MEMORANDUM OF UNDERSTANDING

BETWEEN

Dr. Babasaheb Ambedkar Open University
Ahmedabad, Gujarat

and

Indian Institute of Aviation,
Ahmedabad, Gujarat

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY, AHMEDABAD, GUJARAT

AND

Indian Institute of Aviation, Ahmedabad, Gujarat

In order to promote cooperation and the advancement of academic and educational exchanges between the Dr. Babasaheb Ambedkar Open University (BAOU), Ahmedabad and Indian Institute of Aviation, Ahmedabad, Gujarat the two institutions agree as follows:

- Co-operation on offering specific academic programmes from the University Headquarters,
- Joint academic activities of Content Writing, Reviewing and Publication of Self Learning Material (SLM),
- Joint academic activities of Designing, Developing Massive Open Online Course (MOOC) for specific programmes,
- Exchange of academic materials, self-learning materials and other information
- Student training and development,
- Sharing the best practices of Student Support Services, ICT Services and other fields both the institutions agree upon

These areas are only indicative and any other activities viewed to be potentially beneficial to both the institutions may be included.

SCOPE

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time,

execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions.

DURATION

This Agreement becomes effective on the date of signature. It is valid for Three *(03)* years with the understanding that either party may terminate the Agreement with Three (03) months' notice in writing, unless an earlier termination is mutually agreed upon. Revisions or modifications may be proposed at any time, effective from the date of written agreement signed by both institutions.

CO-ORDINATION AND LIAISON OFFICER

The terms of cooperation for each specific activity implemented under this Agreement of Cooperation shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such agreements entered into, as outlined above, will form appendices to this Agreement of Cooperation. Each institution shall designate a liaison officer to develop and coordinate the specific activities agreed upon.

FINANCE

Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and like which is co-designed/organized by both of the parties The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

ASSIGNMENT

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

AMENDMENTS

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

Dr. Babasaheb Ambedkar Open University Ahmedabad

INDIAN INSTITUTE OF AVIATION

NON-EXCLUSIVE DISCUSSIONS

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the areas of collaboration with other parties in India.

CONFIDENTIALITY AND PUBLIC ANNOUNCEMENT:

Confidential Information means the confidential proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.

Neither Party nor any of the affiliates shall make any public announcement about the MOU and/or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as outlined in the scope of this MOU.

LICENSE AND INTELLECTUAL PROPERTY RIGHTS

No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise Both Parties understand and acknowledge that grant of any such license shall always he express and in writing

Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

CONFLICT OF INTEREST

Neither of the parties believes that the Collaboration contemplated by this MOU rose any actual er potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into it connection herewith) are independent of any past, present or potential future

Dr. Babasaheb Ambedkar Open University Ahmedabad

INDIAN INSTITUTE OF AVIATION

arrangements and are not connected to an existing business relationship between either of the parties

ARTICLE & DISPUTE SETTLEMENT

Governing Law and Jurisdiction: This MOU shall be governed by and construed in accordance with the laws of Republic of India. All disputes arising out of or related to this MOU, including without limitation matters connected with its performance, will be governed by, and construed and interpreted under the laws of Republic of India, without reference to conflict of laws principles.

All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996 as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Indian Language and the seat of arbitration will be Ahmedabad.

Registrar (I/c.)

Dr. Babasaheb Ambedkar

Open University,

Ahmedabad, Gujarat

Date: 13/6/2022

Director

Indian Institute of

Aviation,

Ahmedabad, Gujarat

Date: 13/6/2022