

TERMS & CONDITIONS

APPOINTMENT AS AN APPROVED CENTER OF IEA

This Agreement is made on the _____ (day) of _____ (month) in _____ (year) between: -

- A. INTERNATIONAL ENTREPRENEURS ASSOCIATION, UNITED KINGDOM.** (hereinafter known as "IEA")
- B. IEA ADMINISTRATION REPRESENTATIVE OFFICE** (hereinafter known as the "PRINCIPAL") is an exclusive global partner in offering IEA online and on-campus programs (hereinafter known as the "COURSES").
- C.** (Name of Approved Center) _____ is a training & development company/institution that is keen to offer the selected COURSES from the PRINCIPAL at the following address _____ (hereinafter known as "AC").

NOW IT IS HEREBY AGREED:

1.0. Responsibilities of PRINCIPAL and IEA

1.1 Academic

- (a) Being an official point of contact with IEA for all matters pertaining to the COURSES within AC;
- (c) Assess the competency of tutors for the delivery of the COURSES according to IEA requirements.
- (d) Oversee the financial relationship between all parties involved within this AGREEMENT.
- (e) Ensure that the COURSES provided by AC meet with the structure and syllabus of IEA;

1.2. Assessment

- (a) Organize an examination schedule for the COURSES, normally held twice a year;
- (b) Undertake the final round of assessment, invigilated and then moderated by approved examiners.
- (c) Monitor to ensure that individual students are advised of their progress and receive the formal results.

1.3. Marketing

- (a) Cooperate with AC in the overall concept and positioning of advertising and promotions;
- (b) Set up partnerships with cooperation and other bodies to enhance the COURSES;
- (c) Comment and approve the sample advertising materials prepared by AC.

2.0. Responsibilities of AC

2.1. Marketing and Advertising

- (a) Actively promote and recruit at least **2000** students during each academic year.
- (b) Submit any advertising and marketing promotions of the COURSES prior to its publication.

2.2. Administration

- (a) Obtain Government Approval (if necessary) for running the COURSES. Otherwise, the program can be conducted via long distance or online mode;
- (b) Collect 50% of the fees in Clause 3.0. and dispatch the completed enrolment forms before commencement of program and the rest of 50% at least 60 days prior to completion of the program to IEA;
- (c) Assist student in obtaining loans from the banks or other loan granting institutional bodies;

2.3. Academic

- (a) Appoint an academic COURSE leader from for the management of the COURSES in AC, who will chair a quarterly COURSE Management Committee meeting for all AC staff involved in the tutorial support of the COURSES;
- (b) Provide textbooks and course materials, adequate library, information technology platform, equipment, personnel and other resources as can reasonably be required to deliver and support the COURSES
- (c) Assist PRINCIPAL in the assessment of the preliminary or progressive round of the COURSES work and to ensure trainers provide the assignments, tutorial and an annual commentary on progress and achievements.;

3.0. Finances

- 3.1. Inspection Fee of £850 for the principal to cover flight and accommodation. Only applicable one time.
- 3.2. Commitment of 10 seats for Diploma program. Alternatively sign up the students 30 days upon the signing of this agreement.
- 3.3. Annual Processing Fee of £70 per level (renewable each year) payable to PRINCIPAL by AC. And for every student enrolled by AC for the Course, AC will pay PRINCIPAL the fees according to A2 Form attached.

4.0. Intellectual Property and Copyright

For the purpose of this AGREEMENT, "Intellectual Property" shall mean all or any trade marks, trade names, logos and other identifying material, copyright or any other intellectual property rights owned or used by IPMA in connection with the COURSES. IEA reserves the rights to the intellectual property of the content contributed related to the COURSES and AC acknowledges respective IEA rights to the Intellectual Property in connection with the COURSES and degrees awarded;

5.0. Quality Control and Assurance

The COURSES will be subjected to respective IEA procedures for quality control and assurance. These include:

- (a) **Operations;** AC COURSE leader who will be responsible for the daily management of the COURSES and who will prepare an annual report together with PRINCIPAL on the conduct of the COURSES and other strategic issues;
- (b) **Guidelines;** AC quarterly Course Management Committee which will be the mechanism by which academic issues affecting the delivery and the development of the program are raised and discussed, of which changes are to be made in consultation with PRINCIPAL;
- (c) **Assessment;** PRINCIPAL will assess the quality of delivery of AC in the measurement of student coursework and examination results; Other methods include study of statistics and commentaries of student performances; Periodic review will be conducted by respective IEA Representatives.

6.0. Exclusion

This AGREEMENT is personal to AC and is not entitled to assign, sub-contract or otherwise deal with its rights or obligations under this agreement to any third party unless agreed in writing by the other party. This AGREEMENT makes AC a partner within the COURSES but does not give AC any authority to incur any obligations of any nature expressed or implied on behalf of IEA unless provided for in a further agreement.;

7.0. Representations and Warranties

Both parties represents and warrants that it has the right, power and authority to enter into this AGREEMENT and to fully perform its obligations under this AGREEMENT and all information submitted is true and correct, and AC acknowledges and agrees that PRINCIPAL has relied upon the information provided therein in entering into this Agreement.

8.0. Confidentiality

Both AC and PRINCIPAL agree and covenant that all confidential information, including information relating to the financial condition, business affairs or trade secrets of the disclosing party received by the receiving party shall be guarded as private and confidential at all times.

9.0. Dispute Resolution

In the event of a dispute, the parties will use their best endeavours to resolve the matter. And where the dispute is purely academic, the matter shall be referred to respective IPMA whose decision will be final. For disputes concerning other matters, the Law of Malaysia shall apply. In whichever case, both parties will ensure that students will be able to complete the programs

10.0. Force Majeure

Neither Party shall be liable for non-performance or delay in performance of its obligations hereunder if it is due, in whole or in part, directly or indirectly to an event or failure beyond its reasonable control which includes without limitation, any act of God, natural or unnatural disaster, strike, lockout, labor dispute, inclement weather or any act of government.

11.0. Review and/or Termination

This AGREEMENT covers the period of one year, which is renewable at the stipulated rate. Additionally, the Course shall be subject to periodic review according to IEA' procedures.

12.0. Governing Law and Jurisdiction

This AGREEMENT shall be construed and governed by the laws of Malaysia and each party agrees to submit to the non-exclusive jurisdiction of the Malaysia courts.

We, the undersigned, agreed to the above terms and conditions of the Agreement;

Signed on behalf of Associate Centre

Signed on behalf of IEA Administration

Name
Date

Name
Date

-end-