

## Memorandum of Understanding



### PREAMBLE

<b>Party A: Education Provider</b>	
<b>Provider:</b>	Centurion University of Technology and Management
<b>Address:</b>	17, Forest Park, Bhubaneswar, District Khurda, Odisha, India, PIN – 751009
<b>Phone:</b>	+91(0674) 2596228
<b>Contact:</b>	Vineet Chhatwal, Chief Executive Officer
<b>Email:</b>	<a href="mailto:vineet@cutm.ac.in">vineet@cutm.ac.in</a>
<b>Delivery sites:</b>	Odisha, Telangana, Assam and Andhra Pradesh
<b>Website:</b>	<a href="https://cutm.ac.in/">https://cutm.ac.in/</a>

<b>Associate Education Provider</b>	
<b>Provider:</b>	Gram Tarang Employability Training Services c/- Centurion University of Technology and Management
<b>Website:</b>	<a href="https://gramtarang.org.in/">https://gramtarang.org.in/</a>

<b>Party B: UP Education</b>	
<b>Address:</b>	UP Education Pathway Campus 345 Queen Street, Auckland 1141, New Zealand
<b>Phone:</b>	+64 9 3075382
<b>Contact:</b>	Richard Kensington, Principal: Academic Relations
<b>Email:</b>	<a href="mailto:richard.kensington@up.education">richard.kensington@up.education</a>
<b>Website:</b>	<a href="https://partnerships.up.education/">https://partnerships.up.education/</a>

<b>Party C: Partner</b>	
<b>Address:</b>	iQuery Australia 7 Trainer Street, Muirhead, Darwin, NT 0810, Australia
<b>Phone:</b>	+61405109959
<b>Contact:</b>	Ganesh Koramannil, Chief Executive Officer
<b>Email:</b>	<a href="mailto:iquery@australiainmail.com">iquery@australiainmail.com</a>
<b>Website:</b>	<a href="https://www.iquery.com.au/">https://www.iquery.com.au/</a>

This memorandum of understanding is made the 23<sup>rd</sup> day of July, 2020 between

Centurion University of Technology and Management is located in Odisha, India (hereinafter referred to as "**Education Provider**" or Party A).

**And**

**UP Education** first established in 1995, a large private education group located in New Zealand. **UP Education** delivers courses in New Zealand that are New Zealand Qualifications Authority (NZQA) approved. They are owned by **UP Education** (hereafter referred to as "**UP Education**" or Party B).

**And**

**iQuery Australia** accredited education agency based in Darwin, Australia (hereinafter referred to as the "**Partner**" or Party C.)

Collectively referred to as **the Parties**.

## **WHEREAS**

**The Parties** are entering into this Memorandum of Understanding (**MOU**) with the intention of promoting an accelerated and guaranteed pathway to undergraduate university study in New Zealand to students who will be introduced by the **Education Provider** and the **Partner**.

### **A. Definitions**

In this MOU the following capitalised terms, in addition to the terms capitalised in the preamble, will have the following meanings:

Examination	Means the academic examination that the Student must pass upon completing the First Stage of the Programme at the Education Provider
Examination Fee	Means the fee charged by UP Education and payable by the Student prior to the Examination
First Stage	Means the portion of the Programme which will be delivered by the Education Provider in India
Second Stage	Means the portion of the Programme which will be delivered by UP Education in New Zealand
Offer of Place	Means either an offer of place from UP Education or a New Zealand University as the case may be

Programme	Means the Pathway Preparation Programme for Foundation selected by the Student
Student	Means the student who has been introduced to the Programme by the Education Provider and/or the Partner
Registration	Means enrolment of the Student in the First Stage of the Programme to be delivered by the Education Provider
Registration Fee	Means the fee charged by the Partner and payable by the Student upon enrolment in the Programme

Capitalised words in the singular shall have the same meaning as a word defined in the plural and vice versa.

## B. UP Education

- The **UP Education** agrees to provide the **Education Provider** with licence to deliver the Programme at no cost to the **Education Provider**.
  - Successful graduates will be able to commence study and complete a university pathway programme in a shorter time in New Zealand; depending on the graduation and IELTS results and the intended university the programme in New Zealand will take 6 to 18 months.
  - Students who meet the graduate requirements from the pathway programme will receive a guaranteed place at the university in an undergraduate degree.
  - Students who are accepted into the Foundation Preparation Programme will be required to pay a
  - \$US500 registration and examination entry fee to UP Education, the funds received will be used to assist in administering the examinations plus covering academic visits from UP Education staff of once to twice per year.

## C. The Education Provider and Partner

- The **Education Provider** will deliver the Programme. Students who are admitted for Registration into the programme must:
  - Have an English level of IELTS 5.0 or agreed equivalence (Education Providers may admit students with a lower level of English which may impact on a student's success unless they are offered additional English tuition prior to commencing the Foundation Pathway Programme or during the programme)
  - Have achieved the advertised academic entry requirements for foundation from high school with excellent results but they will not have obtained the required entry requirements for New Zealand University admission
- Upon Registration the **Education Provider** (assisted by the **Partner**) will assist students to apply to **UP Education** where they will receive:
  - Conditional offer of place to the nominated Programme
  - Conditional offer of place to a degree programme at a nominated university

- The **Education Provider** and **Partner** shall advise, evaluate and screen all prospective students and shall collect from the **Students** on behalf of the **UP Education** the necessary application forms, reports, and any other documents requested. These will then be transmitted to **UP Education**.
- **First Stage**  
Upon Registration **UP Education** will provide **Students** a:
  - Conditional Offer of Place to the foundation studies programme of their choice (the conditions will be English and Academic). This Offer of Place shall be conditional upon the Student:
    - Passing the Examination
    - Payment of tuition fees for the Second Stage
    - Obtaining a Student Visa allowing him or her to complete the Programme at UP Education; and
- **Second Stage**  
Immediately following marking of the Examination **UP Education** will provide **Students** a **Conditional Offer of Place on university letterhead to a named degree at a University nominated by the Student**. This Offer of Place shall be conditional upon the **Student**:
  - Successfully completing the Second Stage to the required academic standard;
  - Payment of tuition fees for at least the first full year of study at the university
  - Obtaining or holding a Student Visa that permits him or her to undertake the named degree course at the nominated university
- Student access to the Examination will only be granted by **UP Education** when students have paid the prescribed \$US500 Examination Fee
- Assessment to determine entry into the Second Stage requires students to:
  - Achieve a qualifying IELTS score (The minimum required is IELTS .0 or above with no band lower than 4.5 for a 12-month foundation programme)
  - Achieve overall examination marks for each of the 3 academic subjects that are 50 percent or greater
  - Present a qualifying internal assessment for Tertiary Study Skills
- The results of these examinations and the IELTS they hold will determine the details for:
  - Unconditional offer of place to the foundation studies programme of their choice
  - A detailed conditional offer of place to a named degree at the respective university on the university letterhead
  - Immigration NZ Pathway Visa support letter to enable students to apply for length of course student visa (maximum length 5 years)
- The services and responsibilities of the **Education Provider** and **Partner** to **UP Education** shall include promotion of **UP Education**, its programmes, and other services. The **Education Provider**

and **Partner** shall also give advice to prospective students and parents to ensure they have a full understanding before committing to enrolment.

- In the advising of individuals and dissemination of information, the **Education Provider** and **Partner** shall take all reasonable measures to ensure that only factual and up-to-date information is given.
- The **Education Provider** and **Partner** shall submit complete documentation of the **Student's** Registration to **UP Education** promptly by email, or any other efficient method as required.
- The **Education Provider** and **Partner** will not engage in any false, misleading or deceptive conduct or otherwise contravene any of the **Partner's** and **UP Education's** obligations under the Code of Practice for the Pastoral Care of International Students.
- The **Education Provider** and **Partner** will obtain **UP Education's** prior written approval for any promotional based material for any format (such as print, advertising and web based) prior to using the material (This applies to any language)
- The **Partner** will all take responsibility for visa processing and applications as well as all student arrangements before the student arrives in New Zealand.
- The **Education Provider** will use the **Partner** to undertake many of the activities.

### **Transfer of Student Tuition and Registration Fees**

- Upon Registration the **Student** shall pay the **Partner** a non-refundable Registration fee of US\$500. This fee shall be paid by the Student directly to the **Partner**.
- At least 4 weeks prior to the completion of Stage 1 the **Student's** Examination fee of US\$500 must be received by **UP Education**. The **Education Provider** and the **Partner** will facilitate the collection of this fee.

To obtain a Confirmed Offer of Place Students are required to pay the fees as advised on the Request for Payment issued with an Offer of Place.

- **Students** with the assistance of the **Partner** require the **UP Education** receipt of fees and a Confirmed Offer of Place for Immigration NZ to undertake visa processing.
- The **UP Education** agrees to refund the tuition fee (excluding the Examination fee), and any other fee received from the **Student** other than the non-refundable fees payable to the **Partner** and the registration fees referred to above if a student is refused the visa application.
- The **Education Provider** and **Partner** agree to comply with the **UP Education** Withdrawal and Refund Policy Procedures. These can found on the student's application forms or via the **UP Education's** website and are appended to this MOU.
- The **Education Provider** will use the **Partner** to undertake many of the activities.

## D. Rights and Responsibilities

### Party A – The Education Provider

- Responsible for doing all things necessary for registration of the programmes provided by **UP Education** at the agreed delivery sites in India but not limited to getting approval from the relevant education authority and preparation of any legal documents required to gain such approval.
- Responsible for recruiting students to the programme.
- Responsible for providing all necessary facilities it requires for teaching, practicing, management and daily life.
- Responsible for recruiting teachers and teaching in homeschools, **Student** management, and assisting students in visa application for delivery of the programme.
- Responsible for providing the teaching curriculum, textbook suggestions, teachers and all other resources necessary for delivery of the English (IELTS) component of all programmes.
- Responsible for monitoring each **Student's** English language study to make sure that they can reach the required English level.
- Responsible for establishing an office for this programme

### Party C – The Partner

- **UP Education** has designated the Partner as the only Partner who can assist students who study the delivered in Odisha, India.
- The **Partner is** responsible for assisting **Students**:
  - to apply for the Programme and
  - when they are registered in the Programme, ensuring that payments are made to **UP Education**
  - Applying for a Student Visa
  - Procuring medical insurance for each **Student** prior to arrival in New Zealand; and
  - For **Student's** aged under 18 years old, providing guardianship services.
  - Arranging airport transfers
  - Arranging comprehensive medical insurance
  - Arranging accommodation for Students aged over 18 years' old when requested
  - Briefing the Students on life and study prior to travel to New Zealand.

## Party B – UP Education

- Assisting the **Education Provider** and **Partner** in recruiting students when **UP Education** marketing staff are in India and are available to assist.
- Responsible for supporting teaching work, giving guidance, and providing teaching curriculum and textbook suggestions for the following components of the pathway to foundation programme:
  - Tertiary Study Skills
  - Mathematics
  - Science
  - Business Studies
  - Social Science
  - English for IELTS
- Grants permission to the Education Provider to make changes to the programme supplied by UP Education as long as they do not limit students ability to be successful. This could mean the order of delivery of the topics is made; that the Education Provider believes their own English course will meet their students requirements or the content of the Tertiary Study Skills programme is changed
- Responsible for moderation of tuition provided by the Education Provider during the First Stage
- Responsible for providing the end of semester online examination for the Mathematics, Science, Social Science and Business Studies components of the pathway to foundation programme.
- Responsible for oversight Programme Examinations and ensuring assessment and moderation of the examination meets **UP Education** requirements.
- Responsible for issuing the offer documentation for the students who are admitted to the Second Stage.
- Responsible for arranging accommodation for Student's aged under 18 years' old.
- Responsible for accepting students from the **Education Provider** that meet entry requirements, and giving written notice to students not meeting the requirements.
- Responsible for sending the graduation results for the pathway to foundation programme to the relevant university to assist qualifying students to obtain their unconditional offers of place for their nominated degree.
- **UP Education** has designated the **Partner** as the only **Partner** who can assist students who study the delivered in country programme.

## Performance of Duties

A Copy of the Code of Practice for the Pastoral Care of International Students is available: <http://www.nzqa.govt.nz/providers-partners/education-code-of-practice/code-of-practice-resources-languages>

- This code mandates the minimum levels of care and support the **UP Education** must provide their

enrolled students in New Zealand.

- The code also mandates the Partner will operate in an ethical manner and in accordance with the Code.

## E. Intellectual Property

- a. Nothing in this MOU confers or will be deemed to confer upon the **Education Provider** or **Partner** any proprietary right, title or interest in or to any intellectual property rights of **UP Education** including any trade marks (registered and unregistered), names and indicia, know-how, copyright, patents, designs or any right to the registration of the above intellectual property.
- b. **UP Education** grants to **Education Provider** and the **Partner** a non-exclusive, royalty free right to use the **UP Education's** intellectual property for the purposes of performing its obligations and exercising its rights under this MOU.
- c. **UP Education** will provide written notice to the **Education Provider** and **Partner** as soon as it becomes aware of any actual or suspected infringement of any intellectual property of **UP Education**. **Education Provider** and **Partner** will provide **UP Education** with such assistance as it may reasonably require in respect of any infringement of intellectual property of **UP Education**.

## F. Confidentiality

- All the information, text books and teaching schemes and any other information of a confidential nature in respect of the business, business affairs, property, employees, contractors, members, clients and agents of a party which has come or comes to the notice of a party in the course of performing its obligations under this MOU shall be deemed as confidential materials.
- A party may use confidential information of the other party for the purposes of this MOU only and must keep the terms of this MOU and any confidential information or information about the foundation preparation pathway programme confidential except where: (i) the confidential information is public knowledge or the party has independently created or obtained the information (but not because of a breach of this MOU); or (ii) disclosure is required by law or a regulatory body (including a relevant stock exchange).

## G. Duration

- a. This MOU shall take effect on the date it is signed by authorised officials of each party and will continue for a term of five years (unless terminated prior).
- b. No later than 12 months before the expiry of the initial term, the parties may agree in writing to extend this MOU for a further term (together with any amendments to this MOU to apply for the further term).

## H. General

- a. The parties agree that if there is any conflict between a translation that may be made and



the original English version, the English version shall prevail.

- b. If an amendment is needed, the supplementary agreement once agreed must be signed by both parties.
- c. This agreement is subject to the supplementary agreement if there is conflict.

## **I. Dispute resolution /Termination**

The parties agree to meet (in person or otherwise) without delay and negotiate in good faith to resolve any dispute or disagreement relating to or arising out of this MOU under the principles of respect, trust, and equality.

If the parties cannot resolve a dispute by negotiation within 20 working days of first meeting, this MOU will be terminated immediately

**UP Education** may suspend and/or terminate this MOU immediately by notice in writing, if at any time **UP Education** believes upon reasonable grounds that the **Education Provider or Partner** has or is:

- (a) engaging in any false, misleading, deceptive or unethical conduct;
- (b) engaging in any practices that could harm the integrity of **UP Education** and/or any training establishment or other educational facility operated by **UP Education**; or
- (c) been negligent, careless or incompetent.

Any party may terminate this MOU immediately on 180 days' notice in writing PROVIDED THAT the parties must meet their continuing obligations with respect to students in the programme at the time of termination.

Termination or expiry of this MOU will be without prejudice to any rights accrued or obligations owing as at the date of termination or expiry.

On termination or expiry of this MOU this clause and all other provisions of this Agreement that are expressed to, or intended by the parties to, continue in full force and effect will do so.

## **J. Disclaimer**

1. The MOU is not a legally binding document and its provisions do not create rights, obligations or duties for each party (except the intellectual property and confidentiality provisions, which are binding).
2. The MOU merely records the mutual intentions of the parties in relation to the further advancement of student learning, education and research in discipline areas of mutual interest.


**THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:**

**Signed for and on behalf of UP Education:**

Signature: \_\_\_\_\_  
Name: Richard M Kensington  
Position: Principal: - Academic Relations  
Date: \_\_\_\_\_




**Signed for and on behalf of the Education Provider:**

Signature:  \_\_\_\_\_  
Name: Vineet Chhatwal  
Position: Chief Executive Officer  
Date: 23<sup>rd</sup> July, 2020



**Signed for and on behalf of the registered Partner:**

Signature:  \_\_\_\_\_  
Name: Ganesh Koramannil  
Position: Chief Executive Officer  
Date: 23<sup>rd</sup> July, 2020

