



HCLA
Health Careers Language Academy

MEMORANDUM OF UNDERSTANDING

between

Institute of Health and Management Pty. Ltd.

trading as

Health Careers Language Academy

CRICOS Provider Code: 03407G

ABN 19155760437

And Smart Academy trading as

Business Leadership Institute Australia

CRICOS Provider Code: 03414J

ABN 85127727486

Article 1

Purpose

This Memorandum of Understanding (MOU) is intended to promote cooperation and establish an informal relationship between Health Careers Language Academy and Smart Academy. for the purposes of international student recruitment. This MOU is not a legal agreement; however, all parties commit to using their best endeavours to achieve its purpose.

Both parties agree to the following basic principles:

- The delivery of quality English language and academic programs to international students in Australia.
- A commitment to ethical student recruitment practices consistent with obligations of each provider under the ESOS Act, National Code and ELICOS National Standards (where applicable).
- A commitment to look at further areas of co-operation for joint promotional/marketing opportunities between both parties for student recruitment purposes.
- A commitment to providing students and prospective students a good student experience.
- To respect the right of both signatory parties to maintain integrity of their respective admissions processes and course minimum entry requirements.
- Each party will ensure to the respect the name and reputation of the other and will consult with each other where appropriate.

This agreement will commence from date of signing by both parties and remain in force for a period of three (3) years. If the MOU remains dormant for a 12-month period, it will be deemed to have lapsed. Both parties may review their participation in the agreement at any time and may withdraw from the agreement (with written notification to the other signatory) if it no longer suits their business requirements. This MOU may also be renegotiated and updated as per operational requirements of both signatories. This agreement also makes no financial liabilities on either signatory party.

Article 2

English language proficiency requirements

1) Course entry requirements

Health Careers Language Academy recognises that each course of study offered by Smart Academy has established minimum English language proficiency requirements for admission that must be met by all applicants to their institution. Courses offered may also have additional academic or other entry requirements (such an interview, or submission of portfolio, for example) that applicants must meet for admission. Both parties agree to respect course minimum entry requirements.

2) Recognition of courses offered by Health Careers Language Academy for English proficiency purposes

Health Careers Language Academy (HCLA) offers English Language Intensive Courses for International Students (ELICOS) including General English and English for Academic Purposes (EAP). The course outcomes of General English and EAP have been mapped to their IELTS equivalencies as per the chart below. Smart Academy agrees to recognise the following HCLA course outcomes as comparable scores in the Academic International English Language Testing System (IELTS) as follows for purpose of admission to some of their courses:

HCLA ELICOS Level Equivalence

Common European Framework of Reference (CEFR)	Proficient user	C2		IELTS	9
		C1	EAP 2		8
	Independent user		EAP 1		7.5
		B2	Upper Intermediate		7
		B1	Intermediate		6.5
			Pre-Intermediate		6
	Basic user	A2	Elementary		5.5
		A1			5
					4.5

Upon successful completion of their course of study, as a standard process, Health Careers Language Academy will issue each student with a certificate of completion with an overall score and scores in reading, writing, listening and speaking. It is expected that the student will provide their completion certificate to DeakinCo.to demonstrate that they have met the required minimum exit score for admission. If English proficiency requirements have now been met and the student has been issued with a conditional offer, then DeakinCo.is expected to confirm the offer and allow the student to commence studies on the intended due date. In the event the student does not meet the required General English or English for Academic Purposes scores required for course entry at their destination school; the student will receive appropriate advice from Health Careers Language Academy academic staff and may need to defer their intended commencement for their primary course to a future intake.

3) Potential areas of co-operation - Both parties will endeavour to co-operate in areas including but not limited to:

- Health Careers Language Academy may choose to promote DeakinCo.as a potential destination school in its agent and student marketing communications, course brochures and on the HCLA website (www.hcla.edu.au) in the form of a small company logo and hyperlink to their website.
- Smart Academy may choose to promote Health Careers Language Academy as an approved English language pathway provider on their website and in their agent and student marketing communications, course brochures and on their website in the form of a small company logo and hyperlink to their website.
- A commitment to looking at potential opportunities for shared international student recruitment activities – including but not limited to events such as open days, school visits, student recruitment fairs and expos, and/or sending representatives to speak to each other’s prospective students, campus tours, and educational field trips. Cost sharing arrangements for combined marketing and recruitment activities may be negotiated between both parties on a case-by-case basis.
- Smart Academy may choose to issue conditional offers to international students for some or all courses in its scope to enable international students to package their courses for student visa purposes.
- Health Careers Language Academy is to be chiefly responsible for conducting English language assessment and determining an appropriate study plan for its students to reach their desired English proficiency level. Where students are not deemed to meet minimum requirements for direct entry to the EAP program, Health Careers Language Academy may recommend additional English study and package multiple English courses.
- Health Careers Language Academy has provision to provide language support classes to students at negotiated rates of fees.
- Each party may choose to share market intelligence to assist each other in student recruitment activities if deemed relevant.

- Each party may examine areas where co-operation can be established on English and foreign language social media and digital platforms.
- Each party may choose to explore further partnership options for a more binding agreement.

Article 3

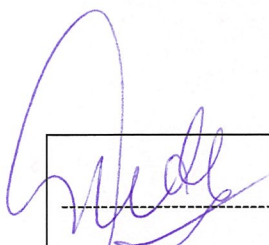
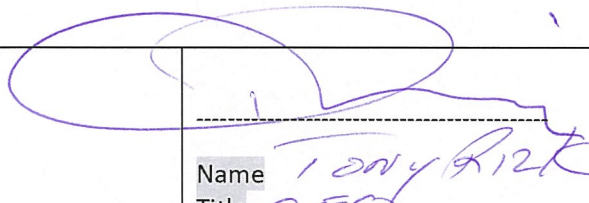
Limits of the MOU

- 1) Both parties agree to maintain their own relationships, remuneration structure and contractual agreements with their own education agents where appropriate. The relationship between one signatory and their contracted agent has no bearing or obligation on the other party.
- 2) Each party maintains full discretion over which applicants are admitted to their respective courses. In other words; an offer of admission issued to a student from one signatory course provider does not automatically guarantee an offer of admission from the other.
- 3) Each party maintains full discretion over setting minimum English language proficiency and academic entry requirements to their courses or as required by external bodies such as government agencies.
- 4) Both parties agree to act ethically and in good faith in any negotiations or any joint marketing activities.
- 5) Each party will maintain their own admissions processes and student recruitment practices. The integrity of each signatories' admissions processes is assured.
- 6) Each party maintains their own credit recognition processes and other articulation agreements with third parties.
- 7) This MOU places no formal obligations on the other to accept any student and is not legally binding.
- 8) Either signatory may choose to withdraw from the MOU at any time with written notification. In the event of this however, it is expected both parties will endeavour to minimise disruption to future commencing students.

Remuneration:

Health Careers Language Academy agrees to pay **25%** commission to **Smart Academy** on every successful enrolment referred by **Smart Academy**

IN WITNESS THEREOF, the parties hereto have offered their signatures:

 Sue Bidesi Principal Administrator Health Careers Language Academy	 Name <u>Tony Ritz</u> Title <u>CEO</u> Smart Academy
Date: <u>31/10/2018</u>	Date: <u>31/10/18</u>