



MEMORANDUM OF UNDERSTANDING

Between

TAFE South Australia, Heraud Education Trust and Amity University, Gurgaon

This Memorandum of Understanding is signed on this day of November 28th, 2013 between:

TAFE South Australia, an entity of Government of South Australia, with registered office at 120, Currie St, Adelaide SA 5000.

and

Heraud Education Trust, Haryana, India (registered as Heraud Training and Education Australia in Melbourne, Victoria, Australia), where Heraud Education Trust is a vocational education and skill training provider with registered office at CorporateEdge, Building 5, Tower C, Level 20, Cyber Terraces, Phase III, DLF Cyber City, Gurgaon – 122002

and

AMITY UNIVERSITY, Gurgaon has been established under an act of the legislature of the State of Haryana and having its registered office at Manesar, Gurgaon hereinafter referred to as the "Amity",

- 1. Partnership Model for introduction and delivery of skill development courses in India and globally.**

Heraud Education Trust with TAFE SA and Amity University agrees to partner for delivery of industry relevant vocational courses across locations chosen by Amity. The courses offerings will be developed by Heraud with the support of TAFE SA and in consultation with Amity University. The roles and responsibilities of all three involved parties i.e. Heraud, Amity and TAFE SA will be as per defined in Point no. 3 below.

- a. All the courses will be developed and delivered as per TAFE South Australia model to suitably address the specific industry skill gap in India while at the same time enabling pathways and increased employability of students - both domestic and international.

The underlying objective of running these courses will be to provide globally recognized skills and certification to students while producing skilled resources for the global economy including India. In addition, all the courses will endeavor to operate in alignment with the Indian skill development frameworks of national agencies acting in the vocational education space in India.

b. The course offerings will fall under three broad categories:

- i. Short term courses: The courses will focus on delivering employability skills to students as per specific job roles. The duration of these courses will be up to 6 months and these courses will target new students, existing students and currently employed professionals. The assessment of these courses will be done by Sector Skill Councils (SSCs), Amity and Heraud.
- ii. 1 year/ 2 year courses: These courses lead to 1 year advance certification or 2 years diploma level qualifications issued by Amity. The assessment will be carried out by Amity using TAFE SA resources. Students may also choose to undertake an additional RPL assessment through TAFE South Australia. The students completing these courses will also have the option to integrate into the graduate degree level courses run by Amity University.
- iii. Specialization courses for existing engineering students enrolled across locations desired by Amity. The courses will be designed jointly by SSCs and Heraud in consultation with Amity and will also lead to joint certification by SSCs and Amity.

2. Phased Roll out of courses

Initially, the pilot courses in Automotive and Retail sectors will be launched at Amity University's Manesar campus in Jan – Feb 2014 with the aim to launch other sector specific courses across multiple locations desired by Amity by mid 2014. The phased approach will be:

- Phase I: Pilot Batch at Amity Manesar campus, Jan-Feb 2014, Auto and Retail Sector courses.
- Phase II: Course roll out across other Amity desired locations, July 2014, Auto and Retail sector courses.
- Phase III: Introduce multiple sector courses in Auto, Retail, Telco, Healthcare, Building & Construction, Banking, Financial Sector and Insurance etc, Jan 2015.

(Also, refer Addendum I and II)

3. Roles and Responsibilities

The specific roles and responsibilities of both the organization as partners shall be as follows:

Role of Heraud

1. Work in conjunction with the high level committee appointed at Amity University for implementation of skill development programs.
2. Work with Amity and TAFE SA to develop, introduce and implement industry relevant courses using training resources developed by TAFE South Australia.
3. Implement quality framework and audit of delivery as per guidelines from TAFE, NSDC and / or Sector Skill Councils (as applicable).
4. Provide trainer specifications and facilitate train the trainer's sessions to bring delivery trainers up to date.
5. Conduct industry research and develop new course offerings including identifying skill demands at specific locations.
6. Implement assessment methodology, support assessment of students and review of assessment related concerns raised by students.
7. Support and consult on setting up delivery facilities
8. Develop industry linkages – course/ curriculum validation by industry, knowledge exchange between industry and students including training and apprenticeship for students, etc, engaging industry in assessment and recognition of certification.
9. Facilitate pathways to further education in Australia e.g. second year diploma at TAFE SA Adelaide campus.
10. Facilitate applications for RPL (Recognition of prior learning) by TAFE SA which may lead to issue of an Australian qualification for an additional fee from the student.
11. Facilitate faculty exchange between Amity and TAFE SA.
12. Work with our partners to promote vocational courses in media and through seminar, conferences, exhibitions, etc.
13. Support growth of vocational programs in India and abroad.
14. Manage relationship with TAFE SA and manage actions for smooth running of operations.
15. Provide governance for course delivery and operations, publish periodic journals and other information bulletins to support delivery partner.-
16. Provide localized staff in India and Australia for Heraud head office, branch office and on-site locations to coordinate between Heraud, Amity and TAFE partners.

Role of Amity

1. Appoint a high level committee empowered to make decisions.
2. Develop and provide suitable infrastructure required for delivery of vocational courses as per guidance from Heraud.
3. Provide trainers required for delivery of vocational courses with the support of Heraud.

4. Support Heraud in implementation of programs through its facilities.
5. Support Heraud in audit, assessment and certification especially by way of assigning related job responsibilities to trainers.
6. Manage marketing of programs and admissions at the center locations.
7. Engage local industry to develop networks and promote apprenticeships, training and placements with the industry.
8. A list of students shall be provided by Amity to Heraud at the commencement of student enrollment.
9. Reasonable health and safety provision and liability, for the students and staff at Amity campuses is the responsibility of Amity University.
10. Issue a qualification against the Indian standards.

Role of TAFE South Australia

Work closely with Heraud for agreed courses to

1. Provide training resources including all reading, training, student and assessment resources for agreed courses
2. Provide guidance and where applicable, consulting services.
3. Provide copies of assessments which Amity may choose to use.
4. Provide brand association
5. Provide master trainers to run 'train the trainer' program in India, certify trainers and provide support for competency development on demand basis.
6. For an additional fee, provide a Recognition of Prior Learning Assessment process for students who wish to be considered for issue of an Australian qualification..

4. Financials

Heraud will provide all its pre and post course services including course content and services, as listed above, for a per student fee of minimum Rs 7,500 per student for a one year course. This fee includes the charges paid to TAFE for licensing, use of content, brand association, retention charges, per student commission, etc. Amity can choose to decide on the course fees in consultation with Heraud.

For shorter duration courses Heraud will charge a minimum per student fee of Rs 5000 to ensure break even and profitability of running the courses. Also, the cost of travel of TAFE SA officials to India for consulting work will be shared between Heraud and Amity where Heraud will pay for air travel related expenses and Amity will bear the stay and inland travel related expenses.

All the above figures are rounded and will be discussed before the signing of agreements. A final agreement will supersede the financials above.

5. Intellectual Property protection

Heraud will start sharing the information (Intellectual property of Heraud) immediately after signing the MoU. This IP will not be reproduced by Amity for any other purposes besides for vocational training in conjunction with Heraud or without the prior permission of Heraud. Any breach of intellectual property right protection, unauthorized use or misrepresentation of IP should be mutually respected. Similarly Heraud will not use any insider information that Amity has delivered to Heraud in confidence, any commercial details or otherwise. More details will be covered in the legal agreement.

6. Term and Termination

This MoU, when duly signed by all parties concerned, shall remain in force for 12 months from the date of signing this MoU. The MoU will cease to exist once the partnership agreement is signed between Heraud and Amity before start of delivery of courses and preferably before student enrolment/ fee collection from students. The agreement will supersede previous MOUs.

7. Force Majeure

Either party shall not be held responsible for failure or delay to perform all or any part of this MoU due to flood, fire, earthquake, draught, war or any other event which could not be predicted, controlled, avoided or overcome by the respective party.

8. Understanding and Amendments


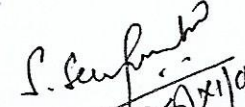

This MoU constitutes the entire understanding between the parties relating to the subject matter herein and supersedes all previous discussions, etc whether verbal or in writing. No amendment to this MoU will be effective unless it is in writing and signed by an authorized representative of each party.

The parties agree that the purpose of this MoU is to record in a general way, the intentions of the parties prior to entry into a formal agreement or agreements. As a result, this MoU does not imply a legal commitment by any of the parties and is not intended to be relied upon to create legal relations or constitute a legally enforceable agreement in India or in Australia.

This MoU has been prepared in three original copies, one to be kept by each party.

SIGNED below on behalf of the respective organizations by its authorized signatories on
November 28, 2013

For and on behalf of

<p>TAFE South Australia</p> <p></p> <p>Dr Baljit Bhela Educational Manager, TAFE SA</p>	<p>AMITY University Gurgaon</p> <p> 26/11/03</p> <p>S Sengupta Registrar Amity University Gurgaon</p>
<p>Heraud Education and Training</p> <p></p> <p>Amit Tikoo CEO, Heraud Education Trust</p>	