

Bond



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(Rs. Zero Only)

Deponent

Name: Fore Academy of management Education

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 92*****72



Purpose : MOU to be submitted at Others

MEMORANDUM OF UNDERSTANDING

Between

INDIAN AIR FORCE

And

FORE ACADEMY OF MANAGEMENT AND EDUCATION (FAME)

1. This Memorandum of Understanding (herein after referred to as "MOU") is signed on this 15th day of June, 2023 by and between;

2. **Indian Air Force (IAF)**, an Indian Armed Force having its mailing address at Directorate of Education, Air Headquarters, RK Puram, West Block-VI, New Delhi (India) – 110066 (hereinafter referred to as '**First Party**') which expression shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its Assistant Chief of Air Staff (Education), Air Vice Marshal Rajeev Sharma, the authorized signatory of the 'IAF' of the FIRST PART;

And

3. **FORE Academy of Management Education (FAME)**, located at Plot No.46, Sector-32, Institutional Area, Gurugram-122003, Haryana is approved by Department of Higher Education, Govt. of Haryana and affiliated to Gurugram



University, Gurugram, a Haryana State University. (hereinafter referred to as '**Second Party**') which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its Chief Executive Officer (CEO) Prof (Dr.) Devendra Pathak, the authorized signatory of the 'FAME' of the SECOND PART;

4. 'IAF' and 'FAME' are hereinafter collectively referred to as the 'Parties' and individually as the 'Party'.

5. **WHEREAS** the parties are keen to collaborate through a MoU as per the terms and conditions mentioned hereinafter.

Purpose.

6. The parties are desirous of collaborating with each other for the education of the wards of Air Force Personnel including families of Air Force Personnel deceased while in service, personnel with disabilities, physical casualties, retired Air Force personnel etc.

Role and Responsibilities of First Party.

7. To facilitate admission in the courses by a predefined date by way of informing all prospective personnel of Indian Air Force (IAF).

8. Designate an officer {Group Captain Education (Courses)} as one point contact to represent all policy and administrative issues and to clear names of perspective students on the basis of pre-decided criteria.

9. To maintain liaison with Second Party.

Role and Responsibilities of Second Party.

10. Designate a senior official as a one-point contact representing all policy and administrative issues.

11. Acknowledge First Party as lead partner for the project.

12. Undertake admissions of wards of Air Force personnel in consultation with the First Party.

Concessions.

13. Second Party will provide the concessions/ relaxations/ preferences to First Party as agreed by the parties, mentioned in succeeding paras.

14. **Earmarking of 10 seats each in UG programmes** offered by FAME for wards of serving/ retired/ died in harness Air Force personnel.



15. **10% Concession in tuition fees** for wards of serving/ retired/ died in harness Air Force personnel.

16. In addition, scholarship scheme for wards of IAF personnel placed at Annexure to this MoU will be applicable as per the Academy's norms, as amended from time to time. Other concessions shall include **preferential allocation of various researches, innovations and entrepreneurship related assignments.**

17. Following Undergraduate courses/ degrees shall be offered by FAME with Major and Minor combination of subjects:-

- (a) Bachelor of Business Administration (BBA)
- (b) Bachelor of Computer Applications (BCA)
- (c) Bachelor of Science (B Sc) (Non-Medical)
- (d) Bachelor of Arts (B Com) (Hons)
- (e) Bachelor of Arts (BA) - Liberal Arts
- (f) Any Other Course mutually agreed upon by the parties

Joint Coordination Committee.

18. The Parties will form a Joint Coordination Committee with following members for the purpose of discussing any issue/ matters/ problem arising from/ due to implementation of this Memorandum of Understanding (MoU). The Joint committee shall meet whenever required but not less than twice a year to review the progress of conduct of the programmes and discuss on any other issue warranting the attention of the IAF/ FAME. The committee shall also monitor the academic matters including content and quality of Programmes, revision or updation thereof, periodic inspection and conduct of examinations. The decision arrived at during the meeting shall be binding on both the parties. Following shall be the members of the committee:-

(a) **For IAF (First Party).**

- (i) Air Commodore Education
- (ii) Group Captain Education (Courses)
- (iii) Wing Commander Education (Courses)

(b) **For FAME.**

- (i) Chief Executive Officer (CEO), FAME shall chair the Committee
- (ii) One Director/ Registrar



(iii) One Director/ HoD

Copy right and intellectual Property.

19. All copyrights of the course materials (print/ audio / video) developed by First Party shall rest with First Party, all copyrights of the training/ courses materials developed by the Second Party shall rest with the Second Party and all copyrights in respect of the training / courses materials developed jointly by the parties shall held jointly by them.

Dispute Resolution.

20. The parties shall resort to resolve dispute arising out of implementation of this MoU, in the manner provided in succeeding paras.

21. In case any dispute/ claim arises between the parties or personnel subject/ with respect to the MoU, including its validity, Interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by one Party hereto has been legitimate; both Parties hereto shall endeavor to settle such dispute amicably by mutual consultation between the parties. Meeting for mutual consultation would be scheduled at a mutually convenient venue and such meeting will be attended by at least one senior official from each party. In the said meeting, each side will present its dispute and the senior officials will enter into good faith negotiation in an attempt to resolve the dispute.

22. In Case the dispute/ claim arising between the parties in respect of the MoU is not resolved through the mutual negotiation, the same will be referred to the sole Arbitrator, who will be appointed in accordance with the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time and the arbitration proceedings will be conducted as per the provisions of the said Act. The seat of Arbitration will be in New Delhi.

23. Any dispute, disagreement or question arising out of or relating to this MoU, which cannot be settled amicably, shall within 60 (sixty) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within 60 days of the receipt of the said notice, an arbitrator shall be appointed in writing by the authority agreed upon by the parties and all the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable. The seat of sole Arbitrator will be in New Delhi.

24. This MoU is not intended to provide any basis for investment or partnership decision at the present or in future by and between the parties, outside the scope of this MoU.

25. Neither party may, nor cause any other party, to engage in any form of corruption or illegal or unethical act to obtain and maintain a business, including but not limited to; offering or paying a bribe or gifting a gift or anything else of value to



any official to improperly influence anyone in the connection with their obligations hereunder. Neither party shall engage in or tolerate any kind of bribery nor shall not promise, offer, provide, or authorize anything of value, including without limitations; payment, gifts, travel, meals, entertainment, political contributions and contributions of any kind of nature, such as donations and sponsorships or favours, to any Government official to improperly influence any act of decision making in violation of applicable laws. Neither party shall request, authorize or tolerate any kind of bribery or any other kind of illegal or unethical action from others on behalf of the other party, in the other party's name, or in any other way related to the services.

26. This MoU constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements whether written or oral between the Parties wrt the subject matter thereof.

Amendments.

27. The parties shall always have the right to add, delete, amend or alter any of the terms and conditions of this Memorandum of Understanding (MoU) as may be required by service exigencies and/ or any change made by the regulatory authority and/ or statutory changes and such terms and conditions as mutually agreed shall be reduced in writing and shall be legally binding on the parties i.e. Indian Air Force and FORE Academy of Management Education (FAME).

Validity, Review and Termination.

28. The Memorandum of Understanding (MoU), shall be effective from the date of signing and shall remain valid for five years from the academic year 2023-24 to 2027-28, and may be renewed after suitable review thereafter. Either party may terminate the MoU by giving written notice to the other party three months in advance. Once terminated, neither of the parties will be responsible for any losses, financial or otherwise, which the other party may suffer. However, the parties agree that all the activities in progress will be allowed to complete successfully.

Interpretation.

29. In case of any doubt or difference arisen as to interpretation of the provision of this MoU or as to the matters not provided herein, the parties shall consult each other and resolve such doubts or differences in good faith.

Force Majeure.

30. The failure or omission to carry out or to observe any of the terms/ provisions or conditions of this MoU during the continuance of an event of Force Majeure, as hereunder defined, or its effect, shall not give rise to any claim by either party against each other or be deemed to be a breach of this MoU, if same is caused by or arise out of Force Majeure. The term Force Majeure, as used in this MoU shall include and is not limited to the events i.e. War, hostilities, act of public enemy, or belligerents, sabotage, riot or disorder, decree, law or otherwise, act of God, fire,



earthquake, storm, lightening, epidemic, explosions, accidents by fire or otherwise, or other events whether or not of the same class or kind as those set forth.

Notices.

31. Any notice required to be given under the terms of this Memorandum of Understanding (MoU) shall be in writing and delivery to the 'parties' at the address given herein below:

(a) **For First Party.**

Address: Group Captain Education (Courses)
Directorate of Education, Air Headquarters
Wing IV, West Block-VI, Sector – 1,
RK Puram, New Delhi-110066

(b) **For Second Party.**

Address: The Chief Executive Officer (CEO)
FORE Academy of Management Education (FAME)
Plot No.46, Sector-32, Institutional Area
Gurugram-122003, Haryana

Governing Law and Jurisdiction.

32. The Memorandum shall be governed, interpreted and constructed in accordance with substantive laws of India. The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi only in connection with any actions or proceedings arising out or in relation to this agreement.

Confidentiality.

33. During the validity of this MoU, any of the Parties may disclose to each other certain valuable proprietary and confidential information. The Parties should limit disclosure of any such Confidential Information to its directors, officials, professors, scholars or employees who have a 'Need to Know' such Confidential Information, in connection with the current or contemplated relationship between the parties to which this MoU relates, and only for that purpose. The Parties agree to use the Confidential Information disclosed by any Party solely in connection with the current or contemplated relationship between the parties and not for any purpose other than as authorized by this MoU. The Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care. The Parties shall notify each other immediately upon discovery of, or suspicion of, any unauthorized use or disclosure of Confidential Information and shall cooperate with any and all efforts of the Party, whose information is disclosed contrary to the provisions of this MoU, regain possession of Confidential Information and prevent its unauthorized use.

Indemnity.



34. Each party shall indemnify & hold the other Party harmless from & against that portion of any & all losses due to the gross negligence or willful or intentional misconduct of such indemnifying Party, as well as any losses that were not caused by joint activities of the parties.


Severability.


35. If any term of MoU is held to be invalid or unenforceable by any judicial order, applicable law, professional regulations or other competent authority but would be valid or enforceable if some part of them were modified or deleted, the term in question will apply with minimum modification or deletion necessary to make it valid and enforceable. However, other provisions of the MoU will be unimpaired and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding and executed by their respective duly authorized representatives at New Delhi on the day, month and year mentioned above.

For & behalf of 'First Party'
{Indian Air Force (IAF)}

For & on behalf of 'Second Party'
(FAME)




Air Vice Marshal Rajeev Sharma
Assistance Chief of Air Staff (Education)
Air Headquarters, Sector -1
RK Puram, New Delhi – 110066


Prof. (Dr.) Devendra Pathak
CEO, FAME
Plot No.46, Sector-32,
Institutional Area,
Gurugram-122003, Haryana





Dated: 15.06.2023

Date: 15.06.2023


Witness:
1. 
(मनीषा राजपूत) / (Maneesha Rajput)
ग्रुप कैप्टन / Gp Capt
ग्रुप कैप्टन शिक्षा (स्कूल) / Gp Capt Edn (Schools)
शिक्षा निदेशालय / Directorate of Education
वायु सेना मुख्यालय (आर के पुरम) / Air HQ (RKP)
नई दिल्ली / New Delhi-110066

Witness:

1. 
DR. MITA SINHA
2. 
Sonika Verma

2. 
(रचना जोशी) / (Rachna Joshi)
ग्रुप कैप्टन / Gp Capt
ग्रुप कैप्टन शिक्षा (कोर्स) / Gp Capt Edn (Courses)
शिक्षा निदेशालय / Directorate of Education
वायु सेना मुख्यालय (आर के पुरम) / Air HQ (RKP)
नई दिल्ली / New Delhi-110066

**SCHOLARSHIP SCHEME FOR THE STUDENTS
FOR THE ACADEMIC SESSION 2023-24**

Group 'A': Merit based Scholarship.

Sl. No.	Percentage of Marks in 10+2	Concession
1.	90% and above	50% in Tuition Fee
2.	85% to 89%	20% in Tuition Fee
3.	75% to 84%	10% in Tuition Fee

Note 1:- The above concessions initially will be for a period of one year; however, it will be continued subject to students securing the same percentage or above marks in the University exam.

Group 'B': Special Scholarship/ Concession.

Sl. No.	Category of the student	Concession
4.	Girl Students	25%
5.	'Agniveers' desirous of pursuing UG courses	20%
6.	Siblings of Defence Services/ ex-Defence Services	10%
7.	More than 1 student of the same parent	10%
8.	Students having State/ National level Sports award	10%
9.	Any other students as permitted by the Chairman	As decided

Note 2:- A student shall be eligible for scholarship either from Group 'A' or 'B' above.

