

# INDIA NON JUDICIAL

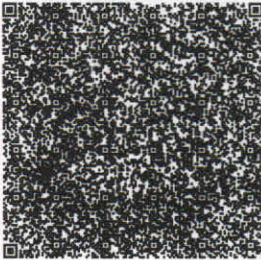
Government of National Capital Territory of Delhi



सत्यमेव जयते

## e-Stamp

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**Purchased by** : GMR AIRPORTS LIMITED  
**Description of Document** : Article 5 General Agreement  
**Property Description** : Not Applicable  
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(Zero)  
**First Party** : GMR AIRPORTS LIMITED  
**Second Party** : Not Applicable  
**Stamp Duty Paid By** : GMR AIRPORTS LIMITED  
**Stamp Duty Amount(Rs.)** : 100  
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# **Memorandum of Agreement**

**Joint Development and Launch of Post Graduate  
Diploma Programme in Airport Operations by  
GMR Aviation Academy and Rajiv Gandhi  
National Aviation University**

These Terms & Conditions are made on this day 19/12/2013 (DD/MM/YYYY) by and between GMR Aviation Academy & Rajiv Gandhi National Aviation University that shall govern the joint delivery of Diploma programme in Airport Operations.

**GMR AVIATION ACADEMY**, an ICAO Regional Training Centre of Excellence (RTCE), a business division of GMR Airports Limited, a company incorporated under the Companies Act, 1956 and having its office at GMR Aero Tower, Ground Floor, Rajiv Gandhi International Airport, Shamshabad, Hyderabad- 500409, Telangana hereinafter referred to as "**Party A**", (which expression shall unless the context or meaning be otherwise repugnant mean and include its legal/authorized representatives, successors, administrators, assigns, agents);

AND

**Rajiv Gandhi National Aviation University**, a Central University under Ministry of Civil Aviation created by an enactment of the Parliament of India as per the Rajiv Gandhi National Aviation University Act, 2013 (No. 26 of 2013) at Fursatganj, Raebareli, Uttar Pradesh (hereinafter called "**Party B**") (which expression shall unless the context or meaning be otherwise repugnant mean and include its legal/authorized representatives, successors, administrators, assigns, agents)

**Party A** and **Party B** shall hereinafter be individually referred to as "Party" and collectively as "Parties" to these Terms & Conditions.

WHEREAS –

- A. **Party A** provides aviation and airport and aviation related training to professionals and students and **Party B** was established to promote aviation studies and research to achieve excellence in areas of aviation management, policy, science and technology, aviation environment, training in governing fields of safety and security regulations on aviation and other related fields to produce quality human resources to cater to the needs of the aviation sector.



Both the Parties are collaborating with each other for joint delivery of "Certificate in Airport Operations" course to be offered as a PG Diploma course.

- B. The Parties enter into these Terms & Conditions to reflect their areas of responsibility and contribution for mutually agreed commercial terms as highlighted in the Annexure I, and that the conditions are not comprehensive and that additional terms may be incorporated to this formal agreement as addendum. The joint roles shall be towards an effective implementation and delivery of the aforementioned PG Diploma in Airport Operations.

## 1. Terms and Conditions

### Party A hereafter agrees:

- i. To enter into a collaboration with Party B for the joint delivery of a full time PG Diploma course in Airport Operations.
- ii. The course shall be divided into 3 semesters each of 4 months. The last semester shall be an Internship Program, at Party A's premises at Delhi / Hyderabad. Party A shall deliver the training through its dedicated faculty and assist in setting exam papers and evaluating the answers.
- iii. To share the Course content and the modules that are taught to the students pursuing the above program with Party B which are owned by Party A for review.
- iv. To accept amendments in the content by Party B to make it equivalent to the requirements of full time Diploma.
- v. To accept that the Diploma so offered shall be a joint Diploma offered under the seal and stamp of Party B with mention of Party A's "GMR Aviation Academy" logo
- vi. The students for admission to the course will be screened through a written exam to be conducted by Party B, as per its relevant rules, regulations and procedures,



followed by an interview, whose panel shall have members from both Party A and Party B

- vii. Out of the 03 semesters, first 02 semesters will be at Fursatganj, Amethi (facilities of Party B) and the last semester shall be provided at Party A's facilities at Delhi/Hyderabad.
- viii. To assist the students in finding boarding and lodging facilities during the internship programme.
- ix. To provide inputs to RGNAU in matters related to marketing and PR activities for the course.
- x. The Marketing and Advertisement related to this course is the responsibility of Party B, however, Party A may also advertise with prior consultation with Party B.

**Party B hereafter agrees:**

- i. The students for the course shall be admitted by Party B. Party B shall conduct the admission process, as per its relevant rules, regulations and procedures, in two stage, written test followed by an interview.
- ii. To suitably modify the academic content shared by Party A to bring it at par with Diploma requirements.
- iii. The course content may be suitably amended / modified by a committee duly constituted by Party B with the final approval of Academic Council.
- iv. Shall offer this course as its own in conjunction with Party A, from its campus in Fursatganj.
- v. Party B shall collect the fees from the students and shall use its current account for maintaining the finances. The revenue shall be shared between Party A and Party B in proportion of the cost incurred by each party as per Annexure I.
- vi. To allocate the seats in the course in due compliance with the reservation policy as notified by the Central Government.
- vii. To financially compensate the Party A, at the end of each quarter to the extent of the sum actually received and realized by Party B for the present diploma course for that quarter, as per the proportion mentioned in the foregoing clause.



### **Both Parties now agree**

- i. The roles and responsibilities of Party A and Party B are defined as per the foregoing clauses.
- ii. The Intellectual Property Rights of the course content, modules and/or any academic content that Party A shares with Party B shall exclusively reside with Party A. That any modifications, additions, amendments, or changes of any manner, carried out by Party B to the course content, modules and/or any academic content, supplied by Party A, for the purposes of the present diploma course, shall be treated as "Government Work" (as defined under the Copyright Act, 1957) and the intellectual property rights of the same shall vest with the Party B.
- iii. If the Party B chooses to offer the program in "Airport Operation/Management" as a Certificate /Degree/Diploma Courses in future and uses Party A's provided content, it shall do so after seeking necessary written permission from Party A and Party A would be entitled to a one time remuneration for usage of Content/Modules.
- iv. Both Parties agree to provide Campus Placement Assistance to the Candidates upon completion of the Course. However, placements are not assured by either Party.
- v. To conduct a single batch having strength up to maximum 50 students, in case there are sufficient number of students qualifying the entrance procedures.
- vi. To abide and implement the reservation policy as notified from time by the central government.

## **2. Continuing Obligations**

### **A. Warranties**

Party A warrants that its respective pre-existing materials/ course information do not and shall not infringe any copyright, patent, trade secret, trademark, or other proprietary right held by any third party.



## **B. Compliance with Law**

Both parties shall secure and maintain in full force and effect during the term of this Agreement all the required licenses, permits, service/labour laws and similar legal authorizations, and comply with all requirements thereof. The Parties shall pay, before delinquency, its respective taxes, levies, obligations and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on its interest in this Agreement.

## **C. Standards of Conduct**

Both parties shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. The staff must be cooperative and work in harmony with each other, client employees, other client contractors, and students at all times.

## **D. Standard of Performance**

Both parties shall provide services in accordance with generally accepted industry standards of care and competence in the required disciplines, using its own appropriate independent skill and judgment, and the manner and means that appear best suitable to it to perform the work.

## **E. Mutual Support and Communication Response Time**

Each Party undertakes to mutually support each other while implementation of this Agreement and provide all relevant documents/ information (at the earliest) requested by a Party.

## **F. Term**

This Agreement shall remain effective for an initial period of three (3) years and shall automatically renew for similar period unless either Party issues non-renewal notice.



## **G. Intellectual property**

This Agreement does not give either Party any ownership rights or interests in the other Party's Intellectual Property and/or Confidential Information. That the Parties shall be at liberty to use the other's logos, names and brands for promotion and marketing, with prior approval of the other Party, in conformity with the terms and conditions of the present agreement. .

## **3. Confidentiality and Understanding**

### **A. No partnership or Agency**

This Agreement shall be deemed as an independent agreement between the Parties and nothing in this Agreement (or any of the arrangements contemplated by it) is or shall be deemed to constitute a partnership between the Parties nor constitute any Party as agent or employee of the other for any purpose.

### **B. Further Assurance**

Each Party agrees (at its own cost) to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the other Party may reasonably require, whether on or after completion, to implement and/or give effect to this Agreement and the transaction contemplated by this Agreement.

## **4. Dispute Resolution**

- A. Both the Parties undertake to make best efforts to settle all disputes arising from the present agreement in an amicable manner.
- B. On failure of the parties to settle their disputes, arising from the present agreement, amicably, the disputes shall be referred to a sole arbitrator. That the arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof in force at the time. The venue of such arbitration shall be at New Delhi / Lucknow. However performance under the present agreement shall not be suspended during proceedings.



- C. All disputes relating to this agreement shall be subject to and be referred to the Court of competent jurisdiction situated in within the limits of New Delhi / Lucknow.

## **5. Variation, Waiver and Consent**

### **A. Variation and Waiver**

No variation or waiver of any provision or condition of this Agreement shall be effective unless it is in writing and signed by or on behalf of each Party (or, in the case of a waiver, by or on behalf of the Party waiving compliance). Unless expressly agreed, no variation or waiver of any provision or condition of this Agreement shall constitute a general variation or waiver of any provision or condition of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation or waiver, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied or waived.

### **B. Consent**

Any consent granted under this Agreement shall be effective only if given in writing and signed by the consenting Party and then only in the instance and for the purpose for which it was given.

### **C. Entire Agreement**

This Agreement represents the whole and only agreement between the Parties in relation to the establishment and operation of the business and supersede any previous agreement (whether written or oral) between the Parties in relation to the subject matter of any such document.

## **6. Notices**

### **A. Address for Notices**

Each notice required or permitted under this Agreement shall be in writing, delivered by hand (by courier or otherwise) or sent by email and be sent to the



addresses set forth below or to such other address as is notified by a Party to the other:

**To RGNAU:** Rajiv Gandhi National Aviation University  
Fursatganj, Amethi, Uttar Pradesh  
**Attention:** Air Vice Marshal Nalin Tandon, AVSM, (Retd.)  
Email: vc@rgnau.ac.in  
Tel: +91-9810404068

**To GMRAA:** GMR Aviation Academy  
GMR Aero Towers, Ground Floor,  
RGIA Shamshabad, Hyderabad, Telangana  
Attention: Mr. Meloth HariKrishnan  
Email: meloth.harikrishnan@gmrgroup.in  
Tel: +91- 9619664555

#### **B. When notices are received**

Any notice or other communication that the Parties give shall be deemed to have been received:

- if sent by mail, with a confirmation of transmission, on the day it is transmitted;
- if given by hand (by courier or otherwise), on the day of actual delivery.

A notice given as described in this Clause on a day which is not a Business Day, or after normal business hours in the place it is received, shall be deemed to have been received on the next Business Day.

#### **7. Costs**

Each Party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, and implementation of this Agreement.



## **8. Force majeure**

No Party shall be liable for non-performance or delay in performance of any obligation stipulated in this Agreement if such non-performance or delay is caused by Force Majeure. Any Party affected shall give prompt notice together with any notice or information it has received regarding the Force Majeure event, to the other Party advising the occurrence and effects of the Force Majeure event and shall use all reasonable efforts to minimize any adverse consequences resulting from such Force Majeure event. For the purposes of this Clause, "Force Majeure" shall mean any order, regulation or written directive of any Government Authority which has the jurisdiction over the activities of any Party; any insurrection, riot, war (whether declared or not), civil war, revolution, acts of sabotage; boycotts, strikes and lock-outs of all kinds, any explosions, fires, floods, earthquakes or other natural disasters; or any other cause beyond the control of the affected Party.

## **9. Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision(s) by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

## **10. Assignment**

Neither party shall assign any right or interest or delegate any obligation owed without the written consent of the other party.



**11. Governing law**

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF the Parties have executed these Terms & Conditions, through their authorized representatives as of the day and year first above written

**For and on behalf of**

**GMR Aviation Academy**

**Rajiv Gandhi National Aviation University**

**Date:**

**Date:** 19 Dec 2018

**Signature:**



**Signature:**




**Name:** P S Nair

**Name:** ~~Air~~ Vice Marshal Nalin Tandon,  
AVSM (Retd.)


**Designation:** Whole Time Director

**Designation:** Vice Chancellor

**Witness I**




**Witness I**

  
RAJEEV TALWAR, FO

**Witness II**



**Witness II**

  
DINESH SHARMA,  
SO- AGM.

## ANNEXURE-I

### Costing for 1 Year PGD Course

All values in INR

	Cost (INR)	Responsibility
Electricity (Academic Block)	1,200,000	NAU
Marketing and PR	2,700,000	NAU
Faculty accomodation expense	320,000	NAU
Procurement of Teaching Aids	960,000	NAU
Invigilator for exams	96,000	NAU
Certification expenses	40,000	NAU
Convocation	300,000	NAU
Medical facilities	40,000	NAU
Administrative charges (RGNAU)	350,000	NAU
Faculty per diem	160,000	NAU
Travel expenses (faculty, staff)	448,000	NAU
GMR Brand Fee / Accreditation	100,000	GMRAA
Curriculum and content development (includes development of examination pa	800,000	GMRAA
Faculty Fee (includes responsibility of examination paper correction)	1,504,000	GMRAA
Study material	400,000	GMRAA
Administrative charges (GMRAA)	300,000	GMRAA
On Job Training (OJT)	2,400,000	GMRAA
Mark up (@20% for GMR only)	1,100,800	GMRAA

	NAU's share	GMR's share	Total Cost
<b>Overall Cost for 40 students</b>	<b>6,614,000</b>	<b>6,604,800</b>	<b>13,218,800</b>
Per student Cost	165,350	165,120	330,470
<b>Total Fees</b>	<b>165,350</b>	<b>165,120</b>	<b>330,470</b>
<b>Percentage costs</b>	<b>50.03%</b>	<b>49.97%</b>	<b>100.00%</b>

#### Hostel and other costs for residential students

Student accomodation (at RGNAU hostel)	1,680,000	NAU
Conveyance for students	400,000	NAU
Mess charges	2,240,000	NAU

