COLLABORATION AGREEMENT

BETWEEN

Centurion University of Technology and Management (CUTM)

AND

Technical and Further Education Commission of New South Wales in respect of its Western Institute (TAFE Western)
Schedule – Collaboration Agreement Details

This Agreement is made up of this Schedule and the Agreed Principles.

<table>
<thead>
<tr>
<th>Item 1</th>
<th>Parties</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Centurion University of Technology and Management (CUTM), whose registered address is 17 Forest Park, Bhubaneswar 751009, INDIA. AND Technical and Further Education Commission of New South Wales, in respect of its Western Institute (TAFE Western) (ABN 77 994 801 808), whose registered address is 1567 Forest Road, Orange NSW 2800, AUSTRALIA.</td>
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<thead>
<tr>
<th>Item 2</th>
<th>Commencement Date</th>
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<td></td>
<td>3 August 2015</td>
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<thead>
<tr>
<th>Item 3</th>
<th>CUTM Coordinating Officer</th>
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<tbody>
<tr>
<td></td>
<td>Name: Prof Mukti K Mishra, PhD</td>
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<tr>
<td></td>
<td>Position: President</td>
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<tr>
<td></td>
<td>Organisation: Centurion University of Technology and Management</td>
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<tr>
<td></td>
<td>Address: 17 Forest Park Bhubaneswar 751009 INDIA</td>
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<tr>
<td></td>
<td>Telephone: Mobile: +91 9437007777, Office: +91 674 2596227</td>
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<tr>
<td></td>
<td>Email: <a href="mailto:Mukti.mishra@cutm.ec.in">Mukti.mishra@cutm.ec.in</a></td>
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</tbody>
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<thead>
<tr>
<th>Item 4</th>
<th>TAFE Western Coordinating Officer</th>
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<tbody>
<tr>
<td></td>
<td>Name: Ms Kate Baxter</td>
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<tr>
<td></td>
<td>Position: Institute Director</td>
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<tr>
<td></td>
<td>Organisation: TAFE NSW Western institute</td>
</tr>
<tr>
<td></td>
<td>Address: 1567 Forest Road Orange NSW 2800 AUSTRALIA</td>
</tr>
<tr>
<td></td>
<td>Telephone: +61 2 5393 5812</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:catherine.baxter@tafensw.edu.au">catherine.baxter@tafensw.edu.au</a></td>
</tr>
</tbody>
</table>

Execution

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Collaboration Agreement (which includes the Schedule above and Agreed Principles following) on behalf of the party on whose behalf they have signed.
| SIGNED for | PROF MUKTI K MISHRA, PhD |
| Centurion University of Technology and Management (CUTM) | President |
| Date signed: 3 August 2015 |

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**in the presence of:** Soapna Harrison (name of witness)

Signature of witness

Name and position of witness (print)

| Name | Soapna Harrison |
| Position | Sr Manager - Administration |
| Date signed: | 3 August 2015 |

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| SIGNED for | KATE BAXTER |
| NSW Technical and Further Education Commission through its Western Institute (TAFE Western) | Institute Director |
| Date signed: | 3rd August 2015 |

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**in the presence of:** Ellen Clifford (name of witness)

Signature of witness

Name and position of witness (print)

| Name | Ellen Clifford |
| Position | R/Manager Professional Svcs |
| Date signed: | 3 August 2015 |
Agreed Principles – Collaboration Agreement

1 Purpose of Collaboration Agreement

(a) The parties wish to facilitate cooperation in one or more of the following areas and agree to work together in good faith with a view to carrying out and fulfilling these aims:

(i) Jointly plan, deliver and evaluate vocational training in India;
(ii) Build the capacity of CUTM students to compete in the global Worldskills Competition;
(iii) Provide opportunities for short term student and staff exchange programs;
(iv) Explore industry partnerships to the benefit of both organisations;
(v) Provide certification of part or full Australian Qualifications Framework (AQF) qualifications for Indian vocational students; and
(vi) Such other areas of cooperation as may be agreed between the parties.

(b) Cooperative activities under this Agreement may include any training initiatives as agreed by CUTM and TAFE Western.

(c) This Agreement may only be amended with the written agreement of both parties.

2 Term and termination

(a) This Agreement commences on the date specified in Item 2 of the Schedule to this Agreement and ends five (5) years from that date. There will be an annual review of the Agreement to ensure it continues to meet the needs of all parties.

(b) Either party may terminate this Agreement at any time and for any reason with immediate effect by giving written notice to the other party.

(c) Termination or expiry of this Agreement is not intended to affect any rights or obligations under any formal agreement entered between the parties pursuant to clause 4 of this Agreement or otherwise.

3 Non-binding Agreement with exceptions

(a) With the exception of this clause and clauses 9 (Confidentiality), 10 (Privacy) and 11 (Public Announcements), this Agreement merely constitutes a statement of the mutual intentions of the parties with respect to its contents and each party represents to the other that:

(i) no reliance shall be placed on this Agreement;

(ii) this Agreement does not constitute an obligation binding on any party;

(iii) this Agreement does not contain all matters upon which the parties are seeking to reach agreement;

(iv) this Agreement does not give rise to any contractual relationship between the parties;

(v) this Agreement does not create or imply any relationship between the parties and in particular the parties expressly agree that this Agreement is not intended to, nor shall, create a partnership, joint venture or agency relationship between the parties; and

(vi) this Agreement imposes no obligation on any person to enter into any separate written agreements

(b) Clauses 9 (Confidentiality), 10 (Privacy) and 11 (Public Announcements) create binding obligations and survive termination or expiry of this Agreement.
4 Formalising agreements

(a) The parties intend that any agreement for academic cooperation referred to in clause 1 will be documented in a separate and formal agreement or agreements containing such terms and conditions applicable to that type of academic cooperation executed by the parties in accordance with the policies and procedures of the respective parties.

(b) The separate agreements referred to in subclause (a) of this clause must specify the nature of the cooperation and contain clauses, as appropriate, including:

(i) the services and facilities to be provided by each party;
(ii) the ownership and use of intellectual property arising from or contributed to the collaborative activity;
(iii) the application of fees and charges and the apportionment of costs;
(iv) the academic policies and/or other policies or regulations that shall apply; and
(v) governance arrangements for the cooperation.

(c) Each such separate agreement must be affixed to this Agreement as a schedule. The schedules to this Agreement are intended to create a contractual relationship between the parties and are intended to operate as separate and formal agreements. The affixing of each schedule to this Agreement does not derogate from the separate and formal status of each schedule as an agreement. The affixing is intended only to constitute a single suite of documents for administrative purposes.

(d) If applicable, each individual program within each of the types of academic cooperation referred to in clause 1 must be the subject of an appendix to the relevant separate agreement prepared pursuant to paragraphs (b) and (c) and must set out the detail for that particular program.

5 Agreement will not prevent cooperation with other parties

This Agreement will not prevent any party from undertaking any activities or cooperating with third parties or acting independently of the other.

6 Facilitation of cooperation

(a) In order to carry out and fulfil the aims of this Agreement, CUTM and TAFE Western will each appoint a Coordinating Officer, as set out in Items 3 and 4 of the Schedule to this Agreement, who will negotiate and manage the development of any cooperative activities.

(b) Either party may initiate proposals for cooperative activities under this Agreement at any time.

(c) The Coordinating Officers will be responsible for the evaluation of any future proposals for cooperation according to the practices of the respective party.

7 Notices

Any notice, demand, consent or other communication given or made under this Agreement (notice) should be sent to the Coordinating Officer for the receiving party as set out in Item 3 or Item 4 of the Schedule.

8 Costs

(a) Nothing in this Agreement shall oblige a party to incur any cost or expense, or undertake any work or take any action except as may be provided in any formal agreement executed by the parties either in connection with an activity contemplated by this Agreement or otherwise.

(b) Unless the parties agree in writing otherwise, each party is liable for its own costs and expenses in relation to anything arising from this Agreement.
Confidentiality

(a) For the purpose of this Agreement, Confidential Information of a party means all trade secrets, knowhow, financial information, marketing, student data and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which by its nature is confidential and which:

(i) is marked by a party as confidential; or

(ii) the parties know or ought reasonably to know is confidential,

and all information about the parties, their employees, agents, policies and operations which is made available or which becomes known during the term of this Agreement or as a result of executing this Agreement, but does not include information that is in the public domain or that is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person.

(b) The parties may exchange Confidential Information relevant to the purposes of this Agreement, which includes the aims described in clause 1.

(c) Subject to clause 9(f), each party undertakes to treat as confidential all Confidential information obtained from the other party and undertakes not to:

(i) disclose any such Confidential Information to any person without first obtaining the consent of the other party in writing; and

(ii) use or reproduce any of the other party's Confidential Information otherwise than in performing or giving effect to this Agreement.

(d) Each party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent any unauthorised access or use.

(e) At any time upon written request of the other party, a party must return or destroy any documents which embody the other party's Confidential Information and must not keep any copies in any form, provided that each party may in good faith keep one copy of Confidential Information on a confidential basis for the purpose of determining any continuing legal obligations.

(f) Each party may disclose the other party's Confidential Information:

(i) on a confidential basis to its employees, contractors, officers, agents and advisers who need to know it for the purposes of performing or giving effect to this Agreement, provided that prior to disclosure the relevant party must ensure that those persons are made aware of the confidential nature of the Confidential Information and procure an assurance that any such Confidential Information will be kept confidential;

(ii) to the extent that disclosure is required by law, or by the listing rules of any stock exchange provided that, so far as it is lawful and reasonably practical to do so, prior to such disclosure the party subject to such disclosure requirement will promptly notify the other party and consult with the other party regarding the nature, timing and content of the proposed disclosure; or

(iii) on a confidential basis to the extent that disclosure is required in connection with legal proceedings.
Privacy

(a) Each party agrees, in relation to all Personal information coming into its possession or control as a result of the parties carrying out and fulfilling the aims of this Agreement, to:

(i) comply with any Privacy law, as amended from time to time:
   (A) by which it is bound; and
   (B) by which the other party is bound and in respect of which the other party gives written notice to it to comply as if it was also bound.

(ii) ensure the Personal Information is only used for the purpose of performing its obligations under this Agreement and take all reasonable steps to ensure the personal information is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;

(b) For the purposes of this Agreement:

(i) "Personal information" has the same meaning as in the Privacy and Personal Information Protection Act 1998 (NSW), being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;

(ii) "Privacy law" means the Privacy and Personal Information Protection Act 1998 (NSW) and the Commonwealth Privacy Act; and

(iii) TAFE Western as part of the NSW Technical and Further Education Commission (TAFE NSW) is bound to comply with TAFE NSW policies and the Government Information Public Access Act 2009 and Privacy and Personal Information Protection Act 1998 (NSW) with respect to the public's right of access to Government held information and the privacy and protection of personal information.

(c) Nothing in this clause 10 is intended to require a party to deal with Personal Information in a manner which would cause that party to breach a Privacy law by which it is bound.

Public Announcements

(d) The parties agree to consult with each other before making any public announcements regarding this Agreement or any cooperation contemplated by it.

(e) Each party must obtain the prior written consent from the other party before it uses the other party's name or derivative thereof, or any trademark or logo of the other party in relation to public announcements.