



தமிழ்நாடு தமில்நாடு TAMILNADU

CN 358493

சீ. சண்முகவேலு
ச. சண்முகவேலு (S.V)
L. No: 8/1997, தஞ்சை
தேதி: 20.12.2021

MEMORANDUM OF UNDERSTANDING

Between

GEETHA JEEVAN ARTS & SCIENCE COLLEGE, Thoothukudi

and

HOLY CROSS INNOVATION AND INCUBATION CENTER, Nagercoil

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this the 23rd Day of February Two thousand and Twenty Two by and

BETWEEN

GEETHA JEEVAN ARTS & SCIENCE COLLEGE (GJASC), Thoothukudi located in 1/329, Kurukkusalai, Thoothukudi – 628 722, Tamil Nadu, India, represented herein by its SECRETARY, Mr.P.Jeevan Jacob herein 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.

P. Jeevan
23/2/22
First Party

Second Party

AND

HOLY CROSS INNOVATION AND INCUBATION CENTER (HCIIC), Nagercoil located in Jubilee Hall Block, Holy Cross College (Autonomous), Nagercoil, Kanyakumari District - 629 004, Tamil Nadu, India represented herein by its **PRESIDENT, Dr.(Sr).Sahayaselvi** hereinafter referred as '**SECOND PARTY**', the institution 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 to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is engaged as an Arts & Science College named:

GEETHA JEEVAN ARTS & SCIENCE COLLEGE (GJASC), Thoothukudi

B) Second Party is a Business Incubator registered as a Society named:

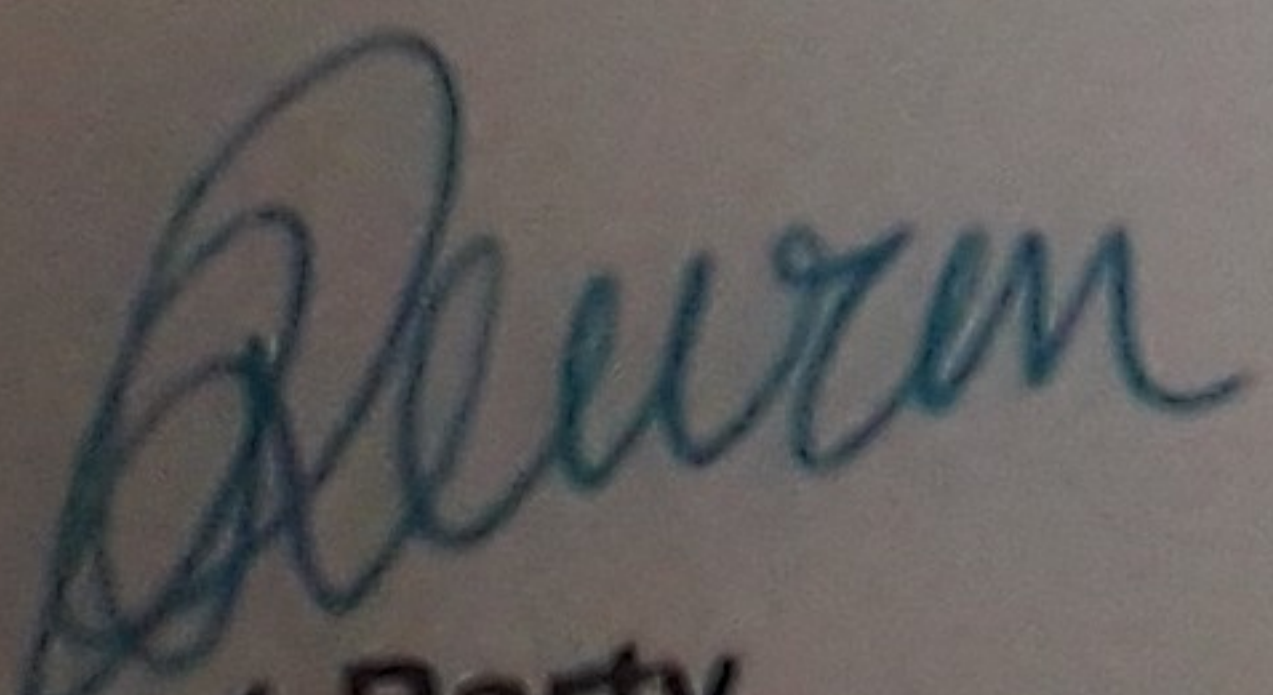
HOLY CROSS INNOVATION AND INCUBATION CENTER (HCIIC), Nagercoil

C) 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.

D) The Parties intend to cooperate and focus their efforts on technology innovation/utilization, research to solve the problems, networking, marketing assistance, mentoring, promotions, information and knowledge, workshops and training.

E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU.



First Party

Mr.P. JEEVAN JACOB, M.A.,
SECRETARY

Geetha Jeevan Arts & Science College,
1/329, Kurukkusalai, Thoothukudi - 628 722

Second Party

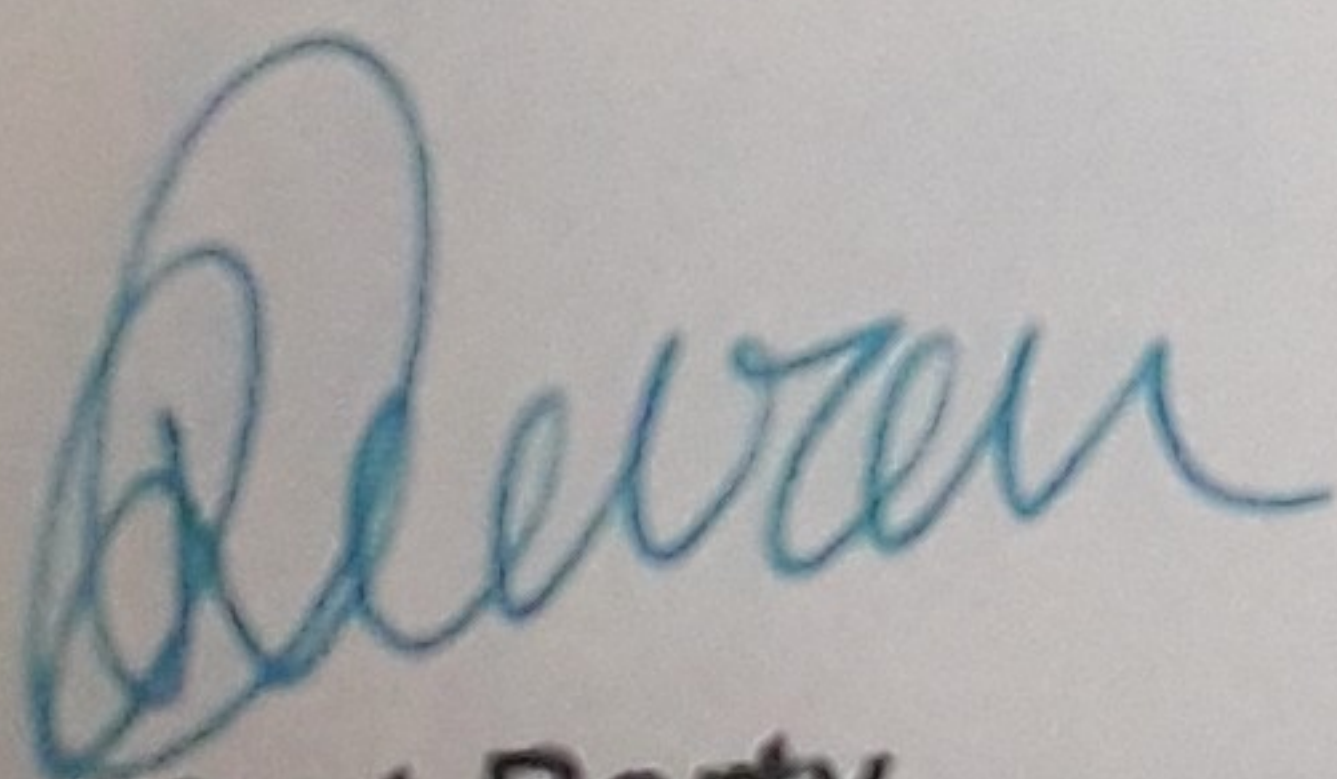
THE PARTIES HERETO AGREE AS FOLLOWS

CLAUSE 1: CO-OPERATION

- i. 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 INCUBATOR 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 for one another.
- ii. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the intellectuals of the Second Party providing significant inputs to them in the areas of business and development, keeping in mind the needs of the Second Party.
- iii. The general terms of co-operation shall be governed by this MOU. Both the Parties shall cooperate with each other and shall, as promptly as is reasonable, enter into all relevant agreement, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of 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

- i. **Innovation and Entrepreneurial Ecosystem:** Both Parties believe that close co-operation between the two would be of major benefits to the entrepreneurial community to enhance their enterprise and innovation.
- ii. **Technology Utilization:** First Party and Second Party shall utilize the technologies available in the firms mutually and contribute for the growth of incubatees, entrepreneurs and students associated with both the parties.



First Party

Mr. P. JEEVAN JACOB, M.A.,
SECRETARY

Geetha Jeevan Arts & Science College,

1/329, Kurukkusalai, Thoothukudi - 628 722

Second Party

- iii. **Networking:** Both parties have agreed to share their network of startup, industries, mentors, investors, media and other intellectuals within each other whenever necessary considering the mutual benefits and contribute to each other in building a sustainable entrepreneurial ecosystem.
- iv. **Marketing Assistance:** Both Parties have agreed to carry out the marketing assistance of the products and services of the incubatees, entrepreneurs and members associated with the parties by providing necessary guidance and support in the field of marketing.
- v. **Mentoring:** Both Parties have agreed to mentor the incubatees, entrepreneurs and members associated with the parties in their field of expertise and network in order to enhance the intellectuals and success of them.
- vi. **Promotions:** Both parties have agreed to promote each other mutually wherever and whenever possible including website, print media, digital media and other possible areas as an ecosystem partner.
- vii. **Information and Knowledge:** Both parties have agreed to share the relevant information and knowledge they possess with each other which would create opportunities for betterment of firms.
- viii. **Workshops and Training:** Both Parties shall actively engage to help the incubatees of their firms into successful start-up with adequate workshops and training. Both Parties to obtain all internal approval, consents, permissions and licenses of whatsoever nature required for offering the Programmes/Courses/Trainings on the terms specified herein.
- ix. There are no financial commitments on the part of the **GEETHA JEEVAN ARTS & SCIENCE COLLEGE, Thoothukudi** the First Party, to take up any programme mentioned in the MOU by the Second Party. If there is any financial consideration, it will be dealt separately as per the rules and regulations of both the Parties.



Second Party

First Party

Mr. P. JEEVAN JACOB, M.A.,
SECRETARY

Geetha Jeevan Arts & Science College,
1/329, Kurukkusalai, Thoothukudi - 628 722

CLAUSE 3: INTELLECTUAL PROPERTY

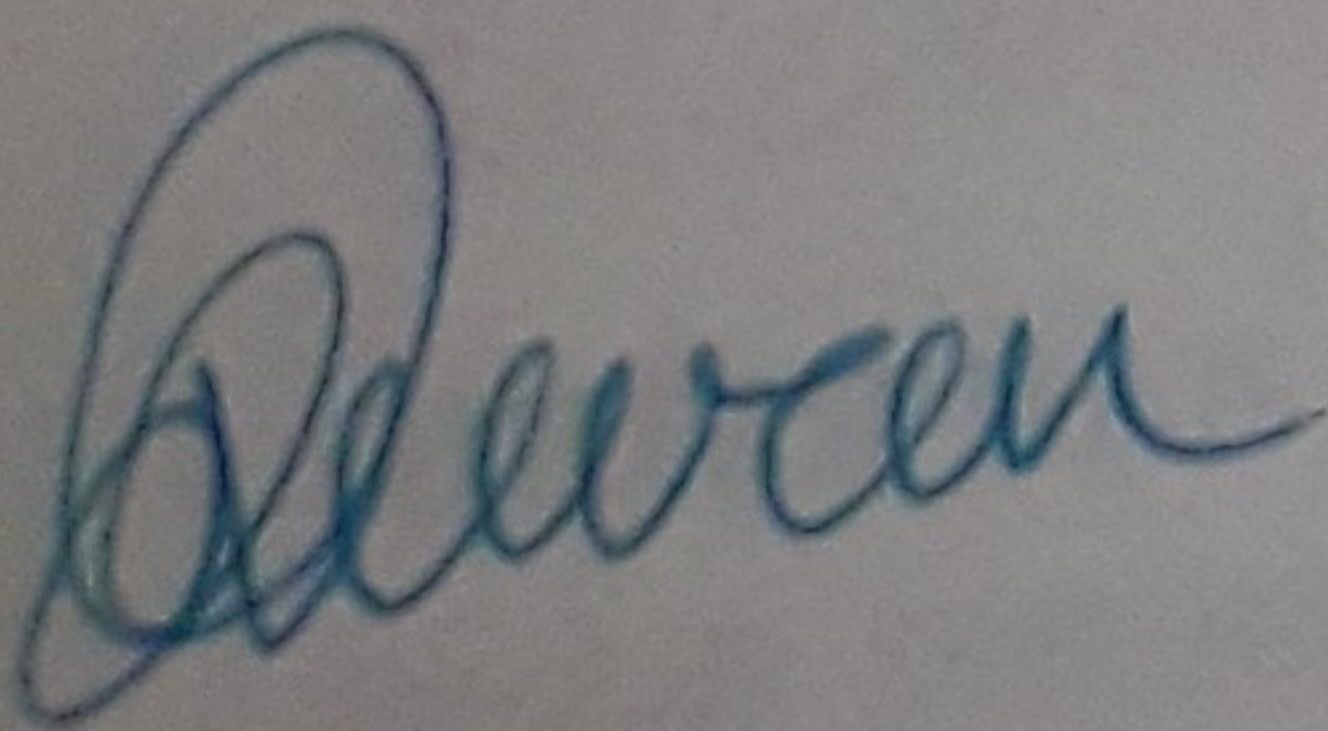
- i. Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party, any right, title, interest or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

CLAUSE 4: VALIDITY

- i. This Agreement will be valid until it is expressly terminated by either Party on mutual agreed terms, during which period, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be constructed as an extension of this MOU.
- ii. Both Parties may terminate this MOU upon thirty [30] calendar days' notice in writing. In the event of Termination, both Parties have to discharge their obligations fully.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- i. It is expressly agreed that First Party and Second Party 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, or logo in any way, to make any representation 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 Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



First Party
Mr. P. JEEVAN JACOB, M.A.,
SECRETARY

Geetha Jeevan Arts & Science College,
1/329, Kurukkusalai, Thoothukudi - 628 722

Second Party

- ii. Any divergence or difference derived from the interpretation or application of the terms of this MOU shall be resolved by arbitration between the Parties as per the Arbitration Act, 1996.

The Arbitration Tribunal shall consist of three members among whom each of the Party shall nominate one member and the third member shall be nominated by the President of Holy Cross Innovation and Incubation Center, Nagercoil at their discretion. The Place of the Arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed according to Indian Law with exclusive jurisdiction in the Courts of Thoothukudi District.

AGREED:

For & On behalf of GJASC
Geetha Jeevan Arts & Science College
Thoothukudi

For & On behalf of HIC
Holy Cross Innovation and Incubation Center
Nagercoil

(Mr. P. Jeevan Jacob)

GJASC Secretary's Signature with Seal
Mr. P. JEEVAN JACOB, M.A.,
SECRETARY

Geetha Jeevan Arts & Science College,
1/329, Kurukusalai, Thoothukudi - 628 722

(Dr. Sr. Sahayaselvi)

HIC President's Signature with Seal

The President,
Holy Cross Innovation and Incubation Centre,
(Pre-incubation Centre)
Holy Cross College Campus,
Reeh Nagar, Nagercoil - 629 004.

This Memorandum of Understanding is signed in the presence of

1.

(DHILIPHAN KUMAR M)

Prof. M. DHILIPHAN KUMAR
M.B.A., M.Phil., M.Sc., PGDIL & AL, PGDSL, M.Com., (Ph.D.)
VICE PRINCIPAL

Geetha Jeevan Arts and Science College
1/329, Kurukusalai, Thoothukudi - 628 722

2. P. Rajeswari
23/02/2022

(RAJESWARI P)
COORDINATOR

Centre for Entrepreneurship Development
Geetha Jeevan Arts and Science College
1/329 Kurukusalai, Tuticorin - 628 722.