

Memorandum of Agreement

B.Tech. (Aircraft Maintenance Engineering) B Eng(Hons) in Aircraft Engineering

Agreement between

**JNTUK/GMRIT
&
University of the Highlands and Islands**

July 2011

Rationale

In view of the growing demands and future needs of the society at large, Jawaharlal Nehru Technological University at Kakinada (JNTUK) believe that the course of B.Tech. (Aircraft Maintenance Engineering) be introduced at JNTUK with effect from July 2011. JNTUK and GMR Institute of Technology (GMRIT) are offering an articulation pathway to BEng (Hons) Degree in Aircraft Engineering at University of the Highlands and Islands (UHI). JNTUK shall manage its relationship with GMRIT and ensure GMRIT performs its responsibilities as envisaged by this Agreement.

Curriculum

Following discussions between University of the Highlands and Islands, Perth College (UHIPC) and JNTUK, it has been agreed that after following a 2-year programme recognised by JNTUK and UHIPC (quality assured and owned by JNTUK) in Aircraft Maintenance Engineering, successful students will be eligible for admittance into UHIPC's Year 3 and thereafter into Year 4 of the BEng(Hons) degree in Aircraft Engineering.

Programme Structure

Delivery at JNTUK (including GMRIT campus) - Year 1 and Year 2 B.Tech Aircraft Maintenance Engineering.

Articulation onto the degree course at UHI will require successful completion (determined by UHIPC, acting reasonably) by each student of a technical report to demonstrate their ability to perform independent research and engineering judgement (the "Assessment Report"). This is a requisite for every approved articulation route and will be jointly assessed by JNTUK/GMRIT and UHIPC.

Delivery at UHI Perth College campus - Year 3 and Year 4 BEng(Hons) Aircraft Engineering.

The Honours Degree programme in Aircraft Engineering is validated and awarded by University of the Highlands and Islands. Academic requirements specific to this programme are agreed and enclosed with this Agreement.

Course	Delivery	Assessment	Internal Verification
Year 1	JNTUK/GMRIT	JNTUK	JNTUK
Year 2	JNTUK/GMRIT	JNTUK	JNTUK
Year 3	UHI Perth College	UHI Perth College	UHI
Year 4	UHI Perth College	UHI Perth College	UHI

At successful completion of the BEng (Hons) Aircraft Engineering at UHI Perth College, graduates will also be awarded B.Tech Aircraft Maintenance Engineering. by JNTUK/GMRIT, in accordance with the Indian State Council for Higher Education approval,

English Language

All students will need a minimum IELTS Score 6.0 in all attributes (Reading, Writing, Speaking and Listening) or any equivalent exam recognised by the UK Border Agency (UKBA) before being considered for entry to 3rd year at UHI Perth College. The IELTS Score will be mandatory for meeting visa and UHI regulations. JNTUK/GMRIT has to facilitate the required training to students in 2nd year for this.

Course Progression

The students will enrol as JNTUK students for Year 1 and Year 2. Upon successful completion of Year 2, students who also meet or exceed the IELTS requirements and the Assessment Report will be eligible to progress to Year 3 of BEng(Hons) Aircraft Engineering at UHI Perth College. The definition of a successful completion for articulation between JNTUK and UHI will be mutually agreed by both parties. Upon successful completion of Year 3, students will be eligible to progress to year 4 as per validation criteria and UHI academic regulations.

Intellectual Property

JNTUK shall remain the sole owner of all patents, registered designs, design rights, trademarks (registered and unregistered), database rights, semi-conductor rights, confidential information, know-how, copyright works, inventions, applications for any of the above, and any similar rights recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above ("**Intellectual Property Rights**") owned by JNTUK prior to the date of this Agreement or generated during, or in preparation of, the first two years of curriculum of B.Tech Aircraft Maintenance Engineering.

UHI shall remain the sole owner of all Intellectual Property Rights owned by UHI prior to the date of this Agreement or generated during, or in preparation of, the course curriculum of Years 3 and 4 of the BEng(Hons) Aircraft Engineering programme.

Responsibilities

JNTUK (including GMRIT) responsibilities include:

1. JNTUK shall make necessary approvals accepting GMRIT to run a parallel cohort/batch at GMRIT campus.
2. Market the course and recruit 16 students each (total 32) at JNTUK and GMRIT, through a common entrance test and explore the possibility to increase recruitment to 32 students at each campus in future years.

3. Ensure that students are fully aware, upon applying for entry onto Year 1, of the conditions which they require to meet to successfully apply to Years 3 and 4 of the UHI BEng (Hons) Aircraft Engineering programme, and that enrolment onto Years 3 and 4 will require travel to, and residence within, the UK together with meeting applicable UKBA visa and/or immigration requirements.
4. Provide marketing and administrative support to recruited students year on year.
5. Ensure students' ability to pay the fees for all four years (*undertaking from parents*).
6. JNTUK/GMRIT will collect fees from the students for the first two years.
7. Provide the necessary infrastructure for quality assurance, student support, administrative support, appropriately qualified teaching staff, appropriate physical facilities and equipment, computer software, and maintenance of the appropriate student and academic records for the Years 1 and 2 of the Aircraft Maintenance Engineering programme.
8. JNTUK/GMRIT shall work closely with UHI to ensure quality assurance and deliver a programme in Years 1 and 2 compliant with the UHI approved progression routes to ensure robust academic progression.
9. Liaise with UHI Perth College faculty and administration staff where necessary to aid efficient and effective management of the articulation of students from JNTUK/GMRIT to UHI's BEng(Hons) Aircraft Engineering.
10. Undertake one annual faculty exchange from JNTUK/GMRIT with UHI Perth College to last up to two weeks and to start from the first delivery of the Year 3 of BEng(Hons) Aircraft Engineering programme. This exchange will thereafter continue on an annual basis as mutually agreed between JNTUK/GMRIT and UHI Perth College.
11. JNTUK/GMRIT will provide boarding and lodging costs for faculty visiting from UHIPC as per note 4 below in the UHI Perth College responsibilities.
12. Agree dates, schedule, objectives and activities for all staff visits and exchanges between JNTUK/GMRIT and UHI Perth College at the earliest date prior to the start of every academic year.
13. If a student fails to secure a UK entry visa to progress to UHI Perth College for any reason, JNTUK shall offer the student an alternate course at JNTUK/GMRIT.

UHI Perth College responsibilities include:

1. Enrol students who successfully complete the first two years of the Aircraft Maintenance Engineering programme at JNTUK/GMRIT and are eligible to progress into the Year 3 of the BEng(Hons) Aircraft Engineering, as per academic standards for progression as mutually agreed and satisfied.
2. Assist JNTUK/GMRIT in marketing and recruitment of students for Year 1 of the BTech Aircraft Maintenance Engineering programme.
3. Provide all necessary policies and procedures and quality assurance in compliance with UHI regulations for the BEng(Hons) Aircraft Engineering and relevant academic regulations in respect of Recognised Prior Learning.
4. Agree the number of UHI Perth College staff who will visit JNTUK/GMRIT for a total of 6 weeks in every academic session to engage with the students and

- faculty staff on key subjects. The purpose and outcome of the visits will be confirmed by mutual agreement by August/September of each year.
5. UHI Perth College will collect the fees for Year 3 and Year 4 respectively.
 6. Liaise with JNTUK/GMRIT faculty and administration staff where necessary to aid efficient and effective management of the articulation of students from JNTUK/GMRIT to UHI's BEng(Hons) Aircraft Engineering.
 7. Provide the necessary infrastructure for quality assurance, student support, administrative support, appropriately qualified teaching staff, appropriate physical facilities and equipment, computer software, and maintenance of the appropriate student and academic records for the Years 3 and 4 of the Aircraft Engineering programme.
 8. Participate in knowledge exchange of pedagogy, learning and physical resources to support the learning, teaching and assessment of these programmes.
 9. Appoint a consultancy which shall support and assist students in their application for UK entry visas. For the avoidance of doubt, primary responsibility for obtaining lawful entry to the UK shall remain with the student.
 10. UHI Perth College will provide boarding and lodging costs for faculty visiting from JNTUK/GMRIT.
 11. Agree dates, schedule, objectives and activities for all staff visits and exchanges between UHI Perth College and JNTUK/GMRIT at the earliest date prior to the start of every academic year.

Award of Degree

Students who successfully complete the first two years at JNTUK/GMRIT and the Third year at UHIPC, UK will be awarded B.Eng (Aircraft Engineering) by UHIPC. If the student completes all the FOUR years successfully, UHIPC awards BEng (Hons) in Aircraft Engineering and JNTUK awards B.Tech. (Aircraft Maintenance Engineering). After FOUR years of successful completion, 1-year internship will be provided by GMR.

Proposal on financial arrangements for the students enrolled at JNTUK/GMRIT

Year 1 of the programme

- Fees distribution: 75% to JNTUK/GMRIT, 25% to UHIPC.
- UHIPC and JNTUK/GMRIT both agree to contribute £5000 each first year towards the promotion of the programme.
- JNTUK will act on all financial arrangements and settle any amounts due to GMRIT internally.
- JNTUK transfer the fees amount collected due to UHIPC/GMRIT by the month of October of that year.

Year 2

- Fees distribution: 75% to JNTUK/GMRIT, 25% to UHIPC.
- JNTUK/GMRIT will collect the fees respectively and act on any other financial arrangements and settle any amounts due to UHIPC directly by the month of October of that year.

Year 3

- Fees distribution: 80% to UHIPC, 20 % to JNTUK/GMRIT.
- UHIPC will transfer the fees amount due and collected to JNTUK/GMRIT respectively by the month of October in that year.

Year 4

- Fees distribution: 80% to UHIPC, 20% to JNTUK/GMRIT.
- UHIPC will transfer the fees amount due and collected to JNTUK/GMRIT respectively by the month of October in that year.

Annual fees review

The fees are reasonably subsidised for JNTUK/GMRIT students pursuing the B.Tech Aircraft Maintenance Engineering and the BEng (Hons) Aircraft Engineering. The fees are subject to annual review after the agreed period of three years.

Fees agreed as follows:

	Year 1	Year 2	Year 3	Year 4
2011	£4200	£4200	£7350	£8000
2012	£4500*	£4500*	£7720*	£8400*
2013	£5000*	£5000*	£8110*	£8820*

*Provisional, subject to variation with inflationary costs.

Termination

Either party may terminate this Agreement (without prejudice to any other right or remedy available to the other party):

- (1) upon giving the other party 12 months' written notice; and
- (2) where the other party is in material breach capable of remedy and has failed to remedy such breach within [thirty (30)] days of being given notice to do so by the first party.

Either party may also terminate this Agreement (without prejudice to any other right or remedy available to the other party):

- (1) if the other party makes any voluntary arrangement with creditors or becomes subject to any administration order, or becomes insolvent or apparently insolvent; or
- (2) if a receiver or administrator is appointed to any of the property or assets of the other party; or
- (3) if either party reasonably apprehends that any of the events mentioned above are about to occur in relation to the other party, and notifies the other party accordingly; or
- (4) if the other party is wound up or ceases to carry on its functions.

UHI shall be entitled (but not obliged) to terminate this Agreement or suspend any further performance hereunder in any year where fewer than 12 students successfully complete the Assessment Report.

In the event of termination or expiry of this Agreement, the parties recognise and accept that the interests of any students currently on the course programme shall be taken into account so that they are not prejudiced thereby. Provided that all fees have been paid in full in respect of all students, the parties shall make such arrangements as it properly can to ensure that no prejudice is thereby caused to such students on the course programme as a direct result of the Agreement coming or being brought to an end and, unless otherwise agreed, shall continue the programme through to completion for all enrolled students.

In the event of one party committing a material breach, whether or not said breach leads to a termination of the Agreement, the party not in breach will have the right to claim compensation from the other in respect to any loss suffered or costs incurred in regard to implementing its obligations under the previous paragraph; or in respect of any other matters relating to the said breach or termination. This right is without prejudice to any other rights the party not in breach may have in respect of recovering losses incurred as a result of the said breach or termination.

The termination of this Agreement shall not affect the duties and obligations in relation to the ownership of intellectual property and the duty of confidentiality that shall continue in full force without limit of time.

Jurisdiction

This Agreement shall in all respects be construed and interpreted in accordance with, and governed by, the Law of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish Courts.

Confidentiality

A party receiving any information either designated as confidential or which ought reasonably to be regarded as such ("**Confidential Information**") (hereafter called the "**Recipient**") shall treat and hold such Confidential Information as such and shall not, without the other party's written consent, make use of or disclose to any third party.

The obligations in the previous paragraph shall not in any case be deemed to extend to any Confidential Information which is and which can be shown by documentary evidence to be:-

- (a) already in the possession of the Recipient at the date of receipt;
- (b) public knowledge (other than by breach of this Agreement by the Recipient);
- (c) lawfully obtained by the Recipient from a third party in good faith without a confidentiality obligation;
- (d) independently acquired by the Recipient as a result of work carried out by an employee to whom no disclosure regarding Confidential Information, of the other party has been made; or
- (e) required to be disclosed by the Recipient pursuant to a judicial or other lawful government order, including without prejudice to the generality of the foregoing, the terms of the Freedom of Information (Scotland) Act 2002 or the Data Protection Act 1998, both as amended from time to time.

Variation

The parties may by mutual written agreement amend the terms of this Agreement but one party may not amend it unilaterally.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

Other information

Any joint marketing must be approved by UHIPC, JNTUK and GMRIT before release.

Tuition fees do not include cost of living and personal expenses. Students on Years 3 and 4 in the UK will therefore need a minimum of £5400 per annum to cover accommodation, food and general living expenses under the rules of UKBA immigration. This amount is correct at the date of this Agreement but is subject to change from time to time in accordance with the UKBA rules of immigration. Students are responsible for all the expenses related to UK visas and English Language tests. Students are entitled to work a maximum of 20 hrs per week part time in term time and full time in holidays.

Further Information

Please contact International Centre at University of the Highlands and Islands
Perth College:

Mr. Hithendra Cheetirala, Assistant Director, UHI International Centre

Telephone: 00441738 877408/877268

Email: hithendra.cheetirala@perth.uhi.ac.uk

**Prof. KVSG Murali Krishna, Director Foreign Universities & Alumni Relations
JNTUK, Kakinada, A.P.**

Telephone: 0091884-2300914 / 7702861555

Email: directormkjntuk@gmail.com

Prof. CLVRSV Prasad, Principal, GMR Institute of Technology, Rajam, A.P.

Telephone: 00918941251592 / 9441406014

Email: prasad.clvrsv@gmrgroup.in

IN WITNESS WHEREOF these presents are subscribed on behalf of the parties
hereto as follows:

Signed on behalf of JNTUK:

Name: Dr. V. RAVINDRA

Signature: V. Ravi

Position: Registrar

Date:

Witnessed by: KVSG

Signature: Prof. KVSG MURALI KRISHNA

Position: Professor & Director - FUAR

Date:

Signed on behalf of GMR Institute of Technology:

Name: Dr. CLVRSV Prasad

Signature: CLVRSV Prasad

Position: Principal/ Rector

Date:

Witnessed by: P. L. Rao

Signature: P. L. Rao

Position: General Manager - R & A

Date:

Signed on behalf of University of Highlands and Islands:

Name: JAMES M FRASER

Signature: JM Fraser

Position: Principal and Vice Chancellor

Date:

Witnessed by: MARY THOMSON

Signature: M Thomson

Position: PA to UHI PRINCIPAL

Date: