

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "**Agreement**") is made and entered as of this Fifth Day of July in the year Two Thousand and Twenty-One (05 July 2021) (hereinafter referred to as the **Effective Date**)

BY AND BETWEEN

AVIAKUL PRIVATE LIMITED, a Non-Governmental Private Limited company, incorporated under the Companies Act of 2013 under the Corporate Identity Number U74999DL2020PTC373846, having its Registered Office at No: 8/252-I, Mehram Nagar, New Delhi – 110 037, India, hereinafter referred to as **AKL** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, heirs, executors, administrators and permitted assigns.

AND

MEWAR UNIVERSITY, having its Registered Office at NH – 79, Chittorgarh, Rajasthan – 312 901, India hereinafter referred to as the **MU** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, heirs, executors, administrators and permitted assigns.

AKL and **MU** shall hereinafter be individually referred to as **Party** and collectively referred to as **Parties**.

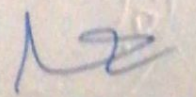
WHEREAS:

- A. **AKL** is engaged in the business of Aviation / Aerospace Education including but not limited to Flight Training, Cabin Crew Training, Aircraft Maintenance Engineering Training, Remote Pilot Training for UAVs, Research & Development of Technologies, Technical Consultation.
- B. **MU** is an Autonomous body set up by the Government of Rajasthan through Act. No. 4 of 2009 passed by the Rajasthan Legislative Assembly (Government of Rajasthan). The University is recognized by the UGC u/s 12(f) of UGC Act with powers to confer degrees u/s 22(1) of the UGC Act, 1956
- C. The Parties acknowledge the importance of using their respective efforts, necessary support, guidance, network, and resources to ensure the success of the cooperation.
- D. The Parties acknowledge that, having shared interests and common objectives, this cooperation will contribute to the further growth of both the Organizations in their respective spheres of influences.
- E. The Parties have expressed their willingness to collaborate as part of implementing common interests and intentions including but not limited to the terms and conditions established in this Agreement, with the purpose of carrying out activities, which are of mutually beneficial interest.



For **AVIAKUL Private Limited**

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Director

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, do hereby agree as follows:

1. SUBJECT OF THE AGREEMENT

- 1.1. AKL and MU express their mutual interest to cooperate in the areas including but not limited to
a) Aviation Cabin Crew Training b) Aircraft Maintenance Engineering c) Establishment of Infrastructure for Aviation related programs d) Possible Financial Partnerships in such programs e) Aviation / Aerospace Outreach programs – To increase Aviation / Aerospace Awareness in India f) Technical Advisory in Aviation, Engineering, Research & Technology related avenues.
- 1.2. The Parties acknowledge the importance of using their respective efforts, necessary support, guidance, network, and resources to ensure the success of cooperation.
- 1.3. The Parties have expressed their willingness to collaborate as part of implementing common interests and intentions including but not limited to the terms and conditions established in this MoU, with the purpose of carrying out activities, which are of mutually beneficial interest.
- 1.4. The formalization of the specific steps in relation to the administrative, legal, financial, and organizational aspects of implementing projects, on a case-by-case basis, will be determined according to the procedures within the internal Regulations of the Parties and as per mutual agreement either through written or verbal consent of the said parties.
- 1.5. MU under this Agreement appoints AKL as the Technical Advisor for its Aviation, Engineering & Technological directions. MU also provides AKL with the mandate of being the sole & exclusive Technical Advisory for the abovementioned directions under this MoU.

2. REPRESENTATION

- 2.1. AKL appoints Mr. Vaibhav Varun, Managing Director as the person in charge of this MoU and for the relations with the Party. In the event of any replacement of the person in charge, AKL will notify Party in written form immediately.
- 2.2. MU appoints Mr. Harish Gurnani, Director as the person in charge of this Agreement and for the relations with the Party. In the event of any replacement of the person in charge, MU will notify Party in written form immediately.
- 2.3. Unless otherwise provided herein, all notices or otherwise communicated under or in connection with this MoU shall be given in writing and may be sent by personal delivery or post or any



For **AVIAKUL Private Limited**
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recognized courier / e-mail (having valid acknowledgement thereto). The addressed for communication shall be as under:

2.3.1. To Aviakul Private Limited:

Mr. Praveen Sankaran,
Aviakul Private Limited,
Office No: 8/252-I, Next to Airport Hotel,
Terminal 1 Metro, Mehram Nagar,
New Delhi – 110037, India.
Email: praveen.sankaran@aviakul.com
Ph: +91 93463 70858

2.3.2. To Mewar University:

Mr. Harish Gurnani,
Mewar University,
NH – 79 Gangrar, Chittorgarh,
Rajasthan – 312 901, India.
Email: hgurnani@mewaruniversity.co.in
Ph: +91 96720 86000

3. CONFIDENTIALITY

3.1. Any Confidential Information received by either party hereto pursuant to this MoU shall be used, disclosed, or copied, only for the purpose of, and only in accordance with this Agreement.

3.2. The receiving party shall use, as a minimum, the same degree of care as it uses to protect its own Confidential Information of a similar nature or publication of confidential information. Without prejudice to the generality of the foregoing:

3.2.1. The receiving party shall only disclose Confidential Information to its bona fide employees, contractors or supplies who need to obtain access thereto for purposes consistent with this Agreement as well as the subsequent agreements in which the collaboration between the Parties will be established.

3.2.2. The receiving party shall not make or have made any copies of Confidential Information except those copies which are necessary for the purpose of this Agreement and

3.2.3. The receiving party shall affix to any copies it makes of the Confidential Information, all proprietary notice or legends affixed to the Confidential Information originally received from the disclosing party.

3.3. Except for disclosures authorized under the terms of this Agreement, the receiving party shall notify the disclosing party immediately upon learning of any disclosure of the disclosing party's Confidential Information.



For **AVIAKUL** Private Limited

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A handwritten signature in blue ink, appearing to be 'NS', written over a circular embossed stamp.

Director

3.4. During the tenure of This MoU and for 3 (three) years after the successful completion of this MoU / termination of MoU, Parties herein undertake on its behalf and on behalf of its employees / representatives / associates involved in the project to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged / generated from the project under this Agreement for any purpose other than in accordance with this Agreement.

3.5. The parties shall not have any obligation of confidentiality with respect to any information that:

3.5.1. Is in the public domain by use and / or publication at the time of its receipt from the disclosing party; or

3.5.2. Was already in its possession prior to receipt from the disclosing party; or

3.5.3. Is properly obtained by the recipient from the third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party;

3.5.4. Is required by public authority by law or decree.

3.6. Any and all information received by either party from the other upon request shall be promptly returned, however, the parties involved in the project may retain one copy of such information in their confidential files, solely for record purposes.

4. TENURE & TERMINATION

4.1. This Agreement shall be effective from the date of signing (Effective Date) and be valid for a period 3 (three) years thereafter.

4.2. During the tenure of the Agreement, parties hereto can terminate their part of this Agreement either for breach of any of the terms and conditions of this Agreement or otherwise whatever may be the reason for termination by giving a two months' notice in writing.

4.3. The termination communicate shall be sent in writing either through Registered mail with acknowledgement of receipt or by certified e-mail.

5. GOVERNING LAW, JURISDICTION AND ARBITRATION

5.1. This MoU shall be interpreted in accordance with and governed by the laws of India without regard to any conflict of laws principles. All disputes arising out of or in connection with this Agreement shall be subject to the sole and exclusive jurisdiction of the courts of New Delhi.

5.2. All disputes and differences arising out of or in connection with or touching upon this MoU shall be amicably settled by mutual discussion between the authorized representatives of the Parties within a period of 30 days of the disputing Party giving notice to the other Parties of this MoU.

For AVIAKUL Private Limited

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5.3. In the event the dispute is not resolved by the authorized representatives within the aforesaid period, the Parties to dispute shall refer disputes and differences for final resolution through arbitration.

5.4. The venue of Arbitration proceedings shall be the location of the defendant and the language used in arbitration proceedings shall be English.

5.5. The costs of the arbitration shall be borne by the disputing Parties in such manner as the arbitrators shall direct in their arbitral award.

6. ENTIRE AGREEMENT, MODIFICATION & COUNTERPARTS

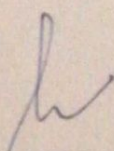
This MoU shall constitute the entire agreement of the parties and cannot be altered or modified except in writing signed by both parties. Upon its execution, this MoU shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without further legal effect. Any waiver, modification, or amendment of any provision of this MoU will be effective only if it is in writing and signed by both the Parties hereto.

This MoU may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

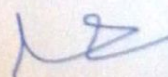
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

For and on behalf of Mewar University

For and on behalf of Aviakul Private Limited



Harish Gurnani
Director
Mewar University
Date:



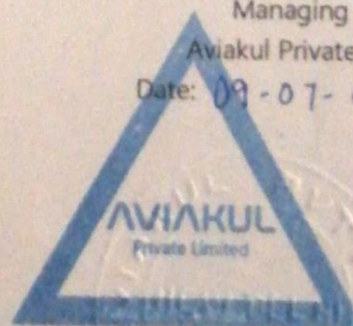
Director

Vaibhav Varun

Managing Director

Aviakul Private Limited

Date: 09-07-2021



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