

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

**HOLY CROSS COLLEGE
Kurusady, Nagercoil - 629 004,
Kanyakumari District, Tamilnadu**

&

**CREATIVE TECHNOLOGIES
41/18, Asambu Road, Vadasery,
Nagercoil - 629 001,
Kanyakumari District, Tamilnadu**

FOR

**THE PURPOSES OF SKILL BASED TRAINING, EDUCATION AND
RESEARCH**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 28th day of – January – Two Thousand and Twenty (28-10-2020), by and between 31-03-2023 for 3 years

The Department of Computer Science at Holy Cross College, the First Party (hereinafter referred to as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Creative Technologies, the Second Party, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as „Parties“ and individually as „Party“) as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **HOLY CROSS COLLEGE**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **CREATIVE TECHNOLOGIES**, the Second Party is engaged in Business, Skill Development, Education and R&D Services in the fields of **IT Services**, and related fields.
- F) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

**CLAUSE 1
CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities to one another.
- 1.2 Co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the faculty of First Party by providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant Proposals, agreements, deeds and or any other document deemed as the „Definitive Document' as may be required to give effect to the actions contemplated in terms of this MOU. The terms of such Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2
SCOPE OF THE MOU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.

- 2.4 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmers on the terms specified herein
- 2.8 There is a financial commitment on the part of **HOLY CROSS COLLEGE**, the First Party to take up any programme mentioned in the MOU. Any financial consideration will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid for tenure of three calendar years from the 28th day of October 2020 unless it is expressly terminated by either Party on mutually agreed terms. Any act on the part of **CREATIVE TECHNOLOGIES**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days" notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **HOLY CROSS COLLEGE** and **CREATIVE TECHNOLOGIES** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



First Party

Second Party

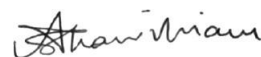
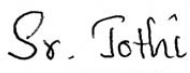
Any divergence or difference derived from the interpretation or application of the MoU the parties shall appoint sole independent arbitrator under the provisions laid in the Arbitration reconciliation Act, 1996. The venue of such arbitration shall be at Nagercoil.

The Laws of India shall govern this memorandum of understanding.

AGREED:

For **Holy Cross College**

For **Creative Technologies**



Authorized Signatory

Authorized Signatory

HOLY CROSS COLLEGE	CREATIVE TECHNOLOGIES
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Witness 1:

Witness 2:

Witness 3:

Witness 4:

