

# AGREEMENT

THE ASSOCIATION OF INTERNATIONAL ACCOUNTANTS

AND

GATEWAY EDUCATION

AGREEMENT TO RUN THE AIA PROFESSIONAL  
QUALIFICATION

JUNE 2018

CREATING WORLD CLASS ACCOUNTANTS



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THIS AGREEMENT is made between **THE ASSOCIATION OF INTERNATIONAL ACCOUNTANTS** with its Headquarters located in the United Kingdom (hereinafter referred to as the "AIA") and **GATEWAY EDUCATION** (hereinafter referred to as the "Institute") and relates to the AIA Professional Qualification. The Agreement enables the Institute offer the Bachelor of Business Administration Qualification which grants exemptions from Papers 1-12 of the AIA Exam Syllabus, and enables students to take the AIA public exams for Papers 13-16 in order to gain the AIA Professional Qualification. The Bachelor of Business Administration Qualification is developed and offered by Rishidhood University who are authorised, by the AIA to incorporate the AIA syllabus into the degree programme.

## 1.0 DURATION OF THIS AGREEMENT

This Agreement will be in place from the date of Agreement by both parties and will remain in place for a period of five years to be renewed by mutual agreement for periods of five years at a time thereafter and to be terminable by either party by written notice to the other in the circumstances and in the manner stipulated below.

## 2.0 GENERAL CONDITIONS

- a) The AIA is an international accountancy body offering professional accountancy qualifications, including an accountancy and audit qualification recognised by the UK Government under the Companies Act 2006.
- b) The AIA is the sole owner of all rights to the exams held by the AIA for the purpose of the said qualifications. Membership of the AIA is attainable by successfully completing exams in the following subjects, coupled with the prescribed period of qualifying experience in accountancy of an approved standard, and employment in an appropriate accountancy capacity:

### FOUNDATION LEVEL

#### Module A

- 1. Financial Accounting 1
- 2. Business Economics
- 3. Management Accounting 1

#### Module B

- 4. Law
- 5. Auditing & Taxation
- 6. Information processing

### PROFESSIONAL 1 LEVEL

#### Module C

- 7. Auditing
- 8. Company Law
- 9. Management Information

#### Module D

- 10. Business Management
- 11. Financial Accounting 2
- 12. Management Accounting 2



## PROFESSIONAL 2 LEVEL

**Module E**

- 13. Financial Accounting 3
- 14 Financial Management

**Module F**

- 15. Professional Practice (Audit), or  
Islamic Auditing Accounting & Banking  
Practice
- 16. Taxation and Tax Planning

The AIA is also the sole owner of the syllabus and all materials relating to the qualification. AIA has agreed, in this instance, for the Rishihood University to use the AIA syllabus within its B.Com (Hons) Global Accounting Practices qualification only. Should the University wish to use the syllabus, or parts thereof, in any other qualification then further authorisation should be sought from AIA.

- c) Students will obtain exemptions from the Foundation and Professional 1 Level papers (12 in total). They will be able to continue studying the degree programme which covers the Professional 2 level papers, however, students will need to complete the AIA public exams (as well as the exams set by the University) in order to achieve the AIA professional qualification.
- d) Should there be no uptake of this qualification the Rishihood University will be required to remove the AIA syllabus/papers from the Bachelor of Business Administration qualification or cease to offer the programme altogether.

### 3.0 STUDY PROVIDER RESOURCES

The Institute will,

- comply with all of the requirements specified in this Agreement in order to continue to use the AIA syllabus within the above qualification;
- maintain adequate systems and resources – including buildings, equipment, materials and software to support the delivery of the qualification;
- have the necessary financial, technical, managerial and staffing resources and systems necessary to support the delivery of the qualification;
- provide academic support services, including library, IT and study facilities, in relation thereto;
- ensure that a full set of AIA textbook are available, in the library, for reference purposes;
- maintain effective administrative procedures concerned with the conduct of the courses and exams including an established and effective complaints procedure and appropriate sanction policy.






AIA will provide,

- guidance to the Institute to ensure the effective delivery of the qualification;
- a copy of any updated AIA syllabus, detailing topics covered within each subject;
- lecturers with e-books covering each of the subjects within the qualification;
- other technical information via the AIA weekly e-news service;
- examiner feedback following each AIA Professional 2 Level exam session;

## 4.0 INSTITUTE STAFF

The Institute will,

- have in place appropriate staff and systems before the qualifications are made available in accordance with the requirements of the qualification;
- Retain a workforce of appropriate size and competence to undertake the delivery of the qualification. This includes taking reasonable steps to ensure occupational competence where this is required
- Ensure that it has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification.
- provide staff with appropriate inductions and professional development to ensure staff can maintain the relevant expertise and competence required to teach the qualification;
- supply staff CVs and other evidence to the AIA in a timely manner upon request; in the event that there is a change of staff the College should forward a CV immediately for AIA's attention. Lecturer CVs should also be sent to the AIA on an annual basis, prior to the monitoring review;
- ensure staff are suitably qualified to teach the subjects within the programme. AIA requires lecturers to hold fully completed degrees within the relevant field of teaching i.e. Law and where possible have undertaken research in their specialist area. It is not expected that lecturers will teach subjects outside their field of expertise; for example, a lecturer specialising in Accounting would not be expected to teach a class of Law students;
- ensure that all staff involved with the qualification understand the relevant specifications provided by AIA; this also relates to areas such as exemptions and exam progressions;
- ensure effective communication systems are in place internally to keep all relevant staff informed of current AIA policies and procedures;
- ensure that quality assurance and management processes are in place and that these apply to all campuses;



- ensure that the fees charged to students are competitive and reflect the current market position.

#### **4.1 PROMOTION OF THE QUALIFICATION**

All promotional materials using the AIA name or logo, including websites, must be done in line with the AIA Brand Guidelines and must be approved by the AIA Development Department prior to publication, see below for regulations on using the AIA trade mark.

The Institute is responsible for meeting the financial costs in respect of advertising the qualification. AIA may, from time to time, advertise in the relevant newspapers/magazines and will inform the Institute accordingly.

#### **4.2 PROSPECTUSES**

The AIA prospectus is available from the AIA Head Office and the Institute is responsible for contacting the AIA with details of the number required for recruitment purposes.

#### **4.3 AIA WEBSITE**

Students should be pointed to the AIA website, [www.aiaworldwide.com](http://www.aiaworldwide.com) as this will make sure that a consistent and strong brand message is provided and encourage members to interact and engage with one another via a main AIA website.

Any suggestions regarding the website should be forwarded to the AIA Development Department.

#### **4.4 INTERNATIONAL ACCOUNTANT**

The Institute will receive five copies of this magazine and will be required to display them in an appropriate place which will allow staff and students to view them.

Any lecturer interested in providing an article for the magazine should be directed to the Editor of the magazine for further information.

#### **4.5 REGULATIONS FOR USE OF AIA TRADE MARK**

##### **4.5.1 AIA TRADE MARK AND LOGO USAGE GUIDELINES**

In the event the Institute wishes to use the AIA name, AIA logo or any other AIA trade mark the Institute is required to ensure proper use of the AIA Trademarks, which are important and valuable assets of the AIA.

For information on the proper usage of the AIA logo, please refer to the AIA brand guidelines.





## 4.5.2 MISUSE

Should the Institute be found to be using the AIA trademark outside the limitation of these regulations or the AIA brand guidelines which form part of these regulations will be subject to proceedings in accordance with the AIA's Articles of Association and Bye-Laws.

## 5.0 STUDENT REGISTRATION AND CERTIFICATION

The Institute is required to:

- Ensure each student registers with the AIA, one month after successful enrolment onto the qualification.
- Register each student in line with the requirements of the AIA to ensure that each student is uniquely identified and that student registration numbers, issued by the AIA, are used on all documentation and correspondence relating to the student.
- Ensure that all students registering on the qualification are aware of how they progress through the programme and of the requirement to undertake three years monitored work experience in the field of accounting, prior to being eligible to apply for Associate (full) membership. Students should be made aware that they are not fully qualified accountants until such time as they are admitted as an Associate member.
- Ensure that students are aware of the AIA's requirements in respect of student registration with the AIA and maintaining such registration. To forward to the AIA, all student applications and fees due for student registration and any annual subscriptions as are due for maintaining such registration with the AIA, to the AIA at the commencement of each course. Any such fees collected subsequently are to be forwarded to the AIA on the last working day of the calendar month in which they are collected. If payment is made via the AIA Collection Account (Bank Account) a full list of the student details, payment made and reason for payment, must be forwarded to the AIA on the day the payment is made into the bank account, the requisite documents should then be sent to AIA by post/courier.
- Ensure that all students joining the specified course(s) are qualified to meet the AIA minimum entry requirements and hold a qualification accepted for Institute entrance. Students are required to hold IELTS 5.5 or above at the time of entry and must achieve a level 6 or 6.5 by the time they reach the Professional 2 level (or a similarly recognised English qualification).
- Ensure that all students are aware that they must sit the AIA public exams in relation to the subjects in Professional 2 Level. This means that they will have two exams to complete, one with the Institute in order to obtain their degree and another with the AIA to graduate with a Professional qualification. Students should be advised that the AIA exams are held in May and November each year and they must take a minimum of 2 papers per session.
- Advise students that they must apply for exemptions, if applicable, with the AIA before they undertake the Professional 2 Level exams. All exemption fees are to be paid to, and received by, the AIA before exemptions can be granted and become contractually binding. The Institute is responsible for collecting all exemption fees from the students, in accordance with the AIA's timetable, and forwarding them to the AIA in accordance with this



Agreement, payment can be made, in this instance, into the AIA Collection Account with details being forward to AIA the same day. Students are required to pay the exemption fee within 14 days of receipt of the letter of offer.

- Advise students that should they fail to pay the exemption fee within the specified period entry into the next exam sitting will be restricted.
- Advise students that any exemption fee which has remained unpaid for more than 6 months will result in the exemption being withdrawn and the student will be required to sit the paper in the public exams.
- Meet the financial commitments for issuing/distributing the AIA's registration/exemption letters and certificates to students.
- Take all reasonable steps to ensure that all relevant Institute staff understand how and when students can apply for registration and certification.
- Take all reasonable steps to guard against fraudulent or mistaken claims for AIA certificates.

## 5.1 REGISTRATION FEES

The student application fee covers the annual subscription to 1 October each year. For details of the fees payable please refer to the attached fees sheet. It should be noted that these fees relate to the dates stated on the form and in the event of any increase the Institute and students will be advised accordingly.

Note: AIA reserves the right to increase the student annual subscription, subject to instruction from AIA Council.

## 5.2 FORWARDING APPLICATION FORMS AND FEES

The Institute must ensure that the application forms are fully and accurately completed in accordance with AIA's requirements before despatch to the AIA. Failure to comply with this condition will result in the application forms not being processed and subsequently returned to the Institute for completion. Application forms must be completed in English and signed and dated by the student. All copies of certificates must be 'certified as a true copy' by a tutor or employer.

The Institute will provide AIA with sufficient details relating to such fees and subscriptions, including the date the fees were collected and the reason they were collected. All documentation shall clearly state the student's name and AIA student registration number. On no account shall the Institute retain any monies properly owed to the AIA. The Institute shall keep the AIA informed of any changes relating to student circumstances or any other details relevant to this Agreement on a regular basis.

The Institute is authorised to collect cash from students in respect of payment of AIA fees and the AIA will issue a letter to the Institute stating this. Payments can also be made either in sterling draft, payable to the Association of International Accountants or by credit card. Once a student is registered they will be able to make all payments online via the AIA website. Students may also make independent payments by bank transfer and further details can be obtained from the AIA Accounts Department.



## 5.3 PAYMENT CARD INFORMATION SECURITY

With reference to section 5.2, above and in particular the forwarding of fees/payments to the AIA, there are specific requirements as laid down by the Payment Card Industry Data Security Standards (PCIDSS) to which this applies. AIA is a PCIDSS compliant merchant and requires all authorised agents to adhere to specific security requirements in order to maintain its compliant status.

An authorised agent is an individual or organisation which collects payment card information on AIA's behalf, all authorised agents must adhere to the following security requirements:

- No payment card information is to be sent or received by email
- Payment card information which is collected prior to sending them to the AIA must be stored in a secure, locked cupboard with restricted access.
- No payment card information is to be retained by the Institute once the details have been sent to the AIA.
- Records containing payment card information must be securely shredded in such a way that the data cannot be reconstituted.

## 5.4 SUPPORT FOR STUDENTS

The AIA will issue the official AIA e-Books to each student following receipt of payment for the relevant subject at each level. Students must have access to a PC or other electronic device to enable them to use this study method.

Some students prefer to have a hard copy textbook and these are also available to purchase directly from our publishers,

### **BPP Learning Media Customer Services**

Aldine House, Aldine Place

142-144 Uxbridge Road

London, W12 8AA

**Email:** [learningmedia@bpp.com](mailto:learningmedia@bpp.com)

**Tel (overseas):** +44 (0)20 8740 2211

**Fax:** +44 (0)20 8740 1184

Students will be responsible for the cost of these plus the appropriate postage charge.



The AIA e-books and study texts are valid for a specific period of time; once this has passed students will be required to obtain the updated version. E-books and study texts are an essential aid in providing guidance to students in relation to the subject being studied therefore AIA requires the College to ensure that all students are using the most recent and relevant editions available.

E-Books are available at a current cost of £5 per subject, Study Texts cost £30 plus a postage cost. Lecturers are eligible to obtain free access to e-Books.



## 6.0 RETENTION OF RECORDS AND ACCESS TO RECORDS, PEOPLE AND PREMISES

The Institute shall retain all records for a period of at least three years and shall:

- a) Maintain all student records and details of achievements in an accurate, timely and secure manner in line with the requirements set out by AIA and make these records available for quality assurance and auditing purposes, as required.
- b) Take all reasonable steps to supply the AIA or any regulatory authority with information, data or documents as soon as practicable.
- c) Retain complete and accurate records for at least 3 years from the completion of all qualifications and make these available to AIA upon request. The records required may include assessment and verification records, certificate claims and candidate data for each subject taken.
- d) Provide the AIA and any regulatory authority with access to premises, people and records as required, and fully cooperate with any monitoring activities, including but not limited to providing access to any premises used. This also relates to access to the exam venues during a session provided the exam regulations are adhered to.
- e) Allow representatives of the AIA to use accommodation within the Institute free of charge for meetings regarding the course, subject to availability.

## 7.0 COMPLAINTS AND APPEALS

The Institute will,

- operate a complaint handling process and appeals process for its students. An appropriate policy on this issue should be in place and made available to all students on enrolment;
- adhere to the AIA's appeals process and provide appropriate information and support to enable students to access this process. A copy of the AIA policy will be provided to the Institute on request.

## 8.0 MALPRACTICE AND MALADMINISTRATION

AIA understands malpractice to be any action which intentionally breaches AIA regulations and undermines the integrity and validity of any part of the assessment process and as a result:

- Invalidates the AIA qualification.
- Damages the reputation and credibility of the AIA
- Damages the reputation and credibility of the wider qualification community



Any one of the following actions constitutes malpractice by a study provider:



- Failure to adhere to all AIA instructions and procedures at any point in the student registration process;
- failure to maintain auditable records;
- misuse of the AIA logo;
- forgery of any evidence supplied to AIA;
- failure to implement conditions of approval within timescales previously agreed with AIA and to maintain these conditions post approval
- continually postponing visits from AIA representatives and/or regulatory authorities for monitoring and approval purposes and any refusal of access to information, or any instance of withholding information during these visits.

For further details please refer to the AIA Malpractice and Maladministration Policy.

To ensure compliance with these the Institute will,

- have in place robust procedures for preventing and investigating incidents of malpractice or maladministration which are up to date and communicated across the Institute, its campuses and any third parties;
- regularly review procedures for preventing and investigating incidents of malpractice or maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose;
- take all reasonable steps to prevent incidents of malpractice or maladministration from occurring;
- take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents;
- develop an action plan for managing and rectifying the negative impact of any incidents of malpractice and maladministration and make this action plan available to the AIA as required. This plan should also identify any areas of improvement to ensure the malpractice and maladministration does not recur in the future;
- take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not recur in the future,
- deliver in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration;
- notify the AIA immediately of any incidents of malpractice or maladministration in line with the requirements of the AIA's Malpractice/Maladministration Policy;
- notify the AIA immediately of any change in circumstances with regard to Tier 4 licences (where applicable) and whether it is a suspension or the licence has been revoked;





- provide access to documents, records, data, staff, third parties, student and any other resources required by the AIA or its regulatory body during an investigation or malpractice or maladministration.

## 9.0 MANAGEMENT OF THIRD PARTIES

The Institute will need to ensure that it has in place an effective system for the management of all third parties and any campuses affiliated to the Institute and will ensure that all policies and requirements referred to in this Agreement apply. Any Agreement with third parties will need to be enforceable and copies of all Agreements should be forwarded to AIA for reference.

The Institute will also need to have in place an effective communication system with third parties to keep them up to date with the requirements of the AIA.

## 10.0 CONFLICT OF INTEREST

The Institute will be required to sign an annual declaration stating that there is no conflict of interest as outlined in the AIA Conflict of Interest Policy. In the event a conflict of interest is discovered the Institute will need to provide full disclosure in a report to the AIA Head of Development.

## 11.0 MONITORING ACTIVITY

The Institute will assist AIA in carrying out its monitoring activities.

The AIA will undertake adhoc monitoring and review visits to the Institute in order to verify that the requirements outlined in this Agreement are being met. The monitoring visit shall be arranged at a date as agreed between the AIA and the Institute. AIA shall, where possible, arrange for the moderation visit to take place during any pre-arranged visit to India. However, where this is not possible the cost of the moderation shall be borne by the Institute but shall not exceed a sum to be agreed between the parties one month prior to the visit. Details relating to the monitoring and review arrangements shall be sent to the Institute prior to the visit taking place.

The Institute shall ensure that it has in place relevant policies on the identification and management of malpractice, maintaining equality and diversity, appeals in respect of exams and any other policy which may be stipulated by UK government legislation. These policies should be made available to AIA during the visit for inspection and approval.

The Institute shall also take all reasonable steps to supply all requested information and/or documents to regulatory authorities (where applicable) and to facilitate visits from regulatory authorities by providing access to premises, staff and records.

## 12.0 WITHDRAWAL OF APPROVAL AND INTERESTS OF STUDENTS

Accreditation will be granted for a specified period of time, as determined by the AIA, and is subject to the Institute meeting the conditions of accreditation, outlined in this Study Provider Agreement. If any

significant changes occur which may prevent the Institute from continuing the advertised programme and the recruitment/enrolment or teaching of students, the Institute must inform the AIA immediately.

## 12.1 DECISION TO WITHDRAW

In the event that the AIA Qualifications Committee makes a decision to withdraw Study Provider Approval Status the Institute will be informed of the decision in writing and will:

- Co-operate fully with the AIA in respect of the planned withdrawal. Withdrawal could be issued on a 'period of time' notice or with immediate effect depending on the situation.
- Take all reasonable steps to protect the interest of the students in the case of such a withdrawal.

## 12.2 INFORMING STUDENTS

The Institute will work with the AIA to inform all students attending the Institute of the decision to withdraw accreditation from the Institute.

## 12.3 PLAN OF ACTION

### 12.3.1 'PERIOD OF TIME' NOTICE

In the event that the Institute is given a specified period of time for the withdrawal to be effective, all existing students will be allowed to continue studying until their next exam. Following this, the Institute must work with the AIA to assist students in finding/enrolling onto another suitable course with an approved AIA study provider.

### 12.3.2 IMMEDIATE WITHDRAWAL

In the event that the Institute is given notice of immediate withdrawal the Institute must work with the AIA to assist students in finding/enrolling onto another suitable course with an approved AIA provider.

## 13.0 INVOICING

The Institute will pay all valid invoices presented by the AIA within the stated terms and conditions.

## 14.0 CONFIDENTIALITY

- All information which the Institute may receive during its dealing with the AIA shall at all times be kept confidential;
- The Institute shall procure its agents and employees to keep confidential any information which may be acquired in relation to the business and affairs of the AIA and not to use or





disclose such information except with the consent of the AIA or in accordance with the order of a court of competent jurisdiction.

- The obligation of the Institute contained above shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach by the Institute of its obligations hereunder provided that nothing contained in sub clause 1 shall prevent it from disclosing any such information to the extent required in or in connection with legal proceedings arising out of this Agreement.
- Without prejudice to any other rights or remedies that the AIA may have against the Institute for breach of this Agreement, any breach would entitle the Association to take action which could lead to the Institute Agreement being revoked.

The points set out above are applicable to all members of staff involved with the qualification, from the Course Administrator to the recruitment staff, marketing team and lecturers and the Institute is required to ensure that all involved are aware of their obligations under this section of the Agreement.

## 15.0 OTHER PROVISIONS

The benefit and burden of this Agreement and the rights granted to the Institute under this Agreement are restricted to the Institute; and shall not be assigned, delegated, licensed or in any other way transferred by the Institute to a third party without prior written consent of the AIA.

Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the AIA and the Institute or the relationship between them of principal or agent.

The term of this Agreement shall begin on the date first mentioned above and end on whichever is the first to occur of the following events:

- the occurrence of the termination date (being the [1st] day of September in any year) specified in a written notice served not less than 6 months previously by either party to this Agreement on the other terminating this Agreement;
- the liquidation of either party, otherwise than by solvent reconstruction or amalgamation;
- the breach by either party of any of the stipulations or undertakings on their part contained in this Agreement, unless such breach, if capable of remedy, is remedied within one month after written notice of breach given by the party aggrieved. Where a breach is capable of remedy, but is not remedied within the month referred to in the preceding sentence, the date of termination shall be the date on which that month expired;
- No activity has taken place, in respect of the recruitment of students into the AIA. within the first two years of the Agreement being signed:

PROVIDED that nothing shall prejudice any right of action of either party against the other which has accrued prior to the date of termination or which accrues by virtue of termination.

FOLLOWING the termination of this Agreement the Institute shall not describe itself as acting in succession to, or having previously acted as agent of the AIA.






Soumya Aggarwal

Signed on behalf of

Gateway Education Campus

Sector 11

Sonipat

131001 INDIA

Signed on behalf of

The Association of International Accountants

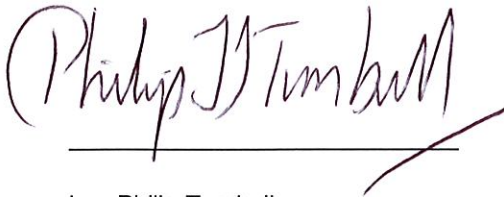
Staithes 3

The Watermark

Metro Riverside

Newcastle upon Tyne

NE11 9SN



by: Philip Turnbull

Chief Executive

By: Ms Soumya Aggarwal

Executive Director