



# MEMORANDUM OF UNDERSTANDING

Between (Lyoti Huspital Nursing College Prayagraj) And Baba College of Nursing Lucknow)





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#### Memorandum of Understanding

#### (Baba College of Nursing, Lucknew

[berematter referred to as Mentor Institute" which expression shall unless it be repugnant to the cost of or otherwise, deemed to mean and include its successors and permitted assigns (

#### AND.

#### (Iyoti Hospital Nursin / College Prayagar)

(hereinafter referred to as "Mentee Institute" which expression shall unless it be repaired to the cost of or otherwise deemed to mean and include its successors and pormitted esigns).

Hereafter, ...(Baba College of Nursing, Lucknow). Mentor Institute and ...(Jyot) Hospital Nursing College, Prayagraj)... Menteelnstitute are collectively referred to as Parties

#### Whereas.

- A. Government of Urc.—Prodesh has been taking up various steps to establish quality of the healthcare system in the state.
- B. Nursing cadre, which underpies the entire healthcare system, is one of the companious where mades improvement needs have been identified;
- C. At present, substantial contributed nursing personnel (>90%) in the healthcare system of the state of Urr. Product are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state;
- D. In its pursuit to mee diquality in Nursing education, Covernment of Uttar Pradeshin the head-enhanced has a stable third Minister launched Mission Niramaya ("Mission"), though the Messia desails desails to the help of its technical partner [hiplego,amongst varieties component that also conceptualized a Supportive Supervision Program, whereas Mentor Limiture (high performing institute) have been identified which can support Mentee in itsite(low-performing institute) to perform better. Through this process quality with an each institution will be ensured.
- E. Arter regorous sees ming process. 12 Nursing Institutes have been identified to play the role of Mento. I. officer in Phase I;
- F \_(Baba College of Nursing, Lucknow)\_ is amongst one of the selected Mentor Institute;

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G \_([yoti Hospital Nursing College, Prayagraf]..... has expressed its willingness to work with \_(Babo College of Nursing, Lucknow)\_\_to improve the quality of education at the No-ten institute under the Supportive Supervision Programs of Massoci Stranseya

NOW THEREFORE the Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Menter Institute will assist in quality incomment of Mentee Institutes across Ottar Pradesh Incommentation of the matual comments promises, assurances, representations and principles of forth here is the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on 31st July 2023 (hereinafter the Effective Date') and shall continue to a period of 1 (one) years ending on 31st July 2024.

#### 2. Obligations of the Parties

#### Mentor Institute

- In document with Menter Institute, jointly conduct physical validation of Menter
  testing descurred for function assessment of nursing education in Menter Institute
  axens perfections—testiands took and on the basis drawn action plan for
  proper ensent and also till the areas of supportand for Menter Institute.
- In discussion with Me standard, and Owner, Principal and Faculty, identify the
  of support the Mentor Institute can offer to a Mentee Institute.
- In discussion with the steel Institute, jointly develop an action plan incorporating mode
  of engagement (physical/virtual) and intervention/s (giving information/sharing
  formats/capacity in liting training (no. of faculty to be trained)/expensive
  viole/documentate to measurable/communication/planning with timelines and
  performance measurement mean mechanism (indicators to show completion of support,
  etchnologiest Measurement for quality improvement.
- And a Mester Test to a conveloping quality monitoring framework, which will be asset to message part receive of Parties under this MOU.
- The fiverest the p disconnect program through the mode of engagement / intervention decreases to the manner to help Mentee Institute achieve quality improvement in the constant.
- Enters constitutes a lightest in Mentee Institute comprising 2 nodal persons + 4/6
  (depending on twice direct direct of performance standards) section in-charges among the
  faculty members of the will take over the role of technical support from Menter
  Institute after 1 year. Lengagement between Menter and Management Menter.

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- Facilitate visits by the representatives of Mentee Institute to NESC (Nursing Education Study Centre) to understand about the best practices (at the cost of Mentee Institute).
- Inform UPSMF or activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMFwould provide the activity tracker and tool to track progress on performance standards)
- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentee Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

#### Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (QI) team in its institute comprising 2 nodal persons • 4/6 (depending on selected set of performance standards) section in charges among the faculty members who will take over the role of technical support from Mentor Institute after 1 year of engagement between Mentor and Mentre Institutes.
- In discussion with Mentor Institute, facilitate jointphysical validation of performance standards of institute, for baseline assessment of nursing education using performance standards tool; and on this basis identify the areas of improvement and drawn an action p. in for improvement.
- In discussion with its Faculty, Principal & Owner, identify the areas of improvement where it needs support from a Mentor Institute and the areas where they can do selfimprovement.
- In discussion with Mentor Institute, jointly develop an action plan incorporating mode
  of engagement / intervention with timelines, performance measurement mechanism,
  etc. to work with Hentor Institute for self-quality improvement.
- Work with Mentor Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Ensure timely availability of resources for delivery of quality improvement program
  as per mode of enuirgement / intervention decided.
- Ensure in time and spirits, due participation of its faculty in training and other interventions join: ly planned with Mentor Institute.
- Periodically conduct, with the help of Mentor Institute, assessment and improvise, action plan in its Institute every quarterly.

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- Shire the spart is will assessment of performance standards and action graphs in Westige Some con-
- Figure sally suppose the quality improvement program (for e.g. travel cost, stay and HR hose around etc. I as agreed with Mentor Institute as per the terms of this MOU.
- Make vecta to NES. ... the Menter Institute to understand about the best practices
- before UPSMF in a cor of separation from or joining to the Mentur Institute
- Private any offer support required for overall coordination of Supporting Signer vision Prings at

#### 3. Anti-poaching

Measter beet total and Mainter limitate agree not to directly or indirectly employ, offer toemples of otherwise space any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months. thereader without the a me written consent of the other Party.

# 4. Confidentiality

Mentor Institute was Mentee Institute undertake to respect and protect the considerated by at all the information acquired as a result of or pursuant to this Agreement and you my without the other Party's prior written consent, disclose any such information to a there party fexcept DPSMF), unless it is required to do so by any apple the line or reme stem or is specifically authorised to do so bereunder or by any separate agreement, a socially where the provision of such information is the object or part of the service to be provided by the Mentor Institute.

# 5. Monitoring Mechanism

The review of Quality and accounted processes and interventions would be conducted by the Moutest and Mentos modifiate once everythree months

In the review meet a Meetice institute and Menter Institute will jointly present on ground status update - gainst the targets, consolidated insights from interventions, areas of improvement which seeds to be factored in the action plan.

A cape of the quarter is applied well be sent to UPSMF by the Menter Institute.

# 6. Termination of Mott

Condition for Termination: 8600 may be terminated in case of any of the following

A. Terrain tion on details by Memor Institute:

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Menter Institute may 1 - monate the MOU, if Menter Institute fails ter-

Develop an action than in discussion with Menter Institute, incorporating mode of engagement / intersention with timelines, performance measurement mechanism. etc. to support Min the Institute for quality improvement, and for

 Deleys in delivery of the quality improvement program through the mode of engagement / into viction decided in the manner to help Mentee Institute at here quality improvement in the areas identified and such delays continues for a period of 90 days, and for

Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or

 Mentor Institute has been, or is in the process of being liquidated, dissolved, wound up, smalgamated or reconstituted in a manner that would causea material adverse effect to the execution of this MOU; and J or

 Metitor Institute (seems a Termination Notice in violation of this MOU; or the Mention Institute committee a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice aslong Ment it institute to it tily the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Curv-Period. Mentee Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

# B. Termination on default by Mentee Institute

Ment of Institute may to eminute the MOU, if Mentee Institute fails to:

 Develop an action plan in discussion with Mentor Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism. etc. to support Menice Institute for quality improvement; and / or

Make available the resources for delivery of quality improvement program as per

mode of engagement / succeention decided; and / or

Neminate the facule cand ensure constitution of QI team in its institute comprising 2. nodal persons \* o section mechanges among the faculty members within 2 months of engagement between Menter and Mentee Institutes; and / or

Ensure in time and spirits, due participation of its faculty in training and other

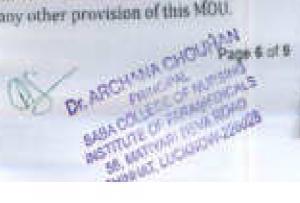
interventions place ed by Mentor Institute; and / or

Delays the payment relating to the financial support for the quality improvement program (for e.g. it leed cost, stay, infrastructure, etc.) as agreed with Mentor Institute as pur the terms of this MOU and such delay continues for a period of 45 days; and / or

Mentee Institute or in breach of Clause 3 and 4 of this MOU; and / or

Menter Institute h. . Iven, or is in the process of being liquidated, dissolved, woundup, amalgamated or reconstituted in a manner that would cause material adverse effect to the execution of this MOU; and / or

Mentee Institute a new a Termination Notice in Violation of this MOU; or the Mentor Institute commits a detault in complying with any other provision of this MOU.



In case of any of the across details, Mentor Institute will issue a Default Notice axiong Menter Institute to recidy the default within 30 days ('Cure Period') and submit the compliance report. In a use, Menter Institute fails to rectify the default within the Cure Period, Menter Institute may be minute the MOU with immediate effect and communicate the same to UPSMF in whiting.

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# c Termination on conquestion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified berein unless mutually extended by Parties in writing.

# D. Termination on MoU becoming unenforceable

in case due to any act or event, which is beyond the capacity of Parties, renders the MOU substantially or completely unenforceable, either Party may terminate this MOU with immediate effect.

# 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below.

Mentor institute	10.8	Mentee Institute
Tel: 7307409827 Fax: Email bolomer for moder 13 Contact: 8770883989 With a copy to: URSMF	@gwai) com	Tel:6393714078 Fax: Email:principal.jhnc@gmail.com Contact: 8400656603 With a copy to: URSME

#### B. Amendment

CAny amendment to this MOD shall be made by mutual written consent of both the Parties.

### 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties full to resolve an cably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Pactors hereto have duly executed this Agreement as of the date and year hereinabove first written.

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By Poincipal Buba callege of worsing Lucknow (U.P.)

Name: DY. Archano Chouhan

Title Principal

In the presence of:

Williams Professor

Name: He Hemendra Al Singh

Read, Lucknow (U-P.) - 226028

Ny Appell the gold of the spring full company Debbour Level Sance Print Property

Name: Mrs. Viscota Date

in the presence of Witnessi

Title: Principal

Name: Mes. Ina Flora Singh

Address: Jyoti Hospital Nursing College Rewa Road Chaka Naint Prayagur; 211008

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# MEMORANDUM OF UNDERSTANDING

Between (Dr. Mahaveer Singh Nursing College Ballia) And (Baba College of Nursing Lucknow)



15th July 2023

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### Memorandum of Understanding

# Baba College of Nursing, Lucknow

(hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns).

#### AND

# (Dr. Mahaveer SinghNursing College Ballia

(hereinafter referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter, Baba College of Nursing, Lucknow Mentor Institute and Dr.

Mahaveer Singh Nursing College Menteeinstitute are collectively referred to as

Parties

#### Whereas.

- A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;
- B. Nursing cadre, which underpins the entire healthcare system, is one of the components where quality improvement needs have been identified:
- C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state;
- D. In its pursuit to instill quality in Nursing education, Government of Uttar Pradeshin the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission.UPSMF with the help of its technical partner Jhpiego, amongst various components, has also conceptualized a Supportive Supervision Program, whereinMentor Institute (high performing institute) have been identified which can support Mentee Institute(low-performing institute) to perform better. Through this process quality within each institution will be ensured.
- E. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of Mentor Institute in Phase 1;
- F. \_(Baba College of Nursing, Lucknow)\_ is amongst one of the selected Mentor Institute;

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G. Dr. Mahaveer Singh Nurising College, Ballia has expressed its willingness to Work with Baba College of Nursing, Lucknow to improve the quality of education at the Mentee Institute under the Supportive Supervision Programs of Mission Niramaya.

NOW THEREFORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Mentor Institute will assist in quality improvement ofMentee Institutes across Uttar Pradesh.In consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on 15th July 2023 (hereinafter the 'Effective Date') and shall continue for a period of 1 (one) years ending on 15th July 2024

# 2. Obligations of the Parties

#### Mentor Institute

- In discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required for baseline assessment of nursing education in Mentee Institute using performance standards tool; and on the basis drawn action plan for improvement and identify the areas of supportand for Mentee Institute.
- In discussion with Mentee Institute of Owner, Principal and Faculty, identify the areas
  of support the Mentor Institute can offer to a Mentee Institute.
- In discussion with Mentee Institute, jointly develop an action plan incorporating mode
  of engagement (physical/virtual)and intervention/s (giving information/sharing
  formats/capacity building training (no of faculty to be trained)/exposure
  visits/documentation/motivation/communication/planning with timelines and
  performance measurement mechanism (indicators to show completion of support,
  etc. to support Mentee Institute for quality improvement.
- Assist Mentee Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Timely deliver the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified.
- Ensure constitution of QI team in Mentee Institute comprising 2 nodal persons + 4/6
   (depending on selected set of performance standards) section in-charges among the
   faculty members which will take over the role of technical support from Mentor
   Institute after 1 year of engagement between Mentor and Mentee Institutes.

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- \* Facilitate visits by the representatives of Mentee Institute to NBSC (Nursing Education Study Centre) to understand about the best practices (at the cost of Mentee Institute).
- Inform UPSMF on activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMFwould provide the activity tracker and tool to track progress on performance standards)
- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentee Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

#### Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (QI) team in its
  institute comprising 2 nodal persons 4/6 (depending on selected set of performance
  standards) section in-charges among the faculty members who will take over the role
  of technical support from Mentor Institute after 1 year of engagement between
  Mentor and Mentee Institutes.
- In discussion with Mentor Institute, facilitate jointphysical validation of performance standards of institute, for baseline assessment of nursing education using performance standards tool; and on this basis identify the areas of improvement and drawn an action plan for improvement.
- In discussion with its Faculty, Principal & Owner, identify the areas of improvement where it needs support from a Mentor Institute and the areas where they can do selfimprovement.
- In discussion with Mentor Institute, jointly develop an action plan incorporating mode
  of engagement / intervention with timelines, performance measurement mechanism,
  etc. to work with Mentor Institute for self-quality improvement.
- Work with Mentor Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Ensure timely availability of resources for delivery of quality improvement program
  as per mode of engagement / intervention decided.
- Ensure in time and spirits, due participation of its faculty in training and other interventions jointly planned with Mentor Institute.
- Periodically conduct, with the help of Mentor Institute, assessment and improvise action plan in its Institute every quarterly.

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- Share the quarterly self-assessment of performance standards and action planwithMentor Institute.
  - Financially support the quality improvement program (for e.g. travel cost, stay and HR honorarium, etc.) as agreed with Mentor Institute as per the terms of this MOU.
  - Make visits to NESC of the Mentor Institute to understand about the best practices
  - Inform UPSMF in case of separation from or joining to the Mentor Institute.
  - Provide any other support required for overall coordination of Supportive Supervision Program.

# 3. Anti-poaching

Mentor Institute and Mentee Institute agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

## 4. Confidentiality

Mentor Institute and Mentee Institute undertake to respect and protect the confidentiality of all the information acquired as a result of or pursuant to this Agreement and will not, without the other Party's prior written consent, disclose any such information to a third party (except DPSMF), unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Mentor Institute.

# 5. Monitoring Mechanism

The review of Quality improvement processesand interventions would be conducted by the Mentor and Mentee Institute once everythree months.

in the review meeting. Mentee institute and Mentor Institute will jointly present on ground status update against the targets, consolidated insights from interventions, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Mentee Institute.

# 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

A. Termination on default by Mentor Institute

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# Mentee Institute may terminate the MOU, if Mentor Institute fails to:

 Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or

Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of

90 days; and / or

Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or

Mentor Institute has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause a material adverse effect to the execution of this MOU; and / or

Mentor Institute issues a Termination Notice in violation of this MOU; or the Mentor

Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Cure Period, Mentee Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

# B. Termination on default by Mentee Institute

Mentor Institute may terminate the MQU, if Mentee Institute fails to:

 Develop an action plan in discussion with Mentor Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or

Make available the resources for delivery of quality improvement program as per

mode of engagement / intervention decided; and / or

Nominate the faculty and ensure constitution of QI team in its institute comprising-2
nodal persons + 6 section in-charges among the faculty members within 2 months of
engagement between Mentor and Mentee Institutes; and / or

Ensure in time and spirits, due participation of its faculty in training and other

interventions planned by Mentor Institute; and / or

 Delays the payment relating to the financialsupport for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 45 days; and / or

Mentee Institute is in breach of Clause 3 and 4 of this MOU; and / or

 Mentee Institute has been, or is in the process of being liquidated, dissolved, woundup, amalgamated or reconstituted in a manner that would cause amaterial adverse effect to the execution of this MOU; and / or

Mentee Institute issues a Termination Notice in violation of this MOU; or the Mentor

Institute commits a default in complying with any other provision of this MOU.

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In case of any of the above default, Mentor Institute will issue a Default Notice asking Mentee Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentee Institute fails to rectify the default within the Cure Period, Mentor Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

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# C. Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified herein unless mutually extended by Parties in writing.

# D. Termination on Moll becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MOU substantially or completely unenforceable, either Party may terminate this MOU with immediate effect.

# 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Mentor Institute	Mehtee Institute
Tel: ₹307409827 Fax: Email: 6nbunen(sementos)23@gmps1-com Contact: \$770883989 With a copy to: UPSMF	Tel: Fax: Email:drvsingh72@gmail.com Contact:8890190599 With a copy to: UPSMF

#### 8. Amendment

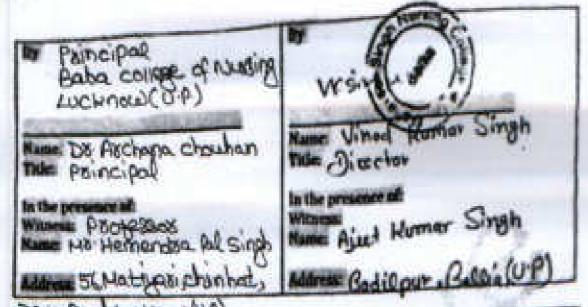
Any amendment to this MOU shall be made by mutual written consent of both the Parties.

# 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties fail to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

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#### Memorandum of Understanding

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[Hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the custom or otherwise, deemed to mean and include its successors and permitted assigns]

AND

Charles and the same of the same

(Hereinafter referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter, Fobs Care of the American Conserve Menter Institute and Share South American Local Conference on Menter Institute are collectively referred to as Parties

#### Whereas,

A. Government of Urtar Prodesh has been taking up various steps to establish quality in the healthcare system in the state:

B. Nursing codre, which underpins the entire healthcare system, is one of the

components where quality improvement needs have been identified.

C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Utta: Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state;

D. In its pursuit to instill quality in Nursing education, Government of Uttar Pradesh in the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission, UPSMF with the help of its technical partner Jhpiego, amongst various components, has also conceptualized a Supportive Supervision Program, wherein Mentor Institute (high performing institute) have been identified which can support Mentee Institute(low-performing institute) to perform better. Through this process quality within each institution will be ensured.

E. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of Mentor Institute in Phase 1;

p. ( in the selected Mentur lastitute.

Dr. ARCHANA CHICAL AND Page 2 of 9

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G. (Swort Strategic Transaction of Strategic Science) has expressed its willingness to work with (Same Godene Of Strategic Lucianus) to improve the quality of education at the Mentee Institute under the Supportive Supervision Programs of Mission Niramaya.

NOW THEREPORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program where in Mentor Institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh. In consideration of the mutual covepants, promises, assurances, representations and provisions set forth berein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on ( 1000) years ending (berein after the 'Effective Data') and shall continue for a period of 1 (one) years ending on \_f/ULY 15, 2024)

#### 2. Obligations of the Parties

#### Mentor institute

- In discussion with 8 enter institute, jointly conduct physical validation of Menter Institute, if required for baseline assessment of nursing education in Menter institute using performance standards took and on the basis drawn action plan for improvement and identify the areas of support and for Menter Institute.
- In discussion with Mentee Institute of Owner, Principal and Faculty, identify the areas
  of support the Mentor Institute can offer to a Mentee Institute.
- In discussion with Menter Institute, jointly develop an action plan incorporating mode
  of engagement (physical/virtual)and intervention/s (giving information/sharing
  formats/capacity building training (on of faculty to be trained)/exposure
  visits/documentation metivation/communication/planning with timelines and
  performance measurement mechanism (indicators to show completion of support,
  etc. to support Menter Institute for quality improvement.
- Assist Mentee Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Timely deliver the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified.
- Ensure constitution of QI team in Mentee Institute comprising 2 nodal persons + 4/6 (depending on selected set of performance standards) section in-charges among the

Dr. ARCHANA CHOULIAM

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Page 3 of 9

faculty members which will take over the role of technical support from Menter Institute after I year of engagement between Menter and Menter Institutes.

- Facilitate visits by the representatives of Mentee Institute to NESC (Nursing Education Study Centre) to understand about the best practices (at the cost of Mentee Institute).
- Inform UPSMF on activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMF would provide the activity tracker and tool to track progress on performance standards)
- Inform UPSMF in case of separation from or juming to the Mentor Institute, any Mentee Institute
- Provide any other support required for everall coordination of Supportive Supervision Programs.

#### Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoO and quality improvement process.
- Nominate the faculty and ensure constitution of Quality improvement (Qf) team in its
  institute comprising 2 modal persons + 4/6 (depending on selected set of performance
  standards) section in-charges among the faculty members who will take over the role
  of technical support from Mentor Institute after 1 year of engagement between
  Mentor and Mentee Institutes.
- In discussion with Mentur Institute, facilitate joint physical validation of performance standards of invitute, for baseline assessment of nursing education using performance standards tool; and on this basis identify the areas of improvement and drawn an action plan for improvement.
- In discussion with its Faculty, Principal & Owner, identify the areas of improvement where it needs support from a Mentor Institute and the areas where they can do selfimprovement.
- In discussion with Mentor Institute, jointly develop an action plan incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to work with Mentor Institute for self-quality improvement.
- Work with Mentor Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Ensure timely availability of resources for delivery of quality improvement program
  as per mode of engagement / intervention decided.
- Ensure in time and spirits, due participation of its faculty in training and other interventions jointly planned with Mentor Institute.

Dr. ARCHANA CHOUHAN

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Page 4 of 9

- Periodically conduct, with the help of Mentor Institute, assessment and improvise action plan in its institute every quarterly.
- Share the quarterly sell assessment of performance standards and action plan with Mentor Institute.
- Financially support the quality improvement program (for e.g. travel cost, stay and HR
  honorarium, etc.) as agreed with Mentor Institute as per the terms of this MOU.
- Make visits to NESC of the Mentor Institute to understand about the best practices.
- Inform UPSMF in as e of separation from or joining to the Mentur Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

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#### 3. Anti-poaching

Mentor Institute and Mentor Institute agree not to directly or indirectly employ, after to employ, or otherwise ongage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve [12] months thereafter without the prior written consent of the other Party.

#### 4. Confidentiality

Mentar Institute and Mentar insurate undertake to respect and protect the conflicentiality of all the information acquired as a result of or pursuant to this Agreement and will not, without the other Party's prior written consent, disclose any such information to a third party (except UPSMF), unless it is required to do so by any applicable law or regulation or is specifically authorized to do so hersunder or by any separate agreement, superally where the provision of such information is the object or part of the service to be provided by the Mentar Institute.

#### 5. Monitoring Mechanism

The review of Quality Improvement processes and interventions would be conducted by the Menter and Menter Institute once every three months.

in the review meeting. Mentee institute and Mentor Institute will jointly present on ground status update against the targets, consolidated insights from interventions, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Mentee Institute.

#### 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

A. Termination on default by Menter Institute

Mentee Institute may reminate the MOU, if Mentor Institute fails to:

- Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / into vention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of 90 days; and / o:
- Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or.

Page 5 of 9



Mentor Institute has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would causes material adverse effect to the execution of this MOU; and / or

Mentor Institute values a Termination Notice in violation of this MOU; or the Mentor. Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default. Mentee Institute will issue a Default Nutice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In take, Mentor Institute fails to rectify the default within the Cure Period, Mentee Institute may terminate the MOU with incrediate effect and communicate the same to UPSMF in a riting.

## B. Termination on default by Mentee Institute

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 Make available the resources for delivery of quality improvement program as per mode of engagement / intervention decided; and / or

Nominate the faculty and ensure constitution of QI team in its institute comprising 2 needs persons + 6 section in-charges among the faculty members within 2 months of engagement between Memor and Mentee Institutes; and / or

 Ensure in time and spirits, due participation of its faculty in training and other interventions planned by Mentor Institute; and / or

 Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 4S days; and / or

. Menter Institute is in breach of Clause 3 and 4 of this MOU; and / or

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Page 7 of 9

# C. Termination on cur identitis of MOU burnion

MOU will get terminated an completion of MOU Duration as specified herein unless mutually extended by Farties is writing

# D. Termination on MO / becoming ununforesuble

In case due to any act or event, which is beyond the capacity of Parties, renders the MOEI substantially or completely onesdiscovable, either Party may recommate this \$600 with immediate effect.

#### 7. Communication

Any emmounication is selles document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, small or by facumils transmiss on in relation to a antice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out by it ::

Mentar Institute	Mentee Institute	
Tel 73074096L7 Face Email: behavior/content/23(4 gwal-Content): 8710883989 With a copy to: URSMF	Tel: Fax: Email: krishmantiwari@gmail.com Contact: 6386087774 With a copy to: UP3HF	

#### R. Amendment

Any assendment to the wind is made by mutual written consent of both the Parties.

#### 9. Soverning Law and Dispute resemblion:

This MOU shall be a second by and construed in accordance with the laws of hidis. Parties shall respect to eacher any disagreguent / dispute / gricyance amicably. In case Parties fall to resolve amounty, such matter will be addressed under the guidance of Secretary, Ottac Practe a State Weshral Faculty.

IN WITNESS WHEREOF - Due Most on hereto have duly executed this Agreement as of the date and year hereica's we like to written.

Dr. ARCHMMA CHOUHAN

Page 8 of 9

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Baba college of Aharaing Luckerows (U.D.)

Name: Dr. Archana Churhan Title: Principal

to the presence of: Witness: Professor-Name: Mr. Hemerelia Pal Singh.

Cave Read, Luckyow (U.P.)



Name: Jyoti Probha Scivottav Title: Principal

In the presence of: Witness: Name: Mr. Deepak Komar Gupta

Address: Shall Subbash Institute of Paramedical Science Bullia



Dr. ARCHANA CHOUHAN

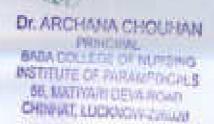
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# MEMORANDUM OF UNDERSTANDING

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JULY 11 2023



Page 1 of 9

Ragbuvir Institute of Nursing & Paramedical Sciences, Lalganj, Raebareli

# Memorandum of Understanding

Baha College of nursing Lucknow ...

(hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

#### AND

Raghuvir Institute of Nursing & Paramedical Sciences, Lalganj, Raebareli

(hereinafter referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter, ...Baba College of nursing Lucknow Mentor Institute and Raghuvir Institute of Nursing & Paramecal Science, Lalgani, Raebareli ... Mentee Institute are collectively referred to as Parties

#### Whereas,

 A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;

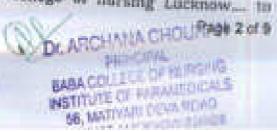
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C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state;

D. In its pursuit to instill quality in Nursing education, Government of Uttar Pradesh in the leadership of honorable Chief Minister Launched Mission Niramaya ("Mission"). Under the Mission, UPSMF with the help of its technical partner [hpiego, amongst various components, has also conceptualized a Supportive Supervision Program, wherein Mentor Institute (high performing institute) have been identified which can support Mentee Institute (low-performing institute) to perform better. Through this process quality within each institution will be ensured.

E. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of Mentor Institute in Phase 1;

F. ..Baba college of nursing Lucknow ... is amongst one of the selected Mentor Institute; G. .Raghuvir Institute of Nursing & Paramedical Sciences, Lalganj, Raebareli... has expressed its willingness to work with ..Baba college of nursing Lucknow.... to



improve the quality of education at the Mentee Institute under the Supportive Supervision Programs of Mission Niramaya.

NOW THEREFORE this Mentorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Mentor Institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh. In consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on \_(july 11,2023)\_ (hereinafter the 'Effective Date') and shall continue for a period of 1 (one) years ending on \_(july 11,2024)\_.

# 2. Obligations of the Parties

## Mentor Institute

- In discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required, for haseline assessment of nursing education in Mentee Institute using performance standards took and on the basis drawn action plan for improvement and identify the areas of support and for Mentee Institute.
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   Institute after I year of engagement between Mentor and Mentee Institutes.
- Facilitate visits by the representatives of Mentee Institute to NESC (Nursing Education Study Centre) to understand about the best practices (at the cost of Mentee Institute).

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- Inform UPSMF on activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMF would provide the activity tracker and tool to track progress on performance standards)
- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentos Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

# Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (QI) team in its
  institute comprising 2 nodal persons \* 4/6 (depending on selected set of performance
  standards) section in-charges among the faculty members who will take over the role
  of technical support from Mentor Institute after 1 year of engagement between
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- In discussion with Mentor Institute, facilitate joint physical validation of performance standards of institute, for baseline assessment of nursing education using performance standards tool; and on this basis identify the areas of improvement and drawn an action plan for improvement.
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- Periodically conduct, with the help of Mentor Institute, assessment and improvise action plan in its Institute every quarterly.
- Share the quarterly self-assessment of performance standards and action plan with Mentor Institute.

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- Financially support the quality improvement program (for e.g. travel cost, stay and HR honorarium, etc.) as agreed with Mentor Institute as per the terms of this MOU.
- Make visits to NESC of the Mentor Institute to understand about the best practices
- Inform UPSMF in case of separation from or joining to the Mentor Institute.
- · Provide any other support required for overall coordination of Supportive Supervision Program.

Dr. ARCHANA CHOUHAN PARKETAN BABA COLLEGE OF MURSING MUTHURES AND MORNERS CHIEFAY, LLICIDIOW 22/1/28

#### 3. Anti-peaching

Mentor Institute and Mentee Institute agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

#### 4. Confidentiality

Mentor Institute and Mentee Institute undertake to respect and protect the confidentiality of all the information acquired as a result of or pursuant to this Agreement and will not, without the other Party's prior written consent, disclose any such information to a third party (except UPSMF), unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Mentor Institute.

#### 5. Monitoring Mechanism

The review of Quality Improvement processes and interventions would be conducted by the Mentor and Mentee Institute once every three months.

In the review meeting, Menter institute and Mentor Institute will jointly present on ground status update against the targets, consolidated insights from interventions, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Mentee Institute.

## 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

# A. Termination on default by Mentor Institute

Mentee Institute may terminate the MOU, if Mentor Institute fails to:

- Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of 90 days; and / or
- . Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or

Page 6 of 9

BY ARCHANA CHOULAN PROCESS SABA COLLEGE OF NURSING INSTITUTE OF PARAMEDICALS SE MATTWAR HIPLE DOWN  Mentor Institute has been, or is in the process of being liquidated, dissolved, woundup, amalgamated or reconstituted in a manner that would cause a material adverse effect to the execution of this MOU; and / or

 Mentor Institute Issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Cure Period, Mentee Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

# B. Termination on default by Mentee Institute

Mentor Institute may terminate the MOU, if Mentee Institute fails to:

- Develop an action plan in discussion with Mentor Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- Make available the resources for delivery of quality improvement program as per mode of engagement / intervention decided; and / or
- Nominate the faculty and ensure constitution of QI team in its institute comprising 2 nodal persons + 6 section in-charges among the faculty members within 2 months of engagement between Mentor and Mentee Institutes; and / or
- Ensure in time and spirits, due participation of its faculty in training and other interventions planned by Mentor Institute; and / or
- Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 45 days; and / or
- Mentee Institute is in breach of Clause 3 and 4 of this MOU; and / or
- Mentee Institute has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause a material adverse effect to the execution of this MOU; and / or
- Mentee Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

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#### C. Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified herein unless mutually extended by Parties in writing.

#### D. Termination on MoU becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoU substantially or completely unenforceable, either Party may terminate this MoU with immediate effect.

#### 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Mentor Institute	Mentee Institute
Tel: #307/109889. Pax: Email: behavior/ce.piehierus36grail for Contact: 817-6883989 With a copy to: UPSTAF.	Tel:9794072214 Fax: Email:raghuveerinstitute@gmail.com Contact:9794072214 With a copy to: UPSMF

#### 8. Amendment

Any amendment to this MOU shall be made by mutual written consent of both the Parties.

#### 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties fail to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

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Page 8 of 9

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Boba cellege of Numberry Lucknow

Name: Dr. Archona Chaukau

Title: principal

In the presence of: Witness: fignily, from allow

Names Astifick glaponith

Address: 56, patigori, donkat Devo first), Luckney (up) -(1606)

By

Name:Vivelo Title: Singh

In the presence of:

Witness:

Name: Banwari Lal JAngid

Address: RINPS, Lalgani, Raebarell

BRINCIPAL Rathumer institute of Nursing & Paramedical Sciences Lalgari-Rachurell

Dr. ARCHANA CHOUHAN BARA COLLEGE STRUCTURE BULLIEUTE FOR A STONE ALS DE MATTER (DAS TOLO CHRISTAL LUCION OF SANSAN





# MEMORANDUM OF UNDERSTANDING





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Page 1 of 9

### Memorandum of Understanding

# (Baba College Of Nursing, Lucknow)

(Hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

#### AND

## (Ara Shandilya School Of Nursing )

(Hereinafter referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter, \_{ Baba College Of Nursing, Lucknow)..Mentor Institute and \_{ Ara Shandilya School Of Nursing ).... Mentee Institute are collectively referred to as Parties

#### Whereas,

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- C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state;
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- F. J Baha College Of Nursing, Lucknow) is amongst one of the selected Mentor Institute:
- G. L'Ara Shandilya School Of Nursing J ..... has expressed its willingness to work with L' Baba College Of Nursing, Lucknow J .... to improve the quality of s

Standard Page 2 of 9

G. \_{Ara Shandilya School Of Nursing }..... has expressed its willingness to work with \_{Baba College Of Nursing, Lucknow}....to improve the quality of education at the Mentee Institute under the Supportive Supervision Programs of Mission Niramaya.

NOW THEREFORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Programwherein Mentor Institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh. In consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on \_(JULY 25, 2023) (hereinafter the 'Effective Date') and shall continue for a period of 1 (one) years ending on \_(JULY 25, 2024 ).

#### 2. Obligations of the Parties

#### Mentor Institute

- In discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required, for baseline assessment of nursing education in Mentee Institute using performance standards tool; and on the basis drawn action plan for improvement and identify the areas of supportand for Mentee Institute.
- In discussion with Mentee Institute of Owner, Principal and Faculty, identify the areas
  of support the Mentor Institute can offer to a Mentee Institute.
- In discussion with Mentee Institute, jointly develop an action plan incorporating mode
  of engagement (physical/virtual)and intervention/s (giving information/sharing
  formats/capacity building training (no of faculty to be trained)/exposure
  visits/documentation/motivation/communication/planning with timelines and
  performance measurement mechanism (indicators to show completion of support,
  etc. to support Mentee Institute for quality improvement.
- Assist Mentee Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Timely deliver the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified.
- Ensure constitution of QI team in Mentee Institute comprising 2 nodal persons \* 4/6
   (depending on selected set of performance standards) section in-charges among the
   faculty members which will take over the role of technical support from Mentor
   Institute after 1 year of engagement between Mentor and Mentee Institutes.

Page 3 of 9

- Inform UPSMF on activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMF would provide the activity tracker and tool to track progress on performance standards)
- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentee Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

#### Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (QI) team in its institute comprising 2 nodal persons + 4/6 (depending on selected set of performance standards) section in-charges among the faculty members who will take over the role of technical support from Mentor Institute after 1 year of engagement between Mentor and Mentee Institutes.
- In discussion with Mentor Institute, facilitate joint physical validation of performance standards of institute, for baseline assessment of nursing education using performance standards tool; and on this basis identify the areas of improvement and drawn an action plan for improvement.
- In discussion with its Faculty, Principal & Owner, identify the areas of improvement where it needs support from a Mentor Institute and the areas where they can do self-improvement,
- In discussion with Mentor Institute, jointly develop an action plan incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to work with Mentor Institute for self-quality improvement.
- Work with Mentor Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Ensure timely availability of resources for delivery of quality improvement program as per mode of engagement / intervention decided.
- Ensure in time and spirits, due participation of its faculty in training and other interventions jointly planned with Mentor Institute.
- Periodically conduct, with the help of Mentor Institute, assessment and improvise action plan in its Institute every quarterly.
- Share the quarterly self-assessment of performance standards and action plan with Mentor Institute.
- Financially support the quality improvement program (for e.g. travel cost, stay and HR honorarium, etc.) as agreed with Mentor Institute as per the terms of this MOLN.
- Make visits to NESC of the Mentor Institute to understand about the best practices.
- Inform UPSMF in case of separation from or joining to the Menter Institute.

SA, MATYRARI CENA ROMO CHIRHAT, LUCIO 1899 Auf 9  Provide any other support required for overall coordination of Supportive Supervision Program.

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### 3. Anti-poaching

Mentor Institute and Mentee Institute agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

#### 4. Confidentiality

Mentor Institute and Mentee Institute undertake to respect and protect the confidentiality of all the information acquired as a result of or pursuant to this Agreement and will not, without the other Party's prior written consent, disclose any such information to a third party (except UPSMF), unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Mentur Institute.

#### 5. Monitoring Mechanism

The review of Quality Improvement processes and interventions would be conducted by the Mentor and Mentee Institute once every three months.

In the review meeting, Mentee institute and Mentor Institute will jointly present on ground status update against the targets, consolidated insights from interventions, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Mentee Institute.

#### 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

# A. Termination on default by Mentor Institute

Mentee Institute may terminate the MOU, if Mentor Institute fails to:

- Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of 90 days; and / or
- Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or
- Mentor Institute has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that work! causes material adverse effect to the execution of this MOU; and / or

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 Mentor Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Cure Period, Mentee Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

### B. Termination on default by Mentee Institute

Mentor Institute may terminate the MOU, if Mentee Institute fails to:

- Develop an action plan in discussion with Mentor Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- Make available the resources for delivery of quality improvement program as per mode of engagement / intervention decided; and / or
- Nominate the faculty and ensure constitution of QI team in its institute comprising 2 nodal persons + 6 section in-charges among the faculty members within 2 months of engagement between Mentor and Mentee Institutes; and / or
- Ensure in time and spirits, due participation of its faculty in training and other interventions planned by Mentor Institute; and / or
- Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 45 days, and / or
- Mentee Institute is in breach of Clause 3 and 4 of this MOU; and / or
- Mentee Institute has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would causes material adverse effect to the execution of this MOU; and / or
- Mentee Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentor Institute will issue a Default Notice asking Mentee Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentee Institute fails to rectify the default within the Cure Period, Mentor Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.



### C. Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified herein unless mutually extended by Parties in writing.

## D. Termination on MoU becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoU substantially or completely unenforceable, either Party may terminate this MoU with immediate effect.

#### 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Mentor Institute	Mentee Institute
Tel: 13d to 3681 Fax: Email: baba medite pedar (S@grei).ton Contact: 6446683169 With a copy to: tif3MF	Tel: Fax: Email: upsmfac.0794@gmail.com Contact: 9695709623 With a copy to: UPSMF

#### 8. Amendment

Any amendment to this MOU shall be made by mutual written consent of both the Parties.

#### 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties fail to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.



Page 8 of 9

By

Principal Baba college of Nausity, Lucknew (UP)

Name: Ot. Arthuna Chauhak

Title: Principal

In the presence of:

Witness: Hood Projetar

Name:

Abbijak Sharanija

Address: 50, pasiyari, chinhad, shva

Road Linknew (U.P.)-48648

By

Ourchan. Principal Ara Shandliya School of Yoursing

Vill, Badhupur P.O. Mahaderes Dist. Sultangur

Name: Kanchan Mishra

Title: Principal

In the presence of:

Witness

Name: Miss. Shikha Upadhayay

Address: Ara Shandilya School of Nursing

Sultanpur

Dr. ARCHAMA CHOUHAN CHISTA LUCIONAL TACA



# MEMORANDUM OF UNDERSTANDING

Between Joseph Fostitute of Narring & Paramodrus Forences, Shadele And Bater Nicolog Entiring Distitute of Purumentant Leabour





### Memorandum of Understanding

as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

#### AND

referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter, Baba Norsing College Institute of Paramedical Lucknew Mentor Institute and Javan Deep Institute of Norsing & Paramedical Sciences, Blandohi. Mentee Institute are collectively referred to as Parties

#### Whereas,

- A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;
- B. Nursing cadre, which underpins the entire healthcare system, is one of the components where quality improvement needs have been identified;
- C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state;
- D. In its pursuit to instill quality in Nursing education, Government of Uttar Pradesh in the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission, UPSMF with the help of its technical partner Jhpiego, amongst various components, has also conceptualized a Supportive Supervision Program, wherein Mentor Institute (high performing institute) have been identified which can support Mentoe Institute (low-performing institute) to perform better. Through this process quality within each institution will be ensured.
- E. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of Mentor Institute in Phase 1;
- F. Boths Nursing College Institute of Paramedical Lucinow is amongst one of the selected Menter Institute;
- G. Joesen Deep Invitains of Norsing & Poromedical Sciences, thoulable has expressed its willingness to work with Buba Norsing College Institute of Parametrical Locknow to improve the quality of education at the Mentee Institute under the Supportive Supervision Programs of Mission Niramaya.

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PURCHANA CHOUHAN

NOW THEREFORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Mentor Institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh. In consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on 30-06-2023 (hereinafter the 'Effective Date') and shall continue for a period of 1 (one) years ending on 30-06-2024.

#### 2. Obligations of the Parties

#### Mentor Institute

- In discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required, for baseline assessment of nursing education in Mentee Institute using performance standards tool; and on the basis drawn action plan for improvement and identify the areas of support and for Mentee Institute.
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  Institute after 1 year of engagement between Mentor and Mentee Institutes.
- Facilitate visits by the representatives of Mentee Institute to NESC (Nursing Education Study Centre) to understand about the best practices (at the cost of Mentee Institute).
- Inform UPSMF on activity tracker for quality improvement (Q1) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMF)

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Dr. ARCHANA CHOUHAN

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would provide the activity tracker and tool to track progress on performance standards)

- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentee Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

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- Financially support the quality improvement program (for e.g. travel cost, stay and HR honorarium, etc.) as agreed with Mentor Institute as per the terms of this MOU.

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- Provide any other support required for overall coordination of Supportive Supervision Program.

Dr. ARCHANA CHOUHAN

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#### 3. Anti-poaching

Mentor Institute and Mentee Institute agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

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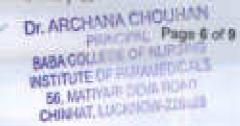
#### 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

# A. Termination on default by Mentor Institute

Mentee Institute may terminate the MOU, if Mentor Institute fails to:

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- Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or



- Mentor Institute has been, or is in the process of being liquidated, dissolved, woundup, amalgamated or reconstituted in a manner that would cause a material adverse effect to the execution of this MOU; and / or
- Mentor Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Cure Period, Mentee Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

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- Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 45 days; and / or
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# □ Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified herein unless mutually extended by Parties in writing.

# D. Termination on MoU becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoU substantially or completely unenforceable, either Party may terminate this MoU with immediate effect.

#### 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Mentor Institute	Mentee Institute Norma & Parameter of	
Tel: 7307405827 Fax: Email: babo mentermenter 23@ grad on Contact: 8770883989. With a copy to:	Tel: Director Fax: Email: jeevandeepnursingcollege@gmail.com Contact: 9936042720 With a copy to: UPSMF	

#### 9. Amendment

Any amendment to this MOU shall be made by mutual written consent of both the Parties.

# 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties fail to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

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Title Principal

In the presence of

Witness Assidt. Professor

Name: ASIAL Pharmy

Franklin Cliff skin Addressa

By

Name: Rajoev Singh

Title

In the presence of:

Witness

Name: Rajeev Singh

Address: | Indra Mill Square, Jaunpur Road,Bhadohi-221409 (U.P.)

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Dr. ARCHANA CHOUHAN

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JULY 10, 2023



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## Memorandum of Understanding

(Baba College Of Nursing, Lucknow)

(Hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

#### AND

(Soi School of Nursing & Paramedical Institute)

(Hereinafter referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

#### Whereas,

- A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;
- B. Nursing cadre, which underpins the entire healthcare system, is one of the components where quality improvement needs have been identified;
- C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state.
- D. In its pursuit to instill quality in Nursing education, Government of Uttar Pradeshin the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission, UPSMF with the help of its technical partner phologoamongst various components, has also conceptualized a Supportive Supervision Program, whereinMentor Institute (high performing institute) have been identified which can support Mentee Institute(low-performing institute) to perform better. Through this process quality within each institution will be ensured.
- E. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of Mentor Institute in Phase 1;
- F. \_(Baba College Of Nursing, Lucknow) is amongst one of the selected Mentor Institute:



quality of education at the Mentee Institute under the Supportive Supervision Programs of Mission Niramaya.

NOW THEREFORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Mentor Institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh. In consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on \_{DEF EG\_2023} (hereinafter the 'Effective Date') and shall continue for a period of 1 (one) years ending on \_\_UULY 10, 2024 ) JULY 10, 2024)

# 2. Obligations of the Parties

#### Mentor Institute

- in discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required, for baseline assessment of nursing education in Mentee Institute using performance standards tool, and on the basis drawn action plan for improvement and identify the areas of support and for Mentee Institute.
- In discussion with Mentee Institute of Owner, Principal and Faculty, identify the areas of support the Mentor Institute can offer to a Mentee Institute.
- In discussion with Mentee Institute, jointly develop an action plan incorporating mode of engagement (physical/virtual) and intervention/s (giving information/sharing formats/capacity building training (no of faculty to be trained)/exposure visits/documentation/motivation/communication/planning with performance measurement mechanism (indicators to show completion of support, etc. to support Mentee Institute for quality improvement.
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- Inform UPSMF on activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMF would provide the activity tracker and tool to track progress on performance standards)
- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentee Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

#### Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (QI) team in
  its institute comprising 2 nodal persons + 4/6 (depending on selected set of
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Dr. ARCHANA CHOUHAN

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#### 3. Anti-poaching

Mentor Institute and Mentee Institute agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

### 4. Confidentiality

Mentor Institute and Mentee Institute undertake to respect and protect the confidentiality of all the information acquired as a result of or pursuant to this Agreement and will not, without the other Party's prior written consent, disclose any such information to a third party (except UPSMF), unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Mentor Institute.

# 5. Monitoring Mechanism

The review of Quality Improvement processes and interventions would be conducted by the Mentor and Mentee Institute once every three months.

In the review meeting, Mentee institute and Mentor Institute will jointly present on ground status update against the targets, consolidated insights from interventions, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Mentee Institute.

#### 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

# A. Termination on default by Mentor Institute

Mentee Institute may terminate the MOU, if Mentor Institute fails to:

- Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of 90 days; and / or
- Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or
- Mentor Institute has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would causes material adverse effect to the execution of this MOU; and / or

Control Page 6 of 9

 Mentor Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Cure Period, Mentee Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

# B. Termination on default by Mentee Institute

Mentor Institute may terminate the MOU, if Mentee Institute fails to:

- Develop an action plan in discussion with Mentor Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- Make available the resources for delivery of quality improvement program as per mode of engagement / intervention decided; and / or
- Nominate the faculty and ensure constitution of QI team in its institute comprising 2 nodal persons + 6 section in-charges among the faculty members within 2 months of engagement between Mentor and Mentee Institutes; and / or
- Ensure in time and spirits, due participation of its faculty in training and other interventions planned by Mentor Institute; and / or
- Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 45 days; and / or
- Mentee Institute is in breach of Clause 3 and 4 of this MOU; and / or
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# C. Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified herein unless mutually extended by Parties in writing.

# D. Termination on MoU becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoU substantially or completely unenforceable, either Party may terminate this MoU with immediate effect.

#### 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Mentor Institute	Mentee Institute
Tel: 1301 409 K/1 Fax: Email: bula previce proving 3@graduam Contact: 644 668 8383 With a copy to: UPS116	Tel: Fax: Email: upsmfac.0955@gmail.com Contact: 9695920071 With a copy to: UPSMF

#### 8. Amendment

Any amendment to this MOU shall be made by mutual written consent of both the Parties.

# 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties fail to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.



Page 8 of 9

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Name: Lit. Archain Chaukan

Title: (ribits)

In the presence of:

Witness:

Name: Applied Planary

Address: St. Malyari, Chicket, Devo

Name: Miss. Shabina Bano

Address: Sai School of Nursing & Paramedical Institute Sultanpur

Dr. ARCHANA CHOADAN

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# MEMORANDUM OF UNDERSTANDING

Between (Man 2 - 12 Innounce School) And (Date College Of Sourcing)

28 July 2023



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### Z. Obligations of the Parties.

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#### 4. Confidentially

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### 5 Monitoring Means seem

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#### 6. Termination of the

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# C. Termination on a second \$1000 Duration

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#### 7. Commission

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# 9. Governing Line and Dispute resolutions

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# MEMORANDUM OF UNDERSTANDING

Between P.P.S Callege of Nursing, Burndonki And Baha College of Nursing.

Lucknow

JULY 27: 2023



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## Memorandum of Understanding

## Baba College of Nursing, Lucknow

(hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and

#### AND

## P.P.S College of Nursing, Barabanki

(hereinafter referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and

Hereafter, Baba College of Nursing, Lucknow Mentur Institute and P.P.S College of Nursing, Barabanki MenteeInstitute are collectively referred to as Parties

#### Whereas.

- A. Government of Urtar Pradesh has been taking up various steps to establish quality in
- E Nursing cadre, which underpins the entire healthcare system in one of the components where quality improvement needs have been identified;
- C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Umar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term
- D. In its pursuit to instill quality in Nursing education, Government of Uttar Pradeshin the leadership of honorable Chief Minister Launched Mission Niramaya ("Mission"). Under the Mission,UPSMF with the help of its technical partner Jhpiego,hmongst various components has also conceptualized a Supportive Supervision Program. whereinMentur Institute (high performing institute) have been identified which can support Mentee Institute(low-performing institute) to perform better. Through this process quality within each institution will be ensured.
- E. After rigorous screening process, 12 Nursing Institutes have been identified to play
- F. Baba Callege of Nursing, Lucknow is amongst one of the selected Mentor Institute;
- G. P.P.S College of Nursing. Barabanki has expressed its willingness to work with Baba College of Nursing, Lucknow to improve the quality of education at the Memore Institute under the Supportive Supervision Programs of Mission Niramaya, AND Page 1

TOTAL CASE PORCE

NOW THEREFORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Mentor Institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh.in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on *July 27, 2023* (hereinafter the 'Effective Date') and shall continue for a period of I (one) years ending on July 26, 2024.

### 2. Obligations of the Parties

#### Mentor Institute

- In discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required for baseline assessment of marsing education in Mentee Institute using performance standards tool and on the basis drawn action plan for improvement and identify the areas of supportand for Mentee Institute.
- In discussion with Mentee Institute of Owner, Principal and Faculty, identify the areas
  of support the Mentor Institute can offer to a Mentee Institute.
- In discussion with Mentee Institute, jointly develop an action plan incorporating mode of engagement (physical/virtual) and intervention/x (giving information/sharing formats/capacity building training (no of faculty to be trained)/exposure visits/documentation/morivation/communication/planning with timelines and performance measurement mechanism (indicators to show completion of support, etc. to support Mentre Institute for quality improvement.
- Assist Mentee Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Timely deliver the quality improvement program through the mode of engagement / intervention decided in the manner to help Menter Institute achieve quality improvement in the areas identified.
- Ensure constitution of QI team in Mestee Institute comprising 2 nodal persons + 4/6
  (depending on selected set of performance standards) section in charges among the
  faculty members which will take over the role of technical support from Mentor
  Institute after 1 year of engagement between Mentor and Mentee Institutes.
- Facilitate visits by the representatives of Mentee Institute to NESC (Nursing Education Study Centre) to understand about the best practices (at the cost of Montee Institute).
- Inform UPSMF on scrivity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards

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(UPSMFwould provide the activity tracker and tool to track progress on performance standards)

- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentee Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

#### Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (QI) seam in its
  institute comprising 2 nodal persons + 4/6 (depending on selected set of performance
  standards) section in charges among the faculty members who will take over the role
  of technical support from Mentor Institute after 1 year of engagement between
  Mentor and Mentee Institutes.
- In discussion with Mentor Institute, facilitate joint physical validation of performance standards of institute, for baseline assessment of nursing education using performance standards tool and on this basis identity the areas of improvement and drawn an action plan for improvement.
- In discussion with its Faculty, Principal & Owner, identify the areas of improvement where it needs support from a Mentor Institute and the areas where they can do selfimprovement.
- In discussion with Menter Institute, jointly develop an action plan incorporating mode of engagement / intervention with rimelines, performance measurement mechanism, etc. to work with Menter Institute for self-quality improvement.
- Work with Mentur Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Ensure timely availability of resources for delivery of quality improvement program as per mode of engagement / intervention decided.
- Ensure in time and spirits, due participation of its faculty in training and other interventions jointly planned with Menter Institute.
- Periodically conduct, with the help of Mentor Institute, assessment and improvise action plan in its Institute every quarterly.
- Share the quarterly self-assessment of performance standards and action planwithMentor Institute.
- Financially support the quality improvement program (for e.g. travel cust, stay and HR honorarium, etc.) as agreed with Mentor Institute as per the terms of this MOU.
- Make visits to NESC of the Mentor Institute to understand about the treatment

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- Provide any other support required for overall coordination of Supportive

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#### 3. Anti-poaching

Mentor institute and Mentee Institute agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

#### 4. Confidentiality

Mentor Institute and Mentoe Institute undertake to respect and protect the confidentiality of all the information acquired as a result of or pursuant to this Agreement and will not without the other Party's prior written consent disclose any such information to a third party (except UPSMF), unless it is required to do so by any applicable law or regulation or in specifically authorised to do so bermander or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Mentor Institute.

### 5. Monitoring Mechanism

The review of Quality Improvement processesand interventions would be conducted by the Mentor and Menter Institute oncreverythree months.

In the review meeting, Mentee institute and Mentor Institute will jointly present on ground status update against the targets consulidated insights from intercontinus, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Mentee Institute.

### 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

## A. Termination on default by Mentor Institute

Mentee Institute may terminate the MOU, if Menter Institute fails to-

- Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and for
- Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of 90 days; and / or

Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or 3510N



- . Mentur Institute has been, or is in the process of being liquidated, dissolved, woundup, amaigamated or reconstituted in a manner that would cause material adverse effect to the execution of this MOU; and / or
- Mentor Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

in case of any of the above default, Mentee Institute will insee a Default Notice asking Memor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Cure Period, Meutee Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

### B. Termination on default by Mentre Institute

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- Make available the resources for delivery of quality improvement program as permode of engagement / intervention decided; and / or
- Nominate the faculty and ensure constitution of QI team in its institute comprising 2 model persons + 6 section in-charges among the faculty members within 2 months of engagement between Mentor and Mentee Institutes; and / or
- Ensure in time and spirits, due participation of its faculty in training and other interventions planned by Mentor Institute; and / or
- · Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 45 days; and / or
- Mentee Institute is in breach of Clause 3 and 4 of this MOU; and / or
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### C Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified herein unless mutually extended by Parties in writing

## D. Termination on MoU becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoUsubstantially or completely upenforceable, either Party may terminate this MoU with impediate effect.

#### 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by faculative transmission. In relation to a notice given under this MOU any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

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Tel: 730 740 9827 Fax: Email: babamenter menter 190 gmail con Contact: 877088 89 89. With a copy to: UPIMP	Tel: ' Fax: Email: Principle Regio Spreit con Contact: 97930 \$50/9 With a copy to: UPSMF

#### 8. Amendment

Any amendment to this MOU shall be made by mutual written consent of both the Parties.

## 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resurt to resolve any disagreement / dispute / grievance amicably, in case Parties fail to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties heroto have duly executed this Agreement as of the date and year herotrabove first written.



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Principal. By Baba college of Norsing, Lackness (U.P). pr. Archaka Chouhan Name: Name: Sunii Kumar Sharma Title. Principal. Title: Principal In the presence of Witness Assistant Professor Name: Mrs Anjali chohurch Name: ME AMUE STATE AND Address St Matiyan, chiefat, Deva

- 226028

CHOMIE / / CHO

Address: P.P.5 College of Nursing, Barabanio

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# MEMORANDUM OF UNDERSTANDING





Page 1 of 9

### Memorandum of Understanding

(Full name of montor Institute) BABA COLLEGE OF NURSING.
LUCKNOW

(hereinafter referred to us "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

#### AND

(hereinafter referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter,	BABA	COLL	EKE	OF	NU	RSING.
MAA SCIENCES!	CHANDRIKA	DEVI	INSTITUT	TE .	OF OF	PARAMEDICAL
collectively	referred to as Par	tles	3	-	-	- are

#### Whereas,

- A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;
- B. Nursing cadre, which underpins the entire healthcare system, is one of the components where quality improvement needs have been identified;
  - C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state;
  - D. In its pursuit to instill quality in Nursing education, Government of littar Pradeshin the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission, UPSMF with the help of its technical partner Jhpiego, amongst various components, has also conceptualized a Supportive Supervision Program, whereinMentor Institute (high performing institute) have been identified which can support Mentee Institute(low-performing institute) to perform better. Through this process quality within each institution will be ensured.

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Page 2 of 8

- E. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of Mentor Institute in Phase 1;
- F. BABA COLLEGE OF NURSING LUCKNOW is amongst one of the selected Mentor Institute;

NOW THEREFORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Mentor Institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh.In consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on \_14.06.2023\_ (hereinafter the 'Effective Date') and shall continue for a period of 1 (one) years ending on 14.06.2024

## 2. Obligations of the Parties

#### Mentor Institute

- In discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required, for baseline assessment of nursing education in Mentee Institute using performance standards tool; and on the basis drawn action plan for improvement and identify the areas of supportand for Mentee Institute.
- In discussion with Mentee Institute of Owner, Principal and Faculty, identify the areas
  of support the Mentor Institute can offer to a Mentee Institute.
- In discussion with Mentee Institute, jointly develop an action plan incorporating mode
  of engagement (physical/virtual)and intervention/s (giving information/sharing
  formats/capacity building training (no of faculty to be trained)/exposure
  visits/documentation/motivation/communication/planning with timelines and
  performance measurement mechanism (indicators to show completion of support,
  etc. to support Mentee Institute for quality improvement.
- Assist Mentee Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Timely deliver the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified.

Dr. ARCHAMA CHOUHAN

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Page 3 of 9

- Ensure constitution of QI team in Mentee Institute comprising 2 nodal persons \* 4/6 (depending on selected set of performance standards) section in-charges among the faculty members which will take over the role of technical support from Mentor Institute after 1 year of engagement between Mentor and Mentee Institutes.
- Facilitate visits by the representatives of Mentee Institute to NESC (Nursing Education Study Centre) to understand about the best practices (at the cost of Mentee Institute).
- Inform UPSMF on activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMFwould provide the activity tracker and tool to track progress on performance standards)
- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentee Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

#### Mentee Institute

- Orient the owner, management, principal, faculty and staif of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (QI) team in its institute comprising 2 nodal persons + 4/6 (depending on selected set of performance standards) section in-charges among the faculty members who will take over the role of technical support from Mentor Institute after 1 year of engagement between Mentor and Mentee Institutes.
- In discussion with Mentor Institute, facilitate jointphysical validation of performance standards of institute, for baseline assessment of nursing education using performance standards took and on this basis identify the areas of improvement and drawn an action plan for improvement.
- In discussion with its Faculty, Principal & Owner, identify the areas of improvement where it needs support from a Mentor Institute and the areas where they can do selfimprovement.
  - In discussion with Mentor Institute, jointly develop an action plan incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to work with Mentor Institute for self-quality improvement.
  - Work with Mentor Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Ensure timely availability of resources for delivery of quality improvement program as per mode of engagement / intervention decided.

Dr. ARCHANA CHOUHAN

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Page 4 of 9

- · Ensure in time and spirits, due participation of its faculty in training and other interventions jointly planned with Mentor Institute.
- · Periodically conduct, with the help of Mentor Institute, assessment and improvise action plan in its Institute every quarterly.
- Share the quarterly self-assessment of performance standards and action planwithMentor Institute.
- Financially support the quality improvement program (for e.g. travel cost, stay and HR bonorarium, etc.) as agreed with Mentor Institute as per the terms of this MOU.
- Make visits to NESC of the Mentor Institute to understand about the best practices
- Inform UPSMF in case of separation from or joining to the Mentor Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

Dr. ARCHANA CHOUHAN BABA COLLEGE OF MERCHAN INSTITUTE OF PARLIE DICALS SA MATINAN DELO ROLL CHAPLET, LUCKS, O16-25-124

#### 3. Anti-poaching

Mentor Institute and Mentee Institute agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

#### 4. Confidentiality

Mentor Institute and Mentee Institute undertake to respect and protect the confidentiality of all the information acquired as a result of or pursuant to this Agreement and will not, without the other Party's prior written consent, disclose any such information to a third party (except UPSMF), unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Mentor Institute.

## 5. Monitoring Mechanism

The review of Quality Improvement processesand interventions would be conducted by the Mentor and Mentee Institute once everythree months.

In the review meeting, Mentee institute and Menter Institute will jointly present on ground status update against the targets.consolidated insights from interventions, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Mentee Institute.

### 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

## A. Termination on default by Mentor Institute

Mentee Institute may terminate the MOU, if Mentor Institute fails to:

 Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or

 Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of 90 days; and / or

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Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or CHOUNN!

Page E of S

- Mentor Institute has been, or is in the process of being liquidated, dissolved, woundup, amalgamated or reconstituted in a manner that would cause material adverse effect to the execution of this MOU; and / or
- Mentor Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Montor Institute fails to rectify the default within the Cure Period, Mcotee Institute may terminate the MOU with immediate effect and communicate

## B. Termination on default by Mentee Institute

Mentor Institute may terminate the MOU, if Mentee Institute fails to:

- Develop an action plan in discussion with Mentor Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- Make available the resources for delivery of quality improvement program as per mode of engagement / intervention decided; and / or
- Nominate the faculty and ensure constitution of QI team in its institute comprising 2 nodal persons + 6 section is-charges among the faculty members within 2 months of engagement between Mentor and Mentee Institutes; and / or
- Ensure in time and spirits, due participation of its faculty in training and other interventions planned by Mentor Institute; and / or
- . Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 45 days; and / or
- Mentee Institute is in breach of Clause 3 and 4 of this MOU; and / or
- Mentee Institute has been, or is in the process of being liquidated, dissolved, woundup, amalgamated or reconstituted in a manner that would causea material adverse effect to the execution of this MOU; and / or
- Mentee Institute issues a Termination Notice in violation of this MOU; or the Menter Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentor Institute will issue a Default Notice asking Mentee Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentee Institute fails to rectify the default within the Cure Period, Mentor Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

Dr. ARCHAMA CHOUTAN BABACOLLI TO OF TARRESTS MATITUTE OF THE LINE AND 54 VALLOOV DELATE CHANGE, LUCKERIES

Page 7 of 9

## C. Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified herein unless mutually extended by Parties in writing.

## D. Termination on MoU becoming unenforceable

in case due to any act or event, which is beyond the capacity of Parties, renders the MoUsubstantially or completely unenforceable, either Party may terminate this MoU with immediate effect.

#### 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below.

Mentor Institute	Mentee Institute
Tel: 7309409827 Fac Email: behavior her wester 220 g mail or Contact: 8770863989. With a copy to: UPSMF	Tel: Fax: Email: mcdGpx 1017@gmoil:com Contact: 9415 0 20266 With a copy to: UPSMF

#### 8. Amendment

Any amendment to this MOU shall be made by mutual written consent of both the Parties.

## 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties full to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

Dr. ARCHAMA CHITUTHAM

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Page 8 of 9

Principal Baha college of Nursing. Pri Jego Sharkov. Name pr Archana chowhan hamm har - Jaya shankani -Tittle Principal. Nedal passon medies. In the presence of in the presence of Witness Assistant Professor. Witness Maine Mrs Arjali chaturrech Name Pay. Richal Sings Pratap. Address St. Martyani, chimhat. Affiliass manchandrike Devi Institute Deva Road, Lucknow (U.A.) parameters Aciences, Luckness 45 An obde - 226021.

Dr. ARCHANA CHOUHAN

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# MEMORANDUM OF UNDERSTANDING

Between...(Full name of mentee institute)Indian Institute of Medical Science AyodhyaAnd...(Full name of mentor Institute)...Baba College of Nursing Ayodhya

JULY 11 2023

Dr. ARCHANA CHOUHAN

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BARA COLLEGE OF MURSING

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Page 1 of 9

## Memorandum of Understanding

(Full name of mentor institute) Baba college of nursing Lucknew ....

(hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and

#### AND

(Full name of mentee institute) Indian Institute Io Medical Sciences Ayodhya ...

(hereinafter referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and

Hereafter, ... (Baba college of nursing Lucknow ). Mentor Institute and (Indian Institute fo Medical Sciences Ayodhya)... MenteeInstitute are collectively referred to as

#### PartiesWhereas,

A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;

B. Nursing cadre, which underpins the entire healthcare system, is one of the

components where quality improvement needs have been identified;

C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state:

- D. In its pursuit to instill quality in Nursing education, Government of Uttar Prodeshin the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission, UPSMF with the help of its technical partner Jhpiego, amongst various components, has also conceptualized a Supportive Supervision Program, whereinMentor Institute (high performing institute) have been identified which can support Mentee Institute(low-performing institute) to perform better. Through this process quality within each institution will be ensured.
- E. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of Mentor Institute in Phase 1;

F. .. (Baba college of nursing Lucknow).... is amongst one of the selected Mentor Institute:

G. ..(Indian Institute fo Medical Sciences Ayodhya )...... has expressed its willingness to work with .. ( Baba college of nursing Lucknow ) .... to improve the quality of education at the Mentee Institute under the Supportive Supervision Programs of Mission

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Page 2 of 9

NOW TREREFORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Mentor Institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh.In consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows: I. Duration

This Agreement shall come into effect on [ JULY 11, 2023) (hereinafter the Effective Date') and shall continue for a period of 1 (one) years ending on \_L( JULY 11, 2024)\_

## 2. Obligations of the Parties

## Mentor Institute

N.

- In discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required for baseline assessment of nursing education in Mentee Institute using performance standards tool; and on the basis drawn action plan for improvement and identify the areas of supportand for Mentee Instituce.
- In discussion with Mentee Institute of Owner, Principal and Faculty, identify the areas of support the Mentor Institute can offer to a Mentoe Institute.
- In discussion with Mentee Institute, jointly develop an action plan incorporating mode of engagement (physical/virtual)and intervention/s (giving information/sharing formats/capacity building training (no of faculty to be trained)/exposure visits/documentation/motivation/communication/planning performance measurement mechanism (indicators to show completion of support, etc. to support Mentee Institute for quality improvement.
- Assist Mentee Institute in developing quality monitoring framework, which will be
- Timely deliver the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality
- Ensure constitution of QI team in Mentee Institute comprising 2 nodal persons + 4/6 (depending on selected set of performance standards) section in-charges among the faculty members which will take over the role of technical support from Mentor Institute after 1 year of engagement between Mentor and Mentee Institutes.
- Facilitate visits by the representatives of Mentee Institute to NESC (Nursing Education Study Centre) to understand about the best practices (at the cost of Mentee Institute). Inform UPSMF on activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards



Page 3 of 9

(UPSMFwould provide the activity tracker and tool to track progress on performance

- Inform UPSMF in case of separation from or joining to the Mentor Institute, any
- Provide any other support required for overall coordination of Supportive

#### Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (QI) team in its institute comprising 2 nodal persons + 4/6 (depending on selected set of performance standards) section in-charges among the faculty members who will take over the role of technical support from Mentor Institute after 1 year of engagement between
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- Periodically conduct, with the heip of Mentor Institute, assessment and improvise action plan in its Institute every quarterly.
- Share the quarterly self-assessment of performance standards and action
- Financially support the quality improvement program (for e.g. travel cost, stay and HR honorarium, etc.) as agreed with Mentor Institute as per the terms of this MOU.
- Make visits to NESC of the Mentor Institute to understand about the best practices

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Page 4 of 9

- Inform UPSMF in case of separation from or joining to the Mentor Institute.
- Provide any other support required for overall coordination of Supportive

Dr. ARCHANA CHOUHAN

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#### 3. Anti-peaching

Mentor Institute and Mentee Institute agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

### 4. Confidentiality

Mentor Institute and Mentee Institute undertake to respect and protect the confidentiality of all the information acquired as a result of or pursuant to this Agreement and will not, without the other Party's prior written consent, disclose any such information to a third party (except UPSMF), unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Mentor Institute.

### 5. Monitoring Mechanism

The review of Quality Improvement processesand interventions would be conducted by the Mentor and Mentee Institute once everythree months.

In the review meeting, Mentee Institute and Mentor Institute will jointly present on ground status update against the targets, consolidated insights from interventions, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Mentee Institute.

### 6. Termination of MOU

condition for Termination: MOU may be terminated in case of any of the following:

## A. Termination on default by Mentor Institute

Mentee Institute may terminate the MOU, if Mentor Institute fails to:

- Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of

Mentor Institute is in breach of Clause 3 and 4 of this MOU and / or

Dr. ARCHAN MSTITUTE OF FURNIESS ALS MATYARI DEVA ROAD CHOOLE, LUCKNOWN MOUSE

Page 5 of 9

 Mentor Institute has been, or is in the process of being liquidated, dissolved, wound. up, amalgamated or reconstituted in a manner that would cause material adverse

Mentor Institute issues a Termination Notice in violation of this MOU; or the Mentor

Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Core Period, Mentee Institute may terminate the MOU with immediate effect and communicate

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Ensure in time and spirits, due participation of its faculty in training and other

Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Menter Institute as per the terms of this MOU and such delay continues for a period of 45 days; and / or Mentee Institute is in breach of Clause 3 and 4 of this MOU; and / or

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## C. Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified herein unless mutually extended by Parties in writing.

# D. Termination on Moll becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoUsubstantially or completely unenforceable, either Party may terminate this MoU with immediate effect.

### 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Mentor Institute	Mentee institute
Tel: 7307409827 Fax: Email: babamenteementer 23@gmail.co Contact: 9770983389. With a copy to: URSNF	Tel: 7905202014 Fax: Email: dkgupta093.2301spgmail.cnm Contact: 9929826898 With a copy to: UPSA/F

#### 8. Amendment

Any amendment to this MOU shall be made by mutual written consent of both the Parties.

## 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance arricably. In case Parties fail to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

Dr. ARCHANA CHOUHAN

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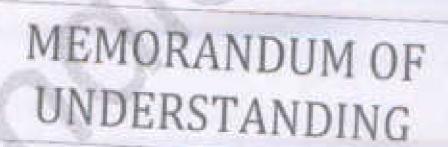
Page 8 of 9

Principal. By Baba college of Nursing. Name Dv. Archang Choukins, Name: Mr. Naveen No. Over 1 In the presence of Principal Manuel Assistant Profesor In the profesor Chatarvect Witness the rotal Distractions In the presence of: Frager Adfro Name: Divya Dwinedi Address: St. Matigari, chahat.

huckhow CUA, 22 6028 Address IIMS Rauxagaon (Ayothya) Dr. ARCHANA CHOLTHAN BARA COLLEGE OF THE C CHRISTAT, CASCASION SECULA

Page 8 of 8





Between: (Jhanni School Of Nursing)..... Nursing, Lucknow)...

And . ( Baba College Of



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Page 1 of 9

## Memorandum of Understanding

(Baba College Of Nursing, Lucknow)

(Hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

#### AND

(Jhanvi School Of Nursing)

(Hereinafter referred to as "Mentre Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter, \_{ Baba College Of Nursing, Lucknow). Mentor Institute and \_{ Ihanvi School Of Nursing).... Mentee Institute are collectively referred to as Parties

#### Whereas,

- A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;
- B. Nursing cadre, which underpins the entire healthcare system, is one of the components where quality improvement needs have been identified:
- C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state:
- D. In its pursuit to instill quality in Nursing education, Government of Uttar Pradeshin the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission, UPSMF with the help of its technical partner Jhpiego, amongst various components, has also conceptualized a Supportive Supervision Program, whereinMentor Institute (high performing institute) have been identified which can support Mentee Institute(low-performing institute) to perform better. Through this process quality within each institution will be ensured.
- E. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of Mentor Institute in Phase 1;
- F. \_( Baba College Of Nursing, Lucknow) is amongst one of the selected Mentor Institute;

Dr. ARCHAMA CHOUHAN

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Page 2 of 9

G. \_( Jhanvi School Of Nursing)\_\_\_ has expressed its willingness to work with .. ( Baba College Of Nursing, Lucknow)... to improve the quality of education at the Mentee Institute under the Supportive Supervision Programs of Mission Niramaya

NOW THEREFORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Mentor Institute will assist in quality improvement ofMentee Institutes across Uttar Pradesh.In consideration of the mutual covenants, promises, assurances, representations and provisions set forth berein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on LULLY 28, 2022 ) (hereinafter the Effective Date') and shall continue for a period of 1 (one) years ending on-(#ULY 26 2023, JULY 26 2024)

## 2. Obligations of the Parties

### Mentor Institute

- · In discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required, for baseline assessment of nursing education in Mentee Institute using performance standards took and on the basis drawn action plan for improvement and identify the areas of supportand for Menter Institute.
- In discussion with Mentee Institute of Owner, Principal and Faculty, identify the areas of support the Mentor Institute can offer to a Mentre Institute.
- In discussion with Mentee Institute, jointly develop an action plan incorporating mode of engagement (physical/virtual)and intervention/s (giving information/sharing formats/capacity building training (no of faculty to be trained)/exposure visits/documentation/motivation/communication/planning with timelines and performance measurement mechanism (indicators to show completion of support, etc. to support Mentee Institute for quality improvement.
- Assist Mentee Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Timely deliver the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified.
- Ensure constitution of QI team in Mentee Institute comprising 2 nodal persons + 4/6 (depending on selected set of performance standards) section in-charges among the

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Page 2 of 9

faculty members which will take over the role of technical support from Mentor Institute after 1 year of engagement between Mentor and Mentee Institutes.

- Facilitate visits by the representatives of Mentee Institute to NESC (Nursing Education Study Centre) to understand about the best practices (at the cost of Mentee Institute).
- Inform UPSMF on activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMFwould provide the activity tracker and tool to track progress on performance standards)
- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentee Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

#### Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (Qf) team in its
  institute comprising 2 nodal persons + 4/6 (depending on selected set of performance
  standards) section in-charges among the faculty members who will take over the role
  of technical support from Mentor Institute after 1 year of engagement between
  Mentor and Mentee Institutes.
- In discussion with Mentor Institute, facilitate jointphysical validation of performance standards of institute, for baseline assessment of nursing education using performance standards tool; and on this basis identify the areas of improvement and drawn an action plan for improvement.
- In discussion with its Faculty. Principal & Owner, identify the areas of improvement where it needs support from a Mentor Institute and the areas where they can do selfimprovement.
- In discussion with Mentor Institute, jointly develop an action plan incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to work with Mentor Institute for self-quality improvement.
- Work with Mentor Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Ensure timely availability of resources for delivery of quality improvement program as per mode of engagement / intervention decided.
- Ensure in time and spirits, due participation of its faculty in training and other interventions jointly planned with Mentor Institute.

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- Periodically conduct, with the help of Mentor Institute, assessment and improvise action plan in its Institute every quarterly.
- Share the quarterly self-assessment of performance standards and action
- Financially support the quality improvement program (for e.g. travel cost, stay and HR honorarium, etc.) as agreed with Mentor Institute as per the terms of this MOU.
- Make visits to NESC of the Mentor Institute to understand about the best practices
- Inform UPSMF in case of separation from or joining to the Mentor Institute.
- Provide any other support required for overall coordination of Supportive

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### 3. Anti-poaching

Mentor Institute and Mentee Institute agree not to directly or Indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

### 4. Confidentiality

Mentor Institute and Mentee Institute undertake to respect and protect the confidentiality of all the information acquired as a result of or pursuant to this Agreement and will not, without the other Party's prior written consent, disclose any such information to a third party (except UPSMF), unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Mentor Institute.

## 5. Monitoring Mechanism

The review of Quality Improvement processes and interventions would be conducted by the Mentor and Mentee Institute once every three months.

In the review meeting, Mentee institute and Mentor Institute will jointly present on ground status update against the targets, consolidated insights from interventions, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Menter Institute.

## 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

## A. Termination on default by Mentor Institute

Mentee Institute may terminate the MOU, if Menter Institute fails to:

- Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or
- · Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of

Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or

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Mentor Institute has been, or is in the process of being liquidated, dissolved, woundup, amalgamated or reconstituted in a manner that would causes material adverse effect to the execution of this MOU; and / or

Mentor Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Cure Period, Mentee Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

## B. Termination on default by Mentee Institute

Mentor Institute may terminate the MOU, if Mentee Institute fails to:

 Develop an action plan in discussion with Mentor Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or

Make available the resources for delivery of quality improvement program as per mode of engagement / intervention decided; and / or

Nominate the faculty and ensure constitution of QI team in its institute comprising 2 nodal persons + 6 section in-charges among the faculty members within 2 months of engagement between Mentor and Mentee Institutes; and / or

. Ensure in time and spirits, due participation of its faculty in training and other

Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 45 days; and / or Mentee Institute is in breach of Clause 3 and 4 of this MOU; and / or

 Mentee Institute has been, or is in the process of being liquidated, dissolved, woundup, amalgamated or reconstituted in a manner that would causes material adverse effect to the execution of this MOU; and / or

Mentee Institute Issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentor Institute will issue a Default Notice asking Mentee Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentee Institute fails to rectify the default within the Cure Period, Mentor Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

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Page 7 of 8

## C Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified herein unless mutually extended by Parties in writing.

## D. Termination on MoU becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoU substantially or completely unenforceable, either Party may terminate this MoU with immediate effect.

#### 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Mentor Institute	Mentee Institute
Tel 730740 9827 Fax: Email: babamenter mentor 22 @ Contact: 4770 8839 83. With a copy to: BPSME	Tel: Fax: 9moil o- Email: Jhanvischoolofnursing@gmail.com Contact: 8317040680 With a copy to: UPSMP

#### 8. Amendment

Any amendment to this MOU shall be made by mutual written consent of both the Parties.

## 9. Governing Law and Dispute resolution:

This MOU shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties fail to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

Dr. ARCHANA CHOUHAN

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Page 8 of 9

PRINCIPAL. BABA COLLEGE OF ATURITAR.

LUCKATOW ( O.A)

Name: Mr. Archana charlies.

Title: Principal

In the presence of:
Witness: Assistant Prefessor
Name: Mrs. Arrival chaluved;

Address: 56, Moliyan', Chinhat.

Devo Road, Lucknes (U.A), 226028,

By

Name: RenuPratap Title: Principal

In the presence of:

Witness:

Name: Dr. Jay sing Yaday

Address: Phanvi School of Nursing, Lock-Abol

PRINCIPAL

JHANVISCHOOL OF NUNSING
SATIMUNASAR BUNGER (UCKNOW)

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### MEMORANDUM OF UNDERSTANDING

BETWEEN (DR. ACHAL SINGH YADAV INSTITUTE OF NURSING & PARAMEDICAL SCIENCE, LUCKNOW)

AND

(BABA COLLEGE OF NURSING, LUCKNOW)

JULY 5, 2023



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#### Memorandum of Understanding

(Baba Callege of Nursing, Lucknow)

(hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

#### AND

(Dr. Achal Singh Yadav Institute of Nursing & Paramedical Science, Lucknow)

(hereinafter referred to as "Mentee Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter, (Baba College of Nursing, Lucknow) Mentor Institute and (Dr. Achal Singh Yadav Institute of Nursing & Paramedical Science, Lucknow) Mentee Institute are collectively referred to as Parties

#### Whereas,

- A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;
- B. Nursing cadre, which underpins the entire healthcare system, is one of the components where quality improvement needs have been identified;
- C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state:
- D. In its pursuit to instill quality in nursing education, Government of Uttar Pradesh in the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission, UPSMF with the help of its technical partner [hpiego, amongst various components, has also conceptualized a Supportive Supervision Program, wherein Mentor Institute (high performing institute) have been identified which can support Mentee Institute (low-performing institute) to perform better. Through this process quality within each institution will be ensured.
- E. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of Mentor Institute in Phase 1;
- F. (Baba College of Nursing, Lucknow) is amongst one of the selected Mentor Institute;
- G. (Dr. Achal Singh Yadav Institute of Nursing & Paramedical Science, Lucknow) has expressed its willingness to work with (Baba College of Nursing, Lucknow to improve the quality of education at the Mentee Institute under the Supportive Supervision Programs of Mission Niramaya.

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Page 2 of 8

NOW THEREFORE this Memorandum of Understanding (MOU) has been entered between the Parties under Supportive Supervision Program wherein Mentor Institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh. In consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on (5th July, 2023) (hereinafter the 'Effective Date') and shall continue for a period of 1 (one) years ending on (4th July, 2024).

#### 2. Obligations of the Parties

#### Mentor Institute

- In discussion with Mentee Institute, jointly conduct physical validation of Mentee Institute, if required, for baseline assessment of nursing education in Mentee Institute using performance standards tool; and on the basis drawn action plan for improvement and identify the areas of support and for Mentee Institute.
- In discussion with Mentee Institute of Owner, Principal and Faculty, identify the areas
  of support the Menter Institute can offer to a Mentee Institute.
- In discussion with Mentee Institute, jointly develop an action plan incorporating mode
  of engagement (physical/virtual) and intervention/s (giving information/sharing
  formats/capacity building training (no of faculty to be trained)/exposure
  visits/documentation/motivation/communication/planning with timelines and
  performance measurement mechanism (indicators to show completion of support,
  etc. to support Mentee Institute for quality improvement.
- Assist Mentee Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Timely deliver the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified.
- Ensure constitution of QI team in Mentee Institute comprising 2 nodal persons + 4/6
  (depending on selected set of performance standards) section in-charges among the
  faculty members which will take over the role of technical support from Mentor
  Institute after I year of engagement between Mentor and Mentee Institutes.
- Facilitate visits by the representatives of Mentee Institute to NESC (Nursing Education Study Centre) to understand about the best practices (at the cost of Mentee Institute).
- Inform UPSMF on activity tracker for quality improvement (QI) on the progress and share the baseline and quarterly validated scores on performance standards (UPSMF)

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Page 3 of 8

would provide the activity tracker and tool to track progress on performance standards)

- Inform UPSMF in case of separation from or joining to the Mentor Institute, any Mentee Institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

#### Mentee Institute

- Orient the owner, management, principal, faculty and staff of the institute on MoU and quality improvement process.
- Nominate the faculty and ensure constitution of Quality Improvement (QI) team in its institute comprising 2 nodal persons + 4/6 (depending on selected set of performance standards) section in-charges among the faculty members who will take over the role of technical support from Mentor Institute after 1 year of engagement between Mentor and Mentee Institutes.
- In discussion with Mentor Institute, facilitate joint physical validation of performance standards of institute, for baseline assessment of nursing education using performance standards tool; and on this basis identify the areas of improvement and drawn an action plan for improvement.
- In discussion with its Faculty, Principal & Owner, identify the areas of improvement where it needs support from a Mentor Institute and the areas where they can do selfimprovement.
- In discussion with Mentor Institute, jointly develop an action plan incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to work with Mentor Institute for self-quality improvement.
- Work with Mentor Institute in developing quality monitoring framework, which will be used to measure performance of Parties under this MOU.
- Ensure timely availability of resources for delivery of quality improvement program as per mode of engagement / intervention decided.
- Ensure in time and spirits, due participation of its faculty in training and other interventions jointly planned with Mentor Institute.
- Periodically conduct, with the help of Mentor Institute, assessment and improvise action plan in its Institute every quarterly.
- Share the quarterly self-assessment of performance standards and action plan with Mentor Institute.
- Financially support the quality improvement program (for e.g. travel cost, stay and HR honorarium, etc.) as agreed with Mentor Institute as per the terms of this MOU.
- Make visits to NESC of the Mentor Institute to understand about the best practices

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Page 4 of 8

- Inform UPSMF in case of separation from or joining to the Mentor institute.
- Provide any other support required for overall coordination of Supportive Supervision Program.

#### 3. Anti-poaching

Mentor Institute and Mentee Institute agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, faculty, contractor, or agent of the other Party during the term of this Agreement and for a period of Twelve (12) months thereafter without the prior written consent of the other Party.

#### 4. Confidentiality

Mentor Institute and Mentee Institute undertake to respect and protect the confidentiality of all the information acquired as a result of or pursuant to this Agreement and will not, without the other Party's prior written consent, disclose any such information to a third party (except UPSMF), unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the Mentor Institute.

#### 5. Monitoring Mechanism

The review of Quality Improvement processes and interventions would be conducted by the Menter and Mentee Institute once every three months.

In the review meeting. Mentee institute and Mentor Institute will jointly present on ground status update against the targets, consolidated insights from interventions, areas of improvement which needs to be factored in the action plan.

A copy of the quarterly update will be sent to UPSMF by the Mentee Institute.

#### 6. Termination of MOU

Condition for Termination: MOU may be terminated in case of any of the following:

#### A. Termination on default by Mentor Institute

Mentee Institute may terminate the MOU, if Mentor Institute fails to:

 Develop an action plan in discussion with Mentee Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or

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Page 5 of 8

 Delays in delivery of the quality improvement program through the mode of engagement / intervention decided in the manner to help Mentee Institute achieve quality improvement in the areas identified and such delays continues for a period of 90 days; and / or

Mentor Institute is in breach of Clause 3 and 4 of this MOU; and / or

Mentor Institute has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause a material adverse effect to the execution of this MOU; and / or

 Mentor Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

In case of any of the above default, Mentee Institute will issue a Default Notice asking. Mentor institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentor Institute fails to rectify the default within the Cure Period, Mentee Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

#### B. Termination on default by Mentee Institute

Mentor Institute may terminate the MOU, if Mentee Institute fails to:

 Develop an action plan in discussion with Mentor Institute, incorporating mode of engagement / intervention with timelines, performance measurement mechanism, etc. to support Mentee Institute for quality improvement; and / or

· Make available the resources for delivery of quality improvement program as per

mode of engagement / intervention decided; and / or

 Nominate the faculty and ensure constitution of QI team in its institute comprising 2 nodal persons + 6 section in-charges among the faculty members within 2 months of engagement between Mentor and Mentee Institutes; and / or

· Ensure in time and spirits, due participation of its faculty in training and other

interventions planned by Mentor Institute; and / or

 Delays the payment relating to the financial support for the quality improvement program (for e.g. travel cost, stay, infrastructure, etc.) as agreed with Mentor Institute as per the terms of this MOU and such delay continues for a period of 45 days; and / or

. Mentce Institute is in breach of Clause 3 and 4 of this MOU; and / or

- Mentee Institute has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause a material adverse effect to the execution of this MOU; and / or
- Mentee Institute issues a Termination Notice in violation of this MOU; or the Mentor Institute commits a default in complying with any other provision of this MOU.

in case of any of the above default, Mentor Institute will issue a Default Notice asking Mentee Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In case, Mentee Institute fails to rectify the default within the Cure

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Page 6 of 8

Period, Mentor Institute may terminate the MOU with immediate effect and communicate the same to UPSMF in writing.

#### C. Termination on completion of MOU Duration

MOU will get terminated on completion of MOU Duration as specified berein unless mutually extended by Parties in writing.

#### D. Termination on MoU becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoU substantially or completely unenforceable, either Party may terminate this MoU with immediate effect.

#### 7. Communication

Any communication or other document which may be shared by either Party under this MOU shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MOU, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Mentor Institute	Mentee Institute
Tel: ∃20∓40982∓ Fax: ₹	Tel: 6386393082
Email: babamentee men tor 33@gmail - com.	Fax: Email: dasyfoundation@email.com
6440 8 839 83	Contact: 9791647644
With a copy to: OPSME.	With a copy to: UASMF

#### B. Amendment

Any amendment to this MOU shall be made by mutual written consent of both the Parties.

#### 9. Governing Law and Dispute resolution:

This MOII shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties fail to resolve amicably, such matter will be addressed under the guidance of Secretary, Uttar Pradesh State Medical Faculty.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

Dr. ARCHANA CHOUHAN

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Page 7 of B

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BABA COLLEGE OF MURLING.

LUCKWOW (U.A)

Name: Or Archana choutian.

Title: Principal

In the presence of:

Witness: Assistant Professor

Name: Mrs Angali chaturech

Address: 50, Maliyori, chinhat. Deva Road, Luckhow (U)

Mr code - 220028

By

Principal,

Dr. Achal Singh Yadav Institute of Nursing & Paramedical Science, Lucknow

Name: Mrs. Muneeswari B. Title: Professor Cum Principal

In the presence of:

Witness: Vice - Principal

Name: Dr. Madan Mohan Gupta

Address: 365, Adhar Kheda

Post - Gudamba, Kursi Road, Lucknow

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Dr. ARCHANA CHOUHAN

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### MEMORANDUM OF ASSOCIATION

Between U.P.State Medical Faculty And Baba Educational Society, Institute of Paramedical Sciences College of Nursing, Lucknow

DECEMBER 2, 2022

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PRINCIPAL

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INSTITUTE OF PARALLEUTCALS

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#### Memorandum of Association

Uttar Pradesh State Medical Faculty, Medical Education ("UPSMF") through Secretary UPSMF having its registered office, State Medical Faculty 5, Sarvapalli, The Mail Avenue, Lucknow, Uttar Pradesh 226001 [hereinafter referred to as "Uttar Pradesh State Medical Faculty" or "UPSMF" which expression shall unless repugnant to the context or meaning thereat be deemed to include its successors and permitted assigned in either case)

#### AND

Baba Educational Society, Institute of Paramedical Sciences College of Nursing, Lucknow

(hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter, Uttar Pradesh State Medical Faculty and Baba Educational Society, Institute of Paramedical Sciences College of Norsing, Lucknow Mentor institute are collectively referred to as Parties

#### Whereas.

- A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;
- B. Nursing cadre, which underpins the entire healthcare system, is one of the components where quality improvement needs have been identified;
- C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state;
- D. In its pursuit to instill quality in Nursing education, Government of Uttar Pradesh in the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission, UPSMF with the help of its technical partner Jupiego, amongst various components, has also conceptualized a Supportive Supervision Program, wherein mentor institutes (High performing institutes) have been identified which can support low-performing institutes ("Menter Institute(s)") to perform better. This will be a mandatory improvement process wherein quality within each institution will be ensured and linked to incentives and penalties.
- E. Norsing institutes which demonstrate better quality while imparting the curricula, will work as a mentor institute and assist other Nursing Institutes ("Mentee Institute(s)") in improving quality of nursing education;
- F. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of mentar institutes in Phase 1;

Dr. ARCHAM CHORDAN PRINCIPAL STREET SERVENTS

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G. Baba Educational Society, Institute of Paramedical Sciences College of Mursing, Lucknow is amongst one of the selected Mental Institute.

NOW THEREFORE this Memorandum of Association (MOA) has been entered between the Parties under Supportive Supervision Program wherein Mentor institute will assist in quality improvement of Mentee Institutes across Uttar Pradesh. In consideration of the reutual covenants, promises, assurances, representations and provisions set forth berein, the Parties hereto agree as follows:

#### 1. Duration

This Agreement shall come into effect on 02.12.2022 (hereinafter the 'Effective Date') and shall continue for a period of 5 (five) years ending on 01.12.2027.

#### 2. Obligations of the Parties

#### Mentor institute

- Work to sustain and further their own clinical and teaching standards in consultations with UPSMF and Impiego.
- Ensure periodical assessment of compliance to quality standards in own institute and submission of action plan thereupon to UPSMF. Mentor Institute may also conduct peer assessment through other Mentor Institutes (recognized by UMSMF as Mentor institutes). However, findings in assessment conducted through UPSMF shall be deemed as final.
- Identify 2 experts within institute for mentorship program and ensure their stability for at least 5 years. The key activities to be conducted by Mentors is explained in Annexore A.
- Support at least 1 Mentee Institution each during Pilot Phase and Supportive Supervision Phase, in quality improvement process through Standard Based Management and Recognition (SBMR) process.
- Assist Mentee Institute in conducting assessment of compliance to quality standards in Mentee Institute.
- Ensure constitution of QI team in own institute and Mentee institutes comprising 2
  potential mentors +5 faculty members which will take over the role of technical
  support from UPSMF post 6 months of signing of MoA.
- Establish, at its own cost, Nursing Education Study Center (NESC) within the premise of Mentor Institute as per specifications mentioned in Annexure B.
- Inform UPSMF in case of separation from or joining to the Mentor Institute, any certified Mentor (faculty).
- Submit periodic update to LIPSMF /Ihpiego to ensure the overall support and coordination.

PARCHANA CHOUHAN

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RESTRUTE OF STRUCTURE SOCIAL

SO, MATTERIOL CANCEL

CHINNAT, LUCKUSON-LABOR

#### Uttar Pradesh State Medical Faculty

- . Train two faculty members identified by institutions as mentors and certify them as mentor in for their ability to take up mentoring role independently.
- Support in mapping mentor with mentee institutions for quality improvement process. and developing monetary framework between them.
- · Conduct periodical assessment of Mentor Institute and Mentee Institute as per the requirement of this MaA.
- · Define guidelines for quality improvement and quality accreditation of Mentee Institutes.
- In discussion with Mentor Institute, facilitate peer evaluation of Mentee Institutes by other Mentor Institutes (recognized by UMSMF as Mentor Institutes) before external assessment by quality accreditation agency.
- Grade Mentor Institute based on their performance in mentoring and other nursing. education initiatives.
- Inspect NESC developed by Mentor Institute and suggest improvements, if any.
- · lusue necessary directives, guidelines, etc. from time-to-time to develop canducive environment for Supportive Supervision Program to continue.
- · Integrate Supportive Supervision Program with other components of Mission Nigamaya.

UPSMF will only provide need-based technical support to the Mentor Institute after successful constitution of QI team in Mentor and Mentee Institutes, or six months from signing of this MoA, whichever is earlier.

#### 3. Cost of Training

UPSMF through its technical partner shall bear all the cost of lodging pertaining to trainings specified in Milestone 18, whereas the respective Mentor Institute shall bear the travel cost pertaining to the abovementioned training. Cost of other trainings during Preparatory Phase and Pilot Phase to be borne between Mentor Institute and Mentee Institute mutatis mutandis as above. However, after successful completion of Pilot Phase, Mentor institute may in discussion with Mentee Institute, devise mechanism for charging appropriate fee from Mentee Institute for Supportive Supervision services.

#### 4. Cost of Assessment

Respective institute (Mentor Institute or Mentee Institute) shall bear the cost of assessment of compliance to quality standards in its own institute. For example, if assessment of compliance to quality standards is conducted in Mentee institute, with the help of Mentor Institute or peer assessment through other Mentor Institute (recognized by UMSMF as Mentor Institutes) or team of UPSMF, the cost of such assessment shall be Dr. ARCHANA CHECKER ASSESSMENT of compliangement of suppliangement of suppliangement of suppliancement of suppliancement

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conducted in Mentor institute by the team of UPSMF or peer assessment through other Mentor Institute, the cost of such assessment shall be borne by Mentor Institute.

#### 5. Movement of Experts

In case any one or more certified Mentor (faculty) decides to leave the certified Mentor Institute, for reasons beyond the control of certified Mentor Institute, rendering certified Mentor Institute without any certified Mentor (faculty), such certified Mentor Institute shall immediately identify and nominate another faculty from QI team of its institute to be a potential mentor and inform UPSMF about such separation and nomination. UPSMF shall within 15 days of receipt of such information, through its partners, conduct assessment of potential mentors proposed. In case, potential mentors qualify during assessment, UPSMF shall provide due certification to such potential mentor. In case, none of the potential mentors, as proposed qualify during assessment rendering Mentor Institute without any certified Mentor, provisions of Clause 8A of MoA shall prevail. Till the time UPSMF conducts assessment as mentioned above, such proposed mentor may discharge duties of Mentor (faculty) in the interim.

Should a new faculty join any certified Mentor Institute, who in its earlier employment was with another Mentor Institute and worked as certified Mentor (faculty), such Mentor Institute will ensure that faculty is part of QI team of the Mentor Institute and inform UPSMF about the joining, UPSMF shall cognize, assess and update the list of certified Mentor (faculty) available with the Mentor Institute. Should a faculty, who worked as certified Mentor (faculty), in its earlier employment with another Mentor Institute, joins any non-Mentor Institute, such faculty will sease to be a Mentor (faculty).

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#### 7. Data Collection, Storage and Publishing

Data on the quality improvement standards, input, and process-based indicators will be part of the State medical faculty database and will be published from time to time as per the decided timelines by UPSMF. Mentor Institute will support UPSMF in providing the data, pertaining to the Supportive Supervision Program, as sought by UPSMF from time to time.

#### 8. Monitoring Mechanism

The review of Quality Improvement processes and interventions would be conducted under the chairmanship of Principal Secretary, Medical Education, Government of Littar Pradesh and his/her team once every month.

In the review meeting, Mentor institute would present on ground status update against the targets, consolidated insights from data collected and highlight areas of improvement which can be shared be shared with relevant stakeholders

Based on the update, the decisions will be made regarding:

- Stakeholder wise action items with timelines;
- Solutions for identified gaps / challenges identified;
- Any other area requiring problem solving.

#### 9. Termination of MOA

Condition for Termination: MoA may be terminated in case of any of the following:

#### A<sup>6</sup> Termination on default by Mentor Institute

UPSMF may terminate the MoA, if Mentor Institute fails to:

- Maintain a minimum of 85 percent of established standards during periodic assessments;
- . Obtain Certificate of Mentor from UPSMF; and / or
- Support in improving minimum 4 mentor institutes annually to ensure the status of Mentor Institute, where annual period shall start from Certificate of Mentor issued to Mentor Institute by UPSMF; and / or
- Institutionalize and operationalize QI teams in Mentor and Mentee Institutes; and / or
- Submit quarterly assessment report for 3 consecutive quarters; and / or
- Operate Nursing Education Study Center (NESC); and / or
- Retain at least 2 potential mentors as certified by UPSMF for a continuous period of 6 months; and / or
- Adhere to material terms of this MoA.

In case of any of the above default, UPSMF will issue a Default Notice asking Mentor Institute to rectify the default within 30 days ('Cure Period') and submit the compliance report. In

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case. Memor institute fails to rectify the default within the Cure Period, UPSMF may terminate the MoA with immediate effect.

#### B. Termination on completion of MoA Duration

MoA will get terminated on completion of MoA Duration as specified herein unless mutually extended by Parties in writing

#### C. Termination on MoA becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoA substantially or completely unenforceable, either Party may terminate this MoA with immediate effect.

#### D. Termination by 30 business days' notice

Either party may terminate this MoA for any reason on 30 business days' notice to the other party.

#### 10. Communication

Any communication or other document which may be shared by either Party under this MoA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MoA, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

U.P. State Medical Faculty	Mentor Institute -
Contact: Secretary Tel: 0522-2235964 Email: upmedicalfaculty@upsmfac.org	Contact:Principal Tel:9044574644 Email:drarchanachoultan86@gmail.com

#### 11. Amendment

Any amendment to this MoA shall be made by mutual written consent of both the Parties.

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#### 12. Governing Law and Dispute resolution:

This MoA shall be governed by and construed in accordance with the laws of India. Parties shall resort to resolve any disagreement / dispute / grievance amicably. In case Parties fail to resolve amicably, such matter will be addressed under the guidance of Principal Secretary, Medical Education and Training, Government of Uttar Pradesh.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

State Medical Faculty

By

Name: Dr. Alok Kumar

Title: Secretary

U.P. Stole Medical Faculty LUCKNOW

In the presence of:

Witness:

Name:

Institute of Paramedical Sciences College of Nursing, Lucknow

By

Name: Dr. Archana Chouhan

Title: Principal

Dr. ARCHANA CHOUHAN

In the presence of: 50, NACTORIS GENEROUS

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Witness

Name:

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#### Annexure A

Key activities of proposed meistor faculty during quality improvement process

- Undergo mentorship training and relevant process under guidance of TA (technical agency) to attain mentor certificate.
- Conduct all relevant trainings of own faculty and take forward the SBMR process in their own institutes.
- Will coordinate with Mentee Institute for taking forward the quality improvement process in their institutes.
- Facilitate in identification of resource persons from Menter Institutes.
- Coordinate with Mentee Institute to select the package for quality improvement.
- Facilitate Standard Based Management and Recognition process in Mentee Institutes.
- · Facilitate periodic assessments and action planning.
- Conduct reviews with Mentee Institutes, authorities and staff.
- Coordinate with different stakeholders of Mentee Institute and their own institute.
- Coordinate with UPSMF and TA during the mentorship process.

#### Аппекште В

- Exclusive space at least 400 sft, with seating arrangement (At least 10) for any visitors to learn about quality nursing education
- Identify one accountable person (from existing faculty) who would look into overall operations and share
- · correspondence contact details (email, contact number, etc.)
- Ensure availability competent technical HR for NESC to coordinate visits and respond to queries of aspirants
- Compile repository of resource material (hard & soft)
- Documentation of quality improvement journey, innovations, best practices (case studies, videos, pictures, certificates, etc.)
- Set up virtual platforms for remote access (optional)
- Ensuring stay arrangements for visitor whether paid or unpaid

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This Memorandum of Understanding ("MOU") is made in Lucknow on this the 96th day of

October, 2023.By and between

M/s. EbekMed Edventures Private Limited, a company incorporated under the Companies Act, 2013 having its office at 141, Kutchery Road, Mylapore, Chennal 600 004, Tamil Nadu, India represented by its Chairman G. Sreekanthan as its authorized signatory hereinafter referred to as "EbekMed".

AND

College of Narsing Baba Educational Society located at 56, Matiyari, Deva Road, Chirhat, Lucknow, India, hereinafter referred to as "The Institution" which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors, permitted assigns and affiliates) and represented by its Chairman, Mr. R.K. Vajpayee as its authorized signatory.

EbekMed and The Institution shall here in after be collectively referred to as "Parties" and individually as a "Party".

#### WHEREAS:

EbekMed is a 100% subsidiary of Ebek Language Laboratories Private Limited, an authorized test delivery partner of OET. It provides quality Healthcare English language solutions ("Nursing") to nursing colleges, deemed-to Universities, working healthcare professionals and hospitals across India. EbekMed has introduced specialized courses for students studying in medicine, nursing, physiotherapy and pharmacy streams.

The Institution is a Numing and Allied Health Professions onlege which endeavors to work as a center of excellence for nursing and allied health courses for Uttar Pradesh and neighboring states. The Institution is interested in making the Nursing course voluntary for their students. The Institution is therefore interested in associating with EbekMed to offer these healthcare English courses. EbekMed has agreed to the same subject to certain terms and conditions mutually agreed betweenthe Parties.

The Parties are desirous of recording the terms of the collaboration agreed to between them.

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BABA COLLEGE COMMEDICALS

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NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth here in, the Parties hereto hereby agree as follows:

#### 1. TERM

1.1. This MoU shall come into effect on this date and shall be valid for a period of three years ("Initial Term") unless otherwise extended in writing by the Parties or terminated in accordance with the terms hereof.

#### 2. GRANT OF RIGHTS

2.1. The Institution hereby grants to EbekMed the exclusive right to train and conduct the Nursing Course within the premises of the Institutions and EbekMed hereby accepts the same.

#### 3. OBLIGATIONS OF EBEKMED

- 3.1. EbekMed shall plan with The Institution for the conduct of the course.
- 3.2. EhekMed shall provide the Preparation Provider Certificate to The Institution.
- 3.3. EbekMed shall assist the institution in creating awareness amongst the parents and students on the importance of English for better career opportunities.
- Ebek/Med shall provide the necessary course material for each student according to their language levels.
- 3.5. EbekMed shall depute required number of trainers for the conduct of face-to-face training programme.
- 3.6. EbekMed shall provide a designated coordinator for smooth progress of the programme.
- EbekMed shall complete the course for each batch in five months from the date of commencement.
- 3.8. EbekMed shall conduct the Cambridge English Exams for levels A2-B1 and B1.
- EbekMed shall conduct OET Pulse for level B1-B2.
- EbekMed shall be responsible for the complete organization and conduct of the Cambridge English Exams and OET Pulse exam on the test dates as per stringent rules laid by Cambridge English and OET.
- 3.11. EhekMed shall provide the result of final exams to The Institution.

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- 3.12. EbekMed shall hand over the Cambridge English and OET Pulse Certificates to The Institution to be handed over to the students
- EbekMed will identify potential candidates from the final year and help them in the preparation for OET exams.

#### 4. OBLIGATIONS OF THE INSTITUTION

- 4.1. The Institution agrees in creating awareness amongst the students studying in their nursing and paramedical colleges about the introduction of healthcare English courses.
- 4.2. The Institution agrees to work on a suitable time table for face-to-face training.
- 4.3. The Institution shall enroll a minimum of 200 students every academic year.
- 4.4. The Institution shall share the details of the students in the format given by libek/Med for creation of login credentials.
- 4.5. The Institution shall provide proper space and seating allocation for the EbekMed trainer.
- 4.6. The Institution shall not employ or use EbekMed trainers for 3 years from the end of this agreement.
- 4.7. The Institution shall provide audio visual facilities in the classroom.
- 4.8. The Institution shall provide high speed internet for the conduct of classes and exams.
- 4.9. The Institution shall appoint a coordinator for the amouth process of the programme.
- 4.10. The Institution shall select a date for the final exams.
- 4.11. The Institution shall provide classrooms with high-speed Wi-Fi internet for the conduct of final exams.

The Institution shall distribute the certificates to the students on receipt of the same from EbekMed.

#### 5. COMMERCIAL TERMS

5.1. The course fees for the various levels are listed in Annexure II and will be applicable for each academic year.

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#### 6. PAYMENT TERMS

- 6.1. The students shall pay in the fees directly to the Ebek as follows:
  - 6.1.1. The course fees shall be paid in two installments. The first installment of 50% will be paid before the commencement of face-to-face training. The balance 50% will be paid at the end of the 15<sup>th</sup> week of the course.
  - 6.1.2. The course fees can be paid by chaque or Demand Draft in the name of EbekMed Edventures Private Limited. The payment can also be made directly to EbekMed's Bank Account.
- 6.2. The Institution shall facilitate collection of fees, on behalf of EbekMed, from the students who enrolled in the Nursing courses.

#### 7. CONFIDENTIALITY

7.1. Each Party shall keep confidential and shall not without the prior consent in writing of the disclosing Party copy or disclose to any third party the content of any documents or information (whether of a commercial, financial or technical nature or which is identified as being confidential) acquired or received in writing, orally or in any other tangible or intangible from the other Party in connection with this MoU, such information referred to as "Confidential Information".

#### R. EMPLOYMENT

8.1. The Institution shall not take in to employment on a full time or part time, any of EbekMed's trainers for 3 years from the end of this MoU.

#### 9. TERMINATION

- 9.1. This MOU may be terminuted:
  - 9.1.1. By unanimous consent after clearing all pending dues on either side.
  - 9.1.2. In the event of any lawful authority ordering the Parties to terminate this MoU.

#### 10. APPLICABLE LAW AND ARBITRATION

- 10.1. This Agreement shall be governed by Indian law.
- 10.2. Any dispute arising out of or in connection with this MoU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration at Chemnai, India in accordance with the Indian Arbitration and

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Conciliation Act, 1996. The arbitration shall be conducted by three (3) arbitrators with each Party appointing an arbitratur and the two arbitrators so appointed appointing the shird and presiding arbitrature. The language of the arbitration shall be English.

10.3. No Party shall disclose to any third party except legal advisors the existence, nature, content, or outcome of any arbitration, or purported arbitration, brought in respect of this MOU.

IN WITNESS WHEREOF the Parties have executed and delivered this MeU as of the date first above written.

For EbekMed Edventures Private Limited

Authorised Signatory

Witness I:

For College of Nursing Buba Educational Society

Authorised Signatory

Dr. ARCHANA CHOUHAN

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Witness 2:





#### ANNEXURE - 1

S.No	Year of Study	No of Students
U	B.Sc. 1 <sup>st</sup> year	140

For EbekMed Edventures Private Limited

Authorised Signatory

For College of Nursing Baba Educational Society

Authorised Signatory

DIT. ARCHANA CHOUNAN

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#### ANNEXURE - II

#### Commercials for the year 2023-24

S.No	Year	Fres	Tits	Total
/1	Level A2- B1	Rs 5500	Rx. 990	Rs 6490
3	Level B1	Rs 5500	Rx. 990	Rs 6490
3	Level B1- B2	Rs 5500	Rs. 990	Rs 6490

For EbekMed Edvestures Private Limited

Authorised Signatory

For College of Nursing **Buba Educational Society** 

Authorised Signatory

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#### Memorandum of Understanding (MoU) Between

#### Baba Hospital & College of Nursing, 56, Matiyari, Deva Road, Chinhat, Lucknow

#### And

#### Chandan Hospital, Ayodhya Road, Lucknow, Faizabad Rd, Vijayant Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010

#### 1. Objective:

This MoU dated: 08.10.2022 is for collaboration between the aforementioned parties for the purpose of clinical practice and on-the-Job training of Nursing and Paramedical students. As a part of this collaboration, students will be allowed to conduct their clinical practice and on-the-job training at the hospital to improve their practical skills and make them more industry ready.

#### 2. Description of parties:

This MoU is entered between the parties

Baba Hospital & College of Nursing, 56, Matiyari, Deva Road, Chinhat, Lucknow, herein referred to as "Institute" acting through its authorized representative ~ R. K. Vajpayee, Director

#### And

Chandari Hospital, Faizabad Rd, Vijayant Khand, Gomt Nagar, Lucknow, Ultar Pradesh 226010, herein referred to as "Hospital" acting through its authorized representative – Ms. Asmita Singh, Chandan Hospital

- Responsibilities of Baba Hospital & College of Nursing, 56, Matiyari, Deva Road, Chinhat, Lucknow:
  - Provide list of students expected to undergo clinical practice and on-the-job training at the hospital at the beginning of each year and at such times as mutually agreed upon
  - Create and share clinical rotation plan and schedule for on-the-job training of each of the students with the hospital in advance, aligned to the relevant Indian Nursing Council guidelines
- Orient the students on appropriate protocols and behaviour prior to sending them to the hospital
- Appoint a faculty point person for each batch of students for the hospital to coordinate with on a regular basis
- v. Provide such support as may be required by the students and the hospital for the duration of the activity
- Responsibilities of Chandan Hospital, Faizabad Rd, Vijayant Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010 :

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 Designate specific areas of work to the students based on their clinical rotation plan and on-the-job training needs

ii. Orient the hospital staff on the expected role from the students and ensure a productive experience to the students at the hospital

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- Coordinate with the institute to align on the learning needs of the students and plan for appropriate on-the-job training
- Monitor the students' progress and report any issues with any individual students back to the institute
- Provide experience certificates to the students based on their time spent and work at the hospital
- vi. The hospitals may consider to provide job offers to such students as they see fit based on their performance during the time at the hospital, upon successful graduation

#### 5. Non-Financial:

This would be a non-financial MoU between both the parties, with the sole purpose of improving the practical skills of the nursing and paramedical students to make them more industry ready.

#### 6. Duration:

This MoU will come into effect from the date it is signed and shall be valid for a minimum period of 3 years. The MoU both in its scope and period may be extended on mutual consent as required.

#### 7. Termination:

Either party can terminate the MoU by giving a minimum of 3 months' notice period. Termination may only be considered after all other efforts in good faith have failed to resolve any issues or concerns, and the same has been communicated in writing to either parties.

#### 8. Miscellaneous

If at any time during the continuance of this MoU, the performance in whole or in part by any of the parties is prevented or delayed by reason of the occurrence of force majeure such as act of God, pandemic, epidemics, quarantine regulations, flood, earthquake, fire, explosion, war, civil commotion, insurrection, embargo, riots, lockouts, labour disputes or other event beyond the masonable control of the party concerned, then the obligations of such party shall be suspended for such period as such force majeure event may subsist, upon notice of such eventuality being given by the affected party to the other party within 15 days from the date of occurrence thereof.

Neither party shall assign this MoU without the prior written consent of the other party. This MoU contains the entire understanding and agreement between the parties with respect to the subject matter contained herein, and no waiver or amendment of any of the provisions shall be binding on the parties unless confirmed in writing. This MoU may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

For Baha Hospital & College of Nursing, 56, Methyari, Devo Road, Chinhat, Lucknow

Name: R. K. Vajpayee

Designation: Director

Signature:

For Chandan Hospital, Faizubad Rd, Vijayant Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010

Name: Asmita Singh.

Designation Control

Signature:

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STATISTICS.

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## MEMORANDUM OF ASSOCIATION

Between U.P.State Medical Faculty And Baba Educational Society, Institute of Paramedical Sciences College of Nursing, Lucknow

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DECEMBER 2, 2022

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#### Memorandum of Association

Uttar Pradesh State Medical Faculty, Medical Education ("UPSMF") through Secretary UPSMF having its registered office, State Medical Faculty S, Sanrapalli, The Mail Avenue, Lucknow, Uttar Pradesh 226001 (hereinafter referred to as "Uttar Pradesh State Medical Faculty" or "UPSMF" which expression shall unless repugnant to the context or meaning thereat be deemed to include its successors and permitted assigned in either case)

#### AND

Baba Educational Society, Institute of Paramedical Sciences College of Nursing, Lucknow

(hereinafter referred to as "Mentor Institute" which expression shall unless it be repugnant to the context or otherwise, deemed to mean and include its successors and permitted assigns)

Hereafter, Uttar Pradesh State Medical Faculty and Baba Educational Society, Institute of Paramedical Sciences College of Nursing, Lucknow Mentor institute are collectively referred to as Parties

#### Whereas,

- A. Government of Uttar Pradesh has been taking up various steps to establish quality in the healthcare system in the state;
- Nursing cadre, which underpins the entire healthcare system, is one of the components where quality improvement needs have been identified;
- C. At present, substantial number of nursing personnel (>90%) in the healthcare system of the state of Uttar Pradesh are trained in private sector nursing institutions and ensuring quality nursing education in these institutions would ensure a long-term impact on healthcare in the state:
- D. In its pursuit to instill quality in Nursing education, Government of Littar Pradesh in the leadership of honorable Chief Minister launched Mission Niramaya ("Mission"). Under the Mission, LIPSMF with the help of its technical partner Ihpiego, amongst various components, has also conceptualized a Supportive Supervision Program, wherein mentor institutes (High performing institutes) have been identified which can support low-performing institutes ("Mentee Institute(s)") to perform better. This will be a mandatory improvement process wherein quality within each institution will be ensured and linked to incentives and penalties.
- E. Nursing institutes which demonstrate better quality while imparting the curricula, will work as a mentor institute and assist other Nursing Institutes ("Mentee Institute(s)") in improving quality of nursing education:
- F. After rigorous screening process, 12 Nursing Institutes have been identified to play the role of mentor institutes in Phase 1;

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#### Uttar Pradesh State Medical Faculty

- · Train two faculty members identified by institutions as mentors and certify them as mentor in for their ability to take up mentoring role independently.
- Support in mapping mentor with mentee institutions for quality improvement process and developing monetary framework between them.
- · Conduct periodical assessment of Mentor Institute and Mentee Institute as per the requirement of this MoA.
- · Define guidelines for quality improvement and quality accreditation of Mentre
- . In discussion with Mentor institute, facilitate peer evaluation of Mentee institutes by other Mentor Institutes (recognized by UMSMF as Mentor Institutes) before external assessment by quality accreditation agency.
- · Grade Mentor institute based on their performance in mentoring and other nursing education initiatives.
- Inspect NESC developed by Mentor Institute and suggest improvements, if any.
- Issue necessary directives, guidelines, etc. from time-to-time to develop conducive environment for Supportive Supervision Program to continue.
- Integrate Supportive Supervision Program with other components of Mission Niramaya.

UPSNIF will only provide need-based technical support to the Mentor Institute after successful constitution of QS team in Mentor and Mentee Institutes, or six months from signing of this MaA, whichever is earlier.

#### 3. Cost of Training

UPSMF through its technical partner shall bear all the cost of lodging pertaining to trainings specified in Milestone 18, whereas the respective Mentor Institute shall bear the travel cost pertaining to the abovementioned training. Cost of other trainings during Preparatory Phase and Pilot Phase to be borne between Mentor Institute and Mentee Institute mutatis mutantis as above. However, after successful completion of Pilot Phase, Mentor Institute may in discussion with Mentee Institute, devise mechanism for charging appropriate fee from Mentee Institute for Supportive Supervision services.

#### 4. Cost of Assessment

Respective institute (Mentor Institute or Mentee Institute) shall bear the cost of assessment of compliance to quality standards in its own institute. For example, if assessment of compliance to quality standards is conducted in Mentee Institute, with the help of Mentor Institute or peer assessment through other Mentor Institute (recognized by UMSMF as Mentor Institutes) or team of UPSMF, the cost of such assessment shall book borne by Mentee Institute. Similarly, if assessment of compliance to quality standards is ME ARCH III CHANNE

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## 6. Implementation Plan

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#### B. Termination on completion of MoA Duration

MoA will get terminated on completion of MoA Duration as specified herein unless mutually extended by Parties in writing.

#### C. Termination on MoA becoming unenforceable

In case due to any act or event, which is beyond the capacity of Parties, renders the MoA substantially or completely unenforceable, either Party may terminate this MoA with immediate effect.

#### D. Termination by 30 business days' notice

Either party may terminate this MoA for any reason on 30 business days' notice to the other party.

#### 10. Communication

Any communication or other document which may be shared by either Party under this MoA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission. In relation to a notice given under this MoA, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

U.P. State Medical Faculty	Mentor Institute
Contact: Secretary Tel: 0522-2235964 Email: upmedicalfaculty@upsmfac.org	Contact:Principal Tel:9044574644 Email:drarchanachouhan86@gmail.com

#### 11. Amendment

Any amendment to this MoA shall be made by mutual written consent of both the Parties.

Dr. ARCHANA CHOU THE STATE OF T

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#### Annexure A

Key activities of proposed mentor faculty during quality improvement process

- Undergo mentorship training and relevant process under guidance of TA (technical agency) to attain mentor certificate.
- Conduct all relevant trainings of own faculty and take forward the SBMR process in their own institutes.
- Will coordinate with Mentee Institute for taking forward the quality improvement process in their institutes.
- Facilitate in identification of resource persons from Mentee Institutes.
- Coordinate with Mentee Institute to select the package for quality improvement.
- Facilitate Standard Based Management and Recognition process in Mentee Institutes.
- Facilitate periodic assessments and action planning.
- Conduct reviews with Mentee Institutes, authorities and staff.
- Coordinate with different stakeholders of Mentee Institute and their own institute.
- Coordinate with UPSMF and TA during the mentorship process.

#### Annexure 8

- Exclusive space at least 400 sft. with seating arrangement (At least 10) for any visitors to learn about quality nursing education
- Identify one accountable person (from existing faculty) who would look into overall operations and share
- correspondence contact details (email, contact number, etc.)
- Ensure availability competent technical HR for NESC to coordinate visits and respond to queries of aspirants
- Compile repository of resource material (hard & soft)
- Documentation of quality improvement journey, innovations, best practices (case studies, videos, pictures, certificates, etc.)
- Set up virtual platforms for remote access (optional)
- Ensuring stay arrangements for visitor whether paid or unpaid

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