

National Institute of Aviation
Management and Research Society
(NIAMAR)

Registration No. S/RS/SW/0043/2010

Memorandum
of
Understanding
(MoU)



**CERTIFICATE OF REGISTRATION
UNDER SOCIETIES REGISTRATION ACT XXI OF 1860**

Registration No. S/RS/SW/ 0043 /2010

I hereby certify that NATIONAL INSTITUTE OF AVIATION MANAGEMENT
AND RESEARCH SOCIETY (NIAMAR)

Located at NATIONAL INSTITUTE OF AVIATION MANAGEMENT AND
RESEARCH SOCIETY, GURGAON ROAD, NEW DELHI - 110 037


has been registered² under

SOCIETIES REGISTRATION ACT OF 1860.

Given under my hand at Delhi on this 22nd day of July 2010.

Fee of Rs. 50/- Paid.




(VIVEK KUMAR TRIPATHI)
REGISTRAR OF SOCIETIES
DISTRICT SOUTH WEST
GOVT. OF NCT OF DELHI
DELHI

Registrar of Societies
Delhi

* This documents certifies registration under the society Registration Act, 1860. However, any Govt. department or any other association/Person may kindly make necessary verification (On their own) of the society.

Memorandum of Understanding

1. This Memorandum of Understanding (MoU) is signed amongst;

Airports Authority of India (hereinafter referred as AAI); having its Corporate Office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 110003;

Directorate General of Civil Aviation (hereinafter referred as DGCA), having its headquarters at Aurbindo Marg, Opp. Safdarjung Airport, New Delhi - 110005; and

Bureau of Civil Aviation Security (hereinafter referred as BCAS), having its headquarters at 'A' Wing, I, II & III Floor, Janpath Bhawan, Janpath, New Delhi - 110001,

on this 8th day of April, 2010, for setting up "Indian Aviation Academy (hereinafter referred as IAA)", in continuation to the decision of AAI Board in its 136th Meeting held on 12th February 2010, wherein it has approved in principle the Memorandum of Association, Articles of Association to register National Institute of Aviation Management & Research (hereinafter referred as NIAMAR), a Training Institute of the AAI as a Society, an autonomous body, under the Societies Registration Act, 1860, at the land and infrastructure presently located in the merged campus of NIAMAR as well as the adjacent land / infrastructure paraphernalia belonging to the Fire Training Centre (hereinafter referred as FTC - proposed to be relocated), to further the cause of Aviation training, Education and Research by bringing synergy in the training and related activities through exchange of faculty, flow of information for improvement in the curriculum and optimal utilization of the available resources and further authorized AAI to enter into an MoU between AAI, DGCA and BCAS for setting-up IAA under the aegis of the proposed Society. Any new campus of IAA will also be developed jointly in future.

2. It is hereby conveyed / agreed through this document that the entities mentioned hereunder will act as follows:-

2.1. Airports Authority of India:

2.1.1. AAI will convert its training establishment NIAMAR into a Society, under the Societies Registration Act, 1860, for setting up IAA, under the aegis of NIAMAR Society.

2.1.2. AAI proposes to shift the training activities of FTC on the land and infrastructure adjacent to NIAMAR to a suitable location within a reasonable period. Upon such relocation, the FTC premises will be merged with NIAMAR Campus. AAI will lease out the existing land measuring 11.5 Acres approx. (of the merged campus of NIAMAR & FTC) to NIAMAR Society on long term lease basis for a period of 30 years and further extendable by another 30 years at a nominal lease rent of Re.1/- per annum.

- 2.1.3. AAI will transfer its existing assets (buildings and paraphernalia) on the merged campus of NIAMAR and FTC at its existing premises, Gurgaon Road, New Delhi - 110037 on lease basis to the NIAMAR Society at a token licence fee of Re.1/- per annum to be reviewed after the society becomes an economically independent entity.
- 2.1.4. AAI will provide grant in aid to meet entire cost (salary, allowances, etc.) or part thereof for AAI staff deputed to carry out its training / administrative activities for a period not exceeding five years or till NIAMAR Society becomes an economically independent entity, whichever is earlier.
- 2.1.5. AAI agrees to contribute its share of recurring expenditure of common nature arising out of the operations and maintenance / upkeep of the training / administrative as well as residential / external development infrastructure at the NIAMAR Society campus. Such share of AAI shall be arrived at on pro-rata / fixed percentage basis, payable on a yearly basis with the approval of the Governing Body of NIAMAR Society.

2.2 Directorate General of Civil Aviation:

- 2.2.1 DGCA through its training academy agrees to carry out its Training Activities, Research, Consultancy etc. from the premises of NIAMAR Society.
- 2.2.2 DGCA also agrees to be a member of the Governing Council, Governing Body and such other bodies / committees formed from time to time for smooth governance of NIAMAR Society.
- 2.2.3 DGCA will provide grant to meet entire cost (salary, allowances, etc.) or part thereof for staff posted at the training academy in the premises of NIAMAR Society.
- 2.2.4 DGCA also agrees to provide its share of cost in the form of grant to meet the cost of creation of infrastructure at the proposed new site of IAA.
- 2.2.5 DGCA also agrees to provide grant to meet their share of recurring expenditure of common nature arising out of the operations and maintenance / upkeep of the training / administrative as well as residential, external / other infrastructure at the NIAMAR Society campus. Such share of DGCA shall be arrived on mutually agreed basis with the approval of the Governing Body of NIAMAR Society, payable annually.

2.3 Bureau of Civil Aviation Security:

- 2.3.1 BCAS through its training academy agrees to carry out its Training Activities, Research, Consultancy etc. from the premises of NIAMAR Society.

2.3.2 BCAS also agrees to be a member of the Governing Council, Governing Body and such other bodies / committees formed from time to time for smooth governance of NIAMAR Society.

2.3.3 BCAS will provide grant to meet entire cost (salary, allowances, etc.) or part thereof for staff posted at the training academy in the premises of NIAMAR Society.

2.3.4 BCAS also agrees to provide its share of cost in the form of grant to meet the cost of creation of infrastructure at the proposed new site of IAA.

2.3.5 BCAS also agrees to provide grant to meet their share of recurring expenditure of common nature arising out of the operations and maintenance/ upkeep of the training / administrative as well as residential, external / other infrastructure at the NIAMAR Society campus. Such share of BCAS shall be arrived on mutually agreed basis with the approval of the Governing Body of NIAMAR Society, payable annually.

3. It is mutually agreed between AAI, DGCA and BCAS that:

3.1. Society to be registered will be named as NIAMAR Society.

3.2. We together will strive to help NIAMAR Society / IAA to achieve its Vision of becoming a "Global Centre of Excellence" in various Aviation related Education, Training & Research activities and in the long run to attain Deemed University status imparting Diploma and Degree courses in the Aviation Field as well as becoming an economically independent entity of international standards.

3.3. We together will endeavour to promote the NIAMAR Society in:

3.3.1. Setting up IAA with unified administrative control, rules and regulations.

3.3.2. Advertisement and Marketing of IAA Courses.

3.3.3. Design and development of Common Logo, Website, Joint Training Calendar.

3.3.4. Setting up training and R&D including satellite centers in Aviation related fields in the regions.

3.3.5. Exchange of faculty / resources to ensure optimum utilization.

3.3.6. Running joint training and educational courses, conducting R&D and undertaking consultancy activities.

3.3.7. Developing and improving the course contents of respective organizations by promoting a common Course Development Unit and by engaging experts both from within the country and from overseas.

3.3.8. Exploring the possibilities of offering Distance Learning / e-learning educational courses.

- 3.3.10. Developing collaboration / accreditation with reputed aviation related institutions / universities and establish credit sharing arrangements in various regions of the world;
- 3.3.11. Setting up a common library and information centre of international standards.
- 3.3.12. Development of state-of-the-art world class infrastructure for recreation/ sports facilities for participants and staff.

4. Terms of engagement of NIAMAR Society / IAA with the participating organizations i.e. AAI, DGCA & BCAS:

- 4.1 NIAMAR Society / IAA will charge course fees and the charges relating to hostel accommodation and catering from the participating organizations forming IAA under the aegis of NIAMAR Society as per the course fee structure / other charges finalized by it through the Governing Body / Designated Committee.
- 4.2 Concerned participating organization shall depute the required specialist training faculty to NIAMAR Society. Staff other than this, as far as possible, shall be provided by AAI to NIAMAR Society in consultation with Director, IAA depending on training requirement, technical / administrative needs.
- 4.3 NIAMAR Society will commercially exploit the surplus capacity in the form of class rooms / auditorium / hostel / recreational infrastructure including catering facility etc. for generating additional revenue / resources.
- 4.4 The funds generated from various activities shall be credited to the NIAMAR Society Account and shall generally be utilized for the following purposes based on the approval of the Governing Body / Designated Committee :
 - 4.4.1 To generate sufficient replacement / obsolescence reserves;
 - 4.4.2 To build Cash Reserve to meet emergent / future requirements;
 - 4.4.3 To support the promotional / welfare activities of the NIAMAR Society which are outside the scope of funding by the participating organizations;
 - 4.4.4 To partly meet the operational expenditure with the ultimate aim to become economically independent.
- 4.5 Governing Body shall decide on the appointment of the Director, IAA, who will be the Administrative Head. To start with, Director, IAA shall be appointed by AAI, who shall act as Member Secretary, NIAMAR Society also.

- 4.6. The Director, IAA shall be responsible to provide all the requisite administrative / academic leadership for smooth conduct of the programmes, management, maintenance and upkeep of the Infrastructure and paraphernalia. A coordination committee shall be setup under the Director of IAA to ensure smooth functioning of the academy.
- 4.7. All the participating organizations will decide the course contents and the training needs of their respective organizations including evaluation and certification in coordination with the Governing Body / Coordination Committee.
- 4.8. NIAMAR Society will frame its rules / service conditions for personnel posted in IAA with the approval of Governing Body.

Signed on 8th day of April, 2010 at New Delhi.

V. P. Agrawal
 V. P. Agrawal
 Chairman
 Airports Authority of India

Nasim Zaidi
 Dr. S.N.A. Zaidi, IAS
 DGCA
 Directorate General of Civil
 Aviation

Rohit Nandan
 Rohit Nandan, IAS
 COSCA
 Bureau of Civil Aviation
 Security

Witness:

1. PAWAN KUMAR NAGPAL
 Ex. Director (T.M.), NIAMAR

2. R. P. SAHI, Jr. DGCA

3. A. K. SHARAN, Dy. DGCA
 (Name, Designation & Organisation)

[Signature]

[Signature]

[Signature]
 (Signature)