



ANNEXURE – II

MEMORANDUM OF UNDERSTANDING AMITY COLLEGE SITE AFFILIATION

DEFINITIONS

Site

'Site' or an 'Affiliated Site' or 'Affiliate Site' refers to an offshore educational institution and its facilities in a specific geographic area.

Affiliation agreement

'Affiliation agreement' refers to the permission granted by AMITY COLLEGE – FLORIDA to an institution wishing to promote and offer the education and research programs of AMITY COLLEGE – FLORIDA and act as academic infrastructure resource and examination center for the students in that specific geographic area.

Moderation

'Moderation' refers to the process of quality control associated with ensuring that the international students of AMITY COLLEGE – FLORIDA are served equitably and consistently.

Quality Standards

'Quality Standards' quality standards refer to the existing Quality Control Policy & Procedures of AMITY COLLEGE – FLORIDA and amendments thereafter.

AMITY

'AMITY' or 'AMITY COLLEGE' are alternate notions for 'AMITY COLLEGE – FLORIDA'

GENERAL AND FOREMOST IMPORTANT

*This part of the document is only a symbolic and physical representation of terms of
AMITY COLLEGE Site Affiliation Agreement*

*as mentioned on its official website www.AMITYCOLLEGE.education
and may not be updated till date.*

For the current terms and conditions,

*the official website of AMITY COLLEGE – FLORIDA
must be referred before understanding and signing this agreement.*

*AMITY COLLEGE – FLORIDA reserves its right
at any time to make amendments in or completely void
the terms of agreement without prior notice or information.*

In any case, the terms mentioned on the official website must be considered final.

*For any disputes, decision of AMITY COLLEGE – FLORIDA
must be considered as final and unchallengeable.*

*Signing this agreement automatically confirms that
you agree to all terms mentioned in this document,*

*all terms mentions on official website,
and all future amendments/ addition/ removal of terms too.*



1. AFFILIATION AGREEMENT

- 1.1. This affiliation agreement entitles sites to promote as being sites for delivery of the Education, Training, Consulting, and Research programs offered by *AMITY COLLEGE*.
- 1.2. Affiliated sites may promote themselves as *AMITY COLLEGE* affiliated centers but any public advertisement referring the name of *AMITY COLLEGE* must be formally approved by *AMITY COLLEGE* in advance.
- 1.3. This affiliation agreement is for one (01) year from the date of signing this agreement subject to annual review and renewal.
- 1.4. Affiliation fee as decided by *AMITY COLLEGE* would be paid to *AMITY COLLEGE* through designated payment methods directly by the affiliated site.
- 1.5. Affiliation agreement will be renewed annually automatically on the payment of prescribed/decided affiliation fee, where site has met all quality standards required by *AMITY COLLEGE* and site is not in default of any type.
- 1.6. This affiliation agreement is valid only for the geographical area stipulated in the agreement. It cannot be exchanged and/or transferred to any other party or region. Affiliation is completely non-transferable and non-extendible in any form.
- 1.7. Affiliated sites must not misuse/misrepresent *AMITY COLLEGE* and its accrediting agencies/ councils/ professional associations and membership association. This is considered legal offence and will attract appropriate actions.

2. SUSPENSIONS OR CANCELLATION OF AFFILIATION AGREEMENT:

- 2.1. The affiliation agreement may be suspended, without notice, in cases of any significant evidence of:
 - Breach of this agreement
 - Dishonest or unethical standards in dealing with students, or staff of *AMITY COLLEGE*.
 - Inequitable standards applied to any student.
 - Financial impropriety.
 - Failure to progress towards quality standards.
 - Any illegal action or activity.
- 2.2. No further student from affiliated site/institution will be registered with *AMITY COLLEGE* while the site is under suspension.
- 2.3. Following suspension, *AMITY COLLEGE* President/Chairman or appropriately nominated person or committee will investigate the matter. If the matter is not resolved to the satisfaction of *AMITY COLLEGE*, the affiliation agreement may be terminated without further consultation.
- 2.4. *AMITY COLLEGE* reserves the right to transfer students to some other institute should an affiliation agreements terminated or make any alternative arrangement as deem fit by administration of *AMITY COLLEGE*.
- 2.5. *AMITY COLLEGE* may publicize the fact that the affiliation agreement has been terminated for any site however no reason be given for any such termination.

3. QUALITY STANDARDS AND MONITORING:

- 3.1. Affiliated site must make themselves including their staff, authorities, students, and all other stakeholders available for inspection to the staff of *AMITY COLLEGE* within two weeks of notice of a visit by *AMITY COLLEGE* personnel. Any cost associated with the delay of *the* representative of *AMITY COLLEGE* caused by a site failing to make adequate preparation as requested by *AMITY COLLEGE* will be charged to the site.
- 3.2. Affiliated site must meet *AMITY COLLEGE* quality standards. Affiliation agreement may be suspended or cancelled if the site does not comply with the AISR quality standards.

4. EXAMINATION/ ASSESSMENT CONDITIONS:

- 4.1. Affiliated site must arrange to house, invigilate and administer examinations conducted periodically for all students registered with *AMITY COLLEGE* through that site.
- 4.2. Affiliated sites must use examination papers / assessments exercises sent to the site by *AMITY COLLEGE* International Study Department, unless otherwise agreed in writing.
- 4.3. All examination answer papers / solved assessment exercises shall be sent to *AMITY COLLEGE* or its control center at the cost of affiliated site, unless otherwise agreed in writing.
- 4.4. In case the affiliated site is authorized in writing to mark or grade the answer papers and assessment exercises (and/or projects and/or major assessable essays), site must forward “one third” of all examination papers to *AMITY COLLEGE* or its control center after marking. This must be selected to represent the following distribution –
 - one third from the lowest marks upwards,
 - one third from around the medium mark
 - and one third down from the top marks.
- 4.5. The language of all assessable essays, projects and examinations will be English.
- 4.6. Marks will be allocated according to marking scale provided by *AMITY COLLEGE* Academic Registrar.



- 4.7. Affiliated site will mark all examination papers essays or projects within two weeks of completion. The moderation samples will be forwarded to *AMITY COLLEGE* or its control center by international courier at the site's cost. Copies of the papers forwarded to *AMITY COLLEGE* or the control center will be copied and retained by the site.
 - 4.8. *AMITY COLLEGE* or its control center shall not return mediated papers but shall keep them on record.
 - 4.9. No student may sit any examination until have *AMITY COLLEGE* registration confirmation bearing student registration number that will be used as examination number as well. Students will not be allowed to write the name or other identification on answer papers except student number.
- 5. RESOURCES AND FACILITIES AT AFFILIATED SITES:**
- 5.1. Affiliated sites must have adequate library at the premises or have arrangement made with some public or private library with relevant books present for students use.
 - 5.2. Affiliated sites must have sufficient computers, printers, scanners, photocopiers available at the premises or have similar other arrangements for students use.
 - 5.3. Affiliated sites must provide Internet and email facilities to students.
 - 5.4. Affiliated site must comply with any local workplace safety and hygienic regulation enforce.
 - 5.5. Affiliated sites must provide course/subject experts or advisor to deserving students.
 - 5.6. Affiliated sites assist students in their studies, in case it is required
 - 5.7. Affiliates site must have *AMITY COLLEGE* prescribed syllabi and curricula all the time present at the premises for students use and consultation.
 - 5.8. Any other suitable facility provided to students shall be appreciated.
- 6. FEES AND CONDITIONS RELATING TO FEE**
- 6.1. Affiliated site must pay prescribed affiliation/licensing fee to *AMITY COLLEGE* through designated modes of payments prior to commencement of affiliation.
 - 6.2. Affiliated sites shall be responsible to collect all relevant students fee and transfer the same to *AMITY COLLEGE* on behalf of the students applying to register for any of *AMITY COLLEGE* course through the site.
 - 6.3. The *AMITY COLLEGE* fee structure mentioned in its official website www.amitycollege.education applies to all sites but special concessions can be granted to the students of developing countries with a written agreement.
 - 6.4. Affiliated site must collect and transfer to *AMITY COLLEGE* designated payment gateway the application and registration fee of students and send the application forms along with duly verified/attested copies for registration to *AMITY COLLEGE* at the site's cost.
 - 6.5. No one will be recognized as *AMITY COLLEGE* student until prescribed application and registration fee are fully received by *AMITY COLLEGE* in its account.
 - 6.6. Affiliated site shall not allow students to sit for any *AMITY COLLEGE* examination unless the prescribed fee is fully received by *AMITY COLLEGE*.
 - 6.7. Affiliated sites are allowed to have their own prescribed fee arrangements for any educational services they provide to registered students for tuition, seminars, face-to-face lessons, advice, consultation, invigilation, graduation ceremony etc.
 - 6.8. No students/graduate will be issued *AMITY COLLEGE* official transcript and academic award unless all fees are fully received by *AMITY COLLEGE* and all terms of *AMITY COLLEGE* are fulfilled by the candidate and/or the registering affiliated site.
- 7. STUDENTS REGISTRATION AND LEARNING PROCEDURE:**
- 7.1. Students shall be registered when the *AMITY COLLEGE* admission application form, along with two fresh passport size photographs and the duly verified/attested supporting documents are received along with prescribed application and registration fee by *AMITY COLLEGE*.
 - 7.2. The affiliated sites will decide student's commencement date.
 - 7.3. Affiliated site produce application form along with required documents (as referred in 7.1 above) by appropriate means (email/courier/mail/others) at site's cost.
 - 7.4. Each registered student shall be confirmed as *AMITY COLLEGE* registered student on the official website through its online education verification system. Only those students/graduates would be considered legitimate students/graduates or *AMITY COLLEGE* whose records would be verifiable on its official website.
 - 7.5. Each Registered Student will be provided access to e-Learning portal of *AMITY COLLEGE* through which the course curricula, content, and study material can be accessed. Students can use additional reference material and external textbooks if required to support their understanding of the subjects.
 - 7.6. *AMITY COLLEGE* will schedule online examination for each student and the results will be provided to the student through email or other appropriate means of communication.
 - 7.7. Students who pass their examination will be awarded with the certificates as per the General Policy of *AMITY COLLEGE*.



8. SUSPENSIONS AND CANCELLATION OF STUDENT REGISTRATION:

- 8.1. Students registration will be immediately suspended without any refund in case of the following:
- Providing false or fake documentation for registration.
 - In case of cheating, pilgrims and using any unfair means in examination.
 - Causing intentionally and persistently problems for the site and for AMITY COLLEGE.
 - Misrepresenting AMITY COLLEGE or its accrediting councils/agencies or professional bodied.
 - Non payments of AMITY COLLEGE dues for whatsoever reasons in timely manner.
- 8.2. Students may appeal against suspension of student registration in writing to the *AMITY COLLEGE* President's office in writing. This appeal shall be accompanied with appeal fee of US\$ 200-00. The fees may be payable by channel as finalized with the site.
- 8.3. *AMITY COLLEGE* President's Office will investigate the matter of suspension and if found necessary shall appoint a panel to take decision on the appeal against suspension of student's registration. The panel so appointed may take the following necessary actions:
- Cancel the student's registration.
 - Reinstate the student's registration with fine.
 - Reinstate the student's registration without fine.
 - Reinstate the student's registration conditional.

9. MARKETING AND PROMOTIONAL ACTIVITIES BY AFFILIATED SITE

- 9.1. Affiliated site will only promote and market the courses of *AMITY COLLEGE* with prior approval in writing from *AMITY COLLEGE* for any publicity material the site wish to advertise or to publish.
- 9.2. Affiliated site shall compulsorily observe the following guidelines in the marketing:
- Affiliated site will market their educational products with integrity, accuracy and professionalism.
 - All promotional literature and marketing materials published by or on behalf of *AMITY COLLEGE* in whatever form, will be truthful, accurate and unambiguous.
 - Before information about an individual is used in any marketing, that individual must have provided written permission to the site.
 - Advertisements will identify every product separately about its recognition by any accreditation agency or without recognized status.
 - The names of study materials, qualifications or accredited courses used in advertising materials will be consistent with the names and/or titles recognized by the concerned accreditation agency and official website of *AMITY COLLEGE*.
 - Marketing or promotional literature and general media advertising will not encourage unrealistic expectations about the level of qualifications attainable and the facilities and equipment provided; or ;
 - Make claim to approval or recognition that is inaccurate or use misleading or false comparisons of courses with others provided by competitors; or
 - Make misleading statements concerning the qualifications or experience of staff; or
 - Make misleading or false statements about the prospects of employment following the course.

10. LIABILITY OF SITE

- 10.1. Affiliated sites are responsible for pastoral care, health and safety of students attending any classroom studies, tuitions, seminars or other educational gathering.
- 10.2. Affiliated sites must act according to their regional as well as international laws and accept any liability pertaining to this.
- 10.3. Affiliated sites must comply with the code of conduct of *AMITY COLLEGE* and accept full responsibility pertaining to it.
- 10.4. Affiliated sites must understand that this affiliation agreement is intended to be entered into a spirit of cooperative enterprise, however in case of any dispute; the legal jurisdiction shall be Florida – USA or New Delhi – India as our affiliated colleges are administered by our Florida Office or New Delhi office.

AMITY COLLEGE QUALITY STANDARDS & AMITY COLLEGE CODE OF PRACTICE INTENDED IN THIS AGREEMENT ARE AS PUBLISHED AND UPDATED AT AMITY COLLEGE OFFICIAL WEBSITE
www.amitycollege.education



Declaration by the Chief Executive/Representative of affiliated site

I, _____ of _____
(name of representative) (name of site)

Address _____

Phone _____ Fax _____
(with country and location codes in format +XX-XX-XXXX)

Email _____

Website _____

I, being legally authorized person on behalf of the above organization, do hereby agree to above mentioned terms and conditions of this agreement (from Page 01 to 04 of Amity College – Florida : Site Affiliation MoU) and also undertake to act as *AMITY COLLEGE* affiliated site to introduce, offer, promote, and execute the education, research, and training programs of *AMITY COLLEGE* as per the defined terms and to function as resource and examination center to these programs to the best of our ability and loyalty.

Signature & Seal Affiliated Site _____

Dated _____ Place _____

Declaration of the Chief Executive/Representative of AMITY COLLEGE

I, being legally authorized person of the *AMITY COLLEGE* incorporated in Florida, USA do hereby allow the above organization to act as *AMITY COLLEGE* affiliated site to offer *AMITY COLLEGE* education, research, and training programs on the terms and conditions mentioned in this agreement as given above.

Signature & Seal AMITY COLLEGE _____

Dated _____ Place _____

[Validity Note: The agreement is valid only up to 03 years from date of signing unless is terminated by any of the involved parties