

Strictly Private & Confidential



Student’s Full Name with Initials :
.....
[Mentioned in ORG Certificate / Transcript & Offer Letter]

University / Affiliation body Name :
.....

Program Duration :
[Years/Months]
.....

Complete Program Title :
[Note: Program title will be decided according to offer by university or affiliation body]
.....

Date of Admission :
.....

Date of Completion :
.....

Payment Method : One time / Installment’s

Payment Date’s : [01st Payment]
[As agreed] : [02nd Payment]
: [Other]

Payment Receiving Date’s :/...../.....

Via : Online / Cheque / Cash / Deposited / Etc.

Signature :

Date :

DRAFT

STUDENT AGREEMENT

THIS AGREEMENT made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this **[Day]** of**[Date]** Two Thousand & Twenty (2020) by and between **STANDARD INSTITUTE FOR BUSINESS MANAGEMENT(PVT) LTD** having its Registered Office at No. 17, Parakum Mawetha, Jayanthipura, Battaramulla, Sri Lanka registered under the Registration of Business Certificate No. P V 95007 (hereinafter called and referred to as “**The Party of the FIRST PART**” which term shall where the context so requires or admits mean and include the said **STANDARD INSTITUTE FOR BUSINESS MANAGEMENT (PVT) LTD** Enhancing Professional Status for Busy Working Professionals and

..... **[Name]** Holder of Sri Lanka **[NIC No. or Passport No.]**.....of No.

[Address].....

.....in the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as “**The Party of the SECOND PART**” which term or expression as herein used shall where the context so requires or admits mean and include the said**[Name with initials]** his/her heirs executors administrators and assigns) of the other Part.

WITNESSETH AS FOLLOWS:

WHEREAS the Party of the First Part has agreed to provide Appropriate foreign university qualification to Enhancing above mentioned professional Status described in the schedule A mentioned below and the Party of the Second Part agree and undertake to adhere to, and comply with the terms and conditions stipulated in the schedule B mentioned below.

AND WHEREAS the Party of the Second Part being a signatory to this agreement hereby declares that he/she is fully and completely aware of the terms and conditions in this agreement and he/she whole heartedly agree to honor and be completely bound by the said conditions under this agreement.

SCHEDULE (A)

Responsibilities of the Party of the First Part

- 1. Standard Institute for Business Management (Pvt) Ltd being the Party of the First Part undertakes the responsibility of providing educational services to the Party of the Second Part.
- 2. The Party of the First Part undertakes the whole responsibility of the documentation work and submits same to the relevant offices.
- 3. Preparation of self-assessment forms after receiving the application for admission, document screening and filing of other required documents for onward submission to the University and relevant UK/USA establishments.

The Party of the First Part shall act as the Local Facilitator in providing study packages on behalf of the**[Collage, University or Affiliation Body]**. This has been designed by the University for the Party of the Second Part to acquire academic qualifications through distance learning. The Party of the First Part strongly recommends the Party of the Second Part to utilize his/her knowledge through research work and to make every endeavor to complete project reports as early as possible as per the guidelines illustrated in the study pack. The Party of the Second Part if being successful in his/her viva interview, oral exam, assignments, workshops, seminars or examinations conducted by the university and on submission of an acceptable Project Report [covenanted wording capacity], The Party of the First Part shall deliver certificates and confer graduate ship to the Party of the Second Part depending on the nature of the study course that has been selected by the Party of the Second Part.

SCHEDULE (B)

Terms and conditions applicable to the Party of the Second Part

1. No fraudulent documents should be submitted. If any documents submitted by the Party of the Second Part are found to be fraudulent it will result in cancellation of this agreement and the Party of the Second Part shall be liable for criminal prosecution.
2. Mr. or Mrs.[Name with initials](the Party of the Second Part) being the signatory to this agreement, is liable to take full responsibility for any legal action/ penalties etc. imposed by the relevant departments of the Sri Lanka Government and embassies/High commissions concerned as a result of paragraph (1) above.
3. On this agreement being signed by the parties of the First and Second parts, this agreement automatically becomes a legal document under the purview of Sri Lanka Civil Law. The Party of the Second Part by placing his/her signature to this agreement give his/her consent to abide by the terms and conditions stipulated herein and required to pay the total fees to the Party of the First Part as detailed in the prospectus through his/her respective bank or any other mode of payment accepted to the Party of the First Part.
4. Payment should be made in accordance with the Performer invoice agreed upon by 01st & 02nd party.
5. Official invoice including all the official & other documents [Letter of Acceptance etc.] & certifications will be issued to the 02nd party ones the full payment is settled in accordance with the Performer invoice issued.
6. No payment should be paid to outsiders, but to the Party of the First Part only.
7. The Party of the Second Part is strongly advised to obtain official receipts from the Party of the First Part for all payments he/she makes and receipts issued by the Party of the First Part shall be considered as the one and only authenticated legal proof of payments.
8. UNIVERSITY ACCEPTATION, GRADUATION AND GRADUATION PHOTOGRAPH

It is obligatory for the Party of the Second Part to accept appropriate qualification from relevant university or affiliation body and be present for graduation photograph organized and designed by the University and the affiliate body under the supervision of the local facilitator (the Party of the First Part)

- | | |
|---|-------------|
| 1. Franchisee Partnership Centre | (Option# 1) |
| 2. Distance Learning Affiliate Study Centre | (Option# 2) |

For Option# 1 University will then deliver graduation letters to students of the institute and students will receive their final transcript and degree certificate in a convocation that will be chaired by Senior Management of the University.

For Option# 2 University will then deliver graduation letters to students of the institute and within a minimum of 03 [Three] months' time students will receive their final transcript and degree certificates. Students will attend the convocation at the university; however the institute can arrange a mini convocation on its own expense and university representatives will participate at the convocation.

9. No sooner the results of the viva interview, (oral exam) are released, the local facilitator (the Part of the First Part) in conjunction with the relevant University and the affiliate body shall assign a topic or a theme for the Party of the Second Part to work on a comprehensive project report. (This is possible if the party of the Second Part is successful at the viva interview, oral exam only)
10. On submission of the project report by the Party of the Second Part, University and the affiliate body would evaluate the report submitted and if found to be up to the required standards, shall decide _____ to _____ confer _____ appropriate qualification.....
Qualification Title [Certificate, Diploma, and Bachelor, masters, doctoral or PhD]
 or professional certification etc. in line with the study course the Party of the Second Part had chosen.
11. **CERTIFICATE VERIFICATION** – the Party of the Second Part on completion of the educational program and being successful in the oral examinations, viva sections& concluded final dissertation shall be eligible to receive his/her educational certificates originated by the University and the affiliate body. Original Certificate will be issued by the university / affiliation body and received by local facilitator the Party of the First Part. The Party of the Second Part, if wishes to verify the authenticity of his/her academic certificate he/she could do so by surfing the web sites, Fax or email of the University and the affiliate body.
12. In the event the balance fees/payments are not made as agreed, the verification system of the Party of the First Part will be automatically restricted of the relevant certificate. The immediate suspension of the studentship could be re-activated after making the full payment. University affiliate body and local facilitator cannot be held responsible in the event the Party of the Second Part fails to make the due payments.
13. **CESSATION OF AGREEMENT** – the Party of the First Part on completing educational program and awarding certificates and other related official functions on behalf of the Party of the Second Part, shall deemed to be free of all responsibilities covered under schedule (A) above and the Party of the Second Part will also no longer be required to be bound by this agreement.
14. If at any time, any breach of the terms by the party of the Second Part is observed, the Party of the First Part has the right to change/add further conditions to this agreement or to cancel this agreement without prior notice.
15. When the student fails to submit the assignments and the detestation on their own they can hand over the task to the local facilitator SIBM. When the local facilitator accept it the student has to obey the rules and regulation given below, it's a must.

Clause 01

During the submission period if university or any official party reject or not accepted the completion of students task (Document Plagiarism Etc) the student has to bear the full responsibility.

Clause 02

Student should bear the full cost for [re submission, plagiarism Defend, viva or online interviews which the university will demand to defend yourself.

ESSENTIAL REQUIREMENTS FOR ENROLMENT

- Students over 18 years are eligible to take part in this Educational program.
- Prospectus and related literature could be obtained from the Administration office of the Party of the First Part.
- The Administration office of the Party of the First Part is open from 9.00am to 6.00pm on any working day from Monday to Friday of any week.
- After completing the admission forms it should be handed over to the office of the Party of the First Part.
- All fees should be in the form of cash, bank transfer or bank draft only. No cheque's are accepted.
- **DOCUMENTS REQUIRED** – Photostat copies of original certificates and mark sheets of examinations passed should be attached with the application form. If you experience any difficulty in getting your documents attested, you may produce originals of relevant documents to the Administration office of the Party of the First Part, and get them attested by the officers of the Party of the First Part.
- 2 passport size photographs should be produced by the students. (do not staple them)

GENERAL CONDITIONS

- Fees to be paid by cash /bank transfer or bank draft only. Bank drafts should be drawn in favor of 'Standard Institute for Business Management [Pvt] Ltd' and withdrawal from any bank in Sri Lanka.
- No payments made to the Party of the First Part (including University fees) shall be refunded after the student is admitted or dismissed whilst engaged in the study course.
- Registration fees should be paid by the students prior to sitting for the oral exams or viva sections. Total fee's or balance dues have to be settled prior to submitting the final dissertation & certificates will be issued only to paid up students.
- Receipts issued by the Party of the First Part should be produced by the student as and when requested.
- In case students who fail to pay their fees on time, the Party of the First Part reserves the right to strike off their names from the register.
- 01st part always includes dealing & offering recognized universities, Colleges and Affiliation Bodies all over the world. All universities, Colleges under Sri Lanka University Of grant Commission [UGC-SL] & International Association of Universities [IAU]. Affiliation Bodies are under the British Council of Sri Lanka. If one university, College or Affiliation Body doesn't work out 01st part will transfer students to the 02nd best university, College or Affiliation Body available. [It is mandatory for the 02nd part to accept these transfers which 01st part offers all the time.]

STRICTLY ENFORCED POINTS TO BE REMEMBERED BY THE PARTY OF THE SECOND PARTY

- Registration fees paid will be non-refundable under any circumstances, whatever the reason may be. 01stpart wishes to notify that, SIBM and university academics have taken time to assess your application and recommended your application. Therefore, there will be a non-refundable registration fee of each program such as [Certificate, Diploma, Degree, MBA, DBA or PhD] for covering all administration, bank & courier charges. Entire Program fee will be refunded only acceptable legal courts profess that the particular awarding qualification is not valid, authentic or recognized. Different organizations [not acceptable] statues will not be considered by SIBM or university academics to refund fees under any circumstances.
- Awarding qualification must be acceptable to the relevant candidate & cannot be challenged or refused under any circumstances. Particular candidates non suitability for eligibility or after registration particular candidates refuse to accept appropriate qualification is not considered or accepted as a reason to refund fees under any circumstances.
- If legal courts prove only the particular qualifications is not valid, authentic or recognized payable amounts will be refund though via bank transfer or direct deposit for 02nd part with in 06[Six] months commencing from case demission. [Case demission will be decided by legal courts.]01st party will always do the best ensure that 02nd party awarding qualification is in valid, authentic and recognized standard. [Conditions apply]
- For any visa [Applying, renewal or employment] purposes, the Second Party is at liberty to submit for any purpose. Local facilitator (the Party of the First Party) or the University, college or the affiliated Body cannot be held responsible in the event of any organization opting to accept or reject appropriate candidates qualification. [Organizations & country wise accepting criteria's are different and as a Facilitator SIBM cannot interfere. SIBM will always be assuring validity, Authenticity& recognition of the qualification only.]
- After the registration fee, if the applicants require an Admission Letter, Certification or Transcript, must settle and submit full payment, Final Approval Dissertation & any other due documents up to date. This condition will be applied to all candidates.
- For any reason Fast track students cannot reverse the awarding criteria or reject the qualification and ask for refund for any reason under any circumstances. Fast track method is a onetime process & cannot be reversed. Once candidates enter they will have to stick with that. Any student failing to submit their final dissertation, original documents or due payment settlements is not considered to request refund under any circumstances. Fees payable for each study programs and methods are varies. The Party of the Second Part on receipt of their appropriate qualification is expected to give due respect to the higher educational qualification earned by them through the Party of the First Part.
- As a legal Institution SIBM offer Sri Lanka University of Grant commission [UGC], International Association of Universities [IAU], commonwealth annual hand book which includes & appropriate country consulate or education center nominated, validated, authenticated, recognized approved, Colleges, Universities and Affiliation Bodies qualification only. As a facilitator SIBM will interfere to authentic documentation from Sri Lanka University of Grant commission [UGC], International Association of Universities [IAU] (Under UGC-SL) and appropriate country consulate or education center only. SIBM cannot interfere in any Countries Consular affairs [Includes Sri Lanka] operations for any reason. Appropriate candidate must obey any of Consular affairs rules & regulations all the time.

Hereby certify that all statements on the application and in any material filed in support hereof are true, correct and complete and all material information has been disclosed. I understand that if SIBM finds to the contrary, my association with, admission to or registration in SIBM will be cancelled after notice in writing to me at any appropriate address. The payment what has been paid up until then will be retained and will not be refunded.

The name shown at the top of this form is the complete name by which I am legally and correctly known. I accept to all Terms & Conditions of the both the awarding institutions will abide without any reservation.

APPLICANT FULL NAME :

APPLICANT SIGNATURE :

DATE :

NATIONAL IDENTITY CARD NUMBER :

PASS PORT NUMBER :

ESOLUTION OF DISPUTES

The parties to this Agreement hereby consent and agree that any question, dispute, controversy or difference which may arise between the parties hereto, out of or in relation to or in connection with this Agreement, shall be settled amicably between themselves.

Any question, dispute, controversy or difference in relation to or in connection with this Agreement which cannot be settled between the parties hereto shall be referred to Arbitration.

This Agreement shall be governed by the Laws of Sri Lanka.

ARBITRATION

In the event of any, dispute, controversy or claim arising between the parties hereto concerning this Shareholders' Agreement or any matter of whatsoever nature arising under this Shareholders' Agreement or the operation or the interpretation of this Shareholders' Agreement then and in every such case of dispute, controversy or claim shall firstly be discussed among the parties to this Agreement in a spirit of mutual co-operation and agreed by both parties.

If both parties desire, an unresolved dispute shall be referred for settlement to an independent party selected by the mutual agreement of both parties.

In the event of such doubt, dispute or difference remaining unresolved thirty (30) days after notice of the same has been given, whether it has been discussed or not as aforesaid such doubt, dispute or difference shall be submitted for settlement by arbitration by a sole arbitrator in accordance with the Arbitration Rules of Institute of the Development of Commercial Law and Practice (ICLP) applicable at the time of submission thereof to arbitration and the conduct of the arbitration thereof shall be under the auspices of the ICLP.

DISCLAIMER

The Standard Institute for Business Management (Pvt.) Ltd – Sri Lanka reserves the right to change the speaker(s) date(s) and to cancel the program should circumstances beyond its control arise. Standard Institute for Business Management (Pvt.) Ltd – Sri Lanka also reserves the right to make alternatives upon signing the registration form you are deemed to have read and accepted the terms and conditions.

I declare that the information given by me are true and accurate to the very best of my knowledge. However any information submitted by me, if found to be false, I am aware that my application could be rejected by the Standard Institute for Business Management [Pvt.] Ltd at any time without prior notice.

IN WITNESS WHEREOF the parties of the First and Second Parts have set their respective hands hereunto and to one another of the same tenor and date as these presents at the place and on the date at the beginning hereof mentioned.

WITNESSES:

Signed by common seal of the within named
**STANDARD INSTITUTE FOR
BUSINESS MANAGEMENT (PVT) LTD**
of the FIRST PART and the within named
Party of the SECOND PART
..... **[02nd part
Full Name]** was affirmed hereto at Colombo
on this day of
[Date] 2021 and **MR. OR Mrs.**
..... **[01st Part Full Name]** a
Director of the said Company do hereby attest
the sealing thereof.

Mr./ Mrs.....
[Name]
.....
[Signature]

STANDARD INSTITUTE FOR BUSINESS
MANAGEMENT (PVT) LTD
(PARTY OF THE FIRST PART)

.....
[Signature]

Mr. / Mrs.
[Name]

.....
[ID Number]
(PARTY OF THE SECOND PART)

Witnesses

1.

2.

Signed before me

.....
Attorney-at-Law and Notary Public

Confidentiality Notice:

The information in this document is confidential and may also be legally privileged. It is intended only for the use of the named recipient. Therefore the standard Institute for Business Management [Pvt] Ltd does not accept legal responsibility for any alternatives in this document. If you are not the intended recipient, please notify SIBM [Pvt] Ltd immediately and then disposed this document. Do not disclose the contents of this document to any other person, nor take any copies. Violation of this notice may be unlawful.