



ACADEMIC COLLABORATION AGREEMENT


BETWEEN


EDUCATION CENTER OF AUSTRALIA [ECA]

T/A AUSTRALIAN SCHOOL OF GLOBAL STUDIES [ASGS]

AND

ITM UNIVERSITY GWALIOR


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15/03/22

This **AGREEMENT** is made on the 15th day of March 2022.

Between **EDUCATION CENTRE OF AUSTRALIA PTY LTD ['ECA']**
ABN 14 111 918 775 Level 2 545 Kent Street, Sydney, NSW
2000 trading as **Australian School of Global Studies**
[ASGS]

And **ITM UNIVERSITY [ITM]**
Gwalior, Madhya Pradesh

RECITALS

- A. ECA is a leading Australian education business and operates a number of Institutions in the Higher Education and Vocational Education & Training sector imparting recognised Australian qualifications. ECA also partners with Australian and UK Universities to operate their managed campuses.
- B. ITM is vested with the authority to award Degrees, Diplomas and Certificates. One of the primary objectives of this University is to develop and make available, trained manpower to accelerate sustained economic growth in the current highly competitive global environment.
- C. The Parties wish to establish an educational collaboration agreement for academic delivery of ECA and its partner Universities courses in India. In particular, the parties have agreed to establish and manage the ITM International Study Center (ITM) for the purpose of academic collaboration;
- D. This Academic Collaboration Agreement (Agreement) between ECA and ITM is intended to outline the roles and responsibilities of each party, including the commercial arrangement to support the collaboration. The course offering for this purpose are identified in the operative schedule.

OPERATIVE PART/ SCHEDULE

1. Definitions and Interpretation

1.1. Definitions:

- a) **Agreement** means this document and all Operative Schedules and annexures or supplements to any of these documents.

- b) **Operative Schedule** means each completed document which is in the form attached to this Agreement or as subsequently agreed between the parties, including any commercial-in-confidence arrangements.
- c) **Parties** mean the Parties to this Agreement and their respective successors and permitted assignees.

2. Purpose

2.1. The objectives of collaboration Agreement will be:

- a) to establish academic cooperation between the Parties to offer high quality international courses and qualifications to students in India; without any breach of requirements of all relevant regulatory authorities.
- b) to provide students with a range of skills that meet the needs of commerce and industry in India as well as globally; and which equip them to contribute to both their future employer organisations and society in general, and in the process continuously enrich their quality of life; and
- c) to provide a total international quality education experience for students, in terms of access to qualified staff, quality facilities and support services plus the opportunity to study abroad at globally top-ranked universities.

3. Term

- 3.1. This Agreement commences on the date of signing and will continue for a period of three (3) years.
- 3.2. The parties may agree to renew the term with mutual consent.

4. Financial Arrangements

- 4.1 Detailed commercial arrangements under this collaboration are listed in the finance schedule and forming part of this agreement.
- 4.2 The operational arrangements will be detailed in a commercial-in-confidence Operative Schedule(s) to be simultaneously finalised and signed between the parties before the commencement of the academic collaboration program.

5. Responsibilities of ECA

- 5.1 ECA will provide the full curricula of selected courses to be offered at ITM, details provided in separate operative schedules. The course materials will be sourced from ECA partner universities in the Australia and/or UK;

5.1.1 The ECA courses provided will be at both undergraduate and post graduate levels and have full international recognition. The courses will be delivered on-line and can also be undertaken face to face in a classroom setting subject to Indian regulatory approval;

5.2 ECA will be responsible for the following **quality assurance provisions**

5.2.1 Students applying for entry into an ECA courses conducted at ITM must meet the equivalent entry requirements (including English) as those applying to study the course in Australia and the UK. Please note that

- for undergraduate courses, the required IELTS is 6.0 or equivalent
- for postgraduate courses, the required IELTS is 6.5 or equivalent

5.2.2 Students enrolled in a ITM course conducted in India are subjected to equivalent academic testing and processes as those who study at ECA or partner university campuses in Australia and the UK. This includes delivery of the program in English. ECA will monitor these on a regular basis.

5.2.3 ECA is committed to maintaining strong quality assurance processes and will work with ITM to audit the delivery of courses at ITM on a regular basis, at least once per year.

5.3 ECA will approve the selection of suitably qualified staff to teach in the ITM courses;

5.4 ECA will formally assess the qualifications of all local staff teaching into the ITM courses and ensure that

- students are provided with appropriate learning support services;
- all students are made aware of and are provided with a fair, equitable and effective students support including process for dealing with complaints, grievances and appeals;

5.5 ECA will manage annual course reviews and formal semester evaluations in conjunction with ECA university partners in the UK and Australia.

6 Responsibilities of ITM

6.1 ITM will be responsible for the provisions of the following

6.1.1 **Campus facilities** – classroom, tutorial rooms, library, cafeteria, sports and recreational facilities.

6.1.2 **Laboratory facilities** – up to date computer laboratories with capacity for tutorial groups. Internet, email, video conferencing plus access to students outside of class time.

6.1.3 **Library facilities** and services – copies of all relevant texts plus important references need to be available to students. Where possible access to online library resources to support the effective teaching.

- 6.1.4 **Suitably qualified teaching staff** – qualifications must be at least equivalent to Australian, UK and New Zealand university standards.
- 6.1.5 **Approval by all relevant bodies** – must adhere to all relevant state and central government regulations within India.
- 6.1.6 **Student records and management system** – adequate record management system plus a capacity to link/access.
- 6.1.7 **Student counsellors/supportstaff** – as needed to ensure the effective conduct of the ECA courses offered at ITM.
- 6.1.8 **ITM appointed coordinator** who works with the ECA representative to manage the day-to-day operations of ITM.
- 6.1.9 **Regular feedback** procedures reporting to both ECA including subject and academic feedback.
- 6.2 ITM needs to ensure that all students meet the following entry requirements
- 6.2.1 **Postgraduate entry requirements**
Completion of a relevant bachelor's degree in India at the following standard:

NOOSR Section 1 & Section 2 University	50% and above
NOOSR Section 3 University	60% and above for masters and 55% for Graduate Diploma

6.2.2 Undergraduate entry requirements

To gain entry into an Australian undergraduate course, the student will need to have the Indian equivalent of an Australian Senior Secondary Certificate of Education (Year 12), Some undergraduate courses may also have specific pre-requisite subjects.

- 6.3 That all lecturers, teachers and trainers at ITM must be appropriately qualified, and are given the support, education and training resources required to deliver and assess courses/qualifications to a standard comparable to those delivered in Australia, the UK and New Zealand;

7 Intellectual Property

- 7.1 The Parties acknowledge and agree that all Intellectual Property Rights in connection with this Agreement and/or the Course(s) (including, without limitation, the Course Materials) will vest solely with the ECA and its partner universities. on creation. Partner must not claim ownership of any of such Intellectual Property Rights.

- 7.2 ECA grants to ITM for the duration of this Agreement the non-exclusive royalty-free rights to use solely for the delivery of the Course(s):
- a) ECA's know-how used in the Course(s);
 - b) the Course Materials; and,
 - c) all developments and improvements to the course materials developed by ECA and its partner universities.
- 7.3 ITM must obtain ECA's **prior approval** for all **marketing**, advertising, promotional and other forms of material which ITM produces for distribution or publication (including publication or distribution on the internet) where such material relates to the Course(s) or displays any trade mark or name of ECA or its constituent entities and university partners within the ECA Group. Such material must contain wording to show that the Course(s) are being provided in conjunction with ECA. ITM must not alter, remove or tamper with any marks, numbers, words and/or other means of identification of source (including trademark and copyright notices) used in connection with or applied on all or any of the Course Materials.
- 7.4 ITM must not use any ECA Group or its university partner's trademarks, brands, logos or names ("Marks") except for the purposes of this Agreement and only in connection with the Course(s). ITM must not alter, vary or amend any Mark without ECA's prior approval.
- 7.5 ITM acknowledges that ECA will assess all advertising, promotional and other forms of material for conformity with its current corporate branding guidelines and those of its university partners. ECA may grant or withhold approval for the public release of such material for any reason. ECA's approval of any such material does not mean that ECA consents or agrees with the content and can in no way be taken to shift ITM's responsibility with regard to the content and quality of such material to ECA.
- 7.6 Upon termination of this Agreement, for whatever reason:
- a) the rights granted in Clause 7.2 will immediately terminate; and
 - b) ITM must immediately deliver to ECA all memoranda, recordings, notes, charts, records or other documents or things of whatever nature which constitute or record ECA's Intellectual Property Rights in connection with the Course(s), or any derivation thereof.

8 Employability Advantage with Virtual Internship

To run employability advantage with Virtual Internship (Project based Experiential Learning – PBEL Program) supported by ECA's extensive network of industry partners in Australia

9 Schedules and Addendums to this agreement

- 9.1 Schedules known as 'Operative Schedules' addressing various matters namely but not limited to, courses, curriculums, units of studies, fee, assessments & exams, etc will be tabled from time to time as need arises prior to commencement of the operations of the StudyCenter;

11.2 ECA & ITM University Gwalior reserves the right to issue addendums in writing with thirty (30) days' notice to this agreement without cause in relation to any academic requirements related to mandatory stipulations of the regulators and policies of ECA and/or its university partners prevalent or current at any given point in time.

10 Coordination

10.1 The nominated persons of each Party for the coordination of activities under this Agreement are listed in the table below.

ECA Global	ITM
Mr Rajesh Singh CEO – ECA India rajesh.singh@eca.edu.au Tel: +91 8460015080	Prof Dr S SBhakar Vice Chancellor, ITM University vc@itmuniversity.ac.in Tel: +91 8770766424

10.2 Each Party agrees to immediately update its contact person's details in the event of any change.

11 Confidential Information and Privacy

11.1 Each Party agrees to:

- a) keep the other Party's Confidential Information confidential and not disclose or permit the disclosure of such Confidential Information to any person unless required by law or with the prior written consent of the other Party;
- b) use the other Party's Confidential Information only for the purposes of delivering the Course(s) in accordance with this Agreement; and
- c) take all steps and do all things that are necessary, prudent, or desirable in order to safeguard the confidentiality of the other Party's Confidential Information.

11.2 Each Party shall procure that their employees, officers and agents and the Students:

- a) only have access to the other Party's Confidential Information on a strictly need-to-know basis; and
- b) observe the obligations of confidentiality placed on both Parties by this Clause.

11.3 A Party shall be deemed to have breached this Clause if it discloses Confidential Information to any Student or any of its employees, officers or agents and such person does not comply with this Clause in respect of such Confidential Information.

12 Termination

- 12.1 If there are no Schedules in operation and no Students who have yet to complete the Course, then either Party may terminate this Agreement without cause, by giving to the other party at least ninety (90) days written notice. On receipt of this notice, all negotiations regarding future Schedules must stop.
- 12.2 Without prejudice to any other right of termination in this Agreement, either Party may terminate a Course or any New Intakes into a Course:
- a) without cause, by giving to the other Party at least ninety (90) days written notice prior to the commencement of a Course semester as stated in a Schedule; or
 - b) immediately by written notice if the other Party commits a breach of this Agreement and, if such breach is capable of remedy, fails to remedy such breach within thirty (30) days of receiving a notice requiring such breach to be remedied; or
 - c) immediately by written notice if the other Party becomes the subject of bankruptcy, litigation or winding up procedures, is placed under any form of external or voluntary administration or otherwise becomes or threatens to become insolvent; or
 - d) immediately by written notice if the other Party ceases or threatens to cease to carry on its business or any substantial part thereof or if the other Party disposes of or threatens to dispose of, or any governmental or other authority expropriates or threatens to expropriate, all or any substantial part of its business or assets; or
 - e) immediately by written notice if any approval, consent, requirement or authorisation required by any agency or authority in India for the conduct of any Course is withdrawn, cancelled or terminated.
- 12.3 If a Course is terminated for any reason:
- a) the Parties will continue to deliver the Course(s) in accordance with this Agreement to the continuing Students to enable them to complete their Course within a reasonable time; and
 - b) the Parties will continue to comply with this Agreement in relation to the continuing Students and the completion of the Course(s).

However, if it is not practicable or possible for the Parties to continue to deliver the Course(s), the Parties will use reasonable endeavours to make arrangements for such continuing Students to enable them to complete such Course(s) and be awarded the relevant Award.

- 12.4 Termination of this Agreement under this Clause is without prejudice to rights of either Party to seek and obtain damages for any breach of this Agreement by the other Party prior to the termination.

- 12.5 Upon termination of this Agreement and the ending of a Course, ITM must return to ECA (or destroy at ECA's request) all ECA property or equipment including, without limitation, the Course Materials and all copies of such property or equipment in the possession or control of ITM or ITM employees or agents, and at ECA's request certify in writing that it has done so.

13 Indemnities and Acknowledgment

- 13.1 Each Party (the 'first-mentioned Party') agrees to indemnify the other Party and its officers, employees, agents, contractors and consultants from and against:
- a) all action, claims, proceedings and demands against them in respect of any loss or damage to property, death, injury and illness and all damages, costs or expenses whatsoever which are caused by any act or omission of the first-mentioned Party, its employees, agents, subcontractors or consultants in connection with this Agreement; and
 - b) any loss which may arise from or as a result of any breach of this Agreement by the first-mentioned Party, its employees, agents, subcontractors or consultants.

14 Assignment

The rights, benefits and obligations of a Party under this Agreement may not be assigned, licensed, sub-contracted or otherwise disposed of without the prior written consent of the other Party.

Executed as an Agreement

Signed for and on behalf of
ECA by

Signature _____ 

Name and Position _____ Mr Rajesh Singh, CEO – ECA India _____

in the presence of:

Signature of Witness _____  

Name of Witness _____ Prof. Manoj Kumar, Director CRC & Sales – ECA India _____

Signed for and on behalf of
ITM University


Signature _____ 
15-3-22

Name and Position _____ Prof. Dr S.SBhakar, Vice Chancellor, ITM University _____

in the presence of:

Signature of Witness _____ 

Name of Witness _____ L. PRACHETI _____


15/03/2022
Dr. Nanjeel Singh Tomar

ECA GLOBAL EDUCATION INDIA PVT. LTD.

DIRECTOR

VICE-CHANCELLOR
ITM UNIVERSITY
Gwalior (M.P.)

FINANCE SCHEDULE

This Finance Schedule is issued under and governed by the Academic Collaboration Agreement between ITM University (ITM) and Education Centre of Australia Pty Ltd (ECA) t/a Australian School of Global Studies (ASGS).

1. Date:	15 th of March 2022
2. ECA contact for Notices:	Mr Rajesh Singh CEO – ECA India ECA Corporate House, 100 Ft Corporate Road, Opp. Safal Profitarie, Prahlad nagar, Ahmedabad - Gujarat - 380015 Email: rajesh.singh@eca.edu.au
3. ITM contact for notices:	Prof. Dr S SBhakar Vice Chancellor, ITM University Email: vc@itmuniversity.ac.in
4. Validity:	15 th March 2022 to 14 th March 2025, unless terminated earlier in accordance with the agreement.
5. Finance Terms:	In signing this Academic Collaboration Agreement, the parties mutually agree that any financial terms will be as per the final discussions for each individual program between both parties. Note: <ol style="list-style-type: none"> 1. ITM will provide teaching and non-teaching staff for the collaborative programs. The staff will be approved and paid by ECA. 2. ECA will appoint and pay for a Campus Director / Dean at each location. 3. Marketing, Sales and Student Recruitment will be ITM University's responsibility; all marketing material will be approved by ECA.