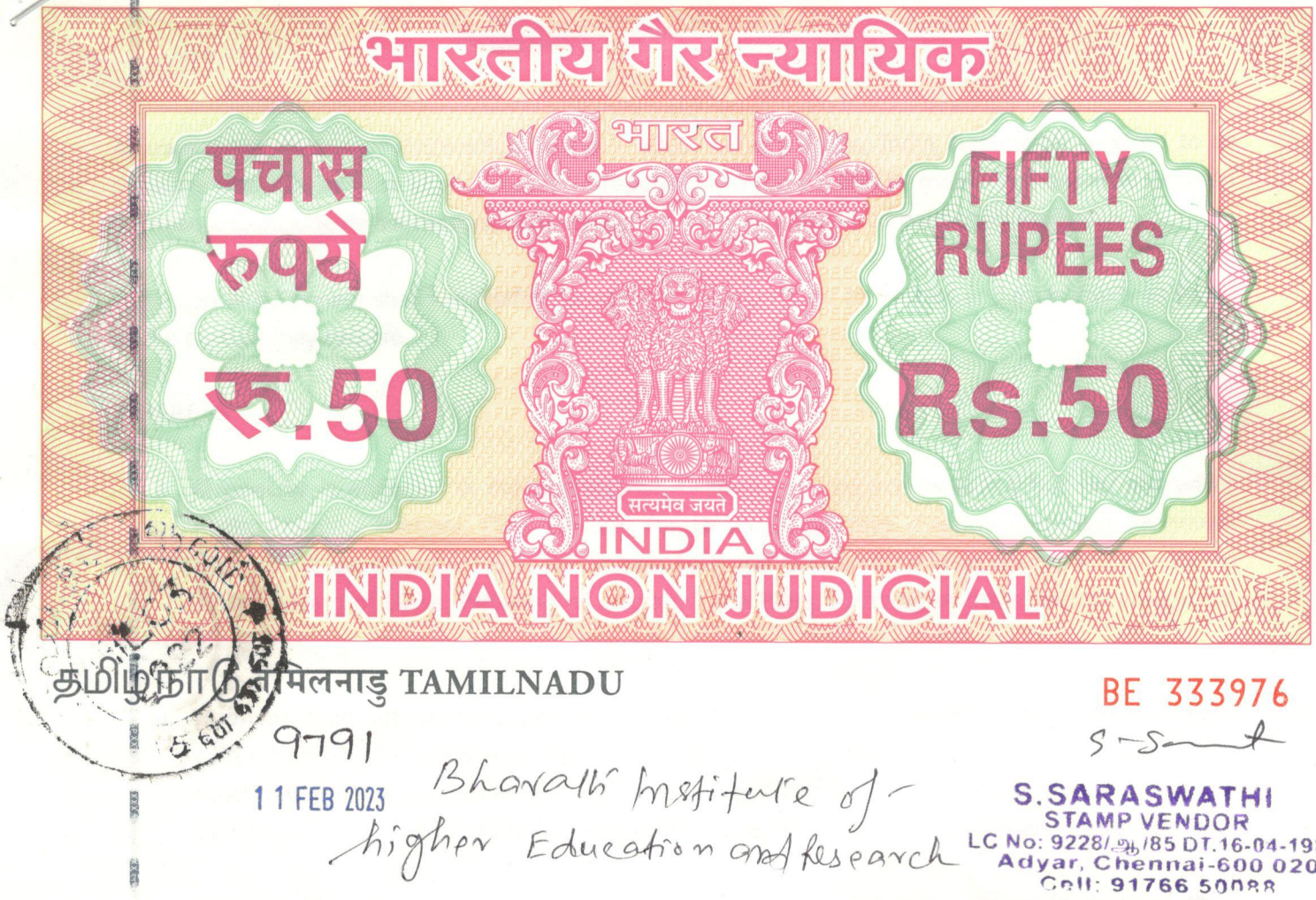




SPONSORSHIP AGREEMENT – N^o AKL/2023/0203-C

This Sponsorship Agreement (hereinafter referred to as the "**Agreement**") is made effective and entered into as of this Twentieth Day of February in the year Two Thousand and Twenty-Three (20 February 2023) (hereinafter referred to as the **Effective Date**)

BETWEEN

AVIAKUL PRIVATE LIMITED, a Non-Governmental Private Limited company, incorporated under the Companies Act of 2013 India, under the Corporate Identity Number U74999DL2020PTC373846, having its Principal place of business at B-1, Greater Kailash Enclave II, Third Floor, New Delhi – 110 048, India and having its registered office at 8/252-I, Mehram Nagar, New Delhi – 110 037, India, hereinafter referred to as **Organizer** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, heirs, executors, administrators and permitted assigns.

AND

BHARATH INSTITUTE OF HIGHER EDUCATION AND RESEARCH (BIHER), an autonomous, private and deemed to be University under section 3 of UGC Act 1956, having its Registered Office at 173,

Agaram Road, Selaiyur, Tambaram, Chennai – 600073, Tamil Nadu, India, hereinafter referred to as **Sponsor** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, heirs, executors, administrators and permitted assigns.

Organizer and Sponsor shall hereinafter be collectively referred to as **Parties** and individually as **Party** as the context may require.

WHEREAS

- A. **Organizer** is engaged in the business of Aviation / Aerospace including but not limited to Flight Training, Remote Pilot Training for UAVs, Organizing Aviation Outreach Programs, Research & Development of Technologies, Technical Consultation, Assembling, Manufacturing and Servicing of UAVs, Reselling of Aircraft Spare Parts, Sourcing of other special equipment etc.,
- B. **Sponsor** is an autonomous, private, deemed to be University providing multi-stream, multi-cultural and high-quality education to nearly 10 000 students from around the world. It is functioning in a sprawling area of 603 acres of land with 1.3 crore sq.ft buildings located in 6 Campuses both in Tamil Nadu and Puducherry with the state of the art infrastructure facilities.
- C. Organizer is organizing 2nd International Conference on Emerging Trends in Aviation MRO Industry (**EAMRO 2023**) (hereinafter, the "**Event**", the details of which are outlined below) for which Sponsor is interested in being a sponsor of the event.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

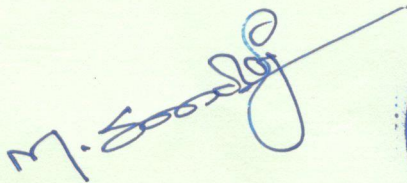
In this Agreement, (including the Recitals) unless the context clearly indicates a contrary intention, a word or an expression, which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include the other genders, the singular shall include the plural (and vice versa) and the following words and expressions shall bear the meanings assigned to them below (and cognate words and expressions shall bear corresponding meanings):

- 1.1 **Agreement** includes the recitals and annexures to this Sponsorship Agreement and any amendments made to this Sponsorship Agreement by the Parties in writing.

M. Suresh



- 1.2 **Applicable Law** means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or thereafter;
- 1.3 **Confidential Information** shall mean any trade secret or other information which is confidential or commercially sensitive and which is not in the public domain (other than through the wrongful disclosure by the Employee) and which belongs to any Group Company (whether stored or recorded in documentary or electronic form) and which (without limitation) relates to the business methods, management systems, marketing plans, strategic plans, finances, new or maturing business opportunities, marketing activities, processes, inventions, designs or similar of any Group Company, or to which any Group Company owes a duty of confidentiality to any third party;
- 1.4 **Designated Account** means the account designated by the Organizer to receive payment of the sponsorship fee as set out in Annexure 1 of this Agreement.
- 1.5 **Intellectual Property** shall include all licensed copyright design, trademarks, patent, process & corporate name, computer software licensed by Organizer and the goodwill of any licensed business name, secret process or confidential information licensed by Organizer including the marks of the system.
- 1.6 **Proprietary Marks** shall mean the marks owned by Organizer, including but not limited to, Organizer's branded mark as well as any and all other names, trademarks, service marks, logos, trade dress, or other commercial symbols or copyrighted materials belonging to Organizer. Proprietary Marks include but are not limited to Aviakul (the registered Trademark);
- 1.7 **Proprietary Information** means and includes, but is not limited to, information about software programs, source or object code, algorithms, trade secrets, designs, know-how, domain names, processes, data, ideas, techniques, works of authorship, business and product development plans, customer lists, terms of compensation and performance levels of Company employees, Company customers and other information concerning the Company's actual or anticipated business, research or development, prices and pricing structures, marketing and sales information, product lines and any information and materials relating thereto, or which is received in confidence by or for the Company from any other person, whether or not it is in written or permanent form;
- 1.8 **Term** shall be defined as the period for which this Agreement will run, discussed more specifically elsewhere in this Agreement.



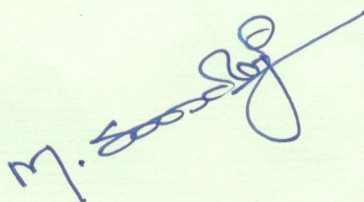
- 1.9 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute and/ or the like shall mean a reference to the same as may have been duly amended, modified and/or replaced. For the avoidance of doubt, a document shall be construed as amended, modified and/ or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).
- 1.10 Reference to any clause shall mean a reference to a clause of this Agreement, unless specified otherwise.
- 1.11 Reference to the terms "herein", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole.
- 1.12 Reference to a law shall mean a reference to that law as amended, consolidated, supplemented or replaced.
- 1.13 Unless otherwise stated, time shall be of the essence for the purpose of the performance of obligations under this Agreement.

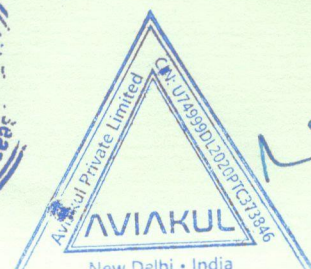
2. SCOPE & OBJECTIVE

- 2.1 Organizer is organizing an event titled *2nd International Conference on Emerging Trends in Aviation MRO Industry (EAMRO 2023)* on **22 April 2023 (Saturday)** in New Delhi, India, draft agenda of which has been detailed in Annexure 2.
- 2.2 Organizer has expressed its interest in attracting sponsorship for the said Event to Sponsor vide an email dated 31 January 2023.
- 2.3 Sponsor confirmed their interest to participate in the event as a **Diamond Sponsor** vide an email dated 14 February 2023.
- 2.4 Sponsor hereby agrees to provide a Sponsorship of **₹. 10,00,000/- (Indian Rupees Ten Lakhs only)** by means of Bank Transfer to Designated Account as detailed in Annexure 1.
- 2.5 Sponsor fully understands and agrees that the Sponsorship privileges shall be applicable only from the date of receipt of said funds into the Designated Account by the Organizer.

3. OBLIGATIONS OF ORGANIZER

- 3.1 In consideration of the Sponsorship, Organizer promises to provide the advertising, marketing and other benefits as detailed in Annexure 1.
- 3.2 Organizer shall identify and name Sponsor as a Diamond Sponsor or as mutually agreed in writing, in all of Organizer's sections during the event as appropriate and applicable.





4.4 Sponsor shall cooperate with Organizer in all means as appropriate and as applicable in providing the necessary promotional materials and additional resources in a timely manner so as to ensure effective functioning of the Event.

5. TERM AND TERMINATION

5.1 This Agreement shall be valid for a period commencing from the Effective Date and shall continue for a period up to and until the completion of Event unless either party terminates this Agreement by giving a notice in writing its intention to terminate.

5.2 On termination of this Agreement, all obligations undertaken by either Party up to the date of termination shall be duly performed in accordance with the respective obligations of the Parties.

6. INDEMNITY

Both parties hereby indemnifies and agrees to indemnify, defend and hold harmless the other, from and against any and all losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, any third party claims, assessments, interest, penalties and other costs or expenses incurred or suffered by the Company based upon, arising out of, or in relation to (i) any breach of the representations, warranties and/or covenants made by either party under the Agreement; and (ii) breach and / or non-performance any of its obligations under this Agreement; and (iii) any breach of third party intellectual property rights.

7. CONFIDENTIALITY

7.1 Any Confidential Information received by either party hereto pursuant to this Agreement shall be used, disclosed, or copied, only for the purpose of, and only in accordance with this Agreement.

7.2 The receiving party shall use, as a minimum, the same degree of care as it uses to protect its own Confidential Information of a similar nature or publication of confidential information. Without prejudice to the generality of the foregoing:

7.2.1 The receiving party shall only disclose Confidential Information to its bona fide employees, contractors or supplies who need to obtain access thereto for purposes consistent with this Agreement as well as the subsequent agreements in which the collaboration between the Parties will be established.

7.2.2 The receiving party shall not make or have made any copies of Confidential Information except those copies which are necessary for the purpose of this Agreement and

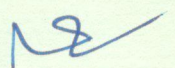
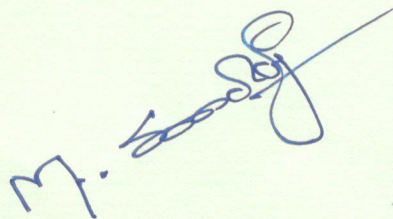
M. S. S. S.



- 7.2.3 The receiving party shall affix to any copies it makes of the Confidential Information, all proprietary notice or legends affixed to the Confidential Information originally received from the disclosing party.
- 7.3 Except for disclosures authorized under the terms of this Agreement, the receiving party shall notify the disclosing party immediately upon learning of any disclosure of the disclosing party's Confidential Information.
- 7.4 During the tenure of this Agreement and for 3 (three) years after the successful completion of this Agreement / termination of Agreement, Parties herein undertake on its behalf and on behalf of its employees / representatives / associates involved in the project to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged / generated from the project under this Agreement for any purpose other than in accordance with this Agreement.
- 7.5 The parties shall not have any obligation of confidentiality with respect to any information that:
- 7.5.1 Is in the public domain by use and / or publication at the time of its receipt from the disclosing party; or
- 7.5.2 Was already in its possession prior to receipt from the disclosing party; or
- 7.5.3 Is properly obtained by the recipient from the third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party;
- 7.5.4 Is required by public authority by law or decree.
- 7.6 Any and all information received by either party from the other upon request shall be promptly returned, however, the parties involved in the project may retain one copy of such information in their confidential files, solely for record purposes.

8. REPRESENTATION AND WARRANTIES

- 8.1 Each Party hereby represents and warrants to the other Party that:
- 8.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its establishment or incorporation and has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder.



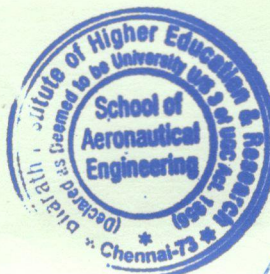
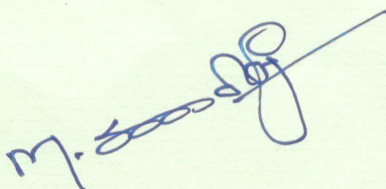
- 8.1.2 all corporate actions on the part of its officers and directors necessary for the authorization, execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.
- 8.1.3 this Agreement constitutes valid, legally binding and enforceable obligations of such Party and shall be enforceable against it in accordance with its terms.
- 8.1.4 it shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
- 8.2 The Parties agree that the representations and warranties contained herein are true, accurate, complete and not misleading as of the date of this Agreement. Each Party further agrees and acknowledges that the other Party is entering into this Agreement on the basis of these representations and warranties and is relying on their *bona fides*, accuracy and completeness.
- 8.3 Each Party agrees and undertakes not to do or cause to be done any act or thing at any time after the Effective Date and till the termination of this Agreement, which would result in any representation or warranty contained herein being rendered completely or partially untrue or incorrect.
- 8.4 Unless otherwise provided herein, all notices or otherwise communicated under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or any recognized courier / e-mail (having valid acknowledgement thereto). The addressed for communication shall be as under:

8.4.1 To Organizer:

Mr. Praveen Sankaran,
Aviakul Private Limited,
B-1, Greater Kailash Enclave II, Third Floor,
New Delhi – 110 048, India.
Email: praveen.sankaran@aviakul.com
Ph: +91 93463 70858

8.4.2 To Sponsor:

Dr. M. Sundararaj,
Professor and Head,
Department of Aeronautical Engineering,
Bharath Institute of Higher Education and
Research (BIHER), 173, Agaram Road,
Selaiyur, Tambaram, Chennai – 600073,
Tamil Nadu, India
Email: hodaero@bharathuniv.ac.in
Ph: +91 9840844425



9. RELATIONSHIP BETWEEN PARTIES

In the performance of this Agreement the Parties to this Agreement shall at all times be independent entities and nothing in this Agreement shall constitute or be deemed to constitute, either Party as being the agent, partner or joint venture partner of the other. All rights and powers not expressly granted by either Party are expressly reserved to such Party. Neither Party shall have right, power or authority in any way to bind the other Party to the fulfilment of any condition not herein contained, or to any contract or obligation, expressed or implied.

10. AMENDMENTS

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all Parties.

11. ASSIGNMENT

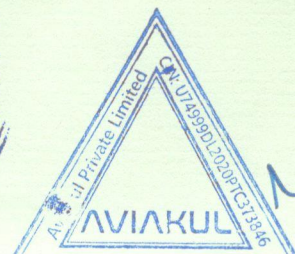
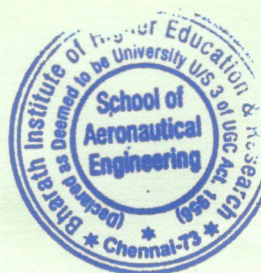
Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party (which will not be unreasonably withheld), except that either party may assign its rights and obligations under this Agreement without the consent of the other party in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction. This Agreement inures to the benefit of and shall be binding on the parties' permitted assignees, transferees, and successors.

12. RESERVATION OF RIGHTS

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

13. FORCE MAJEURE

In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any act of God, fire casualty, flood, earthquake, war, strike, lockout, epidemic, destructions of production facilities, riot, insurrection, material unavailability, service interruptions caused by the hosting service, failure or any act by or



nature of telecommunications carrier, of the internet backbone, of any internet servers, or any other cause (**Force Majeure Event**) beyond the reasonable control of the Party invoking this section and if such Party shall have used its best efforts to mitigate its effects, its performance shall be excused, provided such Party gives prompt written notice of the Force Majeure Event to the other Party, and upon mutual consent between the Parties, the time for performance shall be extended for the period of delay or inability to perform due to such occurrences.

14. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India. To resolve any disputes arising from the Agreement, the Parties agree to submit to the exclusive jurisdiction of the courts of Delhi.

15. DISPUTE RESOLUTION

15.1 Any dispute or difference whatsoever arising between the Parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the Parties. The place of arbitration shall be Delhi and the language to be used in the arbitral proceedings shall be English.

15.2 The Parties undertake that any dispute which may arise between them shall first be dealt with in the manner stated below, irrespective of the other recourse, which any Party may have in law or in equity.

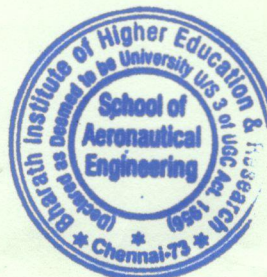
15.2.1 If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of thirty (30) days, either Party to the dispute may give ten (10) days' notice of invocation of the arbitration provisions contained herein, to the other Party in writing.

15.2.2 In the case of such failure, the dispute shall be referred to a sole Arbitrator, mutually appointed by one Director / representative from management each of the Company and the Service Provider. The sole arbitrator appointed shall be an independent person.

16. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which, when executed and delivered, is an original, but both counterparts taken together shall constitute one document.

M. [Signature]



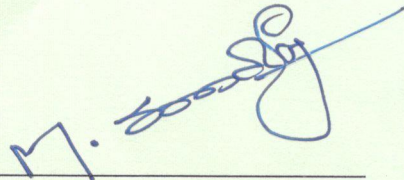
[Signature]

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year herein above written.

Signed and delivered by the authorized representative for and on behalf of:

For and on behalf of **Bharath Institute of
Higher Education and Research (BIHER)**

For and on behalf of
Aviakul Private Limited



Full Name: **Dr.M.Sundararaj**

Designation: Head of Department

Date:

Dr. M. SUNDARARAJ, M.E., Ph.D.,
HOD
School of Aeronautical Engineering
Bharath Institute of Higher Education & Research
(Declared as Deemed to be University U/S 3 of UGC Act. 1956)
Selaiyur, Chennai-600 073. INDIA



Vaibhav Varun

Managing Director

Date: **20-02-2023**

