

# CHARTERED INSTITUTE OF TECHNOLOGY

Date

# Sample Agreement

## STANDARD STUDENT CONTRACT BETWEEN

## CHARTERED INSTITUTE OF TECHNOLOGY AND STUDENT

Student contract\_international v 20051024

Student Contracts Nov 2004

#### Standard Student Contract Between Chartered Institute of Technology and Student

This Contract is dated 19/11/2004 and made between:

<u>(1)</u>	Full Name of Private Education Organisation (" <b>PEO</b> ")	:	Chartered Institute of Technology (CITECH)
	MOE Registration Number	:	200206700E
	Address	:	133 Cecil Street #08-03, Keck Seng Tower, Singapore 069535
(2)	Full Name of student (as in Passport)	:	
	Passport/FIN Number	:	
	Nationality		
	Address (Overseas Residence)	:	
	Address (Singapore Residence)	:	
(3)	Full Name of Parent/Guardian* (if Student is under 21 years of age)	:	
	NRIC/Passport Number*	:	
	Nationality		
	Occupation		
	Address	:	
	Telephone Number	:	

#### COURSE INFORMATION, ENTRY REQUIREMENTS, FEES, AND SECURITY 1. DEPOSIT

1.1	Name of Course:	CITECH Diploma in Marketing
	:	& Technology
	The Course and its contents have been registered with Singapore.	the Ministry of Education (MOE)
12	Date of Commencement and Completion: Date	

#### Date of Commencement and Completion: Date 1.2

of commencement of the Course

Date of completion of the Course

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1.3	<u><b>Type of Qualification:</b></u> to be conferred on the Student upon successful completion of the Course	Diploma
	1.3.1 Course requirements	1) Min Age 18
		2) Diploma holder or CIM
		Certificate holder
		3) Min GCE "O" level graduate

- 3) Min GCE "O" level graduate or equivalent
- 2<sup>nd</sup> Year Polytechnic Student from China
- 5) For Malaysian entry, min SPM level
- 6) Min IELTS 5.0 or
- TOEFL500

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**1.4** <u>Student Arrival:</u> Latest date on which Student has to commence residence in Singapore

- **1.5** <u>Course Fees:</u> The course fees shall be apportioned as set out in Schedule 1.1 ("Course Fees") and shall, subject to Clauses 2, be payable on or before the dates set out therein.

The Security Deposit shall be paid to ICA upon getting student visa.

- **1.7 Return of Security Deposit:** The security deposit is refundable provided the student has not breached any of the conditions stated in the security bond executed by the local sponsor and her departure from Singapore is confirmed by ICA. Generally, it takes about 6 weeks to process the refund or release of banker's guarantee upon the cancellation or expiry of Student's Pass and/or after the applicant has left Singapore.
- **1.8** <u>Additional Fees:</u> In addition to the Course Fees and the Security Deposit, the additional fees set out in Schedule 1.2 *may* be payable by the Student (the "Additional Fees").
- 1.9 Payment of Course Fees, Security Deposit and Additional Fees: The Tuition Fees set out in Schedule 1.1 shall be paid before the course commencement date. All other fees payable (being the Non-Tuition Fees set out in Schedule 1.1 and any Additional Fees set out in Schedule 1.2, and Accommodation fees set out in Schedule 1.3) and the Security Deposit shall be paid to CITECH on or before the dates specified in Schedules 1.1, 1.2 and 1.3, and Clause 1.6, respectively.
- **1.10 Issue of Receipts:** For every payment made by the Student to CITECH, CITECH shall issue a receipt to the Student stipulating (i) the amount paid, (ii) the date of payment, and (iii) the purpose of such payment (with a proper breakdown of the payment amount, where applicable).

### 2 REFUND POLICIES

% of Tuition Fees	If student's written notice of withdrawal is received
90%	More than 14 days before the commencement date
50%	14 days before the commencement date
0%	After the commencement date

#### 3. GOVERNING LAW AND DISPUTE RESOLUTION

- **3.1** <u>**Governing Law:**</u> This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.
- **3.2** <u>Grievance Procedure:</u> CITECH shall, within 7 working days of this Agreement, provide the Student with a copy of its student handbook or such other document which may relate to the Student's enrolment at CITECH.
- **3.3 Jurisdiction:** The parties hereby irrevocably agree that the courts of Singapore are to have jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement which cannot be settled successfully.

#### 4. INTERNATIONAL STUDENTS

- **4.1** <u>Student's Pass Application:</u> CITECH undertakes to use best efforts to assist the Student if she requires a Student's Pass from the Immigration & Checkpoints Authority (the "ICA"). This includes, providing the Student with advice on obtaining such pass, verifying the Student's enrolment and immigration status, and doing all such things as may be necessary to procure the Student's Pass on behalf of the Student.
- **4.2** <u>Student's Pass Not Transferable:</u> The Student's Pass issued under Clause 4.1 is not transferable and will expire upon the Student ceasing to be a student of CITECH. CITECH is under an obligation to inform the ICA of the Student's withdrawal from, or completion of her course of study at CITECH, and the Student shall deliver to CITECH, within [7] days of the student ceasing to be a student of CITECH, the passport and Student's Pass of the Student for cancellation of the Student's Pass.
- **4.3** <u>Withdrawing from CITECH:</u> A student who withdraws from CITECH to enrol with another school shall be deemed to have withdrawn from CITECH under Clause 4.2 and the provisions of Clause 4.2 shall apply.

#### 5. CONFIDENTIALITY

CITECH is committed to maintaining the confidentiality of the Student's personal information and undertakes not to divulge any of the Student's personal information to any unauthorised third party without the prior written consent of the Student.

#### 6. **PRECEDENCE TO OTHER AGREEMENTS**

In the event of there being any inconsistency between the terms of this Agreement and the terms of any other agreement entered into between CITECH and the Student, the terms of this Agreement shall prevail and the terms of such other agreement shall be deemed to be amended to the extent necessary for it to be read as being consistent with this Agreement.

#### 7. MISCELLANEOUS

- 7.1 <u>Indulgence, Waiver, etc.</u>: No failure on the part of any party to this Agreement to exercise and no delay on the part of any party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it.
- **7.2 Remedies**: No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the parties to this agreement shall not constitute a waiver by such party of the right to pursue any other available remedies.
- **7.3** <u>Severability of Provisions:</u> If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Agreement.
- **7.4** <u>**Third Party Rights:**</u> A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any other laws in any jurisdiction to enforce any term of this Agreement.
- **7.5** <u>Successors and Assigns:</u> This Agreement shall be binding upon, and ensure for the benefit of, the successors, personal representatives and permitted assigns of the parties Provided that neither CITECH nor the Student shall be entitled to assign its rights and/or obligations under this Agreement without the prior written consent of the other party.

### **SCHEDULE 1**

Entry Requirements		
Course Name	Entry Requirements	
	- Min Age 18	
Technology	- Diploma holder or CIM Certificate holder	
	- Min GCE "O" level graduate or equivalent	
	- 2 <sup>nd</sup> Year Polytechnic Student from China	
	-For Malaysian entry, min SPM level	
	-Min IELTS 5.0 or TOEFL500	

### **Entry Requirements**

#### SCHEDULE 2 BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES CITECH Diploma in Marketing & Technology – Code DI

	Payment by	y Instalment	Payment in Advance	
Tuition Fees	Amount (S\$)	Date Due	Amount (S\$)	Date Due
For Course Pre-requisites: [ breakdown of tuition fee by module/semester ]	NA	NA	NA	NA
<u>For Course:</u>				
12 months	NA	NA	S\$6,800	30 days before course start date
Total Tuition Fees Payable	NA	NA	S\$6,800	30 days before course start date
Non-Tuition Fees	Amount (S\$)	Date Due	Amount (S\$)	Date Due
Registration fee	NA	NA	S\$50	Upon registration
Course materials* (Optional)	NA	NA	S\$400	Upon request
Total Course Fees Payable	NA	NA	S\$450	NA

#### Schedule 2.1 Course Fees

Schedule 2.2 Additional Fees and Security Deposit

Purpose of Fee	Amount (S\$) and When Payable
Student ID Late Payment Fees	S\$30 / Upon application S\$50 / 7 working days before course start date
Replacement of student ID Re-taking examinations	S\$30 / Upon application S\$150 per module / upon registration of retaking the module
Security Deposit	Amount (S\$) and Date Due
Security Deposit payable to the ICA	S\$5000 / upon exchange of student visa

The fees are accurate at time of printing

Registrar Date:

School stamp

Student Date: