

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the “**MoU**”), is made on this 10 day of June, 2022 (the “**Effective Date**”) at Armsdale Building Shimla.

By and between

National Institute of Technology, Hamirpur, hereinafter referred to as the “**Party No 1**” (which expression shall unless repugnant to the subject or context thereof, mean and include the company, its subsidiaries, affiliates, companies/entities under the same management, legal/authorized representatives, assigns and successors-in-interest) **of the First Part.**

And

Indira Gandhi Rashtriya Uran Akademi (IGRUA), an autonomous body functioning under Ministry of Civil Aviation, Government of India, having its registered office at Amethi, Uttar Pradesh represented herein by their authorized signatory **Sh. Krishnendu Gupta**, Director, hereinafter referred to as the “**Party No 2**” (which expression shall unless repugnant to the subject or context thereof, mean and include the company, its subsidiaries, affiliates, companies/entities under the same management, legal/authorized representatives, assigns and successors-in-interest) **of the Second Part.**

The Party No 1 and the Party No 2 are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- A. Party No 1 is one of the thirty-one National Institutes of Technology of the country, which came into existence on 7th August 1986 as Regional Engineering College, as a joint and Cooperative Venture of the Govt. of India and Govt. of Himachal Pradesh. The Institute offers undergraduate and post graduate education in Engineering, Architecture, applied Sciences and Humanities disciplines, fostering the spirit of National Integration. It promotes a close interaction with industry and a strong emphasis on Research; both basic and applied. It was given the status of deemed University wef

26.06.2002. As a result of such conversion of RECs into NITs and promulgation of NIT ACT 2007. NIT Hamirpur is the Institute of National Importance.

- B. Party No 2 is a Drone Training provider duly recognized and authorized by Directorate General of Civil Aviation (DGCA), currently involved in providing DGCA-authorized remote pilot trainings at Kangra, Gurugram and Bangalore.
- C. The Government of Himachal Pradesh has established a Drone Flying Training School at Government Industrial Training Institute, Shahpur, Kangra in collaboration with IGRUA, Party No. 2 for starting DGCA approved remote pilot training courses in the State. The said Drone Flying Training School was inaugurated by the Hon'ble Chief Minister of Himachal Pradesh on 13-03-2022 and is providing training to interested individuals in drone flying.
- D. In the above-mentioned Drone Flying Training School established by IGRUA, it has been agreed that IGRUA shall train 100 students of Government of Himachal Pradesh, over the course of three years, at a discount of 15% in the course fee for the remote pilot licensing course.
- E. The Party No. 1 is desirous of training the students studying in this institute in remote pilot courses as a part of the Choice Based Credit System envisaged under the National Education Policy, 2020 for providing diverse learning opportunities to its students.
- F. Based on its past credentials, Party No 1 intends to engage with Party No 2, as a Training and Development partner, to train its students in Remote Pilot/Drone Flying Pilot Certification course.
- G. Party No 1 shall nominate/sponsor students studying in its institutions for training to IGRUA at its Drone Flying Training School at ITI Shahpur, Kangra or at any other such institute run by IGRUA. The benefit of the reduced prices offered by IGRUA to the Government of Himachal Pradesh students shall be extended to the institutions functioning under the ambit of Party No. 1.

H. Party No. 1 shall make endeavour to include the Remote Pilot/Drone Flying Pilot Certification course offered by Party No. 2 under Choice Based Credit System (CBCS) and provide appropriate academic credits to students/persons successfully completing the course.

I. The initial period of this agreement is three years, extendable on mutual consultation.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements and conditions contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. RPA Training: Approval, Operations

- 1.1 Party No 2 shall provide DGCA authorized and approve Remote Pilot/Drone Flying Pilot Certification course to the students studying under the Party No 1 for ensuring future readiness of their students.
- 1.2 Party No 2 shall be responsible for all approvals and operations of the Training program as per its own approvals from DGCA and will take help of Party No 1 if required.

2. General

- 2.1 **Interpretation:** The Recitals set out herein shall be deemed to operate as agreed circumstances/terms and this Agreement shall have legal effect accordingly. In this Agreement, words importing the singular shall include the plural and vice versa and reference to "including" and "include" shall be construed to mean "including without limitation" and "include without limitation" respectively.

- 2.2 **Cooperation:** The Parties hereby agree to cooperate, execute, and deliver any and all documents reasonably deemed necessary to effectuate the intent and the terms and conditions of this Agreement. Each Party reciprocally agrees to promptly and duly execute and deliver to the other such further documents and assurances and take such further action as may from time to time be reasonably requested in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of the other Party hereunder.
- 2.3 **Entire Agreement, Amendment:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and is signed by the Parties.
- 2.4 **Severance:** In case any provision contained herein shall for any reason be invalid, illegal or unenforceable under applicable law in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remainder of this Agreement, which shall be construed as if such provision had never been contained herein.
- 2.5 **Assignment:** The Parties can assign their rights or delegate their obligations under this Agreement, in whole or in part, with prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors or assigns.
- 2.6 **Execution:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.
- 2.7 **Termination:** This agreement is valid for three years and can only be terminated by either party by giving six months' notice.

2.8 Indemnification: Each Party agrees to indemnify and hold harmless the other Party, and its respective Proprietor, respective Directors, shareholders, affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective Proprietor, respective Directors, shareholders, affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the Termination of this Agreement.

2.9 Dispute Resolution:

2.9.1 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement including any question regarding its existence, validity, interpretation, breach or termination, between the Parties, such Parties shall first attempt to resolve such disputes or claim through mediations and discussions.

2.9.2 In case such dispute or controversy is not resolved between the Parties within 60 days, then such dispute shall be finally settled through arbitration under the Administrative Secretary, Higher Education.

2.9.3 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such tribunal shall be shared equally. Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.

2.10 Governing Law & Jurisdiction

The Agreement shall be governed by, and construed in accordance with, laws of India and Courts situated at Himachal Pradesh shall have exclusive jurisdiction in any dispute arising thereof.

3. Force Majeure

- 3.1 Parties shall not be in breach of and shall not have failed to comply with any of its obligation under this Agreement when failure to perform or delay in performing any obligation is due wholly or part to an event of force majeure ("Force Majeure").
- 3.2 In this Agreement, "Force Majeure" means any event or circumstance or a combination of events and circumstances, which satisfies all the following conditions:
- 3.2.1. If materially and adversely affects the performance of an obligation by a party
 - 3.2.2. It is beyond the control of the affected Party
 - 3.2.3. Such party could not have prevented or reasonably overcome same with the exercise of good industry practice or reasonable skill and care; and
 - 3.2.4. It does not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations.
- 3.3 "Force Majeure" includes the following events and/or circumstances to the extent that they, or their consequences, satisfy the requirements set for in Article 4.2:
- 3.3.1. War (whether declared or undeclared), invasion, armed conflict.
 - 3.3.2. Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage.
 - 3.3.3. Strikes, go-slows or lockouts.
 - 3.3.4. Any effects of natural elements, including lightning, fire, earthquake, unprecedented rains, flood, storm, cyclone within the operational area.
 - 3.3.5. Epidemic, quarantine restriction in ^{Himachal} ~~Uttar~~ Pradesh.

3.3.6. Energy or other public utility shortages exceeding seven (7) successive days.

3.4 The Party claiming to be affected by an event of Force Majeure shall issue a notice calling Force Majeure within 5 days of the initiation of such event. Further the Party claiming to be affected by Force Majeure event takes all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure.

4. Stamp Duty

4.1 Stamp duty on execution of this Agreement shall be borne by Party No. 1.

IN WITNESS WHEREOF, each party hereto caused this Agreement to be executed and delivered by a duly authorized officer on the date set forth above.

<p>Party No 1</p> <p><i>[Signature]</i> 10/6/22</p> <p>अधिष्ठाता (शोध और परामर्श) रा० प्रौ० सं० हमीरपुर (हि.प्र.) Dean (Research & Consultancy) NIT Hamirpur (H.P.) - 177005</p>	<p><i>[Signature]</i> 10/6/2022</p> <p>कृष्णोन्दु गुप्ता / Krishnendu Gupta निदेशक / Director इन्दिरा गांधी राष्ट्रीय उड़ान अकादमी Indira Gandhi Rashtriya Uran Akademi फुरसतगंज एयरफील्ड / Fursatganj Airfield, अमेठी-229302 (उ०प्र०) / Amethi-229302 (U.P.)</p>
--	---

Signature

Witness 1: (Name and Address)

Kumar S Pandey
National Inst of Tech

Hamirpur. H.P.

177005.

CHITAC SHARMA

Signature

Witness 2: (Name and Address)



Dr. J. S. (Joshi) Krishna Rao
Director
National Institute of Technology
Hamirpur, Jammu & Kashmir
India