

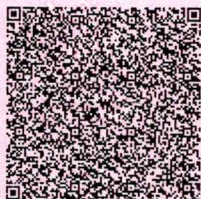


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INDIA NON JUDICIAL
Government of Punjab

e-Stamp

Certificate No. : IN-PB29329066672110X
Certificate Issued Date : 25-Apr-2025 12:34 PM
Certificate Issued By : pbkakasiu
Account Reference : NEWIMPACC (SV)/ pb7059904/ JANDIALA GURU/ PB-AS
Unique Doc. Reference : SUBIN-PBPB705990457075859100234X
Purchased by : MALKIT SINGH
Description of Document : Article 5(d) Agreement - if not otherwise provided for
Property Description : Not Applicable
Area of Property : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : DR GAURAV TEJPAL PRINCIPAL AGC AMRITSAR
Second Party : IGNITE EDUCATION GROUP
Stamp Duty Paid By : DR GAURAV TEJPAL PRINCIPAL AGC AMRITSAR
Stamp Duty Amount(Rs.) : 100
(One Hundred only)
Social Infrastructure Cess(Rs.) : 0
(Zero)
Total Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

IN-PB29329066672110X

PF 0003026273

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
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Education Service Provider Arrangement

Certificate No. : PB29329066672110 X (Dated: 25/04/2025)

Unique Doc. Ref.No. SUBIN-PB PB705990457075859100-
-234X

Stamp Duty Amount (in Rs.) : 100/- (one Hundred
only)

Ignite Education Group

Suite 41, Level 1, 15 - 23 Langhorne Street, Dandenong VIC 3175

AND

Amritsar Group of Colleges

12 Km Stone, NH3, Grand Trunk Road, Meharbanpur, Punjab 143109

AGREEMENT DATED

25-04-25

Ignite Education Group

Suite 41, Level 1, 15 - 23 Langhorne Street, Dandenong VIC 3175

(Hereinafter refer to Party A)

AND

Amritsar Group of Colleges

12 Km Stone, NH3, Grand Trunk Road, Meharbanpur, Punjab 143109

(Hereinafter refer to Party B)

RECITALS

- A. The Institute (Party A) and sister concerns are the providers of Australian qualification education services to the Students.
- B. The Party B in India (Party B) wishes to facilitate the delivery of ASQA accredited Party A's courses in India.
- C. The Institute (Party A) will provide the accredited ASQA courses under licensing arrangement.
- D. The Institute (Party A) will deliver the courses as per ASQA course delivery guidelines, The Party B in India (Party B) will provide all necessary resources required to deliver the Qualification at their campus.
- E. The Parties wish to record the terms agreed between them in this Education Service Provider Arrangement and Memorandum of Understanding.

Education Service Provider Arrangement

1. Objective

- 1.1 The objective of this Education Service Provider Arrangement (ESPA) is to further develop Party A and Party B, through collaboration and association, in the delivery of VET courses under Party A's licences and accreditation, thereby enhancing student enrolment numbers for both parties.

The identified ASQA Courses and Short Courses include:

- DIPLOMA OF HOSPITALITY MANAGEMENT
- DIPLOMA OF BUSINESS
- DIPLOMA OF BUILDING AND CONSTRUCTION (Building)

2. Purpose of this document

- 2.1 This ESPA outlines the intention of Party B and Party A to enter and develop a formal business relationship. The ESPA is based on the MOU agreed between Party A and Party B, along with discussions held between the representative parties.
- 2.2 This ESPA outlines the principles of mutual understanding, mutual benefits, common interest, shared goals, and mutually complementary activities with clear agreement between both parties for these activities to be mutually profitable. The key purpose of the ESPA is to outline the steps involved to deliver Party A's selected courses offshore in the Countryc(India). The ESPA outlines the responsibility of both parties and the commercial terms to ensure viability of the project for both parties to proceed.
- 2.3 This ESPA describes the intentions of Party A and Party B to further develop this collaborative arrangement over time, in line with regulatory, compliance and quality assurance requirements. The initial interest will enable progression towards Party A's DIPLOMA OF HOSPITALITY MANAGEMENT, DIPLOMA OF BUSINESS, DIPLOMA OF BUILDING AND CONSTRUCTION (Building) (course name) courses being delivered in Country.
- 2.4 The Parties acknowledge that the following preconditions, consent, approval and agreement need to be obtained before a binding agreement can be reached in relation to the proposed collaboration:
- (a) Consent of the Office of Academic Affairs (management board) of Party B.
 - (b) Consent of the Academic Board and Governing Board of Party A.
 - (c) Completion of due diligence including any business cases required by either party.
 - (d) Australia Skills Quality Authority (ASQA) consents and approvals.
- 2.5 Each party is to pursue their individual consents and approvals diligently and at their own cost.

3. Proposed Process

3.1 Delivery of Training and Assessment of Courses (DTAC)

- (a) DTAC may be defined from when the first intake of VET students commences until the conclusion of the courses, or when assessment results are released.
- (b) Party B and Party A will operate independently but collaboratively under this ESPA for the delivery of VET courses to Party A students.
- (c) Party A will provide the requirements for the classroom delivery of VET courses to Party B. These requirements will be met by Party B.
- (d) Party B will meet Party A's classroom requirements (such as IT, Hospitality and facilities requisites).
- (e) Party B will identify VET trainers to undertake the VET course TAE40116 - Certificate IV in Training and Assessment, subject to:
 - (i) All VET trainers holding a minimum qualification as per Australian regulatory requirement. Please refer to section 4.0 of this ESPA.
 - (ii) All VET courses are delivered in English, as an Australian Qualification Framework (AQF) requirement.
- (f) Delivery of VET courses to the first intake of students:
 - (i) Party A approved trainers will deliver the courses to students at Party B campuses in Country.
 - (ii) Party A trainers will undertake all course assessments for students at Party B campuses in Country.
- (g) During DTAC, Party A will provide the regulatory, compliance and quality assurance, including ASQA accreditation for Party A's delivery of VET courses. Please refer to section 5.0 of this ESPA.
- (h) Licensing tuition fee arrangements for DTAC:
 - (i) The licensing tuition fee arrangement during the first stage will be based on the individual students' enrolment tuition fees.
 - (ii) The arrangement will be based on Schedule 4 of the MOU.
 - (iii) Party B. must pay Party A the full course fee before the commencement of program delivery
- (i) Party A authorises Party B to use the Party A Intellectual Property (IP) to deliver VET courses Party A IP includes but is not limited to:
 - a. Copyright pertaining to textbooks, newspapers, and journals.

- b. Copyright pertaining digital content, such as websites, videos, and Moodle
- c. VET resources and assessment rubrics and materials.
- (j) A scoping and site inspection of the Party B campuses in Country will be conducted by Party A prior to DTAC commencing. The cost of the scoping and site inspection for all Party A attendees/ASQA Officials will be paid in full by Party B (including airfares and accommodation, excluding incidental costs). The scoping and inspection program is subject to:
 - a. Tour of Facilities
 - b. Arrangement being executed by both parties.
 - c. A minimum number of 90 VET students being enrolled in the first intake.
 - d. An audit and site inspection will be a six-month requirement in the 1st year of the agreement and then annual thereafter. Audits and site inspections will be conducted by Party A's Australian based staff at the Party B campuses in Country over a three-day period for each Audit.
- (k) Party A is responsible for the addition of Country as a delivery location under its ASQA provider registration.

4. Responsibilities

4.1 Party B would be responsible for the following:

- (a) Ensuring that prospective students meet all necessary entry requirements to enable entry into the VET courses, including the completion of the requisite LLN and PTR requirements.
- (b) All matters related to the recruitment, selection, and registration of students in Country during DTAC.
- (c) Working collaboratively with Party A staff in joint marketing activities for the recruitment of students to the VET courses delivered in Country in DTAC. Party B will get approval for all Marketing Materials from Party A before using it for any marketing activities.
- (d) Work collaboratively with Party A to perform all regulatory, compliance and quality assurance functions to meet both the Australian and Country requirements.
- (e) Provide Party A the details of actual fees charged to Students.
- (f) Provide VET trainers holding a minimum qualification as per Australian regulatory requirements.
- (g) Provide all completed assessments to Party A for marking.

4.2 Party A will be responsible for the following:

- (a) Enrolling prospective Party B students and issuing VET qualifications within an agreed Agreement V1

- (b) Working collaboratively with Party B staff in joint marketing activities for the recruitment of students to the VET courses delivered in Country in DTAC.
- (c) Providing Party B with current details of Party A's ASQA accredited VET courses, including but not limited to application forms, brochures, handbooks and prospectuses, course and assessment materials, digital and web-based course content.
- (d) Preparing licensing and quality assurance documentation and certification for both parties and allowing Party B to access to Party A's licencing and quality assurance, pursuant to Section 5.0 of this ESPA and any other agreements entered by both parties.
- (e) Work collaboratively with Party B to perform all regulatory, compliance and quality assurance functions to meet both the Australian and Country requirements.
- (f) All VET Assessors holding a minimum of a Certificate IV in Training and Assessment, as a minimum Australian regulatory requirement.

5. Quality Assurance

- 5.1 Party B and Party A are committed to the maintenance, monitoring and evaluation of all arrangements pertaining to the delivery of VET courses to ensure the quality of the courses leading to the awards for which it is responsible.
- 5.2 Party B and Party A undertake to maintain appropriate records of student academic attainment.
- 5.3 Party B and Party A are committed to the continuous improvement of quality assurance pertaining to the delivery of VET courses to ensure the ongoing quality of the courses.
- 5.4 Party A will be required to travel to Country to inspect the Campuses of Party B, along with quality of Training and Assessment ongoing as outlined;
 - (a) Pre-commencement: Site inspection Audit required
 - (b) DTAC: Party A Compliance Team visit will be required every 6 months to observe Training and Assessment conducted, student services provisions, and maintenance of student records. A 3-day visit will be required every 6 months.
 - (c) Compliance Visits: the cost of the Compliance Visits will be at the expense of Party B. The cost of airfare and accommodation during such compliance visits, will be invoiced to Party B.

6. Term of ESPA, Renewal and Termination

- 6.1 This ESPA sets out the parties' intentions for a period of three (3) years from the date of execution and shall remain in force until either of the parties notify of their intent to renegotiate or amend this agreement in writing.
- 6.2 Both parties may not assign or transfer this ESPA, in whole or in part, without the other party's prior written consent.
- 6.3 These terms embodied in this ESPA may not be amended except in writing signed by both parties.
- 6.4 All parties will review the operation of this ESPA on its first anniversary and annually thereafter.

7. Proposed Financial Arrangements

- (a) Refer to Schedule 4 of MOU.
- (b) Tuition fees are stated in Australian Dollars.

8. Exclusivity & non-compete clause

8.1 Exclusive Partnership

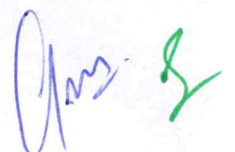
Party B agrees that Party A shall be the sole education provider from Australia for the courses mentioned above for this partnership for a period of three (3) years.

9. Miscellaneous

- 9.1 This ESPA is governed by the laws of Australia and the parties submit to the non-exclusive jurisdiction of the courts of the country.
- 9.2 Party B understand that information may be made available to the relevant professional bodies, the Department of Home Affairs (DOHA), and other Australian government bodies as required by law, including ASQA.

Additional point against 3.1 : The Courses will be delivered in online mode.

Additional point against 4 : The Salary Component of hired Human resources will be shared equally by both the parties.



EXECUTED by Ignite Education Group**Pty Ltd ABN: 89 668 243 329**in accordance with section 127(1) of the
Corporations Act 2001 (Cth):

Signature: _____

Name: GURWINDER SINGHPosition: MD

Signature: _____

Name: _____

Position: _____

EXECUTED by**Amritsar Group of Colleges**in accordance with section 127(1) of the
Corporations Act 2001 (Cth):

Signature: _____

Name: Dr. G. TejpalPosition: Principal

Signature: _____

Name: _____

Position: _____

SCHEDULE 4

of the Memorandum of Understanding

between

Ignite Education Group

Suite 41, Level 1, 15 - 23 Langhorne Street, Dandenong VIC 3175

(Hereinafter refer to Party A)

AND

Amritsar Group of Colleges

12 Km Stone, NH3, Grand Trunk Road, Meharbanpur, Punjab 143109

(Hereinafter refer to Party B)

Current Tuition Fees* - as 25/4/25 (date of effective)

Stage	Licensing Fee in Country (AUD)	VET Courses (1 Year)
DTAC	Licensing Fee based on enrolment number <ul style="list-style-type: none"> Equal to 60 - AUD \$ 5,000 60~150 - AUD \$ 4,500 Above 200 - AUD \$4,000 (charged by course)	<ul style="list-style-type: none"> > DIPLOMA OF BUSINESS > DIPLOMA OF BUILDING AND CONSTRUCTION (Building) > DIPLOMA OF HOSPITALITY MANAGEMENT

- *Note: All tuition fees mentioned above belong to Part A, Party B need to capitalize the fees .
- College will charge \$ 1,200 in addition to the course fee.

Memorandum of Understanding

BETWEEN

IGNITE EDUCATION GROUPPTY LTD (Ignite Education Group) ABN 19 600 113 817 of
95-97 Albert St, BRUNSWICK, VIC, 3056
Ignite Education Group

AND

Amritsar Group of College, 12 Km stone, Amritsar- Jalandhar G. T. Road, Amritsar, Punjab

A. Purpose

The purpose of this Agreement is to establish a twinning arrangement, enabling students who successfully graduate the **agreed courses (in reference to service provider agreement)** with **Amritsar Group of Colleges** the opportunity receive the Qualification, facilitated by **IGNITE EDUCATION GROUPPTY LTD (Ignite Education Group)**.

B. Definitions and Interpretation

In this Agreement:

Advertising and Promotion means any information about Ignite Education Group and its related entities in any written, verbal or electronic format.

Agreement means this Agreement and includes all Schedules and Annexures.

Application means a fully completed application for a place in the Ignite Qualification, together with relevant certified documentation, declarations and signatures.

Credit Transfer means academic credit a **Amritsar Group of Colleges** student may otherwise be entitled to receive and be applied as credit towards a Ignite Education Group Diploma in Hospitality Management/ Diploma in Civil Construction/ Diploma of Business.

Ignite Qualification means the Qualification facilitated by Ignite Education Group and its sister organisations. The qualification consists of multiple units and is also referred to as The Program, details are mentioned in Ignite Education Group Schedule 1.

NVETR Act means the *National Vocational Education and Training Regulator Act 2011* of the Commonwealth of Australia.

Offer means the issue of a formal offer by Ignite Education Group of a place in the Ignite Qualification on terms and conditions.

Personal information has the meaning given in the *Privacy and Data Protection Act 2014* (Vic).

Program Materials means curriculum materials, content, assessments, methodologies, and any other materials produced for or related to the program.

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Prospective Student means a **Amritsar Group of Colleges** student who intends to become, or who has taken any steps towards becoming, a student of the program specified under the terms of this Agreement.

Standards means the Standards for Registered Training Organisations 2015 and the Australian Qualifications Framework (AQF).

Territory means the city of Amritsar, Punjab, India.

Unit means a single unit in the Qualification.

In this Agreement:

- a) a reference to a statute or a section of a statute includes all amendments to that statute or section passed in substitution for the statute or section referred to and incorporating any of its provisions;
- b) "related body corporate" has the meaning defined in the Corporations Act 2001 (Cth) of Australia;
- c) a provision must not be interpreted adversely to a party only because that party was responsible for preparing it;
- d) headings are for convenience only and do not affect its interpretation;
- e) references to a person or words denoting a person includes a company, statutory corporation, partnership, joint venture and association, and includes that person's legal personal representatives, executors, administrators, successors and permitted assigns;
- f) every obligation entered into by two or more parties binds them jointly and each of them severally;
- g) where any word or phrase is defined, any other grammatical form of that word or phrase will have a corresponding meaning;
- h) "includes", "including" and similar expressions are not words of limitation;
- i) all monetary amounts are in Australian dollars; and
- j) reference to any agreement or other document annexed to or referred to in this agreement includes:
 - (i) any amendments to the agreement; and
 - (ii) any documents in addition to or in substitution for the agreement which has been approved in writing by the parties to this agreement.

C. Terms

1. The Ignite Qualification Program will be open to all new students enrolling in the [Diploma in Hospitality Management/ Diploma in Civil Construction/ Diploma of Business] and agree to pay the specified fees.
2. Students will gain admission to the Program by selecting the program when applying to study the **agreed courses**.

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3. Students will apply first to study **agreed courses**. Upon successful registration with **Ignite Education Group**, students may submit an Application to Ignite Education Group in accordance with Ignite Education Group's application procedures. **Amritsar Group of Colleges** will ensure the student has met the minimum eligibility requirements, as set out in Schedule 2 of this agreement. Ignite Education Group will confirm with **Amritsar Group of Colleges** in writing when a student application for the Ignite Qualification has been accepted by Ignite Education Group.
4. Ignite Education Group will collect and assess Applications from **Amritsar Group of Colleges** in accordance with its own admissions policies, procedures and standards as established from time to time. The fact that a student has previously been accepted to the **Amritsar Group of Colleges agreed courses** is not an indication or guarantee of enrollment with Ignite Education Group.
5. During the course of study, **Amritsar Group of Colleges** will be responsible for the collection of evidence towards the completion of learning and assessment for both the **agreed courses** and the Ignite Qualification. Ignite Education Group will work with **Amritsar Group of Colleges** to ensure evidence collection meets AQF Standards.
6. **Amritsar Group of Colleges** students will generally fulfil the requirements for issuance of the Ignite Qualification by having successfully completed the learning and assessment components of the compulsory units of **Ignite Education Group agreed courses**.

Ignite Education Group will issue a letter to applicants that confirms that applicants have completed these requirements, providing a copy to Ignite Education Group. After reviewing this letter, Ignite Education Group will issue the Certificate for the Qualification to the relevant students.

7. Students will be governed by the applicable academic rules, codes of conduct, and other applicable policies which are in effect at the **Amritsar Group of Colleges** during the courses of their studies.
8. Students will pay regular tuition and other applicable fees to **Amritsar Group of Colleges** as they are attending each semester/term.

Amritsar Group of Colleges must pay **Ignite Education Group** the agreed fee as per **Schedule 4** for each student accepted into the Ignite Qualification under the terms of this Agreement. **Amritsar Group of Colleges** can pass these costs onto the student, but **Amritsar Group of Colleges** is responsible for payment to **Ignite Education Group**. **Amritsar Group of Colleges** must not charge students a participation fee that exceeds the agreed amount for the Ignite Qualification.

9. **Amritsar Group of Colleges** must provide Ignite Education Group with a list of students, commencement dates, and fees charged before commencement of program delivery.

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10. **Amritsar Group of Colleges** must pay Ignite Education Group full Diploma in Hospitality Management/ Diploma in Civil Construction/ Diploma of Business payment before the commencement of program delivery.
11. Students will be entitled to receive both the **Amritsar Group of Colleges** degree and the Ignite Qualification upon successful completion of the Program (applicable only for dual Qualification program). The **agreed courses** must be awarded by **Amritsar Group of Colleges** before the Ignite Qualification is awarded by Ignite Education Group, even if the student has satisfied all of the requirements for the Ignite Qualification, in case of standalone Ignite Qualification program students will be entitled to receive the Ignite Qualification Certificate upon successful completion of the Program .
12. **Amritsar Group of Colleges** understands and agrees that Ignite Education Group must comply with the *Privacy and Data Protection Act 2014* enacted by the State of Victoria, Australia. This Act may, in certain cases, restrict the transfer of students' personal information between institutes.
13. Each of Ignite Education Group and **Amritsar Group of Colleges** will take responsibility to deal with the appropriate legal, professional, and governing bodies in its jurisdiction in order to ensure the Program is organised and administered to meet the necessary accreditation standards. Any regulatory issues will be resolved prior to the inaugural year of the Program. Also, each party will undertake to provide reasonable efforts to assist students in dealing with any special problems that may arise as a result of the international nature of the Program.
14. **Ignite Education Group** and **Amritsar Group of Colleges** will each appoint at least one representative to serve as an administrative point of contact with regard to the Program. This representative is to be named in Clause 46 of this agreement.

D. Intellectual Property

15. **Ignite Education Group** retains exclusive ownership of all intellectual property rights, including but not limited to copyright, trademarks, patents, trade secrets, and any other proprietary rights in relationship to all program materials produced by Ignite Education Group for the program.
16. **Ignite Education Group** grants **Amritsar Group of Colleges** a non-exclusive, non-transferable, revocable license to use the Program Materials solely for the purpose of delivering the program as part of the agreed twinning program with **Ignite Education Group agreed courses**.
17. **Amritsar Group of Colleges** shall not:
 - a. Modify, adapt, or create derivative works of the Program Materials without prior written consent **from Ignite Education Group**;
 - b. Sublicense, sell, rent, lease, or otherwise transfer the Program Materials to any third party;

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- c. Use the Program Materials for any purpose other than the delivery of the program;
 - d. Remove, alter, or obscure any copyright notices or other proprietary rights notices on the Program Materials.
18. The obligations and rights under this clause shall survive the termination or expiration of this agreement. However, on termination of this agreement, for any reason, Ignite Education Group may revoke the license set out in clause 16 of this agreement.

E. Exclusivity

19. Nothing in this Agreement prevents Ignite Education Group from entering into collaborative arrangements with other organisations covering the same subject matter.
20. **Amritsar Group of Colleges** may also enter into similar arrangements with other institutes, however must receive prior written consent from Ignite Education Group should they wish to partner with another Australian institute, or enter into another agreement related to **agreed courses**.
21. This agreement gives **Amritsar Group of Colleges** the rights to deliver the program within the agreed Territory. Should **Amritsar Group of Colleges** wish to deliver the program outside the Territory, it may only do so after receiving written approval from **Ignite Education Group**.

F. Indemnity and Liability

22. **Amritsar Group of Colleges** shall indemnify, defend, and hold harmless Ignite Education Group, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, expenses, and costs (including reasonable attorney's fees) arising out of or related to:
- a. Any breach by **Amritsar Group of Colleges** or **Ignite Education Group** of its obligations under this agreement;
 - b. Any negligent act, omission, or willful misconduct by the **Amritsar Group of Colleges** or **Ignite Education Group** or its employees, agents, or subcontractors in the performance of this agreement;
 - c. Any claim by a student or third party in relation to the delivery of the program
 - d. Any violation or alleged violation of applicable laws, regulations, or accreditation standards by both the parties (**Amritsar Group of Colleges** or **Ignite Education Group**).
23. Both parties shall maintain appropriate insurance coverage, including but not limited to professional liability insurance and general liability insurance, with limits of liability adequate for their respective obligations under this agreement.
24. Upon signing this Agreement and as reasonably required by Ignite Education Group from time to time, **Amritsar Group of Colleges** must provide Ignite Education Group with documentary evidence of having affected the relevant insurance cover with a reputable insurer. Documentary evidence must include policy numbers, name of

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insurer(s) and expiry dates and coverage of any sub-contractors or agents of the Service Provider.

G. Commencement, renewal, termination and amendment

25. This Agreement is effective as of the date of signing by the last party to sign.
26. Either party can terminate this Agreement at any time by giving the other party not less than six (6) months prior written notice.
27. **Ignite Education Group** may terminate this Agreement at any time and with immediate effect by giving notice to **Amritsar Group of Colleges** if **Amritsar Group of Colleges** breaches any provision of this Agreement and fails to remedy any such breach within a period of thirty (30) days from the date of written notice of such breach given to **Amritsar Group of Colleges** by **Ignite Education Group**.
28. In the event that **Amritsar Group of Colleges** is unable to enroll 90 (at least 30 per course) paying students into the program in a given year, **Ignite Education Group** may terminate this agreement with immediate effect.
29. The termination of this Agreement by either party does not affect any accrued rights or remedies under this Agreement.
30. Subject to the earlier termination of the Agreement in accordance with this agreement, the term of this Agreement is five (5) years from the date on which this Agreement is signed by the last party ("Initial Term").
31. Subject to agreement by both parties, the term of this Agreement may be extended for further periods of five (5) years beyond the Initial Term. Negotiations shall commence not less than six (6) months from the expiry of this Agreement.
32. This Agreement may only be varied in writing signed by both parties.
33. If the Program is discontinued for any reason whatsoever, **Ignite Education Group** and **Amritsar Group of Colleges** agree to continue to provide the services under this Agreement to students who have already been accepted to and/or are already participating in the Program.

H. Nature of relationship

34. Nothing contained in this Agreement constitutes either party as agent, employer, partner, trustee or joint venture of the other party or creates any agency, employment relationship, partnership, trust or joint venture arrangement for any purpose whatsoever.
35. **Amritsar Group of Colleges** may recruit students into its agreed courses on the understanding that its students may be eligible to achieve the Ignite Qualification under this agreement.



36. **Amritsar Group of Colleges** agrees not to recruit or otherwise induce its students to undertake study at **Ignite Education Group** on the basis that under this Agreement, **Amritsar Group of Colleges** students will be assured or guaranteed of any subsequent enrolment at **Ignite Education Group**.
37. The parties agree that **Ignite Education Group** is the final arbiter of Prospective Students' applications for enrolment in the Ignite Qualification.

I. Advertising

38. **Amritsar Group of Colleges** agrees to:
- a. only undertake any form of Advertising and Promotion (either written or in electronic format) about Ignite Education Group with the prior written approval of Ignite Education Group and in accordance with the obligations under the NVETR Act set out in Schedule 3;
 - b. use any registered or unregistered trademark related to Ignite Education Group or any of its related entities only if it obtains the prior written approval of Ignite Education Group;
 - c. publicise the arrangement with **Ignite Education Group** under this Agreement to **Amritsar Group of Colleges** students and Prospective Students and their families in a manner that is not misleading; and
 - d. not make any false or misleading comparisons between Ignite Education Group and any of its related entities and any other provider of education and training.

J. Information for Prospective Students

39. **Amritsar Group of Colleges** agrees to inform Prospective Students interested in undertaking the Ignite Qualification, in writing, prior to lodging an application for entry into the Ignite Qualification that:
- a. successful completion of their **agreed courses** to date will not assure or guarantee the Prospective Student of the Ignite Qualification certificate;
 - b. information about studying at **Ignite Education Group** can be obtained by visiting Ignite Education Group online at <https://igniteeducationgroupedu.com.au/>; and
 - c. **Amritsar Group of Colleges** is not an agent of Ignite Education Group.

K. Non-Disclosure and Confidentiality

40. Confidential Information means any information, whether oral, written, or in electronic form, that is disclosed by one party (Disclosing Party) to the other party (Receiving Party) in connection with this agreement, including but not limited to:
- a. The Program Materials, curriculum content, and assessment methodologies;
 - b. Business plans, strategies, and financial information;
 - c. Student data and records;
 - d. Technical know-how and trade secrets;
 - e. Any other information marked as confidential or that should reasonably be understood to be confidential given the nature of the information and the

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circumstances of disclosure.

41. The Receiving Party agrees to:
- Keep all Confidential Information strictly confidential;
 - Use Confidential Information solely for the purpose of performing its obligations under this agreement;
 - Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
 - Limit access to Confidential Information to its employees, agents, and subcontractors who have a need to know and who are bound by confidentiality obligations no less restrictive than those in this agreement;
 - Take all reasonable precautions to prevent unauthorized use, disclosure, or dissemination of Confidential Information;
 - Promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information.
42. Upon termination of this agreement or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof, and certify in writing that it has done so.
43. The confidentiality obligations under this clause shall remain in effect after the termination or expiration of this agreement.

L. Maintenance and inspection of records

- (a) The Licensee must maintain separate and accurate financial records and books of account for the enrolled students and enrolment fees for a period of 7 years (Accounting Records).
- (b) The Accounting Records must be kept in sufficient detail in a manner approved by the Licensor and must include for each student/learner/client:
- Enrolment period (start and end dates);
 - the net enrolment fee charged; and
 - any other information reasonably required by the Licensor relevant to:
 - student performance records, results, and relevant academic data;
 - credentials of the teachers/trainers; and
 - student complaints, appeals, and feedback data.
- (c) The Licensee must:
- permit an accountant or auditor of the Licensor to inspect and verify the Accounting Records if and when required;
 - give all assistance necessary to the Licensor's accountant or auditor to carry out their inspection and verification of the Accounting Records; and
 - permit the Licensor's accountant or auditor to take copies of any Accounting Records.

M. Governing Law and Dispute Resolution

44. The parties are committed to approach any matter in this Agreement in a collaborative and cooperative manner. In the event of any dispute arising between

the institutes over the interpretation or implementation of Agreement, before any recourse to law, the dispute will first be referred to the **head of Amritsar Group of Colleges** and the **CEO of Ignite Education Group** who will attempt to resolve the matter in good faith within a reasonable time.

45. This Agreement will be governed by and construed in accordance with the laws of the State of Victoria, Australia.

N. Sanctions Law

46. **Amritsar Group of Colleges** undertakes not to engage in any act, which may result in **Ignite Education Group** contravening an Australian Sanctions Law. For the purposes of this clause, Australian Sanctions Law means any law prohibiting or restricting dealings with proscribed states, persons or entities or seeking to prevent the proliferation of weapons, including but not limited to laws implementing the sanctions imposed by the United Nations Security Council.


O. Notices

47. A notice under this Agreement must be in writing and send by registered mail or electronic mail to the party at the address below or otherwise notified:

Ignite Education Group Education	Amritsar Group of Colleges
NAME: <u>GURVINDER SINGH</u>	NAME: <u>Dr. G. Tejpal</u>
DESIGNATION: <u>M.D.</u>	DESIGNATION: <u>Principal</u>
LOCATION: <u>AGC Amritsar</u>	LOCATION: <u>Amritsar</u>
PHONE: <u>761 415 733 000</u>	PHONE: _____
EMAIL: <u>Principal@igniteedu.com</u>	EMAIL: <u>Principal@amritsar.edu.in</u>

P. General

48. **Ignite Education Group** will ensure it maintains the necessary registrations in Australia in order to deliver and issue the Ignite Qualification and will inform **Amritsar Group of Colleges** should there be a substantive change to any of these registrations.
49. As and when required by **Ignite Education Group**, and or the Australian regulator, **Amritsar Group of Colleges** will make available all records of delivery of the program for audit and review.
50. This Agreement constitutes the complete and full agreement between the parties as to its subject matter and replaces and supersedes any prior arrangement or agreement between the parties in relation to that subject matter.
51. This Agreement may be signed in counterparts. All counterparts constitute the one Agreement when taken together.



52. An electronic copy of a signed counterpart sent with an email from the signatory party confirming that it is a copy of the original signed counterpart shall have the same legal force and effect as the original signed counterpart. Each party hereby waives any right to raise any defence or waiver based upon exchange of counterparts of this Agreement by means of electronic exchange or upon electronic storage of the fully executed Agreement.

Compulsory units of the Amritsar Group of Colleges [DIPLOMA IN HOSPITALITY MANAGEMENT/ DIPLOMA IN CIVIL CONSTRUCTION/ DIPLOMA OF BUSINESS] to be completed by Amritsar Group of Colleges students prior to being issued the Ignite Qualification (clause 5) (Only Applicable to Dual Qualifications Program)

[illegible]

Note: Amritsar Group of Colleges will notify Ignite Education Group if there are any changes to the Amritsar Group of Colleges agreed courses compulsory units.




SCHEDULE 2**Minimum Entry requirements for Ignite Qualification (SIT50422)**

To be eligible for this program, applicants must meet the following minimum eligibility requirements, and receive confirmation of their successful application by Ignite Education Group.

- Applicants must be 18 years of age or above
- Applicants must have successfully completed year 12 or equivalent.
- Applicants must have successfully been enrolled in **Ignite Education Group** agreed courses.
- Applicants must have studied in English medium up to Class 12th (Senior Secondary Education) OR the following results, or better, in a recognized English language examination:
 - IELTS 5.5 or TOEFL PB 506, TOEFL IBT 62, PTE Academic 46, CAE & CPE (from 2015) 162
- Successful completion of Pre-training review (PTR) & LLN Level 3



SCHEDULE 3**Obligations under the National Vocational Education and Training Regulator Act
2011**

1. The promotion of the Ignite Qualification by **Ignite Education Group** and **Amritsar Group of Colleges** is subject to the obligations imposed by the NVETR Act and Standards for Registered Training Organisations. The parties acknowledge that this arises by virtue of any acts of representation by **Amritsar Group of Colleges**, its servants and agents in connection with Ignite Qualification. Accordingly, this Schedule sets out the provisions that Ignite Education Group must ask **Amritsar Group of Colleges** to comply with.
2. Pursuant to **Ignite Education Group** obligations under the NVETR Act and Standards for Registered Training Organisations, **Amritsar Group of Colleges** agrees to perform its obligations under this Agreement observing the highest standards in honesty, quality of service and ethics and in accordance with the, including without limitation:
 - Ensure all training delivered meets the training package requirements, delivered by a trainer/assessor with the minimum required qualifications and relevant industry experience.
 - Ensure systematic monitoring of training and assessment strategies is conducted and continuous improvement practices are implemented.
 - Ensure all procedures and timeframes for issuing AQF certifications are followed and relevant documentation is collected.
 - Ensure student records are maintained and shared with Ignite Education Group in a timely manner.
 - Ensure complaints and appeals are recorded, acknowledged and dealt with fairly, efficiently and effectively, inline with Ignite Education Groups complaints policy.
 - Notify Ignite Education Group of material changes or events that effect the delivery of the program.
 - to promote the Ignite Qualification with integrity and accuracy;
 - to provide Prospective Students with accurate information about **Ignite Education Group**;
 - to provide Prospective Students with accurate information regarding all of the fees payable to **Amritsar Group of Colleges** and to **Ignite Education Group** for the Ignite Qualification by way of an itemised list;
 - not to publicise the Ignite Qualification to Prospective Students and their families or other education and training providers in a manner that is misleading or untrue or in a manner that is likely to mislead;
 - to recruit/select Prospective Students in an honest, ethical and responsible manner;
 - to ensure that all necessary evidence and documentation accompanies a Prospective Student's Application or acceptance;
 - to ensure Prospective Students provide to Ignite Education Group accurate contact details, including updates of these details as necessary;
 - not to publish information that is misleading, inaccurate or damaging about **Ignite Education Group** or another Australian tertiary institution;

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- not to guarantee or imply the availability of employment to Prospective Students while they are enrolled with Ignite Education Group;
- not to guarantee or imply immigration or residency opportunities for Prospective Students while studying or after graduation in Australia;
- to accept no inducement for and make no promises about attending Ignite Education Group;
- not to charge directly or indirectly any fee to Prospective Students or any other person in connection with this Agreement without first seeking Ignite Education Group's written permission;
- Ignite Qualification, facilities, equipment and resources based on the material provided by Ignite Education Group or agreed to by Ignite Education Group.



SCHEDULE 4

Number of Students	Cost per Student
Equal to 60 per annum*	\$5,000
Between 60 – 150 per annum*	\$4,500
Above 200 per annum*	\$4,000

***a minimum of 30 students per Diploma in Hospitality Management/ Diploma in Civil Construction/ Diploma of Business in a batch is mandatory.**

*** Note: All tuition fees mentioned above belong to Part A, Part B need to capitalize the fees.**

*** College will charge \$ 1,200 in addition to the course fee.**

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Signed for and on behalf of

IGNITE EDUCATION GROUP LTD
by its authorised representative

NAME :

DESIGNATION :

SIGNATURE: 

DATE: 25/04/2025

Witnessed by:

Amritsar Group of Colleges
by its authorised representatives

NAME :

DESIGNATION :

SIGNATURE: 

DATE: 25/4/25

Witnessed by:

1. NAME : Dr. Dipti Malhotra

DESIGNATION: Dean CCIE

SIGNATURE: 

DATE: 25-04-2025

1. NAME : Dr. Upain Ks Bhatia

DESIGNATION: Dean (Academics)

SIGNATURE: 

DATE: 25.04.2025

2. NAME : INDERJIT SINGH

DESIGNATION: Director

SIGNATURE: 

DATE: 25/4/25

2. NAME : VIKAS BHARTI

DESIGNATION: IEG

SIGNATURE: 

DATE: 25/04/25