



தமிழ்நாடு தமில்நாடு TAMILNADU

R-SHELL INFO SERVICE

CH 968002

S. இராதாகிருஷ்ணன்
முத்தினாத்தூர் விற்பனையாளர்
உரிமம் எண், 15/1993 நாள்: 1-11-93
நாகர்கோவில்-629 001

தமிழ்நாடு

நாள் : 17. 9. 2021

NAGERCOIL

இனம்: 100

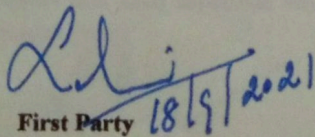
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 18th DAY OF—SEPTEMBER—Two Thousand and Twenty-One (18-09-2021), by R-Shell Info Services and Holy Cross College, [Holy Cross Innovation & Incubation Centre] J. Jose

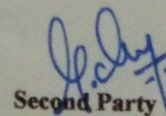
Holy Cross College, Holy Cross Road, Holy Cross Nagar, Nagercoil, Kanyakumari District – 629002 represented herein by its Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

R-Shell Info Services, 5/53, 2nd Floor, Near Lawrence Lodge, Parvathipuram, Nagercoil, Kanyakumari District – 629003 represented herein by Er. G. Christ Jose, Managing Director (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).


18/9/2021

First Party



Second Party

Er. G. Christ Jose M.E., M.B.A.,
Managing Director
R-Shell Info Services
www.rshell.in / mail@rshell.in

R-SHELL INFO SERVICES

The Authorised Signatory,
Holy Cross Innovation and Incubation Centre,
(Pre-Incubation Centre)
Holy Cross College Campus,
Rach Nagar, Nagercoil - 629 004.

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

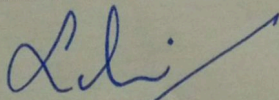
WHEREAS:

- 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 intent to cooperate and focus their efforts on cooperation within area of Skill Based Training and Education.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **R-Shell Info Services**, the Second Party is engaged in Trainings, Software Courses, Skill Development and Placements.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

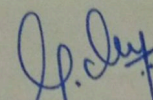
**CLAUSE 1
CO-OPERATION**

- 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 for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the company, 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 agreements, 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 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.



First Party

The Authorised Signatory,
Holy Cross Innovation and Incubation Centre,
(Pre-incubation Centre)
Holy Cross College Campus,
Rooh Nager, Nagercoil - 629 004.



Second Party

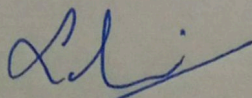
Er. G. Christ Jose M.E., M.B.A.,
Managing Director
R-Shell Info Services
www.rshell.in / mail@rshell.in
R-SHELL INFO SERVICES

CLAUSE 2
SCOPE OF THE MoU

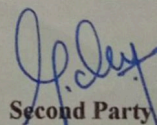
- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 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 **Inplant Trainings:** Company 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 Training Programs. 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. The Second Party will provide Workshops / Inplant Training / Internship Training for the learners enrolled with the First Party.
- 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 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the company requirement considering the National Occupational Standards in concerned sector, if available.
- 2.6 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for the students. The Second Party will itself absorb the trained students.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

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, copy rights and designs) of the other Party.



First Party



Second Party

Er. G. Christ Jose M.E., M.B.A.,
Managing Director
R-Shell Info Services
www.rshell.in / mail@rshell.in

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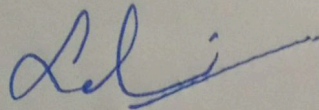
**CLAUSE 4
VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **R-Shell Info Services**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **R-Shell Info Services**, 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 **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 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.

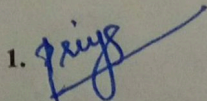
For Holy Cross College



Authorized Signatory

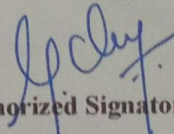
Authorized Signatory,
Holy Cross Innovation and Incubation Centre,
(Incubation Centre)
Holy Cross College Campus,
Koch Nagar, Nagercoil - 629 004.

Witness:

1. 

R. KRISHNA PRIYA

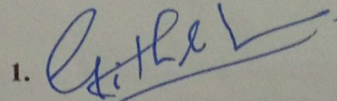
For R-Shell Info Services



Authorized Signatory

Er. G. Christ Jose M.E., M.B.A.,
Managing Director
R-Shell Info Services
www.rshell.in / mail@rshell.in

Witness:

1. 

T. Gifflin Shaha. (AM)
Admin manager.