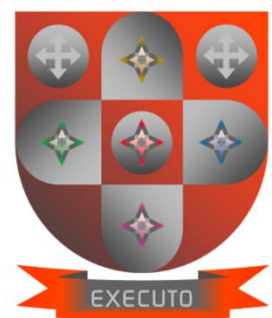




## EDUVISA ACADEMIC PARTNERSHIP PROGRAMME

### 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).



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# ACADEMIC PARTNERSHIP PROPOSAL

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## 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** (OLMS) 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 VISION

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.



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### 3. ACADEMIC PARTNERSHIP OPTIONS

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

#### 3.1 INDEPENDENT REFERRAL AFFILIATE (IRA)

##### ORIENTATION (IRA)

EDUVISA offers a **Referral Affiliate Programme** to help **students** fund their education and **individuals** to exploit a new source of income. By referring others to register to EDUVISA, you can benefit from our referral commission system which will enable you to fund your diploma/degree or even launch your own Student Centre. Referral marketing is user-driven and reaches and influences consumers worldwide during every phase of the product/service journey. This means that the client (in this case you as a student or individual) can utilise the academic service (studying towards a diploma or degree) while benefitting financially from sharing the experience with others.

##### PERSONAL INCOME (IRA)

If you are a student or individual looking for an option to earn an extra income or to pay for your studies or even just to make more money the **EDUVISA Independent Referral Affiliate (IRA)** opportunity is your answer to an affordable and risk-free income solution! Now you can generate an alternative income and even start your own business working from home without the limitations of a 9-5 workday, having to obey an alarm clock or commuting to and from work. As a student, you can now complete your studies free from the burden of a study loan while creating an income that may continue to grow even after your studies have been completed.

##### ONLINE BUSINESS WHILE YOU STUDY (IRA)

Starting a new business or creating an alternative income could be a challenging prospect compounded by the need to risk your capital, the challenges of staff, long hours, and competition. Joining the EDUVISA Referral Affiliate network team is your answer!

- It offers you the benefits of starting and running your **own business** without risking your capital or burdening yourself with the challenges associated with starting a traditional business.
- It is tailor-made for the new IT-driven era where the Referral Affiliate (you) will engage consumers (potential students, friends, and family) through a variety of distribution models including websites, social media, search engines, email, mobile apps, offline marketing and more.
- The EDUVISA Referral Team will provide you with the necessary Referral Links, Banners and Templates for use in the Internet realm.
- You get to experience the benefits of working for yourself, an unlimited income and an educational product required by millions at a level of unmatched affordability and an automated system that only requires you to tell others about the EDUVISA Referral Affiliate opportunity and EDUVISA Graduate Degree Programmes. And it does not matter where you may find yourself in the world!



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### REFUNDING OF AFFILIATE FEE (IRA)

As an incentive bonus, **50%** of the **Referral Affiliate Registration Fee** becomes refundable as soon as a minimum of **10 students** has successfully been referred for programme registration purposes (IQF Level 3+ - Level 7+).

### REFERRAL COMMISSION (IRA)

Referral Commission relevant to an **EDUVISA Independent Referral Affiliate** is automatically generated by the EDUVISA Referral Affiliate System according to the following input parameters:

- Referral Commission equal to **5%** is calculated on every amount paid via the **Referral Affiliate Link** during the 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.

COMMISSION GENERATING PROGRAMMES	PERCENTAGE
Management Skills Programme	5%
University Access/Entrée Programme (IQF-L3+) (Bachelor Entrée)	5%
Diploma (IQF-L4) (1st Academic Year - Bachelor)	5%
Higher Diploma (IQF-L5) (2nd Academic Year - Bachelor)	5%
Graduate Diploma (Bachelor's Degree) (IQF)-L6) (3rd Academic Year - Bachelor)	5%
Graduate Diploma (Bachelor's Degree) (RQF)-L6+) (3rd Academic Year - Bachelor)	5%
Post-Graduate Diploma (Master's Degree) (IQF-L7) (4th Academic Year - Master)	5%
Post-Graduate Diploma (Master's Degree) (RQF-L7+) (4th Academic Year - Master)	5%
Bachelor's Degree (Top-Up) (Capita Selecta & Dissertation) (RQF-L7+)	2.5%
Master's Degree (Top-Up) (Capita Selecta & Dissertation) (RQF-L7+)	2.5%

The use of the Referral Link is also recommended in the case of a business or organisation that desires a third-stream income without activating a campus or training centre or becoming involved in day-to-day academic activities. Referral Affiliates are required to activate a **PayPal Account** that will be required for commission payment purposes.





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### HOW TO REGISTER AS A REFERRAL AFFILIATE (IRA)

Simply register as an EDUVISA Affiliate by activating an EDUVISA User Account and registering online as a referral affiliate by paying the **Affiliate Registration Fee of £25** via any of the **EDUVISA secure Payment Gateways and Bank Accounts**. As soon as your application has been received and the Affiliate Registration Fee has been confirmed by the financial institution you will be activated as an EDUVISA Referral Affiliate. You will be allocated a unique Affiliate Code and Affiliate URL Link which you may use in emails, websites, and other Internet platforms to refer new students to EDUVISA. You will also be provided with advertising banners which you may utilise for Internet and social marketing purposes. The EDUVISA Referral Affiliate System will generate affiliate commission as soon as registration and payment of the students recruited or referred by you, have been confirmed. Affiliate commission is paid out monthly within 30 – 6 days of being generated. The opportunity to start generating an income has never been more accessible, affordable, and as effortless as the EDUVISA Referral Affiliate opportunity. Referral Affiliate status is automatically suspended if the IRA does not log any new student registrations within a period of 12 months.

### HOW TO REGISTER AS AN IRA

Mouse-click on the Independent Referral Affiliate (IRA) Webpage and press the **Purchase Button** at the top of the page to activate the online registration process.

## 3.2 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).



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- 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.

### 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 equal to **20%** 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 (ASC)

- Registered **Accredited Student Centres** (ASC) are invoiced at a discounted programme fee equal to 80% of the listed programme on par with the **Referral Commission Rebate Scale**.



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- 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 (3<sup>rd</sup> stream incomes).

COMMISSION / DISCOUNT GENERATING PROGRAMMES	PERCENTAGE
Management Skills Programme	20%
University Access/Entrée Programme (IQF-L3+) (Bachelor Entrée)	20%
Diploma (IQF-L4) (1st Academic Year - Bachelor)	20%
Higher Diploma (IQF-L5) (2nd Academic Year - Bachelor)	20%
Graduate Diploma (Bachelor's Degree) (IQF)-L6) (3rd Academic Year - Bachelor)	20%
Graduate Diploma (Bachelor's Degree) (RQF)-L6+) (3rd Academic Year - Bachelor)	20%
Post-Graduate Diploma (Master's Degree) (IQF-L7) (4th Academic Year - Master)	20%
Post-Graduate Diploma (Master's Degree) (RQF-L7+) (4th Academic Year - Master)	20%
Bachelor's Degree (Top-Up) (Capita Selecta & Dissertation) (RQF-L7+)	2.5%
Master's Degree (Top-Up) (Capita Selecta & Dissertation) (RQF-L7+)	2.5%

### REFUNDING OF CENTRE REGISTRATION FEE

As an incentive bonus, **50%** of the Centre/Campus Registration Fee becomes refundable as soon as a minimum of **10 students** has successfully been referred for programme registration purposes (IQF Level 3+ - Level 7+).

### 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** - Close the automated response and proceed via the **Purchase Button** to the Secure Payment Gateways (Debit/Credit Card, EFT, MasterPass, Bank Deposit and SCode).
- **Step 4** - Follow the email / online message registration instructions to seamlessly complete the registration process.
- **Step 5** - Avail yourself for a campus visit or online interview session and/or proceed with the online registration and payment process.
- **Step 6** - Receive email / online message confirmation of Student Centre activation and access the EDUVISA OLMS platforms.

### 3.3 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.
- 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.





### 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 equal to **20%** 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 80% of the listed programme on par with the **Referral Commission Rebate Scale**.
- 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.
- 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 (3<sup>rd</sup> stream incomes).

COMMISSION GENERATING PROGRAMMES	PERCENTAGE
Management Skills Programme	20%
University Access/Entrée Programme (IQF-L3+) (Bachelor Entrée)	20%
Diploma (IQF-L4) (1 <sup>st</sup> Academic Year – Bachelor)	20%
Higher Diploma (IQF-L5) (2 <sup>nd</sup> Academic Year – Bachelor)	20%
Graduate Diploma (Bachelor’s Degree) (IQF)-L6) (3 <sup>rd</sup> Academic Year – Bachelor)	20%
Graduate Diploma (Bachelor’s Degree) (RQF)-L6+) (3 <sup>rd</sup> Academic Year – Bachelor)	20%
Post-Graduate Diploma (Master’s Degree) (IQF-L7) (4 <sup>th</sup> Academic Year – Master)	20%
Post-Graduate Diploma (Master’s Degree) (RQF-L7+) (4 <sup>th</sup> Academic Year – Master)	20%
Bachelor’s Degree (Top-Up) (Capita Selecta & Dissertation) (RQF-L7+)	2.5%
Master’s Degree (Top-Up) (Capita Selecta & Dissertation) (RQF-L7+)	2.5%





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## 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 **Accredited Leadership 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** – Close the automated response and proceed via the **Purchase Button** to the Secure Payment Gateways (Debit/Credit Card, EFT, MasterPass, Bank Deposit and Scode).
- **Step 4** – Follow the email / online message registration instructions to seamlessly complete the registration process.
- **Step 5** – Avail yourself for a campus visit or online interview session and/or proceed with the online registration and payment process.
- **Step 6** – Receive email / online message confirmation of Student Centre activation and access the EDUVISA OLMS platforms.

## REFUNDING OF ALC REGISTRATION FEE

As an incentive bonus, **50%** of the Referral Affiliate Registration Fee becomes refundable as soon as a minimum of **10** students has successfully been referred for programme registration purposes (IQF Level 3+ - Level 7+).

## 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



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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.

### **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.



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### 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.

### 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**".



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### **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.

### **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.



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### **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.

### **SURVIVAL**

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



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- (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.

### **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**.



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### 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.



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campus@eduvisa.co.uk  
www.eduvisa.co.uk

#### EDUVISA (SA)

Graduate School of Management  
(International Call Centre)  
Cnr Main & Sloane Street  
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