



उत्तर प्रदेश UTTAR PRADESH

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIAN INSTITUTE OF DRONES
AND
ENGINEERING COUNCIL OF INDIA**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into at Noida on the 06th day of March, 2018.

BETWEEN

INDIAN INSTITUTE OF DRONES (hereinafter referred to as "IID" which expression shall, unless the context otherwise requires, include its successors and

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INDIAN INSTITUTE OF DRONES

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permitted assigns), a non profit organisation and having its registered office at "BS 87, Sector 70, Noida, Uttar Pradesh 201301, India", represented by its Founder & Executive Director, Lt Cdr John Livingstone, who is duly authorised to sign and execute this Memorandum of Understanding (MoU) on behalf of IID, the party of the **First Part.**

AND

ENGINEERING COUNCIL OF INDIA, (herein referred to as "ECI" which expression shall, unless the context otherwise requires, include its successors and permitted assigns), a Not-for-Profit Society and registered under the Societies Registration Act, 1860 having its registered office at 1304, Hemkunt Chambers, 89, Nehru Place, New Delhi 110019, India", represented by Mr B.R. Jain, Director, who is duly authorised to sign and execute this MoU on behalf of ECI. These shall include the successors, assigns and also the Member Associations of ECI which would be, hereinafter called the Party of the Second Part.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follow:

1. SCOPE OF THE MOU

This MOU represents an undertaking by each party to make reasonable efforts to reach agreement on all points and to write these agreements into formal documents acceptable to each party in its discretion and to obtain the necessary internal approvals for execution of such agreements, which may include training, consultancy projects, co-operative/collaborative projects for providing drone related services, production and training in India. Each task/project will be separately identified and detail of cost/time/deliverables and responsibilities of each party will be worked out for approval by the competent authority.

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A. **WORK:** IID'S training division Indian Institute of Drones (Hereinafter referred at IID) will be partnering with ECI for carrying out Drone training in India in the Multirotor and Fixed Wing Drone Flying Training Programmes.

(i) IID shall conduct training operations, training demonstrations, training activities related to Drone Multirotor and FixedWing Pilot and Maintenance training inIndia.

(ii) Scope of changes in training programs and anything that would enhance the training and development of students' skills shall be revised on a mutual consent with prior notice to each party.

(iii) ECI will work through its member associations primarily CIDC & ICC and others

B. **PARTNERSHIPPERIOD:** IID agrees to partner with ECI and deliver the drone training instructional services till 05 Mar 2019. This MoU will be revised on 06 Mar 2019 based on mutual consent.

C. FINANCIAL TERMS:

- i) Fee distribution and cost sharing for all initiatives shall be elaborated in a subsequent MOU which shall from an integral part of this MOU.
- ii) This MOU entails no financial liability on any of the parties at this stage. Both shall be delivering their duties and responsibilities without any financial implication to each other, in India.

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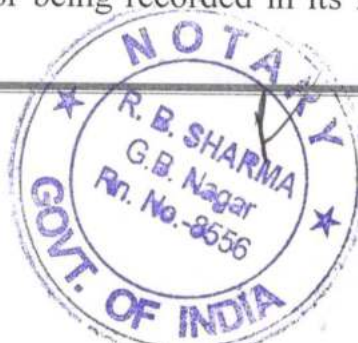
2. CONFIDENTIALITY

It is anticipated that it may be necessary for parties to disclose certain confidential and proprietary information in written, oral and visual, and the receiving party may otherwise come into control or possession of certain information. The Receiving Party shall maintain the Disclosing Party's confidential information in confidence and shall exercise in relation thereto no lesser security.

For the purpose of the clause, the term 'Confidential Information' shall mean and include any information disclosed by Disclosing Party to the Receiving Party, either directly or indirectly, either orally or in writing, by inspection of tangible objects (documents, prototypes, product designs, service model designs, ideas originated inside IID, samples, documentation, IID course curriculums, training modules, IID PPT presentations, discs and code). Confidential Information shall include, business leads, contract information, intellectual property rights, know-how, processes, algorithms, ideas, strategies, inventions, network configurations, hardware, software and the contents thereof, proprietary information, business and marketing plans, financial and operational information, information about employees/Members (either present, past or prospective) of Disclosing Party all non-public information, material relating to the current and /or future business and operations of the parties and analysis based on information disclosed by disclosing party and any other information considered as Confidential Information by the part(ies). The term Confidential Information shall also include any derivatives made out of any Confidential Information of Part(ies) and also any information gathered by the use of inspection of the Confidential Information of Part(ies).

Confidential Information shall not include information which-

- (i) Is in or comes into the public domain or generally available to the public in any way without breach of this MOU by the receiving party: or
- (ii) the receiving Party can show that such information or data was in its or its Representatives possession or within its knowledge or its Representatives knowledge by being in its use or being recorded in its files or computers or



other recording media prior to receipt from the Disclosing Party and was not previously acquired by the receiving party from the Disclosing Party under an obligation of confidence; or

- (iii) the receiving party obtains from a source other than the disclosing Party without breach by the receiving Party or to the best knowledge of the Receiving Party, such source or any obligation of confidentiality or non –use towards the disclosing Party; or
- (iv) is disclosed by the Receiving Party (a) with the prior written approval of the Disclosing Party, or (b) without such approval, after a period of 3(three) years from the date of expiry of the validity of MOU.

3. INTELLECTUAL PROPERTY RIGHTS:

- a) No rights in industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyright, trademark and copyright) existing on the signature of this MOU and owned by the Parties on their part are hereby granted by the owning Party to the other Party, nor shall any such rights be deemed to be granted except specified in particular Agreement.
- b) Intellectual property rights of any nature originated, conceptualised and concluded at IID are reserved.

4. NO LIABILITY OR AUTHORITY:

- a) ECI or any of its affiliate organisations does not have any rights or intellectual property rights over the Modules of IID.
- b) No liability in contract or tort for intellectual properties of ECI arises as long as it is in contract with IID for all types of drone related activities

5. REPRESENTATIONS AND WARRANTIES:



The Parties of MOU represents and warrants that-

- a) It is validly formed according to the law of India.
- b) It has full power and authority to enter into this MOU and it has obtained all the sanctions that may be required under the laws applicable to it.

6. ASSIGNMENT

The proposed arrangement will be non-transferable and cannot be assigned to anyone other than IID and ECI.

7. TERM AND TERMINATION:

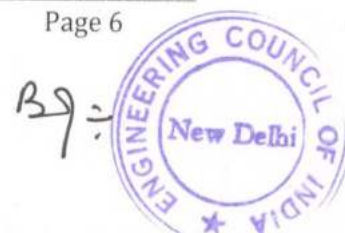
- a) This MOU may be terminated at any time by either party with 1 (one) month's notice to the other in writing.
- b) Not with standing any termination or expiration of this MOU, the rights and obligations under clauses "Confidently" Intellectual Property Rights, and Representations shall survive and continue and shall bind the parties and their legal representatives, successors and assigns.

NOTICES:

All notices are to be served in the manner permissible under the law at the addresses recorded first herein above either by e-mail, fax, letter etc.

8. SEVERABILITY AND FORCE MAJEURE:

If any term, provision, covenant or condition of the agreement is held invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect as if the agreement had been executed with the invalid portion eliminated so long as the agreement continues to express, without material change, the original intentions of the parties.



Except for the obligation to pay money properly due and owing as under the provisions of this Agreement, neither party shall be liable for any delay nor failure in performance due to causes beyond a human ability. Nevertheless both parties have to finish their committed duties before deadlines unless and until there is a situation beyond the control of humans.

9. DISPUTE RESOLUTION:

All disputes, differences or questions arising out of this MOU including the interpretation of the terms herein or in regard to the obligations, failure or breach of any term thereof by any of the parties under this MOU or of any matter whatsoever arising under this MOU which have not been mutually settled shall be referred to arbitration under the provisions of the arbitration and Conciliation Act, 1996. The provisions of this clause shall survive the termination of this MOU. Arbitration shall be under Institutional Arbitration Mechanism and Construction Industry Arbitration Council (CIAC) shall be the agency for it.

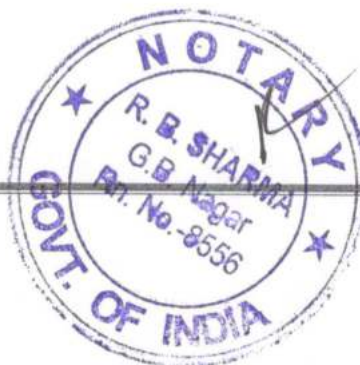
10. CONSTRUCTION

The entire understanding between IID and ECI with respect to subject matter herein is contained in this Memorandum and any other representation made prior to or during the operation of this Memorandum is expressly excluded.

11. ALTERATION

Any alteration, modification or addition to this MOU or waiver of any of the terms hereof shall be valid if made by mutual consent of both the parties.


Authorised Signatory



12.TEXT


This memorandum is written in English with two copies – one for each party.
Both copies have the same effect.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

AGREED TO AND ACCEPTED:

ENGINEERING COUNCIL OF INDIA INDIAN INSTITUTE OF DRONES

Signed: B. J. 
By: _____
Title: _____

Signed: [Signature] 
By: _____
Title: _____
Authorised Signatory

WITNESS 1 : (M. Jyoti Rani)
M. Jyoti Rani
AGM, PROJECTS, ECI
812, HEHARUNI CHAMBERS, 89, NEHRU PLACE, NEW DELHI - 110019

WITNESS 2 :



ATTESTED
[Signature]
RAMBIR SHARMA
Advocate (Notary)
Gautam Budh Nagar
6 MAR 2018