

DATED 25 NOVEMBER 2021

MEMORANDUM OF UNDERSTANDING

TEERTHANKER MAHAVEER UNIVERSITY, MORADABAD, INDIA

("TMU")

and

EDUCATION CENTRE OF AUSTRALIA, SYDNEY, AUSTRALIA

("ECA")



ABN 14 111 912 775
CRICOS Provider 02944C


Vice Chancellor
Teerthanker Mahaveer University
Moradabad

Date: 25 November 2021

PARTIES:

EDUCATION CENTRE OF AUSTRALIA an education business group that manages and operates, in partnership with numerous top 2% globally ranked Australian and UK Universities, Campuses. In addition, it owns and operates a number of colleges in higher education, vocational education & training and professional education with its headquarter in Sydney, New South Wales, Australia.

("ECA")

AND

TEERTHANKER MAHAVEER UNIVERSITY is a private university established in 2008 located in Moradabad city of Uttar Pradesh, India. The university imparts professional education at undergraduate, postgraduate and research levels across diverse streams of disciplines.

("TMU")

BACKGROUND

- A. The parties have been in discussions in relation to the Proposal described in Item 4 of the Schedule (the "Proposal") and the agreed Terms of Collaboration described in item 5 of the Schedule.
- B. The parties enter into this Memorandum of Understanding to record their current aims and as an expression of their intent to proceed on the basis outlined in this Memorandum of Understanding and pursue negotiations among themselves to endeavour to give effect to those aims.

OPERATIVE PART

1. AIMS

The overall mutual aim of the parties is to pursue the Proposal.

2. INITIAL STEPS

For the purpose of promoting the Proposal the parties are prepared to take, free of charge and obligation, the respective steps described in Item 6 of the Schedule. The parties agree that no legally binding obligations will arise between them until a separate formal contract is entered into.

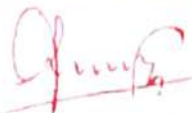
3. ASSUMPTIONS, FURTHER NEGOTIATIONS AND OTHER MATTERS

The steps described in Item 6 of the Schedule are indicative only and depend on assumptions that may change as the Proposal progresses. Future negotiations, steps and documentation will be affected by such changes.

4. ONGOING REVIEW

Until such time as a separate formal contract is entered into between the parties in relation to the Proposal:

- (a) the parties will conduct regular and ongoing reviews of the Proposal and their respective participation; and
- (b) if at any time either party decides that the Proposal or part(s) thereof is not viable, they may withdraw their participation.



 Vice-Chancellor
 Teerthanker Mahaveer University

5. CONFIDENTIALITY

The terms of this Memorandum of Understanding and any negotiations between the parties are confidential and must only be made known to those officers and employees of the parties who need to know.

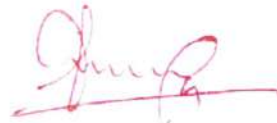
6. PUBLICITY

A party must not make a public announcement relating to this Memorandum of Understanding or any negotiations between the parties without the prior written consent of the other party.

Neither party is entitled to use the other party's name, logo or any other related promotional material without the prior written consent of the other party.

7. NON-BINDING

This Memorandum of Understanding is being signed by the parties to evidence their in-principle non-binding intentions. The parties acknowledge that other than clauses 5 and 6 no legally binding obligations arise between them as a result of the signing of this document. Binding obligations other than those set out in clauses 5 and 6 are only intended to arise upon the signing of a separate formal contract. Any action taken by a party in anticipation of a formal contract will be at the sole risk of that party.



Vice Chancellor
Teachankar Mahaveer University
Moradabad

EXECUTED as an Agreement

SIGNED for and on behalf of **EDUCATION CENTRE OF AUSTRALIA** in the presence of:

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05/01/2022
Mr Minaal Sinha
Group Director

Date signed: / /

.....
Signature of Witness

SIGNED for and on behalf of **TEERTHANKER MAHAVEER UNIVERSITY** in the presence of:

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)
)
)
.....

23/12/21
Prof. Raghuvir Singh Vice Chancellor
Teerthanker Mahaveer University
Moradabad

Date signed: / /

.....
Signature of Witness

SCHEDULE 1

1.	Date:	25 November 2021
2.	ECA Contact for notices:	Mr Minaal Sinha Group Director – Corporate Development Education Centre of Australia Level 10, 160 Sussex Street, Sydney NSW 2000, Australia Email: minaal@eca.edu.au
3.	TMU Contact for notices:	Prof. Raghuvir Singh Vice Chancellor, Teerthanker Mahaveer University Email: vicechancellor@tmu.ac.in

<p>4. The Proposal: [Products & Services]</p>	<p>In signing this Memorandum of Understanding, the parties agree to explore collaborative activities in the following areas:</p>	
	Potential Areas of Collaboration	Description
	1) London Met Online Study Support Centre	To embed a study support centre within TMU's campus to deliver London Met Online PG courses with face-to-face support on campus. Students will enrol fully online and receive a London Metropolitan University, UK postgraduate degree (Masters') / diploma / certificate upon course completion.
	2) Pathway Programs	ECA jointly with TMU and ECA's Australian/UK University partners establish and manage an International College within TMU's campus to deliver 1+2 / 2+2 model undergraduate courses.
	3) Dual Degree	To establish a joint dual degree program awarded by TMU and ECA's partner institution in Australia/UK (dependent on the requirements and implementation of India's National Education Policy 2020).
	4) Short Courses/ Micro credentials	To run standalone short professional development courses & micro credentialing courses targeted at students who are working and are interested in skill enhancement.
	5) ECA develops TMU Online	ECA to develop the online platform for TMU by digitizing the university's selected course curriculum for remote delivery (subject to TMU being approved by UCG as an On-line provider).
	6) Internships (Virtual)	To run project based virtual internships supported by ECA's extensive network of industry partners
7) OSCE	To Partner with ECA's partner institute to offer short preparation course for the Objective Structured Clinical Exam (OSCE). OSCE is a clinical exam to assess a nurse or midwife candidate's knowledge, skills and competence at the graduate-level nurse or midwife from an Australian NMBA-approved program of study.	

5.	<p>Basic Terms of Collaboration</p> <p>[These are in principle Terms and will require customisation for each area of collaboration (item 4)]</p>	<p>A. Infrastructure and Delivery</p> <ol style="list-style-type: none"> 1. The International College will be embedded in TMU's Campus. 2. TMU will provide the facility and infrastructure including classrooms, breakout areas, branding, Labs, IT Services, Library access, Offices, etc. 3. ECA will provide the curriculum for the course(s) / program(s). 4. TMU will provide teaching and non-teaching staff for the collaborative programs. The staff will be approved by ECA and ECA will pay for these staff. 5. TMU will provide a dedicated staff coordinating the partnership – paid by TMU. 6. ECA will appoint and pay for a Campus Director / Dean. 7. All students will be enrolled in an International TMU course(s) with the option of transferring to ECA and its partnering universities after satisfactorily completing the stipulated term at TMU. All enrolments must be within the entry requirements of ECA and its partnering universities and TMU. 8. ECA will facilitate articulation agreements with overseas destination college / universities for eligible student transfers. 9. In case of student's visa refusal or unsatisfactory completion, determined by the Department of Immigration, GTE checks and ECA partner colleges / universities requirements, student will finish their qualification at TMU with a TMU award. 10. Marketing, Sales and Student Recruitment will be an independently shared responsibility of TMU and ECA in the ratio of 50:50. 11. ECA will provide admission support and manage visa applications. 12. ECA will manage and monitor QA & QC process to ensure compliance with ECA's partner college/university and TMU requirements. <p>B. Revenue Share: TMU will receive a percentage share of the gross fee for the programs offered and delivered via the collaboration. The revenue share will vary dependent of the program and fee payable by the students. TMU will also receive a flat fee in Australian dollars per student from ECA for those students transferring overseas to ECA's partner college/university for completion of course.</p> <p>Details of Revenue Share will be agreed upon based on the Products & Services being delivered and will require to conform with ECA's standard revenue share model being offered in India within their other partnerships.</p>
6.	Respective Steps to be taken:	It is anticipated that an agreement subsequent to this Memorandum of Understanding will be signed to formalise any future collaboration between the parties. Further discussion is required to bring this to fruition.
7.	Validity:	This MoU will be valid for a period of six (6) months, with an expiry date of 25 May 2022, unless terminated by either party in writing.