



EDUVISA ACADEMIC PARTNERSHIP PROGRAMME

PARTNERSHIP PROPOSAL AND AGREEMENT

The EDUVISA Academic Partnership Proposal (APP) describes the operational guidelines and conditions in terms of which an **EDUVISA Accredited Student Centre (ASC)** or **EDUVISA Accredited Leadership Centre (ALC)** may be established. Registration as an ASC/ALC confirms acceptance of the content of this proposal and establishes an EDUVISA Academic Partnership Agreement (APA).



EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT



ACADEMIC PARTNERSHIP PROPOSAL

TABLE OF CONTENTS

- 1. INTRODUCTION.....4
- 2. CAMPUS NETWORK EXPANSION4
- 3. ACADEMIC PARTNERSHIP OPTIONS5
 - 3.1 EDUVISA ACCREDITED STUDENT CENTRE (ASC)5
 - ORIENTATION5
 - BENEFITS (ASC).....5
 - MONTHLY SYSTEM FEE (MSF).....6
 - REFERRAL COMMISSION (ASC).....6
 - DISCOUNTED PROGRAMME FEES (ASC)7
 - GENERAL INFO7
 - HOW TO REGISTER AS AN ACCREDITED STUDENT CENTRE (ASC)7
 - 3.2 ACCREDITED LEADERSHIP CENTRE (ALC)7
 - ORIENTATION7
 - BENEFITS (ALC).....8
 - MONTHLY SYSTEM FEE (MSF).....8
 - REFERRAL COMMISSION (ALC)8
 - DISCOUNTED PROGRAMME FEES (ALC).....8
 - GENERAL INFO9
 - HOW TO REGISTER AS AN ACCREDITED STUDENT CENTRE (ASC)9
- 4. ACADEMIC PARTNERSHIP AGREEMENT (APA) - (ASC/ALC).....10
 - OPPORTUNITY.....10
 - ACADEMIC SUPPORT.....10
 - UNIQUE REFERRAL CODE10
 - CERTIFICATION OF CENTRE10
 - BRAND ASSISTANCE10
 - STUDENT ADMINISTRATION10
 - PAYPAL & PAYFAST REQUIREMENT.....10
 - COMPLIANCE TO GUIDELINES10
 - DUE DILIGENCE REQUIREMENT11
 - DISCOUNTED INVOICING.....11
 - INDEPENDENCY RELATIONSHIP11
 - COMMISSION GENERATION REQUIREMENT11





COMMISSION PAYMENT 11

TAX ARRANGEMENTS 11

BRAND OWNERSHIP 11

APPROVAL OF REGISTRATION CONDITIONS 12

USE OF THE NAME OF EDUVISA 12

BRAND COPYRIGHT 12

NON-EXCLUSIVITY 12

GOOD WILL 12

COMPLIANCE TO THE LAW 12

ACCESS TO PREMISES 12

PROTECTION OF EDUVISA’s NAME 13

USE OF PRODUCTS, MATERIAL AND SERVICES SUPPLIED 13

THE USE OF SIGNAGE 13

REPRESENTING EDUVISA 13

INDEMNIFICATION 13

WAIVER CONDITIONS 13

SEVERABILITY 13

SURVIVAL 14

COOLING-OFF-PERIOD 14

TERMINATION 14

ATTORNEYS AND LEGAL FEES 15

SURVIVAL 15

GOVERNING LAW 15

NOTICES 15

ACCEPTANCE OF THE ACADEMIC PARTNERSHIP AGREEMENT 15





EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT



EDU**NET** athe



ACADEMIC PARTNERSHIP PROPOSAL

"Add credibility to your programmes by achieving official Business School recognition."

1. INTRODUCTION

EDUVISA Graduate School of Management (hereafter referred to as **EDUVISA**) offers community organisations, private and ACE schools, corporate businesses, local radio stations, Internet Cafes, and government institutions the opportunity to incorporate accredited diploma and degree qualifications into their empowerment and training programmes by registering as an accredited **EDUVISA Accredited Student Centre/Campus** (hereafter referred to as an **ASC**) or alternatively as an **Accredited Leadership Centre** (hereafter referred to as an **ALC**). Academic support, tutoring services and assessment are provided by EDUVISA via our Internet-based **Online Learner Management System** (EVUS) with little or no input required by the ALC/LDC except that of marketing via the official Referral Affiliate System. Our academic programmes can be implemented in any region or country where managerial training at an undergraduate or postgraduate level based on the UK-Ofqual Accreditation Framework and BAC accredited university (UK-Government Regulated) is desired.

This is the ideal opportunity to extend your service/product offering, create an additional income stream or incorporate the element of accreditation into your training programme. Become an EDUVISA certified training centre/campus today and start making a difference in your country, community or place of employment while expanding your own business offering.

2. CAMPUS NETWORK EXPANSION

The vision of EDUVISA is to make affordable and accessible university-level undergraduate, graduate, and post-graduate qualifications available that meet the benchmark accreditation requirements associated with the UK-Ofqual (RQF/NQF) Qualification Framework and equip our students to excel in the global economy of tomorrow.

EDUVISA is consequently fully committed to a long-term collaborative relationship based on an academic and business model that provides for the establishment of sustainable training and campus facilities (public domain and/or in-house). An academic partnership is not a short-term endeavour as it entails the delivery of life-changing training and academic services to students over several years. Registration as an **EDUVISA Accredited Student Centre/Campus (ASC)** or **Accredited Leadership Centre (ADC)** also entails registration with the relevant regulatory and accreditation authorities at government level and must be listed on the EDUVISA website as such.

The new applicant will be expected to attend an online Video Conference (Zoom, Telegram, WhatsApp etc) for profiling and marketing assistance purposes.



EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT
AND UNIVERSITY GATEWAY



EDU**NET** athe





3. ACADEMIC PARTNERSHIP OPTIONS

The EDUVISA Academic Partnership Programme provides the following two academic collaboration options:

3.1 EDUVISA ACCREDITED STUDENT CENTRE (ASC)

ORIENTATION

Institutions that typically will benefit from registration as an accredited EDUVISA Accredited Student Centre (ASC) include but are not limited to the following:

- Leadership development organisations.
- Private and ACE online schools.
- Churches and community organisations.
- Institutions seeking accreditation or a platform to conduct training.
- GAP-Year/ Youth Organisations seeking to incorporate accredited training into their existing programmes.

BENEFITS (ASC)

Registration as a **EDUVISA Accredited Student Centre/Campus (ASC)** offers the following benefits:

- Elevates the level of credibility and quality of existing leadership development programmes if applicable.
- Enhances the general brand status of your institution or organisation.
- Raises your profile with potential learners, students, and clients.
- Receives online certification of your institution/organisation as an accredited EDUVISA Student Centre via the EDUVISA "*Approved Student Centre*" list of institutions (including a link to your website).
- Easily combine EDUVISA UK-accredited diploma/degree qualifications with the in-house programme of your institution or company.
- Receives activation on the "*Centre/Campus (ESC) Commission/Discount*" System (See Commission Table).
- Receives activation on the "*EDUVISA Student Centre/Campus (ESC) Bulk Discount System*" that allows for special discounts and payment arrangements when registering groups of students.
- Creates the opportunity to offer your students or community the opportunity to access the UK University system online from anywhere in the world.
- Provide students/learners or members of the community with an alternative to the traditional requirement of School-Leaving-Certificate or Matric/Grade 11 Certificate (See [Dip.HEA](#)).
- Receives access to the full spectrum of business-related courses and modules aligned with BBA/MBA/MSc Curriculum.
- Benefit from the streamlined inexpensive registration process that is straight forward and easy to implement.
- Benefit from third-stream incomes derived from add-on top-up academic support services, tutor sessions, Internet usage etc.





- Offer students certified accreditation status with the UK-Ofqual and UNIQUAL qualification framework which can be verified at any time or from anywhere in the world.
- Benefit from the Revolving Student Loan Facility that can be used on a repetitive basis for the payment of academic and business programmes via the EDUVISA Payment Gateways.
- All academic and university support activities and functions are delivered by EDUVISA's university-level Online Learner Management System (OLMS).
- Registration as an EDUVISA Student Centre/Campus automatically activates the Head of the Centre / Campus as an EDUVISA Independent Referral Affiliate (IRA) with a unique Referral Affiliate Link that can be used for online marketing anywhere in the world.
- As a registered Referral Affiliate, you will be able to view the number of new students recruited via you Referral Link as well as Referral Commissions generated under the Affiliate Portal on your User Account.

MONTHLY SYSTEM FEE (MSF)

Accredited Students Centres (ACS) are required to commit to the payment of a monthly Subscription Fee of **£25 (GBP)** for a period of 12 months following the date of registration to maintain their ASC activation status.

REFERRAL COMMISSION (ASC)

Referral Commission relevant to **EDUVISA Student Centre/Campus** is automatically generated by the EDUVISA Referral Affiliate System according to the following input parameters:

- Referral Commission is calculated on every amount paid via the **Referral Affiliate Link** during the student registration process.
- Referral Commission is **ONLY** generated when the **Referral Affiliate Link** is used by the registering student during the registration process.
- Students, who register for a **follow-up programme**, are advised by the EDUVISA Online Registration System to use the Certified Referral Affiliate Link of the Referral Affiliate that initially referred them to EDUVISA.

TABLE 1 - COMMISSION / DISCOUNT APPLICABLE TO ASCs	PERCENTAGE
(L3) (IQF) Management Skills Programme (Cert.Skill) (Formative Assessment)	20%
(L3*) (IQF) Bridging Diploma (Dip.HEA) (Pre-Bachelor Entrée) (Formative Assessment)	20%
(L4) (IQF) Diploma (Dip.Man) (1 st Year - Bachelor) (Formative Assessment)	20%
(L5) (IQF) Higher Diploma (HDip.Man) (2 nd Year - Bachelor) (Formative Assessment)	20%
(L6) (RQF) Diploma in Business Management (Dip.BMan) (3 rd Year - Bachelor) (Summative Assessment)	10%
(L7) (IQF) Post-Graduate Diploma (PGDip.Man) (Master's Year) (Formative Assessment)	20%
(L7) (RQF) Diploma in Business (Dip.BMan) (Master's Year) (Summative Assessment)	10%





DISCOUNTED PROGRAMME FEES (ASC)

- Registered **Accredited Student Centres (ASC)** are invoiced at a discounted programme fee equal to the **Referral Commission Rebate Scale (See Table 1)**.
- To assist the **Accredited Student Campus (ASC)** with the introduction of the **EDUVISA Diploma in Higher Education Access (Dip.HEA)** the ASC may be invoiced on a **“class-per-module”** basis in line with the agreed curriculum schedule.
- As an ASC you will also be able to invoice its students at an elevated fee level that makes provision for academic tutor sessions, computer and Internet usage, assessment supervision, class attendance etc (3rd stream incomes).

GENERAL INFO

Registration and payment of the indicated registration fee will serve as confirmation that the applicant understands, agrees with and consents to the conditions as stipulated in the **EDUVISA Academic Partnership Proposal (APP)** and consequently agrees that these same conditions are incorporated into the **Academic Partnership Agreement (APA)**.

HOW TO REGISTER AS AN ACCREDITED STUDENT CENTRE (ASC)

- **Step 1** - Mouse-click on the **ACADEMIC PARTNERSHIP APPLICATION** link on the **Student Centre Registration** webpage to initiate the application process.
- **Step 2** - Study the online **Academic Partnership Proposal (PDF)**, submit the completed Academic Partnership Application and await an automated response.
- **Step 3** - Avail yourself for a campus visit or online interview session and/or proceed with the online registration and payment process.
- **Step 4** - Receive email / online message confirmation of Student Centre approval and associated invoice.
- **Step 5** – Proceed to make payment via the secure payment gateways Gateways (Debit/Credit Card, EFT, MasterPass, Bank Deposit and SCode) or direct EFT transaction.
- **Step 6** - Follow the email / online message registration instructions to seamlessly complete the registration process.

3.2 ACCREDITED LEADERSHIP CENTRE (ALC)

ORIENTATION

Institutions that typically will benefit from registration as an **EDUVISA Accredited Leadership Centre (ALC)** include but are not limited to the following:

- Corporate businesses who cannot afford workplace absenteeism because of training commitments.
- Government institutions in need of an education programme culminating in Diploma, Bachelor or Master’s qualification.





EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT



EDU**NET** **athe**



- HR or related departments/ sections that require a permanent academic partner to provide monitored leadership and academic development programmes.
- Corporate companies that need an internationally accredited leadership development programme as part of their inhouse HR-LED strategy.

BENEFITS (ALC)

- Allows the company to deliver in-house training in a seamless and monitored way.
- Combine EDUVISA UK-accredited diploma/degree qualifications with the existing HR-LED training programmes in the company.
- All academic and university support activities and functions delivered by EDUVISA's university-level Online Learner Management System (OLMS).
- Provides credibility to the quality of existing leadership development programmes.
- The benefit to corporates/organisations – no time away from the office or place of employment – boost productivity and cost-effectiveness.
- Referral commissions and centre discounts offset government training rebates.

MONTHLY SYSTEM FEE (MSF)

Accredited Leadership Centres (ALC) are required to commit to the payment of a monthly Subscription Fee of **£25 (GBP)** for a period of 12 months following the date of registration to maintain their ASC activation status.

REFERRAL COMMISSION (ALC)

Referral Commission relevant to **EDUVISA Accredited Leadership Centre (ALC)** is automatically generated by the EDUVISA Referral Affiliate System according to the following input parameters:

- Referral Commission is calculated on every amount paid via the **Referral Affiliate Link** during the student registration process.
- Referral Commission is **ONLY** generated when the **Referral Affiliate Link** is used by the registering student during the registration process.
- Students, who register for a **follow-up programme**, are advised by the EDUVISA Online Registration System to use the Certified Referral Affiliate Link of the Referral Affiliate that initially referred them to EDUVISA.

DISCOUNTED PROGRAMME FEES (ALC)

- Registered **Accredited Leadership Centres (ALC)** are invoiced at a discounted programme fee equal to the **ALC Referral Commission (See Table 2)**.
- To assist the **Accredited Leadership Centre (ALC)** with the introduction of the EDUVISA **Diploma in Higher Education Access (Dip.HEA)** the **ALC** may be invoiced on a **“class-per-module”** basis in line with the agreed curriculum schedule.



EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT
AND UNIVERSITY GATEWAY



EDU**NET** **athe**





- The **Accredited Leadership Centre (ALC)** will also be able to invoice its students at an elevated fee level that makes provision for academic tutor sessions, computer and Internet usage, assessment supervision, class attendance etc (3rd stream incomes).

TABLE 1 - COMMISSION / DISCOUNT APPLICABLE TO ASCs	PERCENTAGE
(L3) (IQF) Management Skills Programme (Cert.Skill) (Formative Assessment)	20%
(L3) (IQF) Bridging Diploma (Dip.HEA) (Pre-Bachelor Entrée) (Formative Assessment)	20%
(L4) (IQF) Diploma (Dip.Man) (1 st Year - Bachelor) (Formative Assessment)	20%
(L5) (IQF) Higher Diploma (HDip.Man) (2 nd Year - Bachelor) (Formative Assessment)	20%
(L6) (RQF) Diploma in Business Management (Dip.BMan) (3 rd Year - Bachelor) (Summative Assessment)	10%
(L7) (IQF) Post-Graduate Diploma (PGDip.Man) (Master's Year) (Formative Assessment)	20%
(L7) (RQF) Diploma in Business Management (Dip.BMan) (Master's Year) (Summative Assessment)	10%

GENERAL INFO

Registration and payment of the indicated registration fee will serve as confirmation that the applicant understands, agrees with and consents to the conditions as stipulated in the **EDUVISA Academic Partnership Proposal (APP)** and consequently agrees that these same conditions are incorporated into the **Academic Partnership Agreement (APA)**.

HOW TO REGISTER AS AN ACCREDITED STUDENT CENTRE (ASC)

- **Step 1** - Mouse-click on the **ACADEMIC PARTNERSHIP APPLICATION** link on the **Student Centre Registration** webpage to initiate the application process.
- **Step 2** - Study the online **Academic Partnership Proposal (PDF)**, submit the completed Academic Partnership Application and await an automated response.
- **Step 3** - Avail yourself for a campus visit or online interview session and/or proceed with the online registration and payment process.
- **Step 4** - Receive email / online message confirmation of Student Centre approval and associated invoice.
- **Step 5** – Proceed to make payment via the secure payment gateways Gateways (Debit/Credit Card, EFT, MasterPass, Bank Deposit and SCode) or direct EFT transaction.
- **Step 6** - Follow the email / online message registration instructions to seamlessly complete the registration process.





4. ACADEMIC PARTNERSHIP AGREEMENT (APA) - (ASC/ALC)

OPPORTUNITY

EDUVISA offers individuals, community organisations, corporate institutions, and training providers the opportunity to register as an EDUVISA Accredited Student Centre/Campus (ASC) or Accredited Leadership Centre (ALC) by accepting the conditions of this **Academic Partnership Proposal (APP)** upon which the APP is automatically converted to a formal **Academic Partnership Agreement (APA)**.

ACADEMIC SUPPORT

EDUVISA will provide the ASC/ALC with online access to academic material and assessment modules and will maintain a comprehensive administrative profile of the academic performance of the nominated student/ client/ employee in line with the UK-Ofqual and international accreditation and certification requirements relevant to academic material, online assessment, academic tutor access and administrative support prescribed in terms of the international accreditation and certification requirements that EDUVISA Graduate School of Management has to comply to.

UNIQUE REFERRAL CODE

EDUVISA will indicate and certify the ASC/ALC as an ASC/ALC on the EDIVISA website and will provide the ASC/ALC with a unique referral code that can be used for marketing on all forms of online or social media platforms.

CERTIFICATION OF CENTRE

EDUVISA will issue a Centre Certification Certificate which indicates that the ESC is certified to market, register and provide administrative and academic support services normally associated with an academic campus of higher education as delivered via the EDUVISA Online Learner Management System (OLMS).

BRAND ASSISTANCE

EDUVISA will provide the ASC/ALC with the necessary business card templates, proof of referral affiliation, campus certification and marketing materials including logo designs, email, and social marketing templates that, after written approval by EDUVISA may be used for marketing and awareness campaigns.

STUDENT ADMINISTRATION

EDUVISA will maintain an administrative and account system that reflects student registrations, commission calculations and commission pay-outs related to the specific ASC/ALC.

PAYPAL & PAYFAST REQUIREMENT

The newly registered EDUVISA ASC/ALC is required to open both a [PayPal](#) and [PayFast](#) account to accommodate both the capturing of commissions as well as the payment of commissions generated.

COMPLIANCE TO GUIDELINES

The EDUVISA ASC/ALC undertakes to comply with guidelines provided by EDUVISA from time to time about the marketing and offering of academic programmes.





EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT



EDU**NET** **athe**



DUE DILIGENCE REQUIREMENT

To register as an EDUVISA ASC/ALC, applicants agree to be subjected to a due diligence process which may require the submission of profile documentation and information, online interviews (Skype/WhatsApp, Telegram, Zoom etc) as well as the profile verification. EDUVISA retains the right to either accept or reject any application without revealing the reasons that lead to the decision.

DISCOUNTED INVOICING

EDUVISA may upon request and after consultation with the EDUVISA ASC/ALC, provide a Permanent Discount Arrangement that provides for the creation of additional streams of income derived from tutoring and lecturing services on location. For this purpose, EDUVISA will create an invoice system through which the EDUVISA ASC/ALC will be invoiced on a discount basis equivalent to the prescribed levels of commission.

INDEPENDENCY RELATIONSHIP

The EDUVISA ASC/ALC, its representatives and/or employees, although certified as an EDUVISA Accredited Centre, Campus or Training Centre understand and agrees that its relationship with EDUVISA is that of "*Independent Referral Agent*" (IRA), "*Independent Student Centre*" or "*Independent Leadership Centre*" respectively unless otherwise indicated and may consequently under no circumstances falsely represent EDUVISA or enter into any business or other agreement or relationship on behalf of EDUVISA.

COMMISSION GENERATION REQUIREMENT

The EDUVISA ASC/ALC, its representatives and/or employees understand and agrees that referral commission is only generated by financial transactions accommodated via the official Referral Affiliate Link and that ASC/ALCs and/or Referral Affiliates (IRA) should encourage their referrals to continue to make use of the original referral link during follow-up course registrations to qualify for follow-up commission.

COMMISSION PAYMENT

The EDUVISA ASC/ALC, its representatives and/or employees understand and agrees that the payment of referral and other commissions may take between 15 and 30 days to implement due to consumer legislation and tax requirements and after payment verification by the respective financial institutions including [PayPal](#) and [PayFast](#) payment platforms.

TAX ARRANGEMENTS

The EDUVISA ASC/ALC, its representatives and/or employees understand and agrees that EDUVISA or its related institutions cannot be held responsible for any tax-related obligations and that the EDUVISA ASC/ALC, its representatives and/or employees remain responsible for the conduct of their own tax affairs.

BRAND OWNERSHIP

The EDUVISA ASC/ALC acknowledges that EDUVISA Graduate School, of Management is the owner of the name EDUVISA, any variation thereof as well as current and future associated brand names.



EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT
AND UNIVERSITY GATEWAY



EDU**NET** **athe**





EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT



EDU**NET** athe



APPROVAL OF REGISTRATION CONDITIONS

The EDUVISA ASC/ALC understands and agrees that **online registration via the dedicated registration portal and payment of the indicated registration setup fee** constitutes approval of the conditions indicated in this Academic Partnership Proposal (APP) and consequently changes the status from “**Academic Partnership Proposal (APP)**” to that of “**Academic Partnership Agreement (APA)**” from date of payment verification.

USE OF THE NAME OF EDUVISA

The EDUVISA ASC/ALC understands and agrees that EDUVISA hereby grants to the EDUVISA ASC/ALC the right and non-exclusive privilege to use the name EDUVISA solely for the purposes of “**Training and Education**”.

BRAND COPYRIGHT

The EDUVISA ASC/ALC understands and agrees that any product, material, or service associated with EDUVISA may only be utilised in its original branded format (co-branding may apply) as supplied by EDUVISA and may under no circumstances be copied electronically or otherwise without the written approval of EDUVISA and /or the payment of fees applicable to these products, material, or services. Failure to do so may result in civil proceedings being initiated to claim consequent losses.

NON-EXCLUSIVITY

Nothing in this Academic Partnership Proposal (APP) or the forth flowing Academic Partnership Agreement (APA) shall be prevent EDUVISA from granting any other licenses for the use of the name EDUVISA or from utilizing the name EDUVISA in any manner whatsoever on condition that it does not have a measurably negative impact on the business operations of the ASC/ALC or have a measurable impact on the sustainability or profitability of the education and academic business practises or processes of EDUVISA.

GOOD WILL

The EDUVISA ASC/ALC understands and recognizes that there exists great value and goodwill associated with the name EDUVISA and acknowledges that the name EDUVISA and its products, services, rights, and goodwill pertaining thereto belong exclusively to EDUVISA and that the name EDUVISA has a secondary positive meaning in the mind of the public.

COMPLIANCE TO THE LAW

The EDUVISA ASC/ALC shall consequently cause its shareholders, officers, directors and managing personnel to comply with all laws, rules and government regulations pertaining to its business and shall not violate any laws which would create an adverse effect on the name/brand EDUVISA.

ACCESS TO PREMISES

The EDUVISA ASC/ALC understands and recognizes that EDUVISA or its representatives shall after consultation have access to the premises of the ASC/ALC during normal business hours for due diligence and compliance purposes.



EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT
AND UNIVERSITY GATEWAY



EDU**NET** athe





EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT



EDU**NET** **athe**



PROTECTION OF EDUVISA'S NAME

The EDUVISA ASC/ALC understands and agrees that it will not during the term of this Agreement, or thereafter, attack any rights of EDUVISA, the name EDUVISA or the validity of this Agreement.

USE OF PRODUCTS, MATERIAL AND SERVICES SUPPLIED

The EDUVISA ASC/ALC understands and agrees to the fact that any product, material, or service associated with EDUVISA may only be utilised in its original branded format (co-branding may apply) as supplied by EDUVISA and may under no circumstances be copied electronically or otherwise without the written approval of EDUVISA and /or the payment of fees applicable to these products, material, or services.

THE USE OF SIGNAGE

The EDUVISA ASC/ALC understands and agrees that it shall have no right to affix the name EDUVISA to any building, sign, merchandise, or other item without first obtaining EDUVISA's express written consent, which consent shall be within the reasonable discretion of EDUVISA.

REPRESENTING EDUVISA

The EDUVISA ASC/ALC understands and agrees that it shall not in any manner or respect be the legal representative or agent of EDUVISA and shall not enter or create any contracts, agreements, or obligations on the part of EDUVISA, either expressed or implied, nor bind EDUVISA in any manner or respect whatsoever and that nothing in this Agreement shall be construed to place the parties in the legal relationship of Business Partners or Joint Ventures.

INDEMNIFICATION

The EDUVISA ASC/ALC understands and agrees to defend, indemnify, and hold harmless EDUVISA, its officers, affiliates, directors, agents, and employees from and against all property damage, personal injuries or death and other liability, loss, cost, expense, or damage, including, without limitation, court costs and reasonable attorney's fees arising out of operations of the ASC/ALC.

WAIVER CONDITIONS

The EDUVISA ASC/ALC understands and agrees that this Agreement may not be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants, or undertakings other than those contained in this Agreement with respect to its subject matter, which represents the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all such rights.

SEVERABILITY

Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited, void, invalid, or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity, void ability, or enforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement.



EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT
AND UNIVERSITY GATEWAY



EDU**NET** **athe**





SURVIVAL

All obligations of the EDUVISA ASC/ALC shall survive the termination of this Agreement.

COOLING-OFF-PERIOD

All obligations of the Academic Partnership Agreement may be cancelled after a ten-day cooling off period has expired, if:

- the agreement itself is invalid, or
- where proof can be provided that one of the parties has been induced to enter it by a misrepresentation by the other, or
- where one of the parties has committed a material breach of the agreement.

TERMINATION

- a. The EDUVISA ASC/ALC and EDUVISA may terminate the to-be-established Academic Partnership Agreement (APA) after a notice period of 12 months.
- b. The Academic Partnership Agreement (APA) may be terminated by EDUVISA after a notice period of 3 months without the opportunity to cure should any of the following events occur:
 - (i) If the ASC/ALC shall:
 - file a petition in bankruptcy or a petition to take advantage of any insolvency act.
 - make an assignment for the benefit of its creditors.
 - consent to the appointment of a receiver of itself or of the whole or any substantial part of its property.
 - on a petition in bankruptcy filed against it, be adjudicated as bankrupt.
 - file a petition or answer seeking reorganization or arrangement under the bankruptcy laws or any other applicable law or statute.
 - become subject to a final order, judgment or decree entered by a court of competent jurisdiction appointing, without the consent of EDUVISA; or
 - (ii) The ASC/ALC shall fail or refuse to perform any other obligation created by this Agreement of ASC/ALC breaches any term or condition of this Agreement or any other agreement between ASC/ALC and EDUVISA its affiliates; or
 - (iii) The ASC/ALC has made any misrepresentations relating to the acquisition of the license granted herein, or ASC/ALC or any of ASC/ALC shareholders, officers, directors, or managing personnel engages in conduct which reflects unfavourably on the Name **EDUVISA** or upon the operation and reputation of EDUVISA's business; or
 - (iv) The ASC/ALC or any of its shareholders, officers, directors, or managing personnel is convicted of a felony or any other criminal misconduct which is relevant to the operation of the business of the ASC/ALC. In the event of termination of this Academic Partnership Agreement (APA) for any reason, the ASC/ALC shall immediately cease all use of the name **EDUVISA** and shall not thereafter use any name, mark, or trade name similar thereto. Termination of the Academic Partnership Agreement (APA) under the provisions of this Section shall be without prejudice to any rights which EDUVISA may otherwise have against the ASC/ALC.





EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT



EDU**NET** **athe**



ATTORNEYS AND LEGAL FEES

Should any litigation be commenced between the parties to this Academic Partnership Agreement (APA) concerning this Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such relief as may be granted, to its attorney's fees and costs in the litigation.

SURVIVAL

All obligations of the ASC/ALC shall survive the termination of this Agreement.

GOVERNING LAW

This Agreement shall be construed under the laws of the Republic of South Africa.

NOTICES

All notices shall be delivered via email to the registered email address of the respective party to this Academic Partnership Agreement (APA) and delivered in duplicate to the respective addresses as provided during the process of Student Centre Registration via the EDUVISA **Programme Catalogue System**.

ACCEPTANCE OF THE ACADEMIC PARTNERSHIP AGREEMENT

The status of the **Academic Partnership Proposal (APP)** is transformed into that of an **Academic Partnership Agreement (APA)** as confirmed upon submission of the online **Academic Partnership Application Form** followed by verified payment of the Academic Partnership Registration Fee.



EDUVISA (UK)

Graduate School of Management
160 Kemp House
City Road, London EC1V 2NX
campus@eduvisa.co.uk
www.eduvisa.co.uk

EDUVISA (SA)

Graduate School of Management
(International Call Centre)
Cnr Main & Sloane Street
Bryanston, South Africa
sa-campus@eduvisa.co.uk



EDUVISA
GRADUATE SCHOOL
OF MANAGEMENT
AND UNIVERSITY GATEWAY



EDU**NET** **athe**

