



## **MEMORANDUM OF UNDERSTANDING**

It is agreed by the two parties to this MOU that, upon receipt of a payment of Rs. 150,000/- at the designated account -[Aero-Sports](http://www.aero-sports.in) shall provide the following products and services to the second party:

**5.5 Days Full Time Theoretical & Practical Training at our Thrissur Center (Cochin-Kerala).**

**4 Trained Instructors to teach you all aspects of our exciting curriculum.**

**Training will be provided at our fully equipped workshop facility at Thrissur.**

**Visit to Schools in Thrissur where we have programs (When in session).**

**Website presence for your Business at [www.aero-sports.in](http://www.aero-sports.in)**

**Complete Tool Set to get started.**

**R/C Electric 3.5 Channel Coaxial Gyro Helicopter.**

**3- Aero-modeling Kits.**

**1 days Free working in your town/city on a mutually convenient date to generate/develop business. All expenses will be born by Aero-Sports.**

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**One Years Telephone/Email Consultancy from our CEO to help resolve local problems and help grow your business.**

**Pen Drive containing 150 files relating to Aero-modeling Classes, Videos and Business Documents. The PPT's provided may not be distributed to others.**

**CD containing 4 hours of Aero-Sports activities video.**

**Free training should you need it any time later. You just have to meet all your expenses here. Free Aero-Sports Guest House facility will be provided.**

**Free Pick up and drop to Airport/Railway Station/Bus Stand.**

**6 days Free A/C accommodation at Pooram International *Hotel/Alternative*. Food included. You can bring one additional team member who will share the room with you.**

**Free local Transportation from Hotel to our various sites by A/C Company van.**

**Authorized Trainer Certificate**

**A 3 hour Kerala Tourism Package (Subject to time being available).**

The second party M/S.....based  
at.....agrees to do the following:

1. Offer Model Aviation as a subject/extra- curricular activity to schools/colleges in his/her town/city.
2. Conduct his/her business in a professional and ethical way so that it does not tarnish the name and reputation of [Aero-Sports](#).
3. To observe highest safety standards in demonstrating or teaching R/C Flying to students/potential customers where applicable.
4. Accept all decisions made by [Aero-Sports](#) when it relates to disputes between Franchisees over Customers, Area of operation etc.
5. Not to set up Sub Franchises/Franchises or any other kind of Network. You are however free to appoint staff, commission agents etc to expand your business.

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6. To refrain from any activity that hinders [Aero Sports](#) in conducting its business in India/abroad.
7. To put adequate efforts including various resources so that the self employment plan works.
8. At the end of the first year continue the association-ship by paying an annual fee of Rs.25,000. Alternatively, break free by giving 30 days written notice. In this case [Aero-Sports](#) is free to find some other suitable person to join its network and carry on its activities.
9. To indemnify [Aero Sports](#) from any loss caused to the second party or its customers/public in case of any accidents caused directly or indirectly in the promotion/execution of the project.
10. Understands that there are no guarantees offered by [Aero-Sports](#) that the business will succeed.
11. Understands that the jurisdiction for any law suits filed against [Aero-Sports](#) should be in a Thrissur Court.
12. Understands that no Royalty payment is due to [Aero-Sports](#) at any time.
13. Undertakes to make all Purchases of Aero-models etc directly from [Aero-Sports](#) or a Fellow Franchisee.
14. Understands that there are no refunds once the Rs.150,000 has been credited to the [Aero-Sports](#) designated bank account.
15. Understands that [Aero-Sports](#) has up to 30 days from receipt of Funds to provide the Goods and Services to the second party.
16. Understands that [Aero-Sports](#) reserves the right to substitute goods and services based on market conditions.
17. Understands that [Aero-Sports](#) has the right to appoint additional franchisees/agents in specified larger towns/cities.
18. Understands that [Aero-Sports](#) may discontinue the relationship if the second party does not carry out the business in a fair and professional manner or brings disrepute to [Aero-Sports](#) or [Aero-Sports Corporate](#) or conducts activities that are detrimental to the smooth working of the organization/network. No refunds will be made in such cases.
19. During the Training period at [Aero-Sports](#) offices HQ, the Trainee will be responsible for his or her own Travelling/Personal/Medical expenses.
20. Understands that [Aero-Sports](#) will not be responsible if R/C Flying activities are controlled or banned by the government to the extent that the business model is adversely affected.

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21. The Franchisee will submit a monthly work/activities report in the prescribed format to our HQ via Email. If you miss three consecutive reports then [Aero-Sports](#) will terminate your Franchise and appoint a new Franchisee. This is in your own interest to make sure that you make adequate efforts to promote your business and keep your commitments to your customers.

22. The Franchisee undertakes to co-operate and work closely with the [Aero-Sports](#) so as to improve service, sales and public relations. They also undertake to provide honest references to people who aspire to start Franchises based on their training& follow up services offered by [Aero-Sports](#).

23. The Franchisee undertakes to handle any electronic parts/kits/models etc supplied as part of the package with utmost care and understands that [Aero-Sports](#) is not responsible for any defective parts, once they are handed over to the Franchisee in working condition

The undersigned hereby agree to conduct business as per terms described above. They also undertake to keep matters relating to the business confidential.

**AGREED BETWEEN THE TWO PARTIES:**

**For M/S**..... Signature..... Date:.....

**For Aero-Sports**, Signature.....Position..... Date:.....

**Witness #1:** Signature.....Name:.....Date:.....