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MEMORANDUM OF UNDERSTANDING

BETWEEN

Srinivas Institute of Technology (SIT)

Mangalore, INDIA.

AND

Ziegler Aerospace Private Limited

London, United Kingdom.

Hyderabad, INDIA.



This Memorandum of Understanding (herein after referred to as MoU) is made and entered into on this (24) Of (OCTOBER) (2019) between

Srinivas Institute of Technology (SIT), under („Srinivas Group of Institutions“), (Mangalore) herein referred to as Srinivas Institute of Technology (SIT) Located at Srinivas Campus, Off National Highway 48, Valachil, Arkula Proper, Karnataka, India which expression shall where the context so admits or implies include it heirs, executor's successors and permitted assignees.

AND

Ziegler Aerospace Private Limited („Ziegler Aerospace“) located at Level 7, Maximus Towers, Building 2A, Mindspace Complex, HITEC City, Hyderabad, and Telangana, India. Which expression shall where the context so admits or implies include it heirs, executor's successors and permitted assignees.

WITNESSETH

WHEREAS, Srinivas Institute of Technology (SIT) at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Ziegler Aerospace is an ingenious Aerospace company that offering a unique range of Engineering Services to cater the needs of Airlines, MRO's & EASA, FAA and GCAA organisations. Ziegler Aerospace Strength revolves around a knowledgeable, professional and highly experienced team have the capability to produce a full suite (design and plan, produce and install, maintain, repair and certify) of multi-disciplined Minor and Major (STC) aircraft modifications (Cabin interiors, avionics, structures).

1. ALLIANCE OBJECTIVE

This MoU outlines a strategic understanding between Srinivas Institute of Technology (SIT) and Ziegler Aerospace to work together to develop Skilled Professionals in the area of Aeronautical / Aerospace by offering the various Development Programs. The primary aim of this partnership is to aid Ziegler Aerospace in establishing a high quality professional's repository in Aviation Industry. This will help Srinivas Institute of Technology (SIT) Indoctrination and Upbringing their students on Aeronautical / Aerospace technologies and to position them to support Ziegler Aerospace initiative.

As opposed to a one time implementation, this is a strategic initiative and requires the total commitment of both Ziegler Aerospace and Srinivas Institute of Technology (SIT). The Ziegler Aerospace initiative would allow Srinivas Institute of Technology (SIT), one of the foremost institutions in Mangalore in the field of Aeronautical Education, and imparts training, among others in Aeronautical and Aerospace technology institutes, to design world-class curriculum capable of delivering high caliber Aviation Professionals required in the fast changing Aviation marketplace.

2. DEFINITIONS AS USED IN THIS MoU:

“**MoU**” means this instrument executed by Ziegler Aerospace and Srinivas Institute of Technology (SIT), and subsequent amendments issued to the MoU by mutual consent as provided herein.

“**Development Programs**” means, Aviation / Aircraft related Trainings and Professional Development Programs, Workshops, Seminars, Internships offered by Ziegler Aerospace that is the subject of this MoU.

“**Curriculum**” means the Ziegler Aerospace Course that is integrated with the Srinivas Institute of Technology (SIT) Main Course, elective or Projects.

The scope of the MoU, the roles and responsibilities of the both parties of the MoU are given below:

3. BENEFITS TO SRINIVAS INSTITUTE OF TECHNOLOGY (SIT)

- 3.1 Opportunity to emerge as one of the competent entities in the academic circles in the area of Aeronautical / Aerospace Engineering.
- 3.2 Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring Aeronautical Degree, and skills development in latest Aviation technology and software.
- 3.3 Opportunity to utilise the Ziegler Aerospace Development Programs to train Srinivas Institute of Technology (SIT) students.
- 3.4 Opportunity for the faculty and students of Srinivas Institute of Technology (SIT), to design world class curriculum capable of delivering the caliber of Aviation Professionals required at present and also for the future.
- 3.5 Opportunity for students to avail Ziegler Aerospace Certification and industry work experience, which is valid across the global Aviation Industry.

4. BENEFITS TO ZIEGLER AEROSPACE

- 4.1 Creation of a resource pool of Ziegler Aerospace Aviation professionals to boost the existing skill level in the Aviation Industry.
- 4.2 Inclusion of Ziegler Aerospace Development Programs and Training Modules in the course curriculum of Srinivas Institute of Technology (SIT).
- 4.3 Availability of skilled students from the Program for projects which would benefit Ziegler Aerospace & Ziegler Aerospace Customers as well as the Business Partners of Ziegler Aerospace.

5. RELATIONSHIP BETWEEN THE PARTIES

- 5.1 Neither Srinivas Institute of Technology (SIT) nor Ziegler Aerospace is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.
- 5.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

6. AREAS OF COLLABORATION

6.1 ZIEGLER AEROSPACE (ZA)

- 6.2.1 Development Programs as mentioned made available to students of the Srinivas Institute of Technology (SIT).
- 6.2.2 Curriculum design as agreed with Ziegler Aerospace and Srinivas Institute of Technology.
- 6.2.3 Organization of joint conferences and seminars, etc...
- 6.2.4 Guidance of student projects / thesis in Aviation / Aircraft related and other areas of interest at SIT by Ziegler Aerospace on mutually agreeable terms.
- 6.2.5 Ziegler Aerospace would accommodate B.E. students who have completed the 6th semester of their programme in such a number that Ziegler Aerospace deems convenient to it for the purpose of imparting industrial training.
- 6.2.6 Ziegler Aerospace may depute its personnel as visiting faculty at SIT to teach any of the regular Course or specialized topics.
- 6.2.7 Ziegler Aerospace Would allow the industrial visits, workshops, of students for half/full day to provide them with an exposure to various equipment, instrument, procedures, etc.

6.2 SRINIVAS INSTITUTE OF TECHNOLOGY (SIT)

- 6.2.8 Srinivas Institute of Technology (SIT) would provide free of cost setting up, operating & maintaining the infrastructure required for Ziegler Aerospace.
- 6.2.9 Srinivas Institute of Technology (SIT) Would Promote of the Ziegler Aerospace Programs among the students; the costs for the same to be borne by the student.
- 6.2.10 Srinivas Institute of Technology (SIT) Would Making available faculty, as per mutual convenience, for conducting Programs at Srinivas Institute of Technology premises.
- 6.2.11 Srinivas Institute of Technology (SIT) Would Supporting Ziegler Aerospace in conducting fests, competitions, seminars and workshops for students in the college.
- 6.2.12 Srinivas Institute of Technology (SIT) Would Maintenance of trained faculty members for training on Ziegler Aerospace Development Programs.
- 6.2.13 Ziegler Aerospace May showcase its business activities at the seminar / workshop / conference, Etc. at SIT.
- 6.2.14 Srinivas Institute of Technology (SIT) Shall Provide gratuitous access to the library, Internet, computational facilities to members of Ziegler Aerospace and students who enrolled with Ziegler Aerospace Development programs.
- 6.2.15 Srinivas Institute of Technology (SIT) students would encouraged to take up the project such that Ziegler Aerospace desirably benefits from its outcomes.

7. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of Srinivas Institute of Technology (SIT) and two members nominated by Ziegler Aerospace will do the planning and monitoring of the Implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the progress of Skilled Professionals development, implementation of Curriculum, infrastructure and faculty availability.

8. INTELLECTUAL PROPERTY

- 8.1 Title to the intellectual property rights of the Development Programs furnished by Ziegler Aerospace will at all times remain proprietary to Ziegler Aerospace, which however, hereby grants to Srinivas Institute of Technology (SIT) , non-exclusive, royalty-free license to use the same for students enrolled with Ziegler Aerospace Development Programs.
- 8.2 The Development Programs being provided to Srinivas Institute of Technology (SIT) through this MoU shall be governed by the applicable license agreements of the respective softwares. Srinivas Institute of Technology (SIT), unconditionally agrees to comply with such terms and conditions.

9. CONFIDENTIALITY

- 9.1 During the tenure of the MoU both Srinivas Institute of Technology (SIT) and Ziegler Aerospace will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.
- 9.2 Both Srinivas Institute of Technology (SIT) and Ziegler Aerospace shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.
- 9.3 Further both Srinivas Institute of Technology (SIT) and Ziegler Aerospace shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use and Srinivas Institute of Technology (SIT) unconditionally agrees to sign and comply with Ziegler Aerospace NDA.

10. LIMITATION OF LIABILITY

Under no circumstances is Ziegler Aerospace liable for Srinivas Institute of Technology (SIT) loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if Ziegler Aerospace is informed of its possibility.

11. AMENDMENTS

Any amendment and / or addendum to the MoU shall be in writing and signed by the Ziegler Aerospace and Srinivas Institute of Technology (SIT) hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addendum.

12. ARBITRATION & JURISDICTION

- 12.1 Both the Srinivas Institute of Technology (SIT) and Ziegler Aerospace agrees that provisions content in this MoU do not create any legal obligation between the parties.
- 12.2 In the event of any misunderstanding and differences between the parties hereto, such misunderstanding / difference shall be resolved amicably by mutual discussions.
- 12.3 Both the parties agree that the dispute not settled amicably shall be submitted exclusively to an arbiter appointed on mutual agreement. The resulting award by the arbitrator shall be final and binding both the parties.

13. ENTRY INTO FORCE AND TERM

- 13.1 This MoU shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Hyderabad and Mangalore.
- 13.2 MoU comes into effect on the date of signing by both the parties, the validity of this MoU shall be for Two Years with renewal for a similar period based on review, necessary modifications and mutual consensus.
- 13.3 Either party may terminate this MoU if either of the parties is frustrated by reasons beyond it's control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 8 ("Intellectual Property Rights"), 9 (Confidentiality), 10(„Limitation of Liability") will survive any such termination.
- 13.4 Each Party shall have the right to withdraw from the MoU on 'Six Months' notice in writing. Such a termination will, however, not affect activities already approved jointly or under progress under the terms of this memorandum.

14. GENERAL

- 14.1 Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
- 14.2 It is understood that during the course of this MoU it may be necessary for either party to disclose confidential / proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement or Non-disclosure agreement (NDA).
- 14.3 All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
- 14.4 There shall be no liability on the part of any party to the other arising from the termination of this MoU.

- 14.5 This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.
- 14.6 The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.
- 14.7 Neither party may not use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
- 14.8 The Ziegler Aerospace programs offered under the said MoU are for the specific purpose set forth in the MoU, namely for training the bonafide students of the Srinivas Institute of Technology (SIT) on Ziegler Aerospace programs, and not for any other purposes.
- 14.9 Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.
- 14.10 Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.
- 14.11 Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
- 14.12 The laws of the Republic of India shall govern this MoU.
- 14.13 This MoU supersedes all proposals or other prior representations or communications, either oral or written.

14.14 All communication between the parties such as notices, requests, reports, documents and other information and communications relating to this MoU shall be in writing in the English Language.

15. SUMMARY

- 15.1 Ziegler Aerospace recognizes the significance of the Srinivas Institute of Technology (SIT) initiative to be the leader in the field of Aeronautical related academia in the country. Ziegler Aerospace proposes to make available the appropriate Development Programs and expertise to develop Srinivas Institute of Technology (SIT) position as a leading institute in the Mangalore providing high quality Aviation skilled Professional and Experiences to aviation industry.
- 15.2 Srinivas Institute of Technology (SIT) recognizes the significance of the Ziegler Aerospace initiative to be the leader in the field of Aviation / Aeronautical related industry in the world. Srinivas Institute of Technology (SIT) proposes to make available, setting up, operating & maintaining the infrastructure required for Ziegler Aerospace Programs and expertise to develop Ziegler Aerospace position as a leading Aerospace company in the world contributing high quality Aviation skilled Professional and Experiences to aviation industry.
- 15.3 This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

APPENDIX

16. INFRASTRUCUTRE (“Clause 6.2.8”)

Requirement (Compulsory)	Description
Drinking Water	
First Aid Kit	1 QTY
Fire Extinguisher	1 QTY
CCTV	Wired / Wireless 1.3 Mega Pixel CCTV Camera(s) with recording of minimum 3 months on DVR/NVR/Computer Camera(s) should cover the whole area which is providing for Ziegler Aerospace
Biometric Access Device	To Access the Area which is providing for Ziegler Aerospace
Desktops (As required) (MINIMUM CLIENT CONFIGURATION)	Intel Core i5 Processor with 8GB RAM 160 GB Hard Disk Integrated Graphics 14 inch and above Screen / LCD Monitor resolution of 1600 x 900 or better Multimedia Keyboard / Wireless Mouse Headphone with Mic Ethernet Port (10/100/1000 Mbps) 4CELL STANDARD BATTERY (in case of Laptop) OS: Windows 7 or above Office 2013 Standard Edition or higher Antivirus with antispyware
scanner and printer	Multifunction Printer (All in one, Print / Scan / Copy) --- 1 QTY
LCD/ Digital Projector -	1 QTY
Chair and table for candidates	As Required
Writing board	1 QTY
Electrical Power Back up for the room	Power Backup to be ensured such that the Room gets uninterrupted power supply to run the equipment smoothly.
Internet connection	Internet Connection (Broadband at least 100 mbps)

17. CO-ORDINATION COMMITTEE ("Clause 7")



17.1 SRINIVAS INSTITUTE OF TECHNOLOGY (SIT)

NAME	TITLE / ROLE	ORGANISATION
Dr. Ramakrishna N Hegde	Committee In-charge	Srinivas Institute of Technology (SIT)
Dr Gangadhar Rao	Committee Member	Srinivas Institute of Technology (SIT)
Prof. Avinash H.S	Committee Member	Srinivas Institute of Technology (SIT)

1. Dr. Ramakrishna N Hegde 
2. Dr Gangadhar Rao 
3. Prof. Avinash H.S 

17.2 ZIEGLER AEROSPACE (ZA)

NAME	TITLE / ROLE	ORGANISATION
Ms. Jennifer Smith	Committee In-charge	Ziegler Aerospace (ZA)
Mr. Deepak Inde	Committee Member	Ziegler Aerospace (ZA)
Mr. NSK Prashanth	Committee Member	Ziegler Aerospace (ZA)

1. Ms. Jennifer Smith
2. Mr. Deepak Inde  24/10/2019
3. Mr. NSK Prashanth  24/10/19

18. SIGNATURE OF THE MEMORANDUM OF UNDERSTANDING (MOU)

18.1 This Memorandum of understanding (MoU) is entered into at Mangalore (Karnataka) on this
(24) Of (OCTOBER) (2019).

18.2 This MoU has been executed in two originals. One of these has been retained by the
Ziegler Aerospace and the other by Srinivas Institute of Technology (SIT).

For and on Behalf of the Ziegler Aerospace,

For and on behalf of Srinivas Institute of Technology

Name: NARESH S SOLIPUR.

Name: 

Title: CEO / FOUNDER.

Title: 24/10/19
Dr. A. Srinivas Rao
Vice President

DATE: 24-10-2019

DATE:




Signature with Seal




Signature with Seal

Witness:

1. 
2. 

Witness:

1. 
2. 