

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GALGOTIAS UNIVERSITY
AND
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, ASIA LTD.**

**COLLABORATING IN THE AREAS OF
AVIATION/AEROSPACE EDUCATION & TRAINING**

This Memorandum of Understanding (“MoU”) is made on this 11 day of Aug 2025 by and between

GALGOTIAS UNIVERSITY, (F.No. 8-9/2011 CPP-I/PU), having its principal place of business at Plot No.2, Sector 17-A Yamuna Expressway, Opposite Buddha International Circuit, Greater Noida, Gautam Buddh Nagar, Uttar Pradesh 203201, India (hereinafter referred to as “GU” and each party collectively “the parties”);

and

Embry-Riddle Aeronautical University, Asia Ltd, (Co. Registration No: 200911992M) a wholly owned subsidiary of Embry-Riddle Aeronautical University, Inc., and having its registered office at 70 Seletar Aerospace View, #02-01 Air 7 Asia Building, Singapore 797564 (hereinafter referred to as “ERAU Asia” and each party collectively “the parties”).

1.0 RECITALS

- 1.1 GU and ERAU Asia (hereinafter jointly referred to as the “Parties”, and individually as the “Party”) wish to collaborate in order to further develop aviation teaching, flight training and research opportunities between the two organizations and to the benefit of aviation students in Asia. The activities include but are not limited to:
 - 1.1.1 Academic collaboration in developing and teaching professional education courses and academic curriculum.
 - 1.1.2 Student exchanges between GU and ERAU Asia, such as student overseas trips, joint outreach events, study abroad, or competitions that highlight aviation and aerospace.
 - 1.1.3 Faculty cooperation exchanges between GU faculty and ERAU faculty, such as research collaboration, joint student project supervision, cross-faculty teaching opportunities and overseas staff visits.
 - 1.1.4 Develop a student outreach program that increases awareness and interest in ERAU Asia programs along with seamless advancement among prospective students.
 - 1.1.5 Articulation agreements with respect to establishing uncrewed flight training and professional uncrewed flight operations for the Aviation and Aerospace UAS minor program at GU.

PURPOSE

- 1.2 This MoU aims to:
 - (a) establish a framework for collaboration between GU and ERAU Asia to expand aviation education and training in the Asia region.
 - (b) describe the scope of cooperation which will be further identified in subsequent annexes to this MoU. The Parties agree to offer professional education, delivered jointly by ERAU Asia and GU. The details of these programs will be set out in subsequent annexes to this MoU. Each future Annex may be modified after mutual consultation between the Parties including financial, curriculum and resource changes.

3.0 THE RELATIONSHIP

- 3.1 The Parties recognise the intellectual property ownership and accreditation of each other's approved qualifications and will maintain this recognition. The parties will not allow disclosure of intellectual property or confidential business information shared in furtherance of this agreement and any annexes, and this duty shall survive the termination of this MoU or any future agreement.
- 3.2 Each Annex to this MoU will define the specific activities which shall be implemented. For example, one activity may be providing support in enhancing GU support for professional aviation development.
- 3.3 The Annexes to this MoU shall create binding obligations between the Parties.

4.0 DURATION AND TERMINATION

- 4.1 This MoU shall commence on its date of execution by the Parties and will be terminated at any time for convenience by either party with 90 days' written notice.
- 4.2 This agreement will be valid for three years commencing on the effective date and will renew annually thereafter with the concurrence of both parties unless otherwise terminated in accordance with the terms and conditions under this agreement.
- 4.3 Notwithstanding this understanding, the MoU may be subject to modification or revision by mutual written agreement.

5.0 LEGAL COMPLIANCE

- 5.1 **Jurisdictional Laws:** The parties acknowledge that activities under this MoU will be subject to Singapore and United States laws. Each party agrees to assist the other party to understand the requirements of the laws of its respective jurisdiction in relation to activities undertaken under this MoU.
- 5.2 **No Conflict with US Law:** Embry-Riddle Aeronautical University, Inc. is an entity organized under and subject to the laws of the United States of America. If at any time during the performance of this contract it becomes apparent that a provision hereof requires Embry-Riddle Aeronautical University, Inc. to violate United States law, that provision shall, without remedy, be null and void and of no effect whatsoever, and the remainder of the memorandum shall continue in full force and effect. Alternatively, this contract may be terminated by either party immediately without cost, penalty, or expense to either institution. The parties expressly agree that this "**No Conflict with US Law**" clause shall supersede any other agreement or covenant in this memorandum, including but not limited to any choice of law provisions.

6.0 LOGOS, NAMES, AND MARKS

- 6.1 The parties agree that neither this document nor any performances or actions taken in connection therewith shall create a partnership or joint venture between them, and that neither shall advertise, state or otherwise imply anything to the contrary. Unless otherwise agreed in writing, neither party shall use, display, or otherwise engage the logos, names, trademarks, or other identification or protected intellectual property of the other.

7.0 DISPUTE RESOLUTION

- 7.1 The parties resolve to negotiate on all issues in an open and cooperative manner. Should any dispute arise between them in relation to subsequent operational annexes to this MoU, the parties shall seek to resolve them on the basis of mutual trust and cooperation. Should no such resolution be achieved, the parties shall state their disagreement in writing and either party may exercise its right to terminate this memorandum forthwith and without prejudice or penalty as provided in paragraph 4.1.

8.0 SCANNED OR IMAGED SIGNATURES

- 8.1 The parties agree that either or both may store copies of this memorandum using scanned, imaged, or other digital media, and that original signatures captured thereby shall be acceptable and admissible in the same manner as the original signatures.

9.0 INDEMNIFICATION

- 9.1 Each party agrees to indemnify the other party (including its officers, trustees, directors, shareholders, agents, employees, representatives, and successors in interests) against and from any and all liability, loss, cost, injury, damage and expense arising out of, connected with, or relating to this memorandum to the extent that the liability, loss, cost, injury, damage or expense is caused by the indemnifying party's wilful, unlawful, dishonest or negligent act or omission.
- 9.2 An indemnifying party's liability to the indemnified party will be reduced to the extent that the liability is caused by the indemnified party (including its officers, trustees, directors, shareholders, agents, employees, representatives, and successors in interests).
- 9.3 Neither party will be liable to the other party for indirect or consequential loss arising out of, in connection with or related to this memorandum.

10.0 AGREEMENT

- 10.1 The following signatories, on behalf of their respective organisations, agree, without prejudice, to meet the terms of the MoU in order to execute program and activities as annexes to this MoU.
- 10.2 Each party shall bear its own cost to implement this memorandum.
- 10.3 All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation shall be treated as strictly confidential and shall not be divulged without the written consent of the disclosing party unless the same has already been in public domain. This obligation shall continue to bind the Parties hereto notwithstanding the termination of the MoU.

**FOR EMBRY-RIDDLE AERONAUTICAL
UNIVERSITY, ASIA LTD**

By:  Digitally signed by
Name: Matthew Flaherty
Title: Vice Chancellor & Head of Asia
Date: 11 Aug 2025



FOR GALGOTIAS UNIVERSITY

By: _____
Name: Dr Dhruv Galgotia
Title: CEO, Galgotias University
Date: 11 Aug 2025