

SIR MOHAMED YUSUF SEAMEN WELFARE FOUNDATION

Training Ship Rahaman

Ref. No: TSR/PO/403/2023

Date: 30/12/2023

CAPT. SUPERINTENDENT / PRINCIPAL
TRAINING SHIP RAHAMAN
Member Secretary (Ex Officio)
SIR MOHAMED YUSUF
SEAMEN WELFARE FOUNDATION
Capt. (Dr.) Ashutosh Apandkar

VICE PRINCIPAL
TRAINING SHIP RAHAMAN
Capt. A. K. Sinha

HEAD OF CATERING EDUCATION & TRAINING Mr. Paul Koshy

CART SUPERINTENDEST TENNERS.

MANAGEMENT REPRESENTATIVE Mr. V. A. Kamath





ACTIVITIES DONE UNDER MOUS FOR ACADEMIC YEAR 2023 - 2024

Sr. No.	Name of the Collaborating Agency/Institution/ Industry /Corporate House with whom the MoU / Collaboration Linkage is made, with Contact Details	Year of Signing MoU / Collaboration Linkage	Duration of MoU / Collaboration Linkage	List the Actual Activities Under each MoU and Web – Links Year Wise
1.	ADU Academy India Pvt. Ltd.	24 th November 2023	3 Years	Field Training & Field Visit
2.	MASSA Maritime Academy	1 st December 2023	1 Year	Field Training
3.	Mandar Anil Chaudhari	14 th December 2023	6 Months	Field Training
4.	The Institute of Marine Engineers (India)	18 th December 2023	1 Year	Field Training
5.	Orijeet Borah	20 th December 2023	6 Months	Field Training

Capt. (Dr.) Ashutosh Apandkar Captain Superintendent/Principal, Training Ship Rahaman



APPROVED BY THE DIRECTORATE GENERAL OF SHIPPING, GOVERNMENT OF INDIA
AFFILIATED TO THE INDIAN MARITIME UNIVERSITY & UNIVERSITY OF MUMBAI

NHAVA CAMPUS: Navi Mumbai, Panvel Taluka, District Raigad 410206, Maharashtra, India
Tel. No.: 022- 27212800 / 27212900 Fax: 27212201 / 27212495 / 096 Email: tsrahaman.org Website: www.tsrahaman.org
Reception Centre: 022- 27212940 / 27212941 / 27212236 / +91 8879967726



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ADU ACADEMY INDIA PUT LIDK. DHINESH BABU

AN 898703

icense No: 23/CH (S) 2010 dt. 28.02.2011 GREEMENT FOR AVAILING SERVICES OF AN ONLINE Hur, Chennai-600 119.

THIS AGREEMENT is executed at Chennai on the ---- day of ----- 2023 Between:

Training Ship Rahaman, hereinafter referred to as TSR (managed under the guidance of the trustees of Sir Mohamed Yusuf Seamen Welfare Foundation), located in Nhava Campus, Panvel - Taluka, Maharashtra -410 206, India, is one of the pioneers in maritime education and training in India, approved by the Directorate General of Shipping, Ministry of India, for conducting a range of Pre-sea and Post Sea courses.

ADU Academy India Pvt Ltd, Chennai, hereinafter referred to as ADU, slocated at 128, Raju Nagar Main Road, Okkiyam, Thoraipakkam, Chennai -600 097, is a global leader in e-learning with a strong track record in maritime training and education. ADU is currently engaged by DGS India







for conducting DGS audited E-Learning courses that include Competency Courses for both Engineering and Nautical streams, and 45 STCW Modular courses that cover Basic, Advanced, Refresher and Updating courses.

This agreement covers a maximum number of 60 (SIXTY) courses that TSR can upload in ADU LMS. The list of courses will be provided by TSR.

Scope of Services:

Learning Management System (LMS):

- 1. Accessible 24x7, anytime, anywhere.
- 2. Dedicated URL for course enrolment and LMS.
- Database management (post-enrollment up to course completion).
- Technical support will be provided to the designated administrative staff of TSR to ensure that every student gets seamless access to the learning management system.
- Free-flowing access to the topic-wise course content (structured in the e-book).
- Tracking the student engagement in the course through login data and maintaining the Student Learning Report with content access data.
- Access to reference materials and study aids uploaded in the Teachers'
 Corner in the form of Word documents, PDFs, Power Points, and
 external YouTube links.
- Assessment Diagnosis Report, providing percentile and other assessment-related statistics.
- 9. Pass percentage can be configured for each subject, under each course.
- Course-based certification shall be provided upon successful completion of the course.

Content Management System (CMS):

(IP rights of the course content shall remain with TSR*)

*TSR shall ensure that the courses uploaded in the ADU LMS are devoid of any use of material from online courses conducted by ADU.

- Academic Stream for the Courses will be created in CMS. This will be dedicated to TSR and no one else will have access to this material.
- 2. Course names, Course IDs, as given by TSR, will be placed in CMS.
- 3. A Table of Contents (TOC), as given by TSR, will be prepared for each course, and placed in CMS. The TOC will contain the topics and subtopics (and sub-subtopics, if any).

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- The Course content (e-book) in text form, with images, videos, as given by TSR, will be placed in CMS, against each Topic and subtopic (and sub-subtopic, if any).
- Questions (MCQ type) for each topic and subtopic, as given by TSR, will be placed in CMS, in the Question Bank of the course, and will appear in the Quiz on each topic.
- Questions (MCQ type) with different difficulty levels, as given by TSR, will be used for creating Assessments.
- Updated course content will be placed in the courses, as provided by the User, in CAMS, when required.
- Minimum Content Access Time will be specified for each subject under each course, by TSR. Assessment would be enabled only on completion of the required access time.

Content access time would be accounted for only on the amount of time spent on the e-book pages. Time spent on quiz/reference materials/teacher's corner etc., will not be accounted for, in the content access time.

- ADU will upload course content against each course, each subject, and each topic, after TSR provides the content. The content could be a combination of text, images, videos, and links to PDFs files.
- MCQs, provided by TSR, will be placed at the main topic level for each subject, under each course.

Questions provided by TSR to ADU, should be marked with the level difficulty (low or Medium), mark per question (1 or 2 marks), and associated with the respective topic.

Questions with low difficulty level will be associated with the quiz that would appear in the main topic, and questions with medium difficulty level will be associated with assessments.

- TSR will define the number of questions to be given for assessments for each subject of a course, giving the marks to be assigned for each question.
- Minimum passing marks for each subject, of each course, will be defined by TSR.
- TSR to lay down parameters for re-enrollment for the course If the \
 student falls in three assessment attempts.

If the student does not pass after three attempts, we would leave it t the System in charge from TSR to decide to reset a previous attempt or re-enroll for the whole course. One cannot re-enroll for one subject. He would need to re-enroll for the entire course if required.

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- 14. TSR would be able to query the system and trigger reminder emails/ spool out reports. System generation of auto emails would not be possible.
- 15. TSR would provide the following information, when they enroll students:

Student Category

First Name - required

Middle Name - optional

Last Name - required

Email ID - required

Mobile number - required

INDoS No. - required

Rank/Role - if applicable

Ship's name (Job offer) - optional

16. TSR to revert if Video screen capture feature for assessment is required. This is an optional feature, and will be provided, if it serves the overall objective of conducting the courses. This will only work on Windows LAPTOP with a camera and when the student takes the assessment using google chrome browser.

Obligation to Maintain Confidentiality

- 1.1 ADU Academy India (ADU) hereby undertakes that all Confidential Information that it receives (whether directly or indirectly) from T S Rahaman (TSR), whether orally, or in written or other tangible form or any intangible form and is marked by TSR with a legend, stamp, label or other marking indicating its proprietary or confidential nature, or if not in tangible form, is clearly identified as confidential at the time of disclosure, will be kept secret by ADU, shall not be disclosed to any other third party and shall be maintained by ADU in absolute confidence.
- 1.2 ADU additionally agrees to take reasonable care to safeguard the confidential nature of all Confidential Information, where such reasonable care shall be interpreted as applying the same degree of care, but no less than a reasonable degree of care, it uses to protect its own information that is sensitive or confidential and to ensure that it is not disclosed to any third party.
- 1.3 ADU further agrees not to reverse engineer any Confidential Information and to limit the circulation of Confidential Information to such of its employees on a "need to know" basis and to ensure that each employee is aware of the confidentiality provisions mentioned under this clause."

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- 1.4 ADU shall be liable to TSR in respect of any breach of this clause by ADU.
- 1.5 ADU shall not be in breach of this clause and to the extent that:
 - 1.5.1 any Confidential Information is in, or becomes part of, the public domain other than through a breach of this clause by ADU.
 - 1.5.2 any Confidential Information is disclosed to ADU by a third party who is not known by ADU to be in breach of any confidentiality obligation owed to TSR or any of its affiliates.
 - 1.5.3 any Confidential Information is disclosed by ADU with the TSR's prior written approval.
 - 1.5.4 the disclosure of any Confidential Information is required by any Law applicable to ADU in which case before it discloses any Confidential Information ADU shall (to the extent permitted by Law) inform TSR of the full circumstances and the information required to be disclosed and consult with TSR as to possible steps to avoid or limit disclosure and take such of those steps as TSR may reasonably require.
 - 1.5.5 any Confidential Information was of record in the files of the ADU on or before the Effective Date of implementation of this Agreement other than by breach of any known obligations of confidentiality; or
 - 1.5.6 any information that might appear to be 'Confidential Information' is developed by ADU completely independently of the TSR's Confidential Information.
- 1.6 ADU shall not acquire any intellectual property rights in or to the Confidential Information (or any part of it) under this clause.
- 2. Term

The 'Obligation to Maintain Confidentiality' clause remains a part of the Agreement between ADU and TSR and shall continue throughout the tenure of the agreement.

Ownership of Confidential Information

All Confidential Information received and identified in accordance with this clause shall remain the property of TSR. Upon expiry or termination of this Agreement, if TSR so requests in writing, the Receiving Party shall:

3.1 destroy or return to TSR all original and copy documents containing Confidential Information (other than analyses, studies, compilations and other materials derived from the Confidential Information);

3.2 destroy all original and copy documents containing analyses, studies, compilations, and other materials destroy the

Confidential Information and permanently remove all Confidential Information from any computer, disk or other device containing Confidential Information,

and, if so, requested by TSR, ADU shall provide a written confirmation confirming compliance with the obligations contained in this clause. Notwithstanding anything to the contrary in this Clause, ADU may retain one copy set of the Confidential Information following expiry or termination of this Agreement to comply with law, regulation or professional standards provided always that ADU shall maintain the confidentiality of such Confidential Information, applying the same degree of care it uses to protect its own information that is sensitive or confidential and to ensuring that it is not disclosed to any third party (notwithstanding any termination of this Agreement).

Course Administration

- TSR will form a team that will handle the complete course administration.
- ADU will form a team that will address any technical queries related to software support in course administration.

Commercial Terms and Conditions

- 1. The tenure of the agreement will be for a period of 3 years.
- Service Fees: Rs. 30,000 (Rupees Thirty Thousand only) per month, plus applicable taxes.
- 3. ADU will raise the invoice at the beginning of the month, to be paid within 7 working days from the date of invoice.
- ADU will have no financial liability arising out of any commitment made and expenditure incurred by TSR on any account for conducting their course on ADU Learning Management platform.

Indemnification Clause

TSR agrees to defend, indemnify, ADU, and its employees, from and against all third-party claims, demands, and liabilities, resulting from or arising out of the Services provided under this Agreement actually or allegedly infringing or violating any patents, copyrights, trade secrets, licenses, or other intellectual property rights of a third-party.

Resolution of disputes

If any dispute arises between TSR and ADU during the subsistence of this agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any of the terms covered in this Agreement, the parties (TSR and ADU) shall endeavor to settle such disputes amicably.

This Agreement shall be governed and construed in accordance with the Laws of India and the courts in Chennai shall have the exclusive jurishion with any dispute arising out of or in connection with this Agreement

Termination of Agreement

If in case any party wants to terminate the Agreement, then such termination would be effective only after the completion of the first full year under the agreement.

The minimum notice period for termination will be 6 months, from either party. During the notice period, if such a situation arises, both parties will have to act in accordance with the provision of the 'Agreement' as detailed out herein during such period.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SIGNED AND DELIVERED BY

In the presence of

Witness

Name: Dr. (Capt.) K. Vivekanand

Title: Academic Director

Name: Kalyan S Bhattacharya

Acting by its duly authorized signatory

Title: President & CEO

SIGNED AND DELIVERED BY

Name: Capt. (Dr.) Ashutosh Apandkar

Title: Capt Superintendent/Principal

In the presence of

Witness 4 commels

Name: Mr.V.A.Kamath

Title: Management Representative



MASSA MARITIME ACADEMY

(A Unit of Maritime Training & Research Foundation)

Great Eastern Summit, "A" Wing, 1st Floor, Plot No. 56, Sector-15, CBD Belapur, Navi Mumbai-400614 (INDIA). Tel: 27574279, 27562755, 27574320, 9619504433. Email: massacademy@vsnl.net. Online Booking Website: http://massa-maritime-academy.org

MEMORANDUM OF UNDERSTANDING BETWEEN MASSA MARITIME ACADEMY (OWNED AND MANAGED BY MARITIME TRAINING & RESEARCH FOUNDATION TRUST)

INSTITUTE SIR MOHAMED YUSUF SEAMEN WELFARE FOUNDATIONS - TRAINING SHIP RAHAMAN

Entered to on 1st day of December 2023, between MASSA MARITIME ACADEMY represented by its Principal CAPT. Anand Madhavrao Shingatgeri, having its office at Great Eastern Summit, "A" wing, 1st Floor, Plot No.56, Sector 15, CBD Belapur, Navi Mumbai - 400614 which is owned and managed by MARITIME TRAINING & RESEARCH FOUNDATION TRUST a registered public charitable trust under registration number No: E - 13983 (MUMBAI) with the Charity Commissioner, Greater Bombay, Maharashtra, hereinafter referred to as MASSA MARITIME ACADEMY on the one part, and SIR MOHAMED YUSUF SEAMEN WELFARE FOUNDATIONS - TRAINING SHIP RAHAMAN., represented by its Principal CAPT. (DR.) ASHUTOSH APANDKAR having its office at T S Rahaman, Post Nhava Taluka Panvel, District Raigad — 410206, Maharashtra, registered public charitable trust under Registration No. BOM.141/73 GBBSD, hereinafter referred to as TRAINING SHIP RAHAMAN on the other part, enter into this Memorandum of Understanding according to the following statements.

STATEMENTS:

TRAINING SHIP RAHAMAN

- a- It is an educational institution entitled to self-govern, acquire and manage its patrimony, establishing its structure and the norms that should govern its functions and relationships, both internal and external.
- b. Among its objectives is the comprehensive education, training and orientation of human resources in various academic areas, such as the selection of candidates to be trained, as well as the instructors, advisers, technicians and all its staff in charge.
- c- That for the accomplishment of its objectives it has faculties to enter into, to fulfill and to sign agreements and covenants of exchange and collaboration with maritime educational Institutions.
- d- That, for the legal effects of this agreement, it is indicated as its Head Office domicile TRAINING SHIP RAHAMAN at & post Nhava Taluka Panvel, District Raigad Maharashtra pin code — 410206.
- e- That all its administrative personnel, advisors, instructors and collaborators, are employed by -TRAINING SHIP RAHAMAN and in no way are considered as employees of the MASSA MARITIME

II MASSA MARITIME ACADEMY

- a- It is an educational institution and one of its aims is the quality educational service with a view to the training and education of human resources in maritime knowledge.
- b- That for the accomplishment of its objectives it has faculties to enter into, to fulfill and to sign covenants of exchange and collaboration with maritime educational Institutions.

III-RESPONSIBILITIES

TRAINING SHIP RAHAMAN agrees and is responsible for:

- T.S. Rahaman will only handle the practical training of "Fixed fire-fighting system operations" and "Fixed dry Chemical operations" which are part of syllabus of Basic Oil + Chemical tanker, Basic Gas tanker, and basic IGF courses.
- 2. Video recording of the training imparted will be provided by T.S. Rahaman for audit purpose.
- T.S. Rahaman has adopted certain rules and policies regarding the use of the facility. These rules may be updated from time to time to ensure the safe utilization of the facilities. Candidates attending the training sessions shall at all times adhere to these rules and regulations.
- 4. Any disciplinary Issues will be dealt as per T.S. Rahaman policy.
- MASSA Maritime Academy Indemnifies T.S. Rahaman for any accident/incident during the course of training.

MASSA MARITIME ACADEMY (MMA) agrees and responsible for:

- 1. Verification and supervision of all the documentation provided by candidates.
- 2. Theory classes of the courses as per DG regulations will be taken by MASSA MARITIME ACADEMY.
- 3. Certificates of course completion will be Issued by MASSA MARITIME ACADEMY
- 4. MASSA MARITIME ACADEMY shall schedule its training exercises with T. S. Rahaman with as much advance notice as possible to ensure that the facility is available for the desired training sessions. T.S. Rahaman will use its best efforts to make the facility available as requested.
- MASSA MARITIME ACADEMY will pay a fee according to the fee policy agreed between the two
 parties. T.S. Rahaman will invoice MMA on monthly basis. Invoices are due within Fifteen (15)
 days of receipt.

TERMS OF MOU:

a) The term of this MOU shall commence 15th dayof December 2023 and shall continue in effect for a period of one (01) year. This MOU shall be renewed every year after confirming terms & conditions, however, that either party may terminate the MOU by giving 90 days notice to the other of its intention not to renew at least ninety days (90) prior to expiration of any term.

Training Ship Rahaman

Ashuto Digitally signed by sh Ashutosh Vijay Vijay Apandkar Date:
Apand 2023.11.16
kar +0530′

Sir Mohamed Yusuf Seamen Welfare Foundation Capt. (Dr.) Ashutosh Apandkar Principal/ Capt. Superintendent Massa Maritime Academy

Anand by Anand
Madhavrao
Shingatgeri
Shingatgeri Date: 2023.11.22
11:56:47 +05'30'

Maritime Training & Research Foundation Capt. Anand Madhavrao Shingatgeri Principal



Registered No. F.2903 (BOM) under the Public Trust Act.
Registered No. Bom. 141/73 G.B.B.S.D. under Societies Registration Act.
80G Certificate No. DIT(E)/MC/80-G/2159/2007/2007-08

SIR MOHAMED YUSUF SEAMEN WELFARE FOUNDATION

Campus Nhava, Navi Mumbai, Panvel Taluka, District Raigad 410206, Maharashtra, India Tel. No. 27212800 / 236 / 288 Fax: 27212201 / 096 Email: tsrahaman@tsrahaman.org Registered Office: Jahaz Mahal Annexe, Samander Point Estate, Off Lala Lajpatrai Marg, Worli, Mumbai 400 018, Maharashtra, India. Tel:(91) 022-24938740/24933324.Fax:(91)022-24950270.

HON PATRON

Shri Arun Sharma Executive Chairman, IRClass Indian Register of Shipping

GOVERNING COUNCIL 2021 - 2023 Chairman Shri Haroun Aleem Yusuf

Life Members' Rep.

Indian Shipping Companies' Rep.
Capt. Unmesh Abhyankar
Shri A. Kesarkodi
Capt. D.S. Jolly

Foreign Shipping Companies' Rep.
Capt. S. Vaidya
Capt. Deepak M. Correa
Capt. Vaibhav Rupade

Indian National Shipowners'
Association Rep.
Capt. Ashok Kumar

Maritime Assn. of Shipowners', Ship Managers & Agents Rep. Capt. S. M. Halbe

> Foreign Owners Rep. and Ship Managers, Association Capt. Ankur Khedekar

> > Mumbai Port Trust Rep. Capt. B. Chand

Maritime Union of India Rep. Capt. Tushar Pradhan

National Union of Seafarers of India Rep. Shri Milind V. Kandalgaonkar

Member Representatives
Capt. Rohan Sabnis
Capt. Swanand Patankar
Capt. Shashank Jahagirdar

Member Secretary (Ex officio)
Capt. (Dr.) Ashutosh Apandkar
Captain Superintendent / Principal
Training Ship Rahaman

No.: 32/Admin/01/2023

Internship Agreement
BETWEEN
SIR MOHAMED YUSUF SEAMEN WELFARE FOUNDATION
AND
Mr. Mandar Anil Chaudhari

Type of Contract: Agreement for Internship

This Internship Agreement ("Agreement") is made and entered into on 14th December 2023, between Sir Mohamed Yusuf Seamen Welfare Foundation, having its principal place of business at Campus Nhava, Taluka Panvel, District Raigad, Maharashtra - 410 206 (hereinafter referred to as the "Foundation", which term shall include its successors & assigns unless repugnant to the context), of the ONE PART and Mr. Mandar Anil Chaudhari (Individual), residing at Bhaje Galli, Bhalod, Tal. Yawal, Jalgaon - 425304 designated as intern within the project (hereinafter referred to as the "Intern") of the OTHER PART.

WHEREAS the Foundation agrees to engage the Intern to perform the works and related tasks for the Project titled: Documentation of Marine Museum Collection

AND WHEREAS the Foundation is desirous of engaging the aforesaid services of the intern on the terms and conditions contained herein.

AND WHEREAS it is proposed to record the said terms and conditions in this agreement.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:-

Scope of Work:

The specific rules and contributions shall be outlined in a separate document as "Annexure 01" to this Agreement.

The intern, within the foundation will report to Museum Curator / Chief Human Resources Officer and the consultant (hired for the project) who would coordinate with the Intern from time to time.

Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Foundation and the Intern. It is clearly understood that the Intern is independent and not an employee or agent of the Foundation.

The Intern, except with the written consent of the Foundation shall not sign any contract for or on behalf of the Foundation with any third party or bind the Foundation in any manner.

Project Brief/ Purpose of working:

The foundation desires to enter into this agreement with the intern for the above mentioned project. The project aims to provide a new documentation and a proper storage system for the objects and archival material housed at Marine Museum at the Institute of TS Rahaman, Campus Nhava, Taluka Panvel, District Raigad, Maharashtra - 410

All the objects and the archival material will be provided with the following

- 1. Accession system including a new accession number
- 2. Record of measurements and documentation of other details.
- 2. Labeling of accession number
- 3. Photography
- 4. Proper storage

The Intern is strictly bound to observe the secrecy of any knowledge relating to the affairs of the Foundation including the museum, either during the term of the agreement or at any time thereafter. He shall not use for his own purpose nor divulge to any person or entity without the express prior authorization of the Foundation, any information, or any other secret or confidential matter relating to the affairs of the Foundation which may have come to his knowledge directly or indirectly, during the tenure of his internship with the Foundation.

The access to any data associated with the Marine Museum, Nhava including the details of the objects and archival material is only provided to the intern for the work of the project and He shall not use this data for his own purpose nor divulge to any person or entity without the express prior authorization of the Foundation

In any case, if the Intern is found divulging or disclosing any confidential information without the express permission or prior authorization of the Foundation, then this agreement shall terminate with immediate effect, in which case he shall return to the Foundation, all valuables, documents, material, etc., of any kind whatsoever supplied to him by the Foundation.

Duration and Termination

This agreement shall enter into force from 14th December 2023, on which the Intern starts working and shall be for a period up to 04 to 06 Months. It is a tentative estimated time for the project. However it is possible that this timeframe may get revised as per the work in progress and the limitation (unnoticed situations such as family emergencies, pandemic situations, natural disasters etc) unless terminated earlier in accordance with the terms of this Agreement.

The Intern shall dedicate a set number of hours per week to the assigned tasks and adhere to the schedule agreed upon with the Foundation. The agreed upon schedule being working hours of Wednesday to Sunday: 8.30 am to 5.30 pm, Monday: 8.30 am to 4.00 pm with lunch break at 12.30 pm to 1.30 pm. Any change in the work hours or schedule will have to be approved by the Foundation. The intern may be asked to dedicate extra hours for the project work with regards of the completion of the project and for compensating the missed work hours.

The intern will have his day off on Tuesday (any changes regarding the same will be notified to the intern beforehand). Any other leave

This agreement can be terminated on either side by giving one month's notice in writing unless in special circumstances agreed upon. Notwithstanding the terms of engagement stipulated above, in the event of misconduct or misdemeanour on part of the Intern, his service may be discontinued by the Foundation. The sole discretion of the act of omission or commission shall be that of the Chairman of the foundation.

Any notices to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered in person shall be deemed to have been communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.

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During the tenure of this agreement, the Foundation shall pay the Intern, a consolidated stipend of ₹15,000/(Rupees Fifteen thousand only) per month which includes the allowance of 1500 Rs for food per month. The accommodation for the intern will be provided by the Foundation for free.

An Internship letter will be provided upon completion of Project.

The parties shall execute any documents and take all appropriate actions as may be necessary to give effect to the Project

The agreement shall be governed and construed in accordance with the laws of the state of Maharashtra and India.

Safety measurements: safety during the overall project for the documentation team will be followed as per The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

The disputes if any arising from this agreement shall be referred to an arbitrator as mutually agreed upon and the arbitration shall be governed by the Indian Arbitration Act.

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral.

IN WITNESS WHEREOF the parties have put their respective hands as of the day and year first hereinabove written.

SIGNED BY THE WITHIN-NAMED
MR. SANDEEP SABLE, FOR AND ON
BEHALF OF SIR MOHAMED YUSUF
SEAMEN WELFARE FOUNDATION
BEING CHIEF HUMAN RESOURCES OFFICER

SIGNED BY THE WITHIN NAMED MR. MANDAR ANIL CHAUDHARI BEING THE INTERN

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- 1. The intern will not try to tamper with the working process of the documentation project and will abide to the instructions Rules and Contribution:
- provided by the Museum Curator and the Project Consultant
- 2. One week of museum training will be carried out by the intern on joining the project. 3.The intern will Document the Museum objects and archival material from the Marine Museum Collection as assigned by
- Curator, Marine Museum including filling of excel sheets, object research, measurements etc. 4. The intern will carry out the photography of the Museum objects and archival material if suggested and required as
- 5. The intern will carry out sorting and categorization of the collection under the guidance of the Curator and Project assigned by the Curator, Marine Museum.
- 6. Any other work associated with the project assigned by the Curator and Project Consultant will be carried out by the Consultant
- 7. The intern will report the progress of the work to the Curator at the end of every work day for checking. He will then In intern. Forei
 - 8. The intern shall always handle the objects carefully and while wearing nitrile gloves and mask which will be provided by make any corrections as suggested by the Curator. 9. The objects and the archival material for documentation will be selected by the Curator, Marine Museum in consultation the Museum.
 - 10. The intern shall not move any object or archival material from its position without informing the Curator. Any object with the Project Consultant.
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- removed from its position for documentation will be returned to its location, the same day and the same will have to I 11. The Intern shall carry out the assigned tasks with diligence, professionalism, and in compliance with the Foundation informed to the curator.
- The Intern shall maintain the confidentiality of all proprietary or confidential information of the Foundation. policies and guidelines.

13. Strict and Legal action will be taken against any damage caused to the collection by the Intern.

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Capt. S

Member Secr Capt. (Dr.) A Captain Superin

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Page 4 of 4

MEMORANDUM OF UNDERSTANDING BETWEEN THE INSTITUTE OF MARINE ENGINEERS (INDIA) (REGISTERED UNDER CHARITABLE TRUST, MUMBAI)

AND

INSTITUTE SIR MOHAMMAD YUSUF SEAMEN WELFARE FOUNDATIONS - TRAINING SHIP RAHAMAN

Entered to on 18th day of December 2023, between THE INSTITUTE OF MARINE ENGINEERS (INDIA) represented by its Honorary General Secretary Mr. Sunil Kumar, having its Head office and Training Centre at IMEI House Plot No. 94, Sector 19, Nerul (East), Navi Mumbai 400706 and registered office at 1012 Maker Chamber V, Nariman Point, Mumbai 400021 is registered public charitable trust under registration number No: F 7589 (MUM) with the Charity Commissioner, Greater Bombay, Maharashtra, hereinafter referred to as IME(I) on the one part, and SIR MOHAMMAD YUSUF SEAMEN WELFARE FOUNDATIONS -

TRAINING SHIP RAHAMAN., represented by its Principal CAPT (DR.) ASHUTOSH APANDKAR having its office at T S Rahaman, Post Nhava Taluka Panvel, District Raigad — 410206, Maharashtra, registered public charitable trast under Registration No. BOM.141/73 GBBSD, hereinafter referred to as TRAINING SHIP RAHAMAN on the other part, enter into this Memorandum of Understanding according to the following statements.

STATEMENTS:

TRAINING SHIP RAHAMAN

- a- It is an educational institution entitled to self-govern, acquire and manage its patrimony, establishing its structure and the norms that should govern its functions and relationships, both internal and external.
- b- Among its objectives is the comprehensive education, training and orientation of human resources in various academic areas, such as the selection of candidates to be trained, as well as the instructors, advisers, technicians and all its staff in charge.
- c- That for the accomplishment of its objectives it has faculties to enter into, to fulfill and to sign agreements and covenants of exchange and collaboration with maritime educational Institutions.
- d- That, for the legal effects of this agreement, it is indicated as its Head Office domicile TRAINING SHIP RAHAMAN at & post Nhava Taluka Panvel, District Raigad Maharashtra pin code—410206.
- e- That all its administrative personnel, advisors, instructors and collaborators, are employed by TRAINING SHIP RAHAMAN and in no way are considered as employees of the <u>The Institute of Marine Engineers</u> (India).

The Institute of Marine Engineers (India)/ IME(I)

- a- It is an educational institution and one of its aims is the quality educational service with a view to the training and education of human resources in maritime knowledge.
- b- That for the accomplishment of its objectives it has faculties to enter into, to fulfill and to sign covenants of exchange and collaboration with maritime educational Institutions.

III-RESPONSIBILITIES

TRAINING SHIP RAHAMAN agrees and is responsible for:

- T.S. Rahaman will only handle the practical training part of Basic Oil and Chemical tanker (OCTO),
 Basic Gas tanker (Familirisation) and Basic IGF courses as per D G Shipping guidelines which deals
 with "Fixed fire-fighting system operations" and "and portable fire-fighting extinguishers".
- 2. Video recording of the training imparted will be provided by T.S. Rahaman for audit purpose.
- 3. T.S. Rahaman has adopted certain rules and policies regarding the use of the facility. These rules may be updated from time to time to ensure the safe utilization of the facilities. Candidates attending the training sessions shall at all times adhere to these rules and regulations.
 - 4. Any disciplinary Issues will be dealt as per T.S. Rahaman policy.
 - 5. IMEI(I) Indemnifies T.S. Rahaman for any accident/incident during the course of training.

The Institute of Marine Engineers (India) agrees and responsible for:

- 1. Verification and supervision of all the documentation provided by candidates
- Theory classes of the courses as per DG regulations will be taken by <u>The Institute of Marine Engineers</u>
 (India).
- 3. Certificates of course completion will be Issued by The Institute of Marine Engineers (India)
- 4. The Institute of Marine Engineers (India) shall schedule its training exercises with T. S. Rahaman with as much advance notice as possible to ensure that the facility is available for the desired training sessions. T.S. Rahaman will use its best efforts to make the facility available as requested.
- The Institute of Marine Engineers (India) will pay a fee according to the fee policy agreed between the two parties. T.S. Rahaman will invoice IMEI on monthly basis. Invoices are due within Fifteen (15) days of receipt.

a) The term of this MOU shall commence 20th day of December 2023 and shall continue in effect for a period of one (01) year. This MOU shall be renewed every year after confirming terms & condition, however, that either party may terminate the MOU by giving 90 days'notice to the other of its intention not to renew at least ninety-days (90) prior to expiration of any term.



Sir Mohammad Yusuf Seamen Welfare Foundation Capt. (Dr.) Ashutosh Apandkar Principal Training Ship Rahaman



Mr. Sunil Kumar Honorary general Secretary

The Institute of Marine Engineers (India)





Registered No. F.2903 (BOM) under the Public Trust Act.
Registered No. Bom. 141/73 G.B.B.S.D. under Societies Registration Act.
80G Certificate No. DIT(E)/MC/80-G/2159/2007/2007-08

SIR MOHAMED YUSUF SEAMEN WELFARE FOUNDATION

Campus Nhava, Navi Mumbai, Panvel Taluka, District Raigad 410206, Maharashtra, India Tel. No. 27212800 / 236 / 288 Fax: 27212201 / 096 Email: tsrahaman@tsrahaman.org Registered Office: Jahaz Mahal Annexe, Samander Point Estate, Off Lala Lajpatrai Marg, Worli, Mumbai 400 018, Maharashtra, India. Tel:(91) 022-24938740/24933324.Fax:(91)022-24950270.

HON, PATRON

Shri Arun Sharma Executive Chairman, IRClass Indian Register of Shipping

GOVERNING COUNCIL 2021 - 2023

Chairman

Shri Haroun Aleem Yusuf

Life Members' Rep.

Indian Shipping Companies' Rep.
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Indian National Shipowners'
Association Rep.
Capt. Ashok Kumar

Maritime Assn. of Shipowners', Ship Managers & Agents Rep. Capt. S. M. Halbe

> Foreign Owners Rep. and Ship Managers, Association Capt. Ankur Khedekar

> > Mumbai Port Trust Rep. Capt. B. Chand

Maritime Union of India Rep. Capt. Tushar Pradhan

National Union of Seafarers of India Rep. Shri Milind V. Kandalgaonkar

Member Representatives
Capt. Rohan Sabnis
Capt. Swanand Patankar
Capt. Shashank Jahagirdar

Member Secretary (Ex officio)
Capt. (Dr.) Ashutosh Apandkar
Captain Superintendent / Principal
Training Ship Rahaman

No.: 18/Admin/02/2023

Internship Agreement
BETWEEN
SIR MOHAMED YUSUF SEAMEN WELFARE FOUNDATION
AND
Mr. Orijeet Borah

Type of Contract: Agreement for Internship

This Internship Agreement ("Agreement") is made and entered into on 20th December 2023, between Sir Mohamed Yusuf Seamen Welfare Foundation, having its principal place of business at Campus Nhava, Taluka Panvel, District Raigad, Maharashtra - 410 206 (hereinafter referred to as the "Foundation", which term shall include its successors & assigns unless repugnant to the context), of the ONE PART and Mr. Orijeet Borah (Individual), residing at S/O Rupak Borah, H No 4, B R B Rd, Barovari, Happy villa, Şilpukhuri, Kamrup Metro, Silpukhuri, Assam 781003 designated as intern within the project (hereinafter referred to as the "Intern") of the OTHER PART.

WHEREAS the Foundation agrees to engage the Intern to perform the works and related tasks for the Project titled: Documentation of Marine Museum Collection

AND WHEREAS the Foundation is desirous of engaging the aforesaid services of the Intern on the terms and conditions contained herein.

AND WHEREAS it is proposed to record the said terms and conditions in this agreement.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:-

Scope of Work:

The specific rules and contributions shall be outlined in a separate document as "Annexure 01" to this Agreement.

The intern, within the foundation will report to Museum Curator / Chief Human Resources Officer and the consultant (hired for the project) who would co-ordinate with the Intern from time to time.

Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Foundation and the Intern. It is clearly understood that the Intern is independent and not an employee or agent of the Foundation.

The Intern, except with the written consent of the Foundation shall not sign any contract for or on behalf of the Foundation with any third party or bind the Foundation in any manner.

Project Brief/ Purpose of working:

The foundation desires to enter into this agreement with the intern for the above mentioned project. The project aims to provide a new documentation and storage (physical and digital) systems for the objects and archival material housed at Marine Museum at the Institute of TS Rahaman, Campus Nhava, Taluka Panvel, District Raigad, Maharashtra - 410 206.

All the objects and the archival material will be documented under the following criteria:

- 1. Accession system including a new accession number
- 2. Record of measurements and other meta-data entries.
- 2. Labeling of accession number (physical accessioning)
- 3. Photography to be conducted in the phase 2 of the project
- 4. Proper storage (physical and digital- Google drive/scanning etc)

Confidentiality

The Intern is strictly bound to observe the secrecy of any knowledge relating to the affairs of the Foundation including the museum, either during the term of the agreement or at any time thereafter. He shall not use for his own purpose nor divulge to any person or entity without the express prior authorization of the Foundation, any information, or any other secret or confidential matter relating to the affairs of the Foundation which may have come to his knowledge directly or indirectly, during the tenure of his internship with the Foundation.

The access to any data associated with the Marine Museum, Nhava including the details of the objects and archival material is only provided to the intern for the work of the project and He shall not use this data for his own purpose nor divulge to any person or entity without the express prior authorization of the Foundation

In any case, if the Intern is found divulging or disclosing any confidential information without the express permission or prior authorization of the Foundation, then this agreement shall terminate with immediate effect, in which case he shall return to the Foundation, all valuables, documents, material, etc., of any kind whatsoever supplied to him by the Foundation.

Duration and Termination

This agreement shall enter into force from 34th December 2023, on which the Intern starts working and shall be for a period up to 04 to 06 Months. It is a tentative estimated time for the project. However it is possible that this timeframe may get revised as per the work in progress and the limitation (unnoticed situations such as family emergencies, pandemic situations, natural disasters etc) unless terminated earlier in accordance with the terms of this Agreement.

The Intern shall dedicate a set number of hours per week to the assigned tasks and adhere to the schedule agreed upon with the Foundation. The agreed upon schedule being working hours of Wednesday to Sunday: 8.30 am to 5.30 pm, Monday: 8.30 am to 4.00 pm with lunch break at 12.30 pm to 1.30 pm. Any change in the work hours or schedule will have to be approved by the Foundation. The intern may be asked to dedicate extra hours for the project work with regards of the completion of the project and for compensating the missed work hours.

The intern will have his day off on Tuesday (any changes regarding the same will be notified to the intern beforehand). Any other leave

This agreement can be terminated on either side by giving one month's notice in writing unless in special circumstances agreed upon. Notwithstanding the terms of engagement stipulated above, in the event of misconduct or misdemeanour on part of the Intern, his service may be discontinued by the Foundation. The sole discretion of the act of omission or commission shall be that of the Chairman of the foundation.

Notices

Any notices to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered in person shall be deemed to have been communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.



Stipend:

During the tenure of this agreement, the Foundation shall pay the Intern, a consolidated stipend of ₹15,000/- (Rupees Fifteen thousand only) per month which includes the allowance of 1500 Rs for food per month. The accommodation for the intern will be provided by the Foundation for free.

An Internship letter will be provided upon completion of Project.

Further Actions:

The parties shall execute any documents and take all appropriate actions as may be necessary to give effect to the Project

Arbitration and Law Applicable:

The agreement shall be governed and construed in accordance with the laws of the state of Maharashtra and India.

Safety measurements: safety during the overall project for the documentation team will be followed as per The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

The disputes if any arising from this agreement shall be referred to an arbitrator as mutually agreed upon and the arbitration shall be governed by the Indian Arbitration Act.

Entire Agreement:

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral.

IN WITNESS WHEREOF the parties have put their respective hands as of the day and year first hereinabove written.

SIGNED BY THE WITHIN-NAMED
MR. SANDEEP SABLE, FOR AND ON
BEHALF OF SIR MOHAMED YUSUF
SEAMEN WELFARE FOUNDATION
BEING CHIEF HUMAN RESOURCES OFFICER

SIGNED BY THE WITHIN NAMED MR. ORIJEET BORAH BEING THE INTERN

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Annexure 01

Rules and Contribution:

- 1. The intern will not try to tamper with the working process of the documentation project and will abide to the instructions provided by the Museum Curator and the Project Consultant
- 2. One week of museum training will be carried out by the intern on joining the project.
- 3.The intern will Document the Museum objects and archival material from the Marine Museum Collection as assigned by Curator, Marine Museum including filling of excel sheets, object research, measurements etc.
- 4. The intern will carry out the photography of the Museum objects and archival material if suggested and required as assigned by the Curator, Marine Museum.
- 5. The intern will carry out sorting and categorization of the collection under the guidance of the Curator and Project Consultant
- 6. Any other work associated with the project assigned by the Curator and Project Consultant will be carried out by the intern.
- 7. The intern will report the progress of the work to the Curator at the end of every work day for checking. He will then make any corrections as suggested by the Curator.
- 8. The intern shall always handle the objects carefully and while wearing nitrile gloves and mask which will be provided by the Museum.
- 9. The objects and the archival material for documentation will be selected by the Curator, Marine Museum in consultation with the Project Consultant.
- 10. The intern shall not move any object or archival material from its position without informing the Curator. Any object removed from its position for documentation will be returned to its location, the same day and the same will have to be informed to the curator.
- 11. The Intern shall carry out the assigned tasks with diligence, professionalism, and in compliance with the Foundation's policies and guidelines.
- 12. The Intern shall maintain the confidentiality of all proprietary or confidential information of the Foundation.
- 13. Strict and Legal action will be taken against any damage caused to the collection by the Intern

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