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INTERNATIONAL EDUCATION CO-OPERATION AGREEMENT

BETWEEN

- i. Babe Ke College of Education, V.P.O-Mudki, Distt-Ferozepur (Punjab), India
- ii. Babe Ke College of Education, V.P.O-Daudhar, Distt- Moga (Punjab), India
- iii. Babe Ke Institute of Nursing, V.P.O.-Daudhar, Distt-Moga (Punjab), India
- iv. Lala Lajpat Rai Memorial Polytechnic College, V.P.O-Ajitwal, Distt- Moga (Pb.), India and Associated Institute

AND

**Waiariki Institute of Technology
Mokoia Drive, Rotorua, NEW ZEALAND**

**is extended further for
the period of five years
of the same terms and conditions
Nov 2012**

1. GENERAL

This agreement commits The Parties to further their co-operation in those areas identified in part 5 by adhering to the principles in part 4.

2. INTERPRETATION

Agreement means the International Education Co-operation Agreement between , Babe Ke Group of Institute and associate colleges, India and Waiariki Institute of Technology, Mokoia Drive, Rotorua, New Zealand.

BAB means Babe Ke Group of Institute and associate colleges, India

Waiariki means Waiariki Institute of Technology, a government-owned institution located in Mokoia Drive, Rotorua, New Zealand.

Transfer of Credit is credit awarded for completing the same or similar learning outcomes at the expected standard from another recognised course(s) or programme(s); confirmed by verification of equivalency of the relevant learning outcomes.

Transferring or Pathway - these term are used to indicate students continuing their studies at Waiariki after completing their studies at BAB.

3. THE PARTIES

The two Parties to this agreement are:

- i) Babe Ke Group of Institutes and their associated colleges
- ii) Waiariki Institute of Technology, Mokoia Drive, Rotorua, New Zealand

4. PRINCIPLES

The Parties to this agreement commit themselves to:

- i) Viewing each other as equal partners seeking jointly beneficial outcomes.
- ii) Acknowledging that a long-term harmonious relationship will enhance such outcomes.
- iii) Recognising that stability and consistency in each party management of this agreement will add value to their relationship.
- iv) Creating an environment that encourages dialogue especially in difficult issues.
- v) Acting collaboratively in all their interactions.
- vi) Displaying an awareness of and sensitivity to the cultural values and etiquette recognised or adopted by each institution.
- vii) Actively promoting the terms and conditions of this agreement and its schedules.
- viii) This agreement requires the approval by the higher authorities of both parties.

5. THE RELATIONSHIP

The relationship will be one of two institutions sharing respect, ideas and learning at all levels in the spirit of open friendship and a growing international understanding between students and staff.

The relationship shall consist of activities such as:

- i) Reciprocal visits by staff or students.
- ii) Professional development of staff.
- iii) Schemes involving and programmes of study.
- iv) Exchange of academic materials and other information.
- v) Joint research activities and publications.
- vi) Participation in seminars and academic meetings.
- vii) The provision of academic advice and support to students.
- viii) Friendship visits by presidents or chief executives
- ix) The designation of liaison persons to develop and co-ordinate the above activities at each institution.
- x) Exploration of student exchange programme
- xi) Any other activities that may be mutually agreed by both Parties.

BAB will not enter into agreement with any other NZ institutes courses without prior approval of Waiariki.

6. ACADEMIC POLICIES

The academic policies, rules and procedures of the institution where a student is enrolled, shall apply.

7. MARKETING

BAB are primarily responsible for marketing and recruiting students into the articulation scheme.

8. COSTS

Prior written agreement must be made before any cost is incurred by one party for which the other party will be responsible.

Waiariki will meet all costs associated with travel of Waiariki staff travelling to BAB. Accommodation and food expenses of Waiariki staff while at BAB will be met by Waiariki. BAB will meet all costs associated with travel of BAB staff travelling to Waiariki. Accommodation and food expenses of BAB staff at Waiariki will be met by BAB.

9 a. TUITION FEES AT WAIARIKI

Waiariki annual tuition fee for each of articulating student full-time into Bachelor

degree/Graduate diploma/Diploma/Certificate programmes of study at Waiariki will be the annual fee for international students.

Waiariki will pay 15% of that First year tuition fee to BAB for their services and help in getting the Student Visa to students from NZ Immigration Service in India.

Waiariki will also pay BAB 5% of the second year tuition fee for all the students who enroll in second year of diploma or final year of degree at Waiariki.

9 b. TUITION FEE AT BAB

If curriculum advice is given by Waiariki for a specific programme then BAB will charge minimum of \$ NZ 2000 fee for a course which is six months or less duration and minimum of \$ NZ 3500 fee for a course which is seven months or more duration. This fee will be reviewed every year. If it is only cross credit of existing BAB course then Waiariki won't charge any fee

BAB will pay Waiariki 30% of the fee charged in India per student enrolled on the programme in India. BAB will pay this to Waiariki in NZ dollars within 4 weeks of the course start date.

10. COMMUNICATION

English will be the language used in communications between the Parties and their staff. BAB will provide in English any information including students' records or copies of students' work which this Agreement or Waiariki Academic Regulations requires. It is acknowledged that English will be the language of instruction while the students are at BAB.

11. PROGRAMME SUPPORT

- i) Waiariki will provide a course co-ordinator at Waiariki to support the relationship.
- ii) Waiariki will provide at its cost up to one visit per annum of Director-Special Projects to support the marketing and recruitment of students in India.
- iii) Provided the course has minimum of 15 students, Waiariki will provide one visit per annum, by a lecturer, for five working days, to support the course.
- iv) Waiariki can help new students transferring to Waiariki find accommodation and will arrange airport pick-up.
- v) The Parties will set up at BAB's cost an implementation office on BAB campus and assign personnel to pursue the activities described in the Agreement. Such personnel will accomplish work as mutually agreed to by both parties.

12. CONFIDENTIALITY

Any information about students which BAB may provide to Waiariki pursuant to Waiariki International Student application form, will be administered by Waiariki in ways that are consistent with the privacy statement in that document.

13. INTELLECTUAL PROPERTY

To safeguard the confidentiality of The Parties, or to protect Waiariki intellectual property, which Waiariki may hold in its possession, BAB shall:

- i) use reasonable care and skill to ensure that all intellectual property (in physical or electronic form) is stored securely; and,
- ii) ensure that no third parties including other educational institutions other than those which Waiariki expressly permits, have access to Waiariki intellectual property or use it for a third party benefit;
- iii) upon termination of this Agreement BAB will immediately return to Waiariki all Waiariki intellectual property.

14. CHANGES TO THIS AGREEMENT

This Agreement and the Scheme may be changed only by the mutual agreement of both Parties. Any such changes will be written and signed and attached to this agreement or its schedules.

15. TERMINATION

Either Party may terminate this Agreement in writing by giving the other Party twelve months notice of termination. This does not prevent The Parties from mutually agreeing to a shorter period of notice.

16. TERM OF AGREEMENT

This Agreement shall come into force on the date it is signed by The Parties and shall continue in force for three years from that date. The Parties will jointly review the operation of this Agreement prior to it being renewed.

17. PROTECTION OF STUDENTS

The Parties recognise that students who enroll in courses provided for by this Agreement have a right to receive the course or courses of study for which they have paid. Therefore, prior to the termination or non-renewal of this Agreement, The Parties will consider any potential adverse effects of that action on such students and take action to minimise such effects on them.

Prior to the termination or non-renewal of this Agreement, the Party or Parties responsible for the action will act to ensure that all students (and/or their parents) potentially affected by it, will be identified and advised in writing of this decision. In such a situation, that Party or The Parties will normally offer such students a refund of an amount equal to the fees paid to enroll in any cancelled course and or be offered the opportunity to enroll in suitable

alternative courses on an agreed basis.

The Parties agree that in the event of any party wishing to terminate the Agreement, all existing students of programmes who are eligible to complete their candidature within the maximum period allowed shall be allowed to do so, and shall be awarded the appropriate degree qualification upon successful completion of the course.

18. DISPUTE RESOLUTION

18.1 Mediation

If a dispute arises out of or related to this Agreement, or the breach, termination, validity or the subject matter thereof, the parties agree to first endeavour to settle the dispute by mediation.

18.2 Mediator

The mediator shall be a person agreed by BAB and Waiariki.

18.3 Arbitration

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration institutions.

18.4 Legal Interpretation

The interpretation of this Agreement and the rights and obligations of BAB and Waiariki under this Agreement and all questions relative to the execution, validity and performance of this Agreement shall be governed by and interpreted under the laws of New Zealand.

19. AGENCY

Each party retains its individual institutional autonomy and nothing in this Agreement should be interpreted as constituting either Party as an agent, partner or employee of the other. Neither party shall make any commitments which in any way obligates the other party, other than that covered in this Agreement.

20. THE SCHEME

20.1 Aims

The aims of the Scheme are to:

- i) Foster international understanding and friendship.
- ii) Improve the knowledge, skills and experience of students and staff in areas relating to applied business practices and principles and English.
- iii) Enable students to gain credits from BAB programmes to the following higher level of Waiariki programmes in New Zealand. Time period of their study in NZ may vary depending on the course they choose.

- 1) Bachelor of Nursing for Registered Nurses- L7
- 2) Diploma in Early childhood- L7
- 3) NZ Diploma in Business – L6
- 4) Bachelor of Applied Management- Level 7
- 5) Bachelor/Diploma in Tourism Management - Level 7/6
- 6) Diploma in Networking - Level 6
- 7) Diploma in Webmastery - Level 6
- 8) Bachelor of Computing Systems- Level 7
- 9) Diploma in Multimedia, Internet and Web Design - Level 6
- 10) Diploma in Systems Design and Implementation - Level 6
- 11) Diploma in Manufacturing- L5

More courses may be added in the agreement in the next phase depending on the success of the first phase

vi) Ensure that students enrolled under this scheme are provided with equivalent information and learning support regardless of the institution at which they are enrolled.

20.2 Model

- Waiariki will match the BAB course curriculum with their curriculum and agree on cross credit. If enough credit is not available then Waiariki lecturers will provide curriculum advice, graduate profile, examples of assessments in the above mentioned programmes/courses.
- BAB will enroll students in their courses that are equivalent to either first year of above course or foundation courses which are pre-requisite to get entry into above mentioned courses
- The course of study at BAB shall be approved by Waiariki to ensure that the credits earned by students studying at BAB will be recognised at Waiariki.
- Those students who achieve the results specified by Waiariki in the above mentioned courses will receive recognition of prior learning or credits for their studies at BAB to the next level of course at Waiariki.

20.3 Right to Entry to Degree Programmes

The right of any student to gain admittance to the Waiariki programmes is also conditional upon:

- i) the students satisfying the English language criteria for admission to the courses of study.
- ii) the student being granted a New Zealand student visa.
- iii) the student having sufficient financial resources to enable them to complete their course of study at Waiariki

20.4 Academic Transcripts

To enable Waiariki to verify if a student application satisfies the admission criteria to enter the Waiariki programme, BAB will provide Waiariki with all relevant academic transcripts in English with each student enrolment application.

20.5 New Zealand Student Visa

Waiariki will work with the implementation office at BAB to help ensure that documentation required to process student visa applications is available and in a form to help the process to be carried out in a timely manner.

20.6 Education Resources Information

Waiariki will provide BAB with the educational resources to which The Parties agree.

BAB may reproduce those Waiariki educational resources in whatever form and quantity which it may require for the support of courses under this articulation scheme. This right is subject to part 16 intellectual Property of this Agreement.

BAB and Waiariki will provide students entering the articulation scheme with information in English about the articulation scheme and the learning environments in both institutions.

20.7 Graduation

Students, who successfully complete the requirements for Waiariki programmes, will be awarded a Waiariki certificate, diploma or degree in NZ.

Students studying at BAB may be eligible for BAB qualifications but will not be eligible for any Waiariki qualification.

The Parties will use their best endeavours to offer the qualification models from 2008.

20.8 Academic Reviews

The Parties agree to jointly review the Scheme in July 2010 in conjunction with EduTech limited.

The Parties may also review agreed academic aspects of the Scheme at times mutually agreed. Any additions or alterations to this Agreement will be agreed by both parties in writing as a supplement to this contract under the title variations.

21. THE AGREEMENT

The agreement shall be in English.

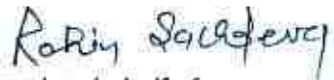
The Agreement shall be valid from the date of signature.

22 Liaison

Paramdip Singh-Director Special Projects and EduTech Limited will liaise with BAB on behalf of Waiariki.



SIGNATURES



Signed on behalf of

BAB and associated Institutes

Name: Dr. Rohin Sachdeva

Position: General Secretary

Signature:



Date:

27 / 11 / 12

Signed on behalf of

Waiariki Institute of Technology

Name: Dr. Pim Borren

Position: Chief Executive

Signature:

Date