




தமிழ்நாடு தமில்நாடு TAMILNADU

22 FEB 2024

DL 200803

CASR ANNA UNIVERSITY

  
B. MOHAMED MYDEEN (S.V.)  
L. No. B1/12144/96  
Chromepet, Chennai-44.

### TRAINING AGREEMENT

This Training Agreement is entered into at Chennai on this the 26<sup>th</sup> day of Feb' 2024

#### BY AND BETWEEN

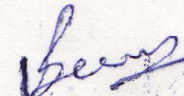
ANNA UNIVERSITY, CHENNAI an entity brought into existence by an Act of the Legislature of Tamil Nadu, having its office and campus at Sardar Patel Road, Chennai - 600025, represented by the Registrar, Anna University and its relevant department being Centre for Aerospace Research ("CASR"), MIT Campus, Anna University, Chennai, which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE FIRST PART/CASR-ANNA UNIVERSITY**

#### AND

THE DIRECTOR, INDIAN INSTITUTE OF INFORMATION TECHNOLOGY SENAPATI, MANIPUR (an Institute of National Importance by Act of Parliament, Government of India), Mantripukhri, Imphal, India - 795002, which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE SECOND PART/IIITSM.**



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Whereas the terms Party of the First Part/Anna University/CASR and Party of the Second Part/ Indian Institute of Information Technology Senapati, Manipur (IIITSM) shall individually referred to as 'Party' and collectively referred to as 'Parties'.

Whereas Party of the First Part/Anna University/CASR and Party of the Second Part/ Indian Institute of Information Technology Senapati, Manipur (IIITSM), shall wherever the context so permit, mean and include their respective representatives, administrators/assigns and successors-in-interest.

Whereas, the Party of the First Part/CASR is a government institution and a Directorate General of Civil Aviation ("DGCA") approved Remote Pilot Training Organisation ("RPTO") for providing training for Drone pilot program.

Whereas the Party of the Second Part/ Indian Institute of Information Technology Senapati, Manipur (IIITSM) is an institute of national importance established by an act of parliament in 2015 under the Ministry of Education, Government of India.

Whereas, Indian Institute of Information Technology Senapati, Manipur (IIITSM) is to develop technology and manpower for Information Technology (IT) related industries and make Manipur as a preferred destination for providing IT related services and gateway to South- East Asia.

Whereas with an aim to impart the Drone pilot training which will upskill the candidates and set up RPTO, they have decided to enter into the instant Training Agreement on the terms and conditions enlisted here under:-

**NOW THIS DEED OF MEMORANDUM OF AGREEMENT FOR TRAINING WITNESSETH AS FOLLOWS:**

**1. SCOPE**

- 1.1. Indian Institute of Information Technology Senapati, Manipur (IIITSM) is intending to train Students/Candidates on flying drone and provide Drone pilot license. Such initiative is aimed to increase the Drone pilot talent pool and make them industry ready.
- 1.2. For the purpose of providing License Drone pilot training, Indian Institute of Information Technology Senapati, Manipur (IIITSM) has earmarked infrastructure and other required facilities in their IIITSM premise.
- 1.3. CASR-Anna University has agreed to set up required RPTO centres in mutual acceptance of Indian Institute of Information Technology Senapati, Manipur (IIITSM) in their IIITSM institution. Capex investment for such RPTO will be managed by CASR through their strategic partner M/s.Dhaksha Unmanned Systems Pvt Ltd.
- 1.4. CASR-Anna University will manage the Operations of RPTOs by themselves and with their strategic partner/outsourcing partner.
- 1.5. Indian Institute of Information Technology Senapati, Manipur (IIITSM) will provide necessary infrastructure, class rooms with facilities, electricity and other facilities on "free of cost basis".



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## 2. TENURE OF TRAINING AGREEMENT

- 2.1. The instant Training Agreement shall be valid for a period of 5 years
- 2.2. The Training Agreement shall also be renewed as may be necessary upon a mutual consensus between parties upon it being recorded in writing.

## 3. CONSIDERATION PAYABLE TO THE PARTY OF THE FIRST PART/CASR FOR CONDUCTION OF PROGRAMME

- 3.1. CASR-Anna University will provide a Special rate for Drone pilot training fees under this agreement. The Special rates are as given below:

Category of Drone	Special Rate /Candidate (Exclusive of GST)
SMALL Category License	Rs.30,000/-
SMALL + MEDIUM Category License	Rs.45,000/-

- 3.2. Above fees are applicable for a period of five years. This fee can be reviewed after every two years, from the date of agreement, by mutual agreement between the parties.
- 3.3. CASR will start with SMALL category training initially. MEDIUM category will be started at a later period once the necessary resources are created with due approvals from DGCA. Till the time MEDIUM category training is started, candidates can be trained in CASR's Chennai RPTO location at the Special rate.
- 3.4. Applicable taxes including GST shall be levied and collected from the candidates apart from the said principal sum mentioned in above table

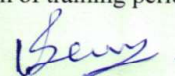
## 4. CONSIDERATION PAYABLE TO THE PARTY OF THE SECOND PART/LITSM TOWARDS FACILITATION PROVIDED

- 4.1. A facilitation fee of 10% of Fee collected from the candidates will be paid to SECOND PART/IITSM by the strategic partner of CASR-Anna University.
- 4.2. CASR-Anna University's strategic partner will pay the facilitation fee(10% of Candidate fee) on a monthly basis.

## 5. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTY OF THE FIRST PART/CAR/ANNA UNIVERSITY

- 5.1. Set up RPTO in compliance with DGCA rules along with necessary Drones, Simulators, Computers and training contents. Investment for such purpose will be managed through their strategic partner.
- 5.2. Train the candidates / beneficiaries recommended by Indian Institute of Information Technology Senapati, Manipur (IITSM) as per the prescribed norms of DGCA.
- 5.3. Deploy required manpower in RPTO as per DGCA guidelines.
- 5.4. Provide Pilot training as per DGCA norms and extend support to the candidates in obtaining license.
- 5.5. Submit invoice with applicable GST for trained candidates upon completion of training period.

  
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## **6. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTY OF THE SECOND PART/**

### **Indian Institute of Information Technology Senapati, Manipur (IIITSM)**

- 6.1. Provide necessary / exclusive classrooms, other rooms and flying training field as per the guideline.
- 6.2. Provide basic class facilities like furniture, AC, fans, LCD projectors etc.
- 6.3. Provide a minimum of 60 candidates / RPTO / month for the viability of each RPTO investment.
- 6.4. Release 100% payment towards candidates fee before commencement of training.

## **7. SOURCE OF FUNDING**

- 7.1. Infrastructural facilities like building, Classrooms, Furniture, Computers & Peripherals, Electricity, Water, Internet Facility etc. will be provided and maintained by Indian Institute of Information Technology Senapati, Manipur (IIITSM).
- 7.2. Applicable fee for trainees will be collected and provided to CASR-Anna University by Indian Institute of Information Technology Senapati, Manipur (IIITSM).
- 7.3. Drones, accessories and other training materials shall be provided by CASR-Anna University.

## **8. CONFIDENTIALITY**

- 8.1. A Party of in receipt of the confidential information from the other party must not use or disclose the other party's confidential information without that other party's prior written consent other than:
- 8.2. For the purposes of carrying out this MoU, provided any disclosure is only to such of the receiving party's personnel or to its related company and its personnel who need to know and who are made subject to the confidentiality requirements of this MoU; or
- 8.3. as required by law.

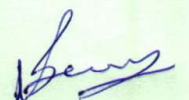
## **9. LIABILITY AND INDEMNITY**

- 9.1 Each Party shall be solely responsible and liable for the actions and omissions of its employees, agents and assigns.
- 9.2 No party shall be liable to indemnify the loss caused to the other party, if the loss caused is as a result of their own actions.
- 9.3 If however, the loss caused to a particular party has arisen as a result of the other party's actions, then the party which caused the loss shall be liable to indemnify the loss of the non-faulting party.

## **10. VARIATION**

- 10.1. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement.

  
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## 11. FORCE MAJEURE

11.1. Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lockouts, epidemics, pandemics or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.

11.2. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

## 12. SEVERABILITY

12.1. If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

## 13. ENTIRE AGREEMENT

13.1. Save as provided herein, this Agreement embodies all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this Agreement and supersedes and cancels any previous agreements, representations, warranties, discussions, understandings and/or undertakings amongst the Parties, written or oral or otherwise with respect to such subject matter.

13.2. This Agreement shall not be construed to be an arrangement between the parties in the nature of a Partnership, Association of Persons, Joint Venture Agreement or any contract of a commercial nature.

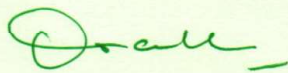
13.3. The specific terms of this MOA do not preclude or prevent the development of future collaborative ventures or projects not mentioned in this document.

## 14. ASSIGNMENT

14.1. The rights and obligations under this Agreement shall not be assigned or transferred in whole or in part by any Party without the written consent of the other Parties.

## 15. TERMINATION

15.1 This agreement may be terminated by either party by giving written notice to the other party of not less than 60 days in this behalf without assigning any reason whatsoever.



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**16.DISPUTE RESOLUTION**

16.1 All disputes arising out of in connection with this Memorandum of Understanding shall be finally decided by Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as has been amended from time to time.

*(Sole Arbitrator, Seat: Chennai, Language: English, Costs to be shared between the Parties equally, Applicable Substantive Law: Laws of the Republic of India)*

IN WITNESS WHEREOF this Agreement has been entered into on the date above, and executed on behalf of the parties as follows:

Signed for and on behalf of  
Name: Dr.J.Prakash ,  
The Registrar,  
Anna University, Chennai

**REGISTRAR  
ANNA UNIVERSITY  
CHENNAI-600 025.**

**Prof. Krishnan Baskar**  
Director  
Signed for and on behalf of  
Indian Institute of Information Technology Senapati,  
Imphal, Manipur - 795002  
IIITSM

Name: Prof. Baskar Krishnan  
Director  
Indian Institute of Information  
Technology Senapati, Manipur  
(IIITSM)

Witness

1.)

**DIRECTOR,  
CSRC  
ANNA UNIVERSITY,  
CHENNAI - 600 025.**

2.)

(Dr. K. J. Prakash)

Witness

1.)

**K. RAMAKRISHNAN  
CEO - DHAKSA**

2.)

**K R Srikanth  
Wg cdr (Retd)  
COO CASR RPTD**