

TAMILNADU
M/S M.H. Cockpit

DB 524987
M. MANOHARAN
STAMP VENDOR
28, Lakshmi Talkies Road,
Chennai-600030, Tamil Nadu.
License No.C3/2851/80.

MEMORANDUM OF UNDERSTANDING

BETWEEN

B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE & TECHNOLOGY

&

MH COCKPIT

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into on 15th March 2024 by and between **B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND TECHNOLOGY**, Tamil Nadu, India represented herein by its Registrar, Dr. N. Raja Hussain (hereinafter referred to as the "First Party")

And

MH Cockpit, a company located in Chennai, represented herein by its CEO, Mr. Ahamed Subair (hereinafter referred to as the "Second Party").

N. Raja Hussain
REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048



The First Party and Second Party herein referred to as "Parties" and individually as Party.


WHEREAS,

- A) The First Party namely - **B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND TECHNOLOGY**, is a deemed university in the state of Tamil Nadu, India. It is one of the largest engineering institutions in India and is ranked among the top 50 engineering colleges of the country.
- B) The Second Party namely - **MH Cockpit**, is a pre-eminent EdTech firm, carving a niche in the educational landscape with a dedicated focus on aviation training and an expansive array of business verticals, with specialisation in aviation and logistics. MH Cockpit is a catalyst for shaping skilled professionals across diverse industries.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 The parties share common interests and objectives and shall establish channels of communication and co-operation to promote and advance their respective operations within the Institution and its related wings. They shall keep each other informed of potential opportunities and share all relevant information to secure additional opportunities for each other.
- 1.2 The co-operation between the Parties will facilitate the effective utilization of the intellectual capabilities of the faculty of the Second Party by the First Party, providing significant inputs in developing suitable teaching and training systems in aviation, keeping in mind the needs of the industry.
- 1.3 The Parties' general terms of co-operation shall be governed by this MoU. They shall co-operate with each other and enter into all relevant agreements, deeds and documents (the "Definite Documents") as required to give effect to the actions contemplated in this MoU. The Parties shall mutually decide on the terms of the Definitive Documents. Along with the Definitive Documents, this MoU represents the entire understanding of the subject matter and supersedes any prior understanding between the parties.

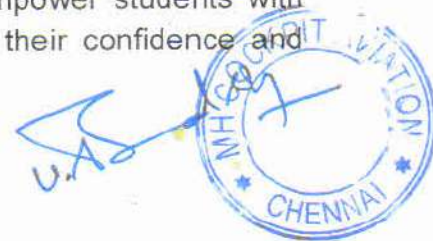

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CLAUSE 2: SCOPE OF THE MoU

- 2.1 Courses:** The Parties have agreed to collaborate in introducing B.Sc. Aviation programme in the first year and any new suitable Aviation programs that demand expertise in the Aviation Industry in the consecutive years.
- 2.1.1** This venture offers a unique opportunity to gain valuable insights into all aspects of the aviation industry, providing a strong foundation for the next generation of aviation professionals.
- 2.2 Curriculum Design and Training:** The Second Party will provide valuable guidance to the First Party regarding teaching and training methodologies and will assist in tailoring the curriculum for B.Sc. Aviation programme to ensure that students are well-equipped to meaningfully adapt to the industrial landscape.
- 2.2.1** The training program mentioned will be delivered on a full-time basis, specifically designed for students who possess a strong desire to become accomplished leaders in the aviation industry. Aligned with international standards, the program aims to provide top-quality education with a primary focus on the aviation industry. The curriculum has been meticulously developed in collaboration with aviation experts, leveraging their extensive knowledge and experience. Notably, the curriculum is strategically designed to integrate core technical knowledge with specialized areas such as flying, engineering, airport/airline operations (both ground and flight operations), ATC, and aerospace/management. This comprehensive approach ensures alignment with the demanding expectations of employers within the aviation industry.
- 2.3 Industrial Training and Visits:** The collaboration between industry and institution will provide students with valuable insights into the aviation industry's latest developments and requirements. The Second Party will coordinate industrial visits and internships with prominent aviation organizations such as airlines, airports, aerospace companies, and aircraft maintenance organizations. These entities play crucial roles in the aviation industry, both domestically and internationally. Moreover, the collaboration will offer students affiliated with the First Party opportunities for industrial training and internship programs, further bridging the gap between academic knowledge and practical skills. This association will empower students with invaluable exposure to real-world operations, building their confidence and

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facilitating a seamless transition from academia to their professional careers.

- 2.4 Skill Development Programs and Value Added Programs:** The Second Party is committed to providing comprehensive training to the students of the First Party, focusing on emerging technologies. This training aims to bridge the skill gap and ensure that students are prepared to enter the industry upon completion of their course. By equipping students with the necessary skills and knowledge, the collaboration endeavors to make them industry-ready and enable a smooth transition into their professional careers.
- 2.5 Guest Lectures:** The Second Party is also willing to offer support in the form of delivering lectures or guest lectures to the students of the First Party. These lectures will focus on technology trends and in-house requirements, ensuring that students are well-informed about the latest developments and the specific needs of the industry. By sharing their expertise and insights, the Second Party aims to enhance the students' understanding and provide them with valuable knowledge that will be beneficial for their future careers.
- 2.6 Faculty Development Programs:** As part of the collaboration, the Second Party is willing to provide training to the faculties of the First Party, if requested and upon mutual interest. This training will focus on equipping the faculties with the necessary skills and knowledge to impart training in accordance with the industrial requirements and national occupational standards in the relevant sector. The agreement specifies that both parties will handle their respective subjects in the said course, leveraging their expertise. This collaborative approach ensures that the students receive a comprehensive education that meets industry standards and prepares them for the real-world challenges they may face in their professional careers.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1** No provision within this Memorandum of Understanding (MoU) shall, through explicit grant, implication, or any other means, confer upon either party any right, title, interest, or license in relation to the intellectual property of the other party. This includes, but is not limited to, know-how, inventions, patents, copyrights, and designs. The intention of this clause is to establish that the MoU does not grant any claims or ownership over the intellectual property rights of either party.

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CLAUSE 4: VALIDITY & TERMINATION

- 4.1 This agreement shall remain in force for a period of 5 years from the date of signing and may be extended for subsequent terms upon mutual agreement by both parties. Either party has the right to terminate this Memorandum of Understanding (MoU) by providing a written notice of three months. In the event of termination, both parties agree to fulfill their respective obligations as per the terms outlined in this MoU until the completion of the course by the last batch of students enrolled prior to termination.

CLAUSE 5: FACULTY PROVISION

- 5.1 Both parties have entered into mutual agreement to collaborate in the provision of trained, well-experienced, and qualified faculties in their respective areas of expertise. It is the collective objective of both entities to deliver the highest level of training and education to the students enrolled in this program. By leveraging their combined expertise and resources, the parties aim to ensure that students receive the best quality of instruction and guidance throughout their educational journey.

CLAUSE 6: EMPLOYEE NON-SOLICITATION

- 6.1 Both parties agree that they shall not hire or employ any employees of the other party during the term of this agreement. Additionally, both parties also agree not to approach or solicit faculties from the other party to join their respective organizations. This clause aims to establish a mutual understanding and respect for the existing employment relationship between each party and to prevent any potential disruption or competition arising from the poaching of employees or faculties. There shall be cool off period of 3 years from the date of resignation from each employer for the other organization to consider hiring.

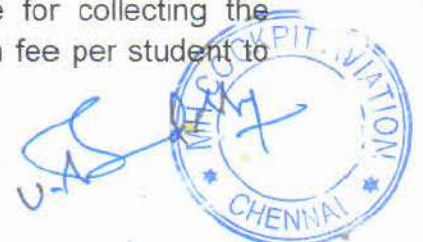
CLAUSE 7: FACILITIES & REQUIREMENTS

- 7.1 As part of this collaboration, the Second Party will deliver the aforementioned course program in this agreement in the premises of the First Party. The Second Party shall require the fully equipped smart classrooms

CLAUSE 8: COURSE FEE REMITTANCE

- 8.1 To ensure the joint provision of training as stated in the Memorandum of Understanding (MoU), the First Party will be responsible for collecting the course fee from the students and paying 30% of the tuition fee per student to

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the Second Party within 30 days after the commencement of the classes for the mentioned program in the MoU. It is important to note that this 30% ratio will apply to the first batch only. After the completion of one-year term, the parties have agreed to consider increase the sharing ratio for the subsequent batches to MHC, while the 30% ratio will continue for the first batch till the students complete the course. This allows for flexibility and potential adjustments based on the experience and results obtained during the initial phase of the training program.

- 8.2** In accordance with the Memorandum of Understanding (MoU), the course fees for the programs will be determined and agreed upon mutually by both parties. This ensures a fair and transparent process in defining the fees for the training programs outlined in the agreement.

CLAUSE 9: RELATIONSHIP BETWEEN THE PARTIES

- 9.1** Under the Memorandum of Understanding (MoU), the parties mutually agree that their relationship should not be considered a partnership. They acknowledge that they are joint collaborators working together towards the common objectives outlined in the agreement. In furtherance of this collaboration, both parties are authorized to use each other's names for marketing and co-branding purposes. This includes making representations in educational exhibition platforms and marketing materials until the expiration of the agreement. This provision allows for a mutually beneficial promotion of the joint programs and initiatives outlined in the MoU.

CLAUSE 10: ARBITRATION

- 10.1** Any differences arising from the interpretation or implementation of this MoU shall be resolved through arbitration between the parties in accordance with the Arbitration Act, 1996. The place of arbitration shall be under the jurisdiction of Chennai. This Agreement shall be governed by Indian law, with exclusive jurisdiction in the courts of Chennai.

CLAUSE 11: ADMISSIONS AND PLACEMENT SUPPORT

- 11.1** Under the terms of the agreement, the Second Party bears the responsibility for meeting admissions targets. In order to achieve this, the Second Party will utilize its standard admission practices, which may include activities such as print advertising, digital marketing, social media promotions, school seminars, and collaborations with agent networks.


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Furthermore, the First Party commits to providing full support and commitment in promoting the new programs. The First Party will leverage its standard marketing practices, such as digital advertising, print media, social media campaigns, and engagement with alumni networks. They may also explore other effective marketing techniques as needed.

This collaborative effort between the First and Second Parties ensures a comprehensive and coordinated approach to attracting and enrolling students for the programs outlined in the agreement.


12.2 According to the terms outlined in the agreement, the responsibility for organizing job placements for students pursuing programs under this collaboration lies with the Second Party. The Second Party is tasked with facilitating opportunities for job placements and ensuring that students are provided with suitable employment opportunities upon completion of their respective programs. This provision emphasizes the Second Party's role in supporting students' career development and helping them secure relevant employment opportunities.

The parties hereto agree to sign with this MoU on the date first mentioned.

For CRESCENT

N. Raja Hussain
 (Dr. N. RAJA HUSSAIN)
 REGISTRAR
 (REGISTRAR) Rahman
Crescent
 Institute of Science & Technology
 Vandalur, Chennai-600 048

For MH COCKPIT

Mr. Ahamed Subair
 (Mr. Ahamed Subair)
 CEO – MH COCKPIT


<i>Name of the Institution</i>	<i>Name of the Institution</i>
B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE & TECHNOLOGY	MH COCKPIT
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Witness 1:

H. Siddhi Jalani

Name: H. SIDDHI JALANI

Prof & Dean (SMS)
School of Mechanical Sciences
BSACIST

Witness 2:

K. Alhaf Malik

Name: K. ALHAF MALIK

CTO & SAUDI OPERATIONS
MH COCKPIT, CHENNAI



**ANNEXURE 1: PROPOSED COURSES, DURATION AND FEE
(ACADEMIC YEAR – 2024 – 2025)**

S.No.	Courses	Duration	Fee Structure
1	B.Sc. Aviation	3 years	Rs. 1,50,000 / year

The fee shall be revised for the Academic year 202~~5~~⁵ – 202~~6~~⁶ based on the mutual interest between both the parties.

ANNEXURE II: SHARING RATIO

The ratio of sharing shall be as under, subject to Clause 9, & certain sub classes including but not limited to sub clauses 2.2 to 2.6

Courses	B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE & TECHNOLOGY	MH COCKPIT
B.Sc. Aviation	Tuition fee – 70%	Tuition fee – 30%