

# Overarching Memorandum of Understanding (MoU)



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## Overarching Memorandum of Understanding (MoU)

This agreement is made between

- (1) The **R V Institute of Management ('RVIM')** is one of the 26 leading educational institutions of national and international reputation, which forms part of *Rashtreeya Sikshana Samithi Trust*. RVIM registered address is CA 17, 36<sup>th</sup> Cross, 26<sup>th</sup> Main, 4<sup>th</sup> 'T' Block, Jayanagar, Bengaluru, 560041, India; and
- (2) The **NOCN Group** is a UK education and skills charity (registered company number 03829217 and registered charity number 1079785) whose registered office is at the Acero Building, 1 Concourse Way, Sheaf Street, Sheffield, S1 2BJ, the UK ('**NOCN**'); It has a subsidiary company based in Delhi India, 'NOCN India Skills Foundation' which will support NOCN's input in this MoU implementation.

### 1 The Parties

- 1.1 **NOCN Group** is an education and skills charity established in 1987 based in Sheffield, South Yorkshire in the UK, with the aim to help unemployed jobseekers, e.g., adults and young people secure sustainable employment and develop themselves by collaborating with employers, training providers and individuals. NOCN Group achieves these activities through several defined areas of work:
  - As a large regulated international Awarding Organisation approved by Ofqual (England), CCEA (Northern Ireland) and Qualification Wales, providing certification and validation for regulated qualifications;
  - A market-leading independent apprentice End Point Assessment Organisation regulated by the Institute for Apprenticeships & Technical Education in the UK for Trailblazer Apprenticeship Standards;
  - Access to Higher Education – Practical Vocational Diplomas entry to UK universities – approved by The Quality Assurance Agency for Higher Education in the UK;
  - Accreditation and Short Courses – endorsed programmes. Holder of competence based 'SMART Job Cards';
  - Assessment services, Training of Trainers and Training of Assessors programmes; and
  - Consultancy and research services.
- 1.2 **R V Institute of Management (RVIM)** was formed in 1999 as a business school, with the purpose of providing quality management education to aspiring young people. With primary aim is to educate and train potential future managers to develop capability to lead business enterprises effectively in reaching their corporate goals and set a benchmark for others to emulate. RVIM, is one of the twenty-seven leading educational institutions of national and international reputation, managed and forms part of the *Rashtreeya Sikshana Samithi Trust*, which has been spearheading the cause of higher education in several sectors since 1940.



## 2 Scope of Work

- 2.1 NOCN, and RVIM have agreed to work together in skills development space, needed to continuously improve India's next generation of new managers and professionals with the right skills and abilities that are recognised at the global standards of excellence to effectively compete in the international market. Moreover, to collaborate to drive up the level skills and competence towards recognised international standards through delivery of NOCN higher level productivity credentials e.g. UK Level 5 and Level 7 or against the equivalent 'Indian Skills Level Pyramid', i.e. **Level 6 and Level 9 respectively** for RVIM students and for the professional seeking continuous professional development to enable career progression, sustainable employment and social mobility.
- 2.2 The scope of this agreement can only be extended by mutual agreement by both parties.

## 3 Objective

- 3.1 RVIM and NOCN have agreed to work together in order to provide a series of online management certificated courses for India, supported by face-to-face training provided by RVIM. RVIM will decide the 'local name' in agreed discussions with NOCN. RVIM will promote these courses and NOCN will oversee quality assurance and assess the courses. The certification will be a UK regulated qualification with the certificate displaying the UK regulatory logo of Ofqual (UK) and issuing awarding organisation, e.g. NOCN's UK Logo as a regulated awarding organisation.
- 3.2 There will be different modules, this will utilise NOCN's current UK regulated online short courses which have already been revised by NOCN for the local Indian market subject to input by RVIM.

## 4 Definition:

- 4.1 The NOCN Productivity training programme that will include specification and units with learning outcomes and assessment criteria. In case of new level 7 productivity credential, content and assessment will be online

## 5 Agreement

- 5.1 Both parties to agree:
  - a. RVIM will market the management certificated course to students/external candidates with NOCN providing materials and information to RVIM to support them;
  - b. RVIM will provide the face-to-face blended learning component of the course to candidates and corporate clients in India. NOCN will support the RVIM Trainers/Lecturers to deliver this part of the offering, by providing 'Training of Trainer' support;
  - c. RVIM will register individual candidates through its website into NOCN's platform in accordance with the agreed procedures. NOCN will provide support and course information to RVIM in order to set up this arrangement;
  - d. RVIM will deal with candidate authentication and authentication of candidates completed examinations, pre-registration queries as well as any queries related to payment and receipt of the certificate;
  - e. RVIM will collect charges from the candidates and pay the agreed fee to NOCN;
  - f. RVIM will distribute certificates to successful candidates. The Certificates will be UK Government regulated certificates and will carry the UK Government Regulator's logo as well as RVIM's and NOCN's;
  - g. Candidates will be given an agreed period to complete the Course and take the examination. This will be agreed by the parties dependent on the requirements of candidates and corporate clients;



- h. NOCN will deliver these online management certificated courses, for candidates in India using NOCN's online IT Platform. This will include the provision of learning content, assessments, marking, providing results, feedback and certification. NOCN will deal with candidate's queries in respect of the delivery of the courses. The successful candidates will receive a UK Government and internationally recognised qualification certificate;
- i. NOCN will process, award successful candidates and produce the UK Regulated Certificate to be sent to RVIM. NOCN will use a certificate template set by the UK Government for UK and internationally recognised qualifications. This will include RVIM's logo as well as NOCN's as the regulated awarding organisation;
- j. RVIM will retain **15% of agreed tuition fees** to cover the institution's operations and administrative costs and will pay **NOCN 85% share of the tuition fees** paid by the candidate as per the structure mentioned below for all the external verification and assessment work on NOCN Productivity qualifications. The 15% to be used for a discretionary '*Academic Education Trust*'.  
  - k. The invoice would be raised by NOCN by its subsidiary company NISF (Registered company details: CIN: U80200DL2017NPL319311 | PAN: AAFCN6721M).

## 6 Commercials and Certificated Levels

- NOCN Level 7 | **Certificate in Strategic Leadership of Performance and Productivity - 28 Credits**
- NOCN Level 7 | **Diploma in Strategic Leadership of Performance and Productivity - 38 Credits**
- NOCN Level 7 | **Extended Diploma in Strategic Leadership of Performance and Productivity - 66 Credits**

### Proposed RVIM Pricing tuition fees| INR₹ | India

- **Certificate** ₹25000 INR + GST
- **Diploma** ₹50000 INR + GST
- **Extended Diploma** ₹75000 INR + GST

RVIM will need to pay an **annual registration fee** for 'NOCN Centre Recognition' as an approved international centre is **₹85,600 INR + GST** to support and update on quality assurance support and guidance.

RVIM will need to pay a support and update on quality assurance support and guidance. As a gesture of goodwill, NOCN will not charge professional fee and other indirect expenses to RVIM. NOCN will take undertake the responsibility of expenses in the UK for travel, transport, applying for Indian Travel and associated VISA fees, documentation etc. For all Indian expenses, eg annual quality assurance visits undertaken by NOCN, i.e. local hospitality, including boarding/overnight accommodation, local conveyance etc. shall be undertaken by RVIM.

NOTE: Please see Addendum 1 for summary of **UK Level 7 Strategic Leadership of Performance and Productivity qualification**.

- 6.1 The NOCN Productivity training programme that will include specification and units with learning outcomes and assessment criteria.
- 6.2 Both parties will respect the other party's intellectual property rights and act in a manner which will protect the reputation of the other. In this respect RVIM will also respect the intellectual property rights of NOCN's partner organisations that provide any materials and content for the management courses;



- 6.3 Both parties will keep confidential all information provided to it by the other Party, including any commercially sensitive information as well as personal data of candidates.
- 6.4 NOCN agrees to only deliver the Indian versions of the management certificated courses, and any components of this or other courses as agreed between the two parties, in India through RVIM; whilst this agreement is in force and provided RVIM successfully markets the course.
- 6.5 By agreement both parties may decide to an agreed discount for large volumes ordered by a corporate client.
- 6.6 The agreement will be managed by *Dr Purushottam Bung* for RVIM and *Professor Daniel Prakash Khan, OBE* on behalf of NOCN.
- 6.7 The agreement may be varied by mutual consent of both Parties. This will include mutually agreeing to deliver the courses in countries other than India. This agreement can be terminated by the parties by one party giving three months' notice to the other party unless otherwise mutually agreed by all parties.
- 6.8 The NOCN Productivity portfolio training programme that will include specifications, units, learning outcomes and assessment criteria.

## 7 Agreement

- 7.1 The parties agree to work together for the furtherance of this objective in a number of ways including, but not limited to the development and delivery to support the Govt. of Karnataka and at national level for the management and professional sector through:
  - Establishing NOCN recognised centre for management/productivity and related skills;
  - Training and assessment of India NOS/QPs to a standard required by the employers;
  - Training and certificating to international standards;
  - Developing new courses to improve the quality of training, including those to bridge the gap with international standards;
  - Introduction of Apprenticeship model for first line managers including help and assistance with adaptation of the UK approach to meet the Indian context;
  - Consultancy support from NOCN to advise RVIM on the upgrading of their facilities and sharing of good practice to match international standards.
- 7.2 Establishing an NOCN recognised centre might be funded by:
  - State/Federal government support;
  - NSDC/World Bank support; and
  - Commercial operation with the parties making an investment contribution to development.
- 7.3 The parties will consider these options as part of deciding the way forward. Under this MoU agreement, the parties will jointly develop from time to time specific agreed proposals to be implemented for services, products or projects, which will include the relevant specific commercial arrangements.
- 7.4 This MOU does not constitute a formal legal partnership and the organisations remain free to undertake their functions and business outside of this agreement. This MOU will be valid initially for a **period of two years** and may be extended for a further period by mutual consent by both parties.

## **8 Information and Confidentiality**

- 8.1 The parties shall keep confidential any Commercially Sensitive Information relating to this agreement including the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Commercially Sensitive Information relating to this agreement or the parties.

## **9 Data Protection**

- 9.1 Each party shall comply with all Data Protection legislation and regulations enforced from time to time in country and in the UK.

## **10 Insurance, Legislation and Taxation**

- 10.1 In performing its obligations under this agreement, each party shall comply in all respects with all relevant legislation including subsidiary legislation and taxation. Each party will be responsible for all necessary insurance, including professional indemnity insurance.

## **11 Termination**

- 11.1 Either party may terminate this agreement with immediate effect (or following such notice period as it sees fit) without prejudice to any of its rights or remedies otherwise, by giving written notice to the other party.
- 11.2 If the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 28 days (4 weeks) after being notified in writing to do so; or
- 11.3 the other party gives it any false or misleading information, or makes any misrepresentation in connection with obtaining this agreement or during the period, in connection with its business; or
- 11.4 the other party suspends, or threatens to suspend, payment of its debts or is deemed unable to pay its debts within the meaning of the Insolvency Act enforce from time to time;
- 11.5 On termination, the party whose rights are terminated must immediately surrender all rights under this agreement and must ensure that the rights of the other party are protected in all respects.



## Addendum 1 | UK Level 7 | Strategic Leadership of Performance and Productivity

### Definition of the Development

The Level 7 in Strategic Leadership of Performance and Productivity is for strategic managers in the UK and internationally to develop their skills and have them formally acknowledged by a UK regulated qualification. It is recognised that the main use is likely to be people seeking a formal qualification. However, in the UK some people may want to use this as a part of a Trailblazer apprenticeship. This will be a complete package of on-line training content, assessment and qualification achievement and award.

### Qualifications

There will be three qualifications levels launched at the same time, i.e. Certificate, Diploma, and Extended Diploma.

The NOCN Level 7 Strategic Leadership of Performance and Productivity qualification will go live from 09/09/2019.

- **Certificate in Strategic Leadership of Performance and Productivity 28 Credits**
- **Diploma in Strategic Leadership of Performance and Productivity 38 Credits**
- **Extended Diploma in Strategic Leadership of Performance and Productivity 66 Credits**

### Units

Both qualifications will use a common set of **mandatory** and **discretionary units** as follows:

Mandatory Units   2 M Units		Credit Value
M1.	Strategic Leadership of Productivity and Performance Development (Change Management)	10
M2.	Team-Led Productivity Improvement (Kaizen)	10
Discretionary Units   D Units		Credit Value
D1.	Managing and Improving Operations	8
D2.	Building a Creative and Innovative Organisation	10
D3.	Innovations in Skills Development and Talent Management (Kata)	10
D4.	Critical Thinking	6
D5.	Leading Improvement in Organisational, Team and Individual Performance	10
D6.	Leadership of Quality and Brand Value throughout the Supply Chain	8
D7.	Customer Relationship Management and Digital Analytics	6
D8.	Global Leadership Challenges – Managing Risks & Responsibilities (includes value chain)	8
D9.	Personal Leadership Development	6
D10.	Communication and Relationship-Building	6
D11.	Corporate Social Responsibility as a key strategic issue	6
D12.	Leaning the Value Chain – Developing Lean Thinking (includes lean tools)	6
D13.	Keeping sight of key issues – Developing Visual Management Systems	6

RVIM students will need to select **two M Units** from the mandatory menu and select a number of **D Units** from the discretionary menu for all of their RVIM students to complete either Certificate (28 Credits) and or Diploma (38 Credits) alternatively undertaking the 'Extended Diploma in Strategic Leadership of Performance and Productivity' making a total of 66 Credits within agreed time frame and agreed volume for all RVIM student registration per annum.