

7. ASSIGNMENT

This MOU is personal to the Parties and the rights and obligations established herein shall not be assignable by the Parties, except to the extent expressly permitted under this MOU or with the prior written consent of the other Party.

8. INTELLECTUAL PROPERTY

8.1. Neither Party shall exercise any rights in the trademarks, copyright or other intellectual property of the other Party, except as expressly stipulated herein.

8.2. This MOU in no way creates or conveys any ownership interests in **BV(DU)CON** IP to **SOH**. The **SOH** shall only use such **BV(DU)CON** IP or any part thereof, in the manner and form previously approved in writing by **BV(DU)CON** and in coordination with and assistance of **BV(DU)CON** authorized representatives.

8.3. The Parties agree that all ownership rights in any and all testimonials submitted in accordance with Clause 4.2 (iv) above shall vest with **BV(DU)CON**.

9. INDEMNITY

9.1. The services provided by **BV(DU)CON**'s with respect to services & the Offerings are on a mutual basis and free of cost. The Parties, therefore, agree that such services do not give rise to any kind of damage or liability to anybody who participates and therefore no damage can arise there from. No indemnity is therefore provided herein. The Parties agree that that **BV(DU)CON** programs do not guarantee success of its objectives or purposes as mentioned anywhere in this MOU.

9.2. In the event **SOH** breaches the terms of Clause 8 (intellectual property) of this MOU, **SOH** shall be entitled to seek specific performance against the **BV(DU) CON** for performance of its obligations under Clause 8 (intellectual property) of this MOU in addition to any and all other legal or equitable remedies available to it.

10. GOVERNING LAW, JURISDICTION & ARBITRATION

10.1. This MOU shall be construed, interpreted and enforced in accordance with laws of India. In case of

any differences between the Parties, they shall make all efforts to settle the disputes amicably through mutual discussion and negotiation within [30 days], failing which, dispute(s) shall be referred to a sole arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996. Language of arbitration shall be English.

10.2. Subject to the arbitration Clause 10.1 above, the courts of competent jurisdiction shall have exclusive jurisdiction with respect to any and all matters pertaining to this MOU.

11. MISCELLANEOUS

- i) This MOU together with any other documents including but not limited to memorandum of understandings, communications exchanged between the Parties defining responsibilities, obligations of both the Parties for different programs, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU constitute the entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this MOU.
- ii) This MOU can only be amended in writing by mutual consent of both the Parties. No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of both the Parties.
- iii) This MOU may be executed in counterparts and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this Agreement.
- iv) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- v) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.
- vi) The arrangement contemplated herein being in nature of cooperative strategic alliance for general wellbeing, no monetary consideration is involved except as provided for herein.
- vii) None of the provisions of this MOU as stated above shall be deemed to constitute a partnership between **SOH and BV(DU)CON** and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It is on principle to principle basis.

viii) SOH agrees that the participants to any of the BV(DU) CON elderly health related activities shall participate voluntarily. The practices prescribed by BV(DU) CON are not substitutes for any medical prescription or medical advice, if any, recommended by any medical practitioner.

IN WITNESS WHERE OF the Parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

For SHANTIBAN OLD HOME

For BHARATI VIDYAPEETH
(DEEMED TO BE UNIVERSITY)
COLLEGE OF NURSING, PUNE

शान्तिबन केअर सेंटर
A. E. Khar
प्रोग्रायसर

B. N. D. D. D.

TRUSTEE/DIRECTOR

PRINCIPAL

I/C Principal
Bharati Vidyapeeth (DU)
College of Nursing, Pune-43

Date:

Date:

Witnesses:

- 1) Dr. Veena Sachchidanand
Dr. Veena
- 2) ~~Sanjosh Gaikwad~~
Sanjosh
- 3) *Sm. Gaikwad*
Shubhamani Gaikwad

