

(FINAL STANDARD DRAFT MoA AS ON 23/03/2018)

MEMORANDUM OF AGREEMENT

BETWEEN

AIRPORTS AUTHORITY OF INDIA

(A Central Government Public Sector Undertaking, Under Ministry of Civil Aviation)

AND

(A Government _____)

This Memorandum of Agreement (MoA) hereinafter, together with all appendices attached hereto and forming an integral part hereof, called the "MoA" is made at New Delhi on this ____ day of _____ between AIRPORTS AUTHORITY OF INDIA (AAI), a Public Sector Undertaking under Government of India, constituted as a Statutory Body, having its Headquarters at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi- 110003, (Hereinafter referred to as "AAI", or the "FIRST PARTY") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrator, assigns and nominees of FIRST PARTY.

AND

WHEREAS the first party, through its Corporate Social Responsibility (CSR) Policy, is authorized to support such initiatives for promoting infrastructure for convenience of population with a view to improve the _____ scenario of the locality AAI is desirous of providing fund _____ under Corporate Social Responsibilities of First Party.

WHEREAS the second party has been working of various I works in _____ State has submitted to the first party a proposal for funding the project " _____".

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WHEREAS to implement the Project, the first party is agreeing to extend financial support on mutually agreed terms and conditions hereinafter provided.

NOW THEREOF in consideration of the aforesaid and the mutual agreement between the Parties under this MoA, the Parties here to agree as follow:

1. OBJECTIVES

Airports Authority of India has agreed to support the project as mentioned above by providing financial assistance under its CSR initiative for amount _____/- (Rupees _____) for the _____ In State as per the estimates prepared by the _____ This project is aiming to improve the _____ at _____.

2. SCOPE:

_____ will undertake the work _____ as per estimates/specifications mentioned in annexure 1. The project to be completed in _____ Months. (To be finalized locally for each project)

3. Title of the project:

The project shall be named "CSR Initiative of Airports Authority of India".

4. Publicity:

- a. In each location, role of First party for supporting the project is to be displayed prominently and permanently through proper signage/s besides, due publicity is to be given through press/audio visual media by the _____.
- b. Second party of its own will also ensure due publicity about the project.

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5. Role of First Party:

- i. To nominate one Nodal Officer for the Project and communicate the same with contact details, office address to the second party.
- ii. To arrange fund amounting to Rs. _____/- (Rupees _____ only) for the project
- iii. Ensure release of funds linked to the progress of the project to the second party in three installments subject to accomplishment of physical mile stone, progress report and a utilization certificate of funds of previous installment of the project. (as per Annexure-2 which forms the part of the MoA). No subsequent installment shall be released without submission of utilization certificate.
- iv. Immediately after signing of this MoA, 30% amount shall be released in the form of cross cheques/electronic mode to the second party.

Time Schedule:

Time period is mentioned in Para 2. Schedule is mentioned in column 2 of Annexure 2 which may be different for different work and to be finalized based on total completion period.

Foreclosure of MoA

If at any time after signing of MoA or during the progress of work the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope AAI nodal officer shall give notice in writing to the effect to the second party stating the decision as well as the cause for such decision and the second party shall act accordingly in the matter. The second party shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The second party shall be paid based on actual work done based on submission of utilization certificate by second party.

Return of unutilized Amount

Provision covered in Para 6 (viii).

New provision: In case of expenditure exceeding the estimated cost, prior approval of first party shall be taken by second party before executing any extra work beyond the purview of MoA. The proposal of extra cost shall contain detailed reasons of variations

alongwith cost implication. Extra work shall only be executed after written approval of first party.

- v. Periodical Inspection of the project. (May add brief as applicable)
- vi. Construction cost of the identified project _____ as per the estimates shall be made available by the first part to second party.
- vii. Impact Assessment study for the project shall be carried out, as per the Department of Public Enterprises guidelines for any project more than Rs. 2 CR.

6. Role of second party

- i. To nominate one Nodal Officer for the project and name, contact details, office address to be made available to the Nodal Officer so designated by the first party.
- ii. Project identified as per the estimates/ specification mentioned in Annexure 1.
- iii. To ensure raising monthly progress reports to be sent to Regional Executive Director _____ / Airport Director _____.
- iv. To ensure quality of the materials and works as per specifications.
- v. To adhere to the time schedule for completion of the project.
- vi. To utilize the fund only for achieving the objectives of this MoA.
- vii. To submit their final project report with financial statement and details of utilization of fund duly signed by the appropriate authority of State Govt.
- viii. In case of any underutilization of the fund, the same should be returned to AAI within 30 days of the necessary roads and assistance as sought by the Impact Assessment Agency.
- ix. Ensure timely compliance to the proofs to be submitted as per milestone linked payment plan.
- x. Ensure timely submission of monthly progress report to the first party.

7. Indemnity:

- i. Second party agrees to indemnity and keep the first party indemnified and hold harmless first party and their respective directors, officers employees, representatives' against all civil and criminal liabilities, demands and /or claims whatsoever, including claims not for being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damage or expenses suffered or incurred that may be suffered or incurred by first party for any reason whatsoever in relation to this project. Second part shall solely responsible for any matter concerning any dispute whatsoever as mentioned above

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including negligence of any kind done in the course of implementation of the project. Under the MoA, the liability of first party shall be limited only to support the project by providing fund for this project.

- ii. Second party shall be solely responsible for all matters concerning employment/engagement of any personnel in Project. Second party shall keep the first party indemnified against any claims and legal expenses arising out of any employment dispute raised by those engaged in relation to this Project.

8. Monitoring:

- i. Joint Project Monitoring Committee (JPMC) shall consist of two members one member each nominated by first party and second party.
- ii. First party shall also have the right and permission of the second party to depute its officers/ representatives, to visit actual Project site for inspection of the Progress made in the project at any time during the term of this agreement. Any lapses found during the inspection shall be brought to the notice of second party who shall, immediately upon receipt of such notice, reply to first party the reason for such lapses and shall immediately rectify the lapses, failing which, the first party shall have the right to stop the release of funds and report the matter to the concerned government authority/Relevant Statutory Authorities.

9. Term:

This MoA shall come into force the date of signing and remain valid for a period of _____ unless terminated earlier by the Parties. The MoA may be extended further as may be agreed to by the Parties.

10. Force Majeure:

Each of the party hereto shall be excused from the performance of its obligation by Force Majeure and such excuse shall continue as long as the condition constituting such Force Majeure continues. The parties claiming for majeure will inform the other party about the condition within 72 hours of the occurrence leading to force Majeure. "Force majeure" includes causes beyond the control of any party, including without limitation, acts of God, acts, regulations of laws of any government, war, earthquake, flood or storm, terrorism epidemics and failure of public utilities.



11. Termination:

- i. This MoA shall automatically terminate on the expiry of the MoA period as provided in the clause above unless extended by the Parties by mutual consent.
- ii. Parties may terminate the MoA after giving a notice of thirty (30) days to the other party of its intention to terminate the Agreement.
- iii. If force Majeure condition continues for period more than three months at stretch, then the MoA shall stand terminated.
- iv. In the event of termination of the MoA under Sub-clause 2 & 3 above, the second party shall transfer back the unutilized funds to first party.

12. Amendment:

Any amendment to this MoA shall be valid and binding on the Parties only if it is made in writing signed by duly authorized representatives of each Parties.

13. Notices:

- I. Both Parties shall appoint their respective Nodal Officers with intimation to other party.
- II. All notices and other communications shall be sent to the address of each Party set forth below:
 - a. Airport Director _____ Regional Executive Director, _____, Airports Authority of India, _____.
Name of Party, Address, Telephone number.

14. Resolution of Disputes:

- i. Any dispute or difference between the parties out of or in connection with this MoA including the validity there of shall at first instance be resolved amicably through negotiations or discussions the Parties.
- ii. If the dispute remains unresolved, then the same shall be taken up by the Heads of the both parties or their duly authorized representatives: who shall strive to resolve the dispute amicably.

Where other party is a Government Body/ PSU:

In the event, parties fail to resolve their dispute/differences amicably, it shall be referred to the arbitrations of Arbitrators in the Department of Public Enterprises, to be nominated by Secretary to the Government of

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India, In – Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be referred to the law Secretary of the Special Secretary / Additional Secretary, whose decision shall bind finally and conclusively. The parties in the disputes will share equally the cost of the arbitration as intimated by the arbitrator.

15. Governing law and Jurisdiction:

This MoA shall be governed and construed in accordance with laws of India. The courts in Delhi shall have exclusive jurisdiction over any matters arising out of this MoA.

IN WITNESS WHEREOF, the parties agree and acknowledge to the aforesaid terms and conditions Agreement.

For and on behalf of

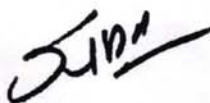
For and behalf of

Airports Authority of India

WITNESS:

1.

2.



ANNEXURE - 2

Fund Disbursement:

Fund Disbursement would be made to the second party in four installments based on accomplishments of requisite physical milestones as detailed below:

Installments	Timeline (w.e.f. Signing of MoA)	Milestone to be achieved	Contribution by the AAI Amount in Rs.	Proof to be submitted by the second party with regards to the funding by first party
1 st Installment	Signing of MoA		30%	On signing of MoA
2 nd Installment	-	On completion of 30% physical progress	60%	On completion of 30% work
3 rd /final Installment	-	On completion	10%	On receipt of final completion report duly signed

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