

6th RGNUL National Negotiation Competition, 2026

CLARIFICATIONS - GENERAL INFORMATION PRELIMINARY ROUND I

QUESTION 1:

Paragraphs 6 and 10 state that Bhindi-Go assured at least four pilots on every flight exceeding 18 hours, while Clause 7(d) mandates ‘not less than two pilots. Was this four-pilot assurance given in writing, and if so, by whom and to whom (Sharmila, the Guild, or both)?

ANSWER: These assurances were based on verbal back-end negotiations taken place between Bhindi-Go and Sharmila before the framing and signing of the contract. The assurance of at least four pilots being on duty for each flight was given by Bhindi-Go to Sharmila.

QUESTION 2:

Clause 7(d) permits a maximum flight time of 20 hours and a flight duty period of 24 hours for ULR flights, whereas Clause 7(e) limits ‘each flight’ to 17 hours of flight time and 21 hours of flight duty period, while the route is described as exceeding 18 hours. Which of these two limits governs the ‘Gauripur to Meridian’ flights, and what is the exact scheduled block time of the route?

ANSWER: These clauses are contradictory and are one of the inconsistencies being brought into question about the contract. Gauripur to Meridian is an international and long-haul route between which flights also operate with layovers in between, thus, leading to varying flight times according to the number of layovers.

QUESTION 3:

Clause 7(l) allows Sharmila’s duty of care towards the crew to prevail over conflicting provisions only upon written notice to Bhindi-Go; did Sharmila serve such written notice before suspending crew deployment, and if so, on what date?

ANSWER: No, written notice was not served, the clause was included as a measure for conflict during operational periods. Since the contract was signed very near to the actual launch date, and, an unspecified notice period also made pilots question the recourse provided by Bindi-go in times of conflict, leading to pressure on Sharmila to suspend crew deployment before implementing the contract.

QUESTION 4:

Paragraphs 12–14 state that both parties have suffered losses, that Bhindi-Go has withheld crew-mobilisation payments, and that delays and cancellations have occurred. What is the quantum of losses suffered by each party, the amount of payment withheld, and the date on which the crew strike commenced?

ANSWER: The information given in the General Information is sufficient in these aspects.

QUESTION 5:

Para 3 calls the contract the ‘Aircraft Crew Maintenance and Insurance (ACMI)’ Agreement, Para 15 calls it the ‘AMCI Agreement’, and Annexure I is titled ‘Airport Maintenance Crew Insurance (AMCI) Agreement’. The recital also covers ‘aircraft leasing’, and Para 4 refers to ‘fifteen newly leased wide-body aircraft’, yet Annexure I has no clause on aircraft supply, lease rentals, maintenance or insurance. Could you clarify whether (i) all three refer to the same agreement, (ii) the fifteen aircraft are leased from Sharmila, and (iii) a separate agreement governs leasing, maintenance and insurance and is relevant to this dispute?

ANSWER: The parts of the contract given in the Annexures are the relevant parts of the contract, i.e., the clauses relevant to the dispute. AMCI and ACMI Agreements refer to the same type of agreements, i.e., the ACMI agreement. Newly leased wide-body aircrafts refers to the aircrafts taken on a lease by Bhindi-Go for the Gauripur to Meridian routes.

QUESTION 6:

Paragraphs 7, 9 and 12 of the General Information refer to ‘Clause 6’ as the clause on fatigue-risk management and crew remuneration, but in Annexure I, Clause 6 deals with

Force Majeure while fatigue-risk provisions are contained in Clause 7 (Crew Welfare and Safety Obligations). Should all such references to 'Clause 6' be read as references to Clause 7?

ANSWER: Yes.

QUESTION 7:

Apart from the signing date (21st October 2026) and launch date (5th November 2026), the problem does not specify key dates. Could you clarify the date of commencement of the crew strike, the Roster Sign-Off Date under Clause 3(d), when the roster screenshots were leaked, when pilots went public, when Mr. Bhindi made his public statement, the dates of any notices served under Clauses 6(b) and 7(l), the date of the negotiation session and what is the duration of the Agreement.

ANSWER: All of these events took place between 21st October 2026 and the negotiation session. The General Information is sufficient for queries on duration of the agreement.

QUESTION 8:

Is there any criteria to prove that a pilot claiming to be fatigued or tired is doing so in good faith?

ANSWER: No, when a pilot declares he/she is fatigued it is policy for airlines to ground or delay the respective flight, if allotted.

CLARIFICATIONS - GENERAL INFORMATION PRELIMINARY ROUND II

QUESTION 1:

What scientific evidence or risk assessment led MASA to believe that CHIMERA or AX-17 could pose a risk of harmful contamination? Has any independent testing been conducted, and if so, what were the findings?

ANSWER: As set out in Paragraph 8 of the General Information, the testing conducted by Asterion yielded preliminary and inconclusive results. The proposition does not specify any further scientific testing or independent risk assessment findings.

QUESTION 2:

The licence allows Asterion to conduct scientific and commercial analysis of the recovered sample, but the containment order requires MASA's prior written approval for any experiment. Does Asterion retain the right to conduct research subject to MASA's conditions, and has MASA established any process for approving proposed experiments?

ANSWER: Any scientific or commercial analysis conducted by Asterion remains subject to obtaining MASA's prior written approval, as stipulated under Clause 3(c) of Containment Order No. MASA/CO/2026/004. The Order does not prescribe a process or timeline for deciding proposed experiments.

QUESTION 3:

Has MASA reviewed the containment order issued on 5 October 2026? If so, what was the outcome? If not, has a review been scheduled?

ANSWER: The Proposition does not state that a review has taken place or that a review date has been fixed. Section 22 of the Act requires any direction issued under it to be reviewed within a reasonable time. No further clarification is required.

QUESTION 4:

How was the estimated cost of MRC 60 million for independent testing calculated, who selected the proposed testing facility, and has MASA approved the proposed testing arrangements? Has MASA considered sharing part of the testing costs with Asterion under Section 27 of the Meridian Space Activities Act, 2022?

ANSWER: No clarification is required.

QUESTION 5:

Apart from Licence No. MI-2024-011, is there any separate agreement dealing with custody of the sample, access for research, intellectual property, or commercialization of discoveries made from it? If so, what are its relevant provisions?

ANSWER: The parties are to rely exclusively on the statutory framework, regulatory orders, and licence conditions expressly set out in the Proposition and its Annexures. No additional agreements exist or apply.

QUESTION 6:

Upon reviewing the proposition, I noticed that paragraph 15 refers to an email response dated 22 October 2025, while paragraphs 17 and 18 refer to events or an order dated 23 October 2025. However, the surrounding factual chronology appears to concern events occurring in 2026. I would be grateful if the Committee could kindly confirm whether these dates are intentional or whether they are typographical errors intended to refer to October 2026. This clarification would help ensure that the negotiation plans accurately reflect the intended chronology of the proposition.

ANSWER: The references to “22 October 2025” in Paragraph 15 and “23 October 2025” in the subsequent paragraphs contain typographical errors. They shall be read as “**22 October 2026**” and “**23 October 2026**”, respectively.