



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 GSM Graduate School of Management (hereafter referred to as **EduVisa GSM GSM**) offers community organisations, private and ACE schools, corporate businesses, local radio stations, Internet Cafés, and government institutions the opportunity to incorporate accredited diploma and degree qualifications into their empowerment and training programmes by registering as an accredited **EduVisa GSM 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 GSM via our Internet-based **Online Learner Management System** or **Virtual University System** (EVUS) with little or no input required by the ASC/ALC 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 GSM 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 EduVisaSA GSM 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 GSM 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 GSM 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 GSM 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 GSM Academic Partnership Programme provides the following **two academic collaboration options**:

3.1 EDUVISA GSM ACCREDITED STUDENT CENTRE (ASC)

ORIENTATION

Institutions that typically will benefit from registration as an accredited EDUVISA GSM 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 GSM 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 GSM Student Centre via the EDUVISA GSM "Approved Student Centre" list of institutions (including a link to your website).
- Easily combine EDUVISA GSM 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 GSM 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.



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- 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 GSM Payment Gateways.
- All academic and university support activities and functions are delivered by EDUVISA GSM's university-level Online Learner Management System (OLMS).
- Registration as an EDUVISA GSM Student Centre/Campus automatically activates the Head of the Centre / Campus as an EDUVISA GSM 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 your 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) after a period of 6 months following the date of registration to maintain their ASC/ALC activation status.

REFERRAL COMMISSION (ASC)

Referral Commission relevant to **EDUVISA GSM Student Centre/Campus** is automatically generated by the EDUVISA GSM 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 GSM Online Registration System to use the Certified Referral Affiliate Link of the Referral Affiliate that initially referred them to EDUVISA GSM.

TABLE 1 - COMMISSION / DISCOUNT APPLICABLE TO ASCs

PERCENTAGE

(L3) (IQF) Management Skills Programme (Cert.Man) (Formative Assessment)	25%
(L3) (IQF) Bridging Diploma (Dip.HEA) (Bachelor Entrée) (Formative Assessment)	25%
(L4) (IQF) Diploma (Dip.Man) (1 st Year - Bachelor) (Formative Assessment)	25%
(L5) (IQF) Higher Diploma (HDip.Man) (2 nd Year - Bachelor) (Formative Assessment)	25%
(L6) (IQF) Graduate Diploma Management (GDip.Man) (Bachelor/Masters Bridging) (Formative Assessment)	25%
(L7) (IQF) Post-Graduate Diploma (PGDip.Man) (Master's Year) (Formative Assessment)	25%
(L7) (RQF) Diploma in Business (Dip.Man) (Master's Year) (Summative Assessment)	10%



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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 GSM 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 GSM 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 GSM 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.





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- 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 GSM 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 GSM'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 Students Centres (ACS) are required to commit to the payment of a monthly subscription fee of **£25 (GBP)** after a period of 6 months following the date of registration to maintain their ASC/ALC activation status.

REFERRAL COMMISSION (ALC)

Referral Commission relevant to **EDUVISA GSM Accredited Leadership Centre (ALC)** is automatically generated by the EDUVISA GSM 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 GSM Online Registration System to use the Certified Referral Affiliate Link of the Referral Affiliate that initially referred them to EDUVISA GSM.

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 GSM **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.



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- 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 ALCs

PERCENTAGE

(L3) (IQF) Management Skills Programme (Cert.Man) (Formative Assessment)	25%
(L3) (IQF) Bridging Diploma (Dip.HEA) (Bachelor Entrée) (Formative Assessment)	25%
(L4) (IQF) Diploma (Dip.Man) (1 st Year - Bachelor) (Formative Assessment)	25%
(L5) (IQF) Higher Diploma (HDip.Man) (2 nd Year - Bachelor) (Formative Assessment)	25%
(L6) (IQF) Graduate Diploma Management (GDip.Man) (Bachelor/Masters Bridging) (Formative Assessment)	25%
(L7) (IQF) Post-Graduate Diploma (PGDip.Man) (Master's Year) (Formative Assessment)	25%
(L7) (RQF) Diploma in Business (Dip.Man) (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 GSM 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 to the official EduVisa Bank Account as indicated on the EduVisa Website.
- **Step 6** - Follow the email / online message registration instructions to seamlessly complete the registration process.





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

OPPORTUNITY

EDUVISA GSM offers individuals, community organisations, corporate institutions, and training providers the opportunity to register as an EDUVISA GSM 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 GSM 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 GSM Graduate School of Management has to comply to.

UNIQUE REFERRAL CODE

EDUVISA GSM will indicate and certify the ASC/ALC as an ASC/ALC on the EDUVISA 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 GSM 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 GSM Online Learner Management System (OLMS).

BRAND ASSISTANCE

EDUVISA GSM 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 GSM may be used for marketing and awareness campaigns.

STUDENT ADMINISTRATION

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



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DUE DILIGENCE REQUIREMENT

To register as an EDUVISA GSM 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 GSM retains the right to either accept or reject any application without revealing the reasons that lead to the decision.

DISCOUNTED INVOICING

EDUVISA GSM may upon request and after consultation with the EDUVISA GSM 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 GSM will create an invoice system through which the EDUVISA GSM ASC/ALC will be invoiced on a discount basis equivalent to the prescribed levels of commission.

INDEPENDENCY RELATIONSHIP

The EDUVISA GSM ASC/ALC, its representatives and/or employees, although certified as an EDUVISA GSM Accredited Centre, Campus or Training Centre understand and agrees that its relationship with EDUVISA GSM 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 GSM or enter into any business or other agreement or relationship on behalf of EDUVISA GSM.

COMMISSION GENERATION REQUIREMENT

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

BRAND OWNERSHIP

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



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APPROVAL OF REGISTRATION CONDITIONS

The EDUVISA GSM 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 GSM

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

BRAND COPYRIGHT

The EDUVISA GSM ASC/ALC understands and agrees that any product, material, or service associated with EDUVISA GSM may only be utilised in its original branded format (co-branding may apply) as supplied by EDUVISA GSM and may under no circumstances be copied electronically or otherwise without the written approval of EDUVISA GSM 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 GSM from granting any other licenses for the use of the name EDUVISA GSM or from utilizing the name EDUVISA GSM 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 GSM.

GOOD WILL

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

COMPLIANCE TO THE LAW

The EDUVISA GSM 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 GSM.

ACCESS TO PREMISES

The EDUVISA GSM ASC/ALC understands and recognizes that EDUVISA GSM 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.



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PROTECTION OF EDUVISA GSM's NAME

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

USE OF PRODUCTS, MATERIAL AND SERVICES SUPPLIED

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

THE USE OF SIGNAGE

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

REPRESENTING EDUVISA GSM

The EDUVISA GSM ASC/ALC understands and agrees that it shall not in any manner or respect be the legal representative or agent of EDUVISA GSM and shall not enter or create any contracts, agreements, or obligations on the part of EDUVISA GSM, either expressed or implied, nor bind EDUVISA GSM 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 GSM ASC/ALC understands and agrees to defend, indemnify, and hold harmless EDUVISA GSM, 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 GSM 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



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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 GSM 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 GSM ASC/ALC and EDUVISA GSM 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 GSM 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 GSM; 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 GSM 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 GSM** or upon the operation and reputation of EDUVISA GSM'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 GSM** and shall not thereafter use any name, mark, or trade name similar



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thereto. Termination of the Academic Partnership Agreement (APA) under the provisions of this Section shall be without prejudice to any rights which EDUVISA GSM 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 GSM **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.



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