



# NARAYANA COLLEGE OF NURSING

Chinthareddypalem, Nellore - 524003. A.P.

Ph No: 0861-2317969 | Fax: 0861-2311968.

e-mail: narayana\_nursing@yahoo.co.in || principal.ncn@narayanannursingcollege.com

website: <https://www.narayanannursingcollege.com>

Recognized by Indian Nursing Council vide Lr. No. 18-916/2002/INC dt:08-11-2002

A.P. Nurses & Midwives Council Letter No. APNMC/CON/3973/2002, dated: 26.12.2002

Affiliated to Dr. N.T.R. University of Health Sciences, A.P. Vijayawada.



## Tripartite Agreement

This Tripartite Agreement ("**Agreement**") is made and entered into as of **04/04/2024** by and between:

### **First Party:**

A company registered in Germany, "**German Application Center**" known as "**GAC**" with the address An Der Linde-27-29, Koln 50668, Germany, hereinafter referred to as the "**FIRST PARTY**".

### **Second Party:**

A company registered in the United Arab Emirates, "**Campus World FZ**" known as "**Campus World**" with the address SME Office – C03 – 33&34, Sharjah Research Technology and Innovation Park, University City, Sharjah, United Arab Emirates hereinafter referred to as the "**SECOND PARTY**".

### **Third Party:**

A registered nursing college in the state of Andhra Pradesh, "**Narayana College of Nursing**" with the address Narayana College of Nursing, Chinthareddypalem, Nellore, Andhra Pradesh, Pin Code 524 003, hereinafter referred to as the "**THIRD PARTY**".

**WHEREAS**, the **FIRST PARTY** and the **SECOND PARTY** are working together to provide nurses of Manipur and neighbouring states in northeast India with employment opportunities in Germany, and **WHEREAS** the nurses are required to meet certain levels of German language proficiency and pass German hospital interviews, there arises the need to work closely with the **THIRD PARTY** to fulfil the aims and objectives stated above. Now all the parties agree to commit to take certain roles and responsibilities to achieve the stated goals.

### **Recitals**

**WHEREAS**, the **FIRST PARTY**, the **SECOND PARTY**, and the **THIRD PARTY** wish to collaborate in recruiting qualified nurses from India to Germany under a mutually agreed terms and conditions with complete adherence of the recruitment terms, requirements and laws in both the countries i.e., India and Germany.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

### **Definitions**

**Agreement:** This Tripartite Agreement.



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**Parties:** Collectively refers to the FIRST PARTY, SECOND PARTY, and the THIRD PARTY.

**Nurses:** Refers to nursing students and graduates, from the THIRD PARTY, aspiring to work in Germany.

**Program Fees:** Detailed fee structure and payment terms to be attached as Schedule A.

**Fee Collection:** THIRD PARTY to collect fees from the enrolling nurses and transfer to the SECOND PARTY who in turn will transfer it to the FIRST PARTY.

## Roles and Responsibilities:

### FIRST PARTY:

1. Provide requisite training through online and physical (Hybrid Mode) methods, including supporting trainers, and facilitating visits by German teams/employers on agreed fees and terms.
2. Offer interview opportunities with hospitals in Germany for employment.
3. Issue provisional/conditional employment letters to the nurses after they clear A2.
4. Ensure employment for students who fulfil all terms and conditions.
5. Apply for professional recognition of the candidates at the responsible government authority in Germany (including translation and attestation of required certificates) and bear all the expenses after pre-approval have been granted by the German Employment Agency (ZAV).
6. Provide guidance on all visa matters for candidates.
7. Provide flight tickets to candidates, assist with pick-up and transfer to the employer, and assure their safe, peaceful, and affordable accommodation.
8. Assist candidates with registration and other practical necessities such as obtaining insurance, SIM cards, etc.

### SECOND PARTY:

1. Contact, liaise, communicate, coordinate, and organize meetings with the FIRST PARTY & THIRD PARTY.
2. Register and enrol students, collect required documents, and facilitate signing of contract agreements with participating students as the representative of FIRST PARTY in the prescribed format.
3. Collect program fees from the THIRD PARTY and transfer to the FIRST PARTY.
4. Create batches of enrolling students, fix class timings, and start dates in consultation with FIRST PARTY & THIRD PARTY.
5. Provide local logistic support and training facilities as needed.
6. Work transparently and maintain proper financial transaction records in a standard format.





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## THIRD PARTY:

1. Allow the FIRST- & SECOND-PARTY marketing and information dissemination seminars to the nursing, medical, and other paramedical students of the THIRD PARTY.
2. Arrange parent meetup programs as required.
3. Support organizing student enrolment programs at the THIRD-PARTY campus.
4. Support students who are interested and desirous of taking the German opportunity by allowing them to attend classes through online, physical or hybrid modes.
5. Include German language as an optional subject in B.Sc. Nursing and other courses in the college with a view to empower students for the global healthcare sector.
6. Collect fees from enrolling students and transfer them to the FIRST PARTY through the SECOND PARTY.

### 1. Term

This Agreement shall commence upon the effective date, as stated above, and will continue until two years.

### 1. Termination

This Agreement may be terminated at any time by either Party upon 30 days written notice to the other Party. In the event of termination, the ongoing cohort of students shall be provided with all facilities and fulfil all the promises mentioned in this agreement. Also, the pending payments to be cleared before the date of termination.

### 2. Liability and Indemnification

Each party shall be liable for its own actions and omissions and shall indemnify the other parties against any claims arising from their respective actions or omissions.

### 3. Confidentiality

All parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the execution of this Agreement.

### 4. Legal Fees

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.



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## 5. Exclusivity

During the term of this Agreement, all parties agree not to enter into any agreements or negotiations with any third parties regarding the recruitment and placement of nurses to Germany, similar to the roles and responsibilities described herein. This exclusivity clause shall remain in effect until the termination of this Agreement.

The THIRD PARTY also commits to enrol a minimum of 100 nurses to the program each year starting the signing of this agreement.

## 6. Amendments

This Agreement may be amended only by written agreement signed by all parties.

## 7. Governing Law

The Parties agree that this Agreement shall be governed by the State and/or Country in which the Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Indian law.



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## 9. Signatures

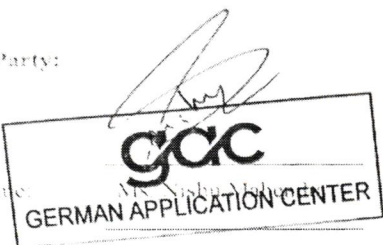
IN WITNESS WHEREOF, the parties hereto have executed this Tripartite Agreement as of the day and year first above written.

First Party:

By:

Name:

Designation: Managing Director



Second Party:

By:

Name:

Designation: CEO

Mr. Muhammed Nisar

Third Party:

By:

Name:

Designation:

Dr. B. Vanaja Kumari

DR. B. VANAJA KUMARI

PRINCIPAL

Principal

NARAYANA COLLEGE OF NURSING  
Chinthareddypalem,  
NELLORE - 524 003

## Schedule A

- German Healthcare Foundation Program Student Fee (MRP): INR 1,20,000/-
- Offer Price for the Third Party

Number of Enrolled Students	Pricing Per Student
Less than 100	INR 80,000
More than 100 Less than 200	INR 65,000
More than 200	INR 50,000

TRIPARTITE AGREEMENT