

Title and Commencement

1. This Guideline shall:
 - a) Be called the Guidelines for Education Consultancy and Placement Firms (ECPF), 2017.
 - b) Come into force on 3rd October, 2017.

Rationale

2. The Education Consultancy and Placement Firms (ECPFs) in Bhutan have been entrusted with the important responsibility to facilitate students in choosing the appropriate programmes for higher studies as well as placing them in recognised colleges/institutes/universities (hereinafter referred to as ‘institutions’) based on eligibility criteria and relevancy of programmes.
3. The ECPFs shall undertake the responsibility to process admission of students for various tertiary education programmes outside Bhutan to institutions that are accredited by the accrediting agency of the host country or relevant bodies.
 - a. They should enroll students only to those institutions where the medium of instruction is English.
 - b. The ECPF should not be engaged in placing students for ‘distance education’ or to ‘study centers’.
 - c. The ECPF shall not be engaged in placing students for short term programmes of less than 2 years.
4. The Department of Adult & Higher Education (DAHE), Ministry of Education (MoE) shall oversee and regulate all services originating from the above needs of the students. Therefore, to protect the interests of the students and to ensure the standard of services rendered, the ECPFs are hereby required to abide by the terms as specified in this guidelines, Memorandum of Understanding (MoU) and undertaking.

Procedure for Establishment of the ECPFs

5. The establishment of the ECPFs shall be as per the procedure detailed out in *Annexure I*.
6. The proponent should submit the application form (*Annexure II*) and the Proposal (*Annexure III*) along with supporting documents including the undertaking (*Annexure IV*) to the Head of the Department as per the schedule below. The format of the proposal is available on the Department Website (www.dahe.gov.bt).

Month	Activity	Action taken by
April & October (Mondays only)	Submission of Proposal	Proponent
May & November (Friday)	Presentation	Proponent
June & December (Wednesday/ Thursday)	Site-visit/Final Approval	DAHE & MoEA

7. The Proponent shall make a presentation to the Recognition Committee of the Department (10 minutes presentation, and maximum of 20 minutes discussion).
8. The committee shall assess the proposal based on the assessment criteria given in *Annexure V* and communicate the decision to the proponent formally.
9. The approved proponent shall invite DAHE for a site-visit upon establishment of the office. The team from DAHE shall verify and validate the proposal as per the checklist (*Annexure VI*).
10. Upon satisfactory fulfillment of the requirements, the proponent shall pay a one-time non-refundable registration/establishment fee of Nu 20,000.00 (twenty thousand only).
11. DAHE shall issue a recommendation letter to the Regional Trade and Industry Office (RTIO), Ministry of Economic Affairs (MoEA) for the issuance of business license.
12. The ECPFs shall submit a copy of the business license. The MoU (*Annexure VII*) with DAHE shall then be signed which completes the process of establishment. This will be followed by the registration of the firm to authorize it to start the business.
13. The transfer of the license, if desired, shall be as per the Rules and Regulations of the MoEA. However, a new undertaking shall be submitted by the proponent. A new MoU needs to be signed between DAHE and the new proponent. With the transfer of the license, the new firm shall assume the responsibility of all students who were already placed by the former firm until their graduation.
14. The ECPFs may change the name of the firm, if desired. The proponent has to consult DAHE indicating the reason and proposed new name. If approved, the proponent shall submit a new undertaking. Thereafter, DAHE shall recommend the change of name to the MoEA and sign a new MoU. However, the new firm be held accountable for the erstwhile clients until their graduation.
15. The ECPF may open its branch office/s in other parts of the country as per the trade rules. However, prior approval shall be sought from the Department and all procedure and requirements including infrastructure and staffing have to be fulfilled.

Terms of Reference for the ECPFs

16. The ECPFs must sign MoU and undertaking with DAHE. It shall not engage in doing business prior to signing the MoU and undertaking.
17. The ECPFs shall remain in operation and comply with the existing Guidelines for ECPFs, MoU and undertaking.
18. The ECPFs should have a name that does not replicate a name of similar business firms either in Bhutan or elsewhere.
19. ECPFs in Bhutan should not function as an agent/branch of similar firms outside Bhutan without approval. Franchise business should be endorsed by DAHE and final approval shall be granted by MoEA based on the Foreign Direct Investment policy.
20. The ECPFs must ensure that the infrastructure requirement of minimum of two rooms and reliable contact (phone, fax, mobile and email address). Any change in the contact details must be intimated to DAHE within 3 working days.
21. The ECPFs must have a dedicated office for its operation. It shall not operate from shared business premises or personal residents.
22. The ECPFs must have proper address, signboard with name in front of the office, telephone numbers and other necessary indication of location (room/flat number, building name/number, street name, specific location, city/town).
23. The ECPFs are required to be available for contact, discussion and support, should there be any emergency with students or any other kinds of administrative needs of the Ministry of Education.
24. The ECPFs must have updated website and internet connection for dissemination of information and effective communication. The information must also be made available through brochures, pamphlets, and other modes of advertisement.
25. The ECPFs must be manned by a team of committed human resource including a counselor and an office assistant to provide quality services. It shall abide by the relevant labour laws and regulations of the country.
26. The ECPFs must ensure that the counselor provides career counseling to students/parents in choosing appropriate courses and institution. The counselor must provide complete and

accurate information on all available options and cost during the initial counselling to enable them to make informed decision.

27. The ECPFs must provide information on student health insurance scheme offered by any of the insurance companies. The students could avail health insurance at the same rate as scholarship students from the Royal Insurance Corporation of Bhutan Limited.
28. The ECPFs must ensure minimum eligibility criteria prescribed by relevant professional bodies while enrolling students in varied fields (e.g. The Bhutan Medical and Health Council for medical related courses).
29. Fees and charges must be made transparent providing break-up of all fees for each semester including consultancy charge/fee, if any. There shall be no hidden costs. The ECPFs must take the responsibility to bear additional cost resulting from misinformation provided to clients.
30. Consultancy fee, if any, shall be charged only after delivery of the services.
31. In case of any breach of terms leading to financial implication, the cost shall be borne by the ECPFs.
32. All services availed by students/parents/guardian including the break-up of the fees and charges must be mutually agreed and agreement (*Annexure VIII*) shall be signed for the purpose of clarity. The terms of the agreement must be clear and understood by both parties and the parties shall be bound by the agreements.
33. The ECPFs must declare correct email and contact address of the candidates while filling up visa application on behalf of candidates. This will enable relevant authorities to contact candidates directly regarding the result/status of visa application.
34. The ECPFs must complete pre-admission procedures such as confirmation of seats and courses before students' departure from the country. The firm must conduct briefing/orientation session for the students.
35. The ECPFs must ensure that the students have valid student visa and tickets prior to departure from the country.
36. The ECPFs are expected to either escort students to the institution or arrange pick up on arrival and provide other associated logistics or make arrangement for students to reach college safely during initial travel.

37. The ECPFs must assist students to arrange for safe, affordable and hygienic accommodation.
38. The ECPFs must identify a focal person from the linked institutions to monitor and extend support to students in times of need or emergencies.
39. The ECPFs must provide support and guidance until the students graduate from the institutions including collection of certificates and mark sheet from the institutions, wherever possible.
40. The ECPFs should establish linkage with the institutions without involvement of third party and must seek approval from DAHE prior to establishment of linkages. It must not place students to institutions before the approval. The status of the institution must be updated and submitted to DAHE every year.
41. A Memorandum of Understanding/Agreement/Collaboration (MoU/A/C) must be signed between the ECPFs and the collaborating institutions for legitimacy of the collaboration. A copy of the MoU should be submitted to the DAHE while seeking approval for advertisement and organizing any events/activities.
42. The ECPFs must admit students only to recognised institutions after verifying recognition status from relevant bodies such as the University Grants Commission (UGC) or equivalent bodies and the national accreditation agencies and/or professional accreditation bodies of the host country.
43. The ECPFs are required to submit an accurate list of all students placed by them twice a year - once in March and another in October to DAHE as per format given in *Annexure IX*. They must also ensure that the students are registered as tertiary students studying outside Bhutan using online G2C services (www.citizenservices.gov.bt).
44. The ECPFs should undertake annual visit to the institutions outside Bhutan to assess their educational standards, quality and to monitor academic progress of students placed and share report with parents/guardian, wherever possible.
45. The ECPFs must advertise only reputed linked institutions approved by DAHE in Bhutanese media. A blanket approval shall be sought for the existing collaborating institutions for advertising in the Bhutanese media with updated documents.
46. The text of the advertisement must be supported by adequate documentary evidences.

47. The approval for advertisement will have a validity of one year which would mean that every year, the ECPFs must submit updated list of institutions along with the following documents seeking approval for advertisement in the Bhutanese Media.
- a) Background paper on the institution's (Location, Country, Year of Establishment, etc.)
 - b) Accreditation documents
 - c) Affiliation document
 - d) Recognition documents, if any
 - e) MoU signed with the institution
 - f) Programs/Courses offered
 - g) Approval from relevant professional councils.
48. All documents mentioned under clause 44 above should be in English or should be translated to English by an authentic translation firm, if they are in any other languages.
49. The ECPFs are not a labour recruitment firm and therefore it should not make any commitment for employment. The ECPFs must not use opportunity to work part-time or undergo internship as a marketing strategy unless internship is a part of the programme/study.
50. The ECPFs must seek Departmental clearance at least one month prior to organizing any events/activities.
51. The ECPFs should pay renewal fee of Nu.10,000.00 (ten thousand only) per annum which goes directly to the government revenue account. The ECPFs shall submit a copy of renewed license to DAHE annually by first week of August. This is also applicable to establishment of all branch offices, if any.
52. The ECPFs may bring recognized linked institutions to the education fair organized in Bhutan. The education fair shall be approved by the MoEA based on the sector clearance from the MoE. The organizer must apply using application form provided in *Annexure X* and verification shall be based on the checklist as given in *Annexure XI*.
53. The ECPFs may inform DAHE on individuals/TEIs doing business without valid license or making direct advertisement in the Bhutanese media.

Responsibilities of DAHE, Ministry of Education

54. QAAD, DAHE is the relevant division to oversee establishment, registration and monitoring of ECPFs (*Annexure XII*) to ensure provision of quality and timely services to clients and stakeholders.
55. DAHE shall approve the linkages with the institutions prior to the placement of students by the ECPFs.
56. DAHE shall endeavour to institute student feedback mechanisms, may organise on-campus visits, use media as information sources, and use other appropriate monitoring tools to ensure admission to recognised institutions.
57. DAHE shall facilitate visit for only one official from the linked institutions for a single event/activity.
58. DAHE provides sector clearance for the final approval by MoEA for tertiary education fair organised in Bhutan. In addition, the interested institutions/organizers must apply for validation of documents to participate one month prior to the event date.
59. DAHE shall issue recommendation letter for renewal of license based on the performance of the firm. It shall also recommend de-licensing based on the non-performance of the ECPFs.
60. DAHE shall provide support and advisory services to ECPFs, students and parents/guardians, as and when required. It shall share relevant information related to status of institutions and ECPFs.
61. DAHE may conduct stakeholder meetings as and when necessary.
62. DAHE shall work in collaboration with the Department of Trade, MoEA in cases of individuals/TEIs doing business without valid license.

Penalty

63. The following penalties are applicable for failure to abide by the Guidelines, MoU and undertaking but not limited to the following:

Warning letters shall be issued for minor breaches of the Guidelines, MoU and undertaking.

Penalty	Time Frame
First written Warning	1 month
Second written Warning	1 month indicating public notification in the website
Final written Warning	1 month indicating suspension of license

B. Suspension – After final warning is issued and if there is no progress or rectification, suspension will apply as follows:

Time Frame	Action in collaboration with MoEA
After one month of final written warning	Enforcement of suspension
After two months of suspension	Cancellation or extension on case by case basis
After six months of suspension	Automatic cancellation, if there is no progress

C. Immediate suspension shall be applicable under the following circumstances but not limited to:

- i. Placement of students for employment
- ii. Placement of students without valid student visa
- iii. Provide deliberate and inaccurate information
- iv. Advertisement of scholarships/events without prior approval
- v. Non execution of legal agreement with students/guardians
- vi. ECPF operating as an agent/branch of outside firms without prior approval
- vii. Non declaration of accurate list of students placed.

64. Any refund or compensation wherever applicable should be paid within three months from the payable date.

65. DAHE shall impose other penalties for any breach of Guidelines, MoU and undertaking based on severity of the offence on case by case basis.

De-licensing

66. De-licensing shall occur under the following three circumstances:

A. Voluntary De-licensing

In case of voluntary de-licensing, the proponent shall express their interest to discontinue the business to DAHE in writing stating the reasons thereof. Upon receipt of such letter, DAHE will initiate due diligence to protect the interests of students placed by the concerned firm. After ensuring that the commitments are fulfilled, DAHE shall write to MoEA (RTIO & DoT) recommending de-licensing of the concerned firm. Further, the same proponent shall not be eligible to propose establishment of a new firm in future.

B. Automatic De-licensing

DAHE shall recommend de-licensing of the ECPFs under the following three circumstances:

- i. ECPFs failing to remain in operation for two consecutive years.
- ii. Inability to contact the proponent through any mode of communication within ten working days.
- iii. Failure to renew the license within 6 months after the validity period.

C. Non-compliance to the Guidelines, MoU and undertaking

In case of non-compliance to the Guidelines, MoU and undertaking, DAHE has the discretion to recommend the RTIO to de-license as per the clauses under penalty.

67. DAHE shall recommend de-licensing of the concerned firm to the MoEA and notify the proponent accordingly and shall not entertain any appeal.

68. Upon de-licensing, ECPFs shall immediately stop placing new students.

69. The proponent of the de-licensed ECPF must fulfill all obligations to the students until their graduation. DAHE will extend necessary support wherever possible.

Dispute settlement

70. In case of any dispute between the parties related to the education consultancy and placement services, the concerned parties shall at first try to resolve the dispute amicably.
71. In the event of failure to resolve the dispute amicably, the aggrieved party may submit a complaint to DAHE along with all relevant documents.
72. DAHE shall initiate mediation to resolve the dispute between the parties amicably.
73. If dispute is not resolved at the department level, it shall be officially referred to the Office of Consumer Protection, Ministry of Economic Affairs and shall be dealt as per Consumer Protection Act, 2012.
74. The party who is not satisfied with the decision of the Dispute Settlement Committee under Office of Consumer Protection may appeal to the Royal Court of Justice within 10 working days from the date of decision.

Interpretation, Application & Amendment

75. The DAHE, MoE shall have the overall authority in the interpretation and application of the Guidelines for the ECPFs which shall be final and binding.
76. The DAHE, MoE shall amend the Guidelines for the ECPFs as and when necessary.

Definition

Committee means the Recognition Committee unless specified otherwise.

Department means the Department of Adult & Higher Education (DAHE), Ministry of Education.

ECPFs means the Education Consultancy & Placement Firms in Bhutan.

Education Fair means fairs organised by any ECPFs, BCCI or the Ministry. It also includes any events targeted for education placement.

Education placement refers to placement of students for tertiary education purposes **only** both within and outside Bhutan.

Events/Activities means institutional promotional services, including education fairs, seminars, workshops, trainings, sports, scholarships, career counselling and other similar activities.

Firm means similar businesses (ECPFs) within or outside Bhutan.

Guarantor means a person who gives or acts as a guarantee in case of the failure of the proponent. S/he shall be bound by the undertaking.

Memorandum of Undertaking (MoU) is the legal binding documents signed between the Department and the ECPF.

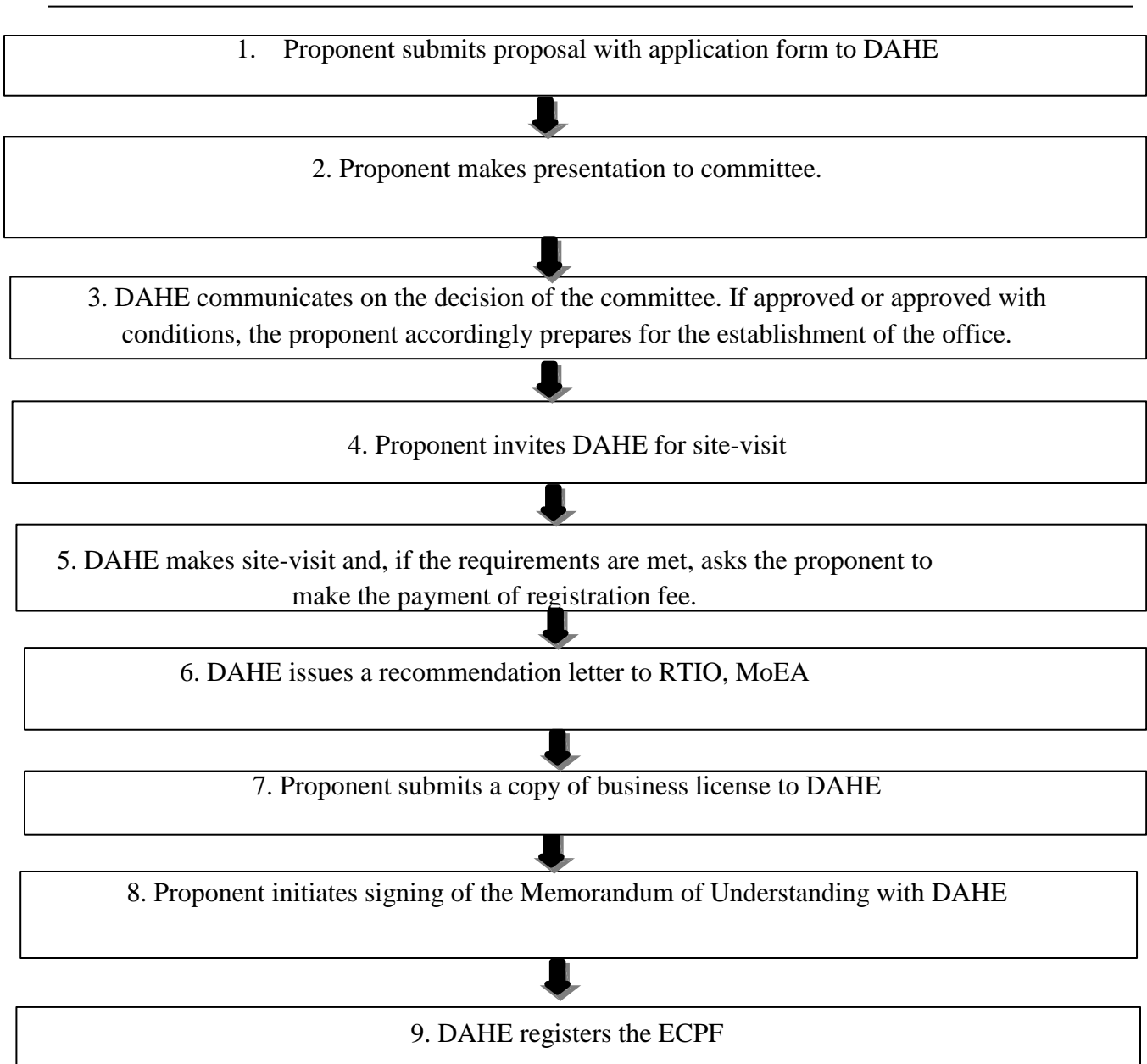
Ministry refers to Ministry of Education unless specified otherwise.

Proponent means the owner under whom the business license has been issued.

Undertaking is the legal binding document signed by the proprietor and the guarantor agreeing to be liable in place of the person for legal actions in the Court of Law in accordance with the laws of the Country if the proprietor fails to abide by the Guidelines for the establishment of ECPFs, MoU and undertaking.

Visiting official means any official from the Department who has been entrusted to make the site visits to validate the proposal and ensure that the requirements are met. It shall also mean the officials who are entrusted to monitor the ECPFs.

PROCEDURES FOR ESTABLISHMENT OF ECPF



Application form for establishment of ECPF**1. Personal information:**

Applicant's name:

Gender:

Male () Female ()

Date of Birth:

CID No.

Contact No.

Email ID:

Passport size
photograph of
the proponent**2. Residential Address**

Office No:

Residence No:

Village:

Gewog/Thromde:

Dzongkhag:

3. Permanent Address

Village:

Gewog:

Dungkhag:

Dzongkhag:

3. Educational detail:

Name of the Course/Degree:

Name of the Institute:

Name of the University:

4. Guarantor:

Name of the Guarantor:

CID No. of the Guarantor:

5. Proposed location of ECPF:

6. Declaration

I hereby declare that the information furnished herewith is true to the best of my knowledge. In the event of detection of false or misleading information, I confer herewith the absolute authority to the Ministry of Education to take any action deemed appropriate. I also undertake to uphold the laws of the Kingdom of Bhutan and observe all accepted norms, codes and ethics of business.

I hereby confirm and acknowledge that I have received information on the establishment of ECPFs from the QAAD officials.



Dated signature of the applicant

For official use only:

Checklist of documents received from proponent (TICK):

- 1. CV
- 2. CID copy
- 3. Family tree
- 4. Security Clearance
- 5. CID copy of the Guarantor
- 6. CV and relevant certificates of the counselor
- 7. Proposal (*Annexure III*)
- 8. Undertaking (*Annexure IV*)

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- 1. Received along with application on: ____/____/20____
- 2. Received by: _____
- 3. Presentation made to the Committee on: ____/____/20____.
- 4. Decision of the Committee: _____.
- 5. Communicated the decision on: ____/____/20____
- 6. Invited for site visit on: ____/____/20____
- 7. Visited the site on: ____/____/20____ by: _____
- 8. Paid registration fee on: ____/____/20____ vide Receipt No. _____
- 9. Written to RTIO on: ____/____/20____
- 10. Submitted a copy of business license on: ____/____/20____
- 11. Signed the MoU on: ____/____/20____

THE PROPOSAL FOR THE ESTABLISHMENT OF ECPFs

1. **Name of the Proponent:** _____
2. **CID Number of the Proponent:** _____
3. **Name of the Proposed Firm:** _____
4. **Address of the Proposed Firm:** _____
5. **Contact No:**
 - 5.1 Telephone: _____
 - 5.2 Mobile: _____
 - 5.3 Fax: _____
 - 5.4 E-mail: _____
6. **Address of the proponent:**

Residential: <i>Flat No:</i> _____ <i>Building No:</i> _____ <i>Location:</i> _____	Permanent: <i>Village:</i> _____ <i>Gewog:</i> _____ <i>Dzongkhag:</i> _____
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7. **Vision, mission and objectives of the ECPF:** Proponent should provide a comprehensive statement of the vision, mission and objectives with particular references to the Guidelines provided. S/he must also include a short paragraph on “*why I want to establish such a firm*”.
8. **Established Linkages:** The proponent should provide probable linkages that could be built with colleges/universities/institutes through their experiences, their recognition and accreditation status and approval from the University Grants Commission and/or equivalent professional bodies of the host country. Upon establishment of the firm, a Memorandum of Understanding/Agreement/Collaboration (MoU/A/C) must be signed between the ECPFs and the collaborating institutions for legitimacy of the collaboration.
9. **Infrastructure:** The proposal should include proposed details of office space with facilities such as number of rooms (at least two rooms), all furniture (storage and seating for clients and staff) and equipments (computer, printer, telefax, etc.) internet connection and website.
10. **Human Resource Plan:** The proponent should provide overall human resource plan of the firm. The minimum staff strength should include at least a qualified/trained counselor and an office assistant. The CV of the Counselor must be attached.

11. Finance Plan: The proponent should provide amount of investment that will be made for the firm. The salary and remuneration for the staff should also be included. It should also include measures to ensure sustainability.

12. Services Provided: The proponent should provide details of services that they intend to provide including admission process, monitoring the student's welfare, support services and their academic results till completion of their studies. These details should also be included in the agreement with the clients.

13. SWOT Analysis: The SWOT (strengths, weaknesses, opportunities and threats) analysis must be prepared based on the market trends.

14. Fees and charges: The proponent should **clearly spell out** the measures to ensure transparency for all applicable fees and charges (e.g. working out the fee break-up for each course semester-wise/annually). There should be no hidden cost. The **amount** of consultancy fee, if any, should be clearly mentioned.

Signature: _____

Name: Dasho/Mr. /Ms.: _____

Dated: ____/____/20____.

Documents to be submitted by the proponent:

1. CV.
 2. CID copy.
 3. Family tree.
 4. Undertaking of Guarantor
 4. CID copy of the Guarantor
 5. CV and relevant certificates of the counselor.
 6. Proposal
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UNDERTAKING

I, _____ bearing CID No. _____ do hereby undertake to:

1. Abide by the Guidelines for the Education Consultancy and Placement Firms and the MoU signed with DAHE.
2. Sign Agreement with students specifying the obligations of the ECPFs and students.
3. Fulfil all obligations as per the Agreement until the graduation of the students.

I hereby do confirm the following:

1. that I have read the Guidelines for the Education Consultancy and Placement Firms and the MoU signed with DAHE
2. That I have been briefed on the Guidelines and MoU
3. That I understand the Guidelines and MoU
4. That I understand the implication and consequences of non-compliance.
5. That I must sign Agreement with students specifying the obligations of the ECPF and students.
6. That I must fulfil all obligations as per the Agreement until the graduation of the students.
7. That I understand that in the event that I do not adhere to the Agreement, I or my guarantor shall be liable for legal action in the Court of Law in accordance with the laws of the Country.

Signature of applicant

(Affix legal stamp)

Place: _____ Name: _____

Date: ____/____/20____ Occupation: _____

Residential address: _____

Email address: _____ Contact No.: _____

Permanent Address: Village: _____ Gewog: _____ Dzongkhag: _____

Caution: This is a **legal document** indicating **one's intention to be bound by it** and therefore, should be signed after clearly understanding all the responsibilities, liabilities and implications.

I understand the implication and consequences of undertaking to be the guarantor for the person named above. In the event of failure by the person to abide by this undertaking, I, as the guarantor hereby undertake to be liable in place of the person for any administrative actions and legal actions in the Court of Law in accordance with the laws of the Country.

Place: _____ Dated _____ Signature of Guarantor
(Affix legal stamp)

Name of Guarantor: _____

CID No: _____ (attach copy). Relation with the applicant: _____

Occupation: _____ Agency (if applicable): _____

Permanent Address: Village: _____ Gewog: _____ Dzongkhag: _____

Email address: _____ Contact No.: _____

Witness:

Dated Signature: _____

Name : _____

CID. No.: _____

Email: _____

Contact No.: _____

PRESENTATION FORMAT

A proponent should prepare a 10-minute presentation of their proposal to the committee covering at least the following topics:

1. Background and experiences of proponent.
2. Vision, Mission, Objectives and Rationale
3. Services that can be provided.
4. Proposals to link with institutions
5. Human resources including counsellor.
6. Financial plan.
7. Infrastructure: location, rooms, furniture, equipment and connectivity
8. SWOT analysis
9. Fees and charges

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Assessment Criteria

Name of Applicant: _____

Date of Presentation: ____/____/20____

S/No.	Factors	Yes/No	Remarks
1	Background and Experiences of the Proponent		
2	Vision, Mission and Objectives		
3	Rationale for starting the firm		
4	Services to be provided		
5	Linkages explored/planned		
6	HR Plan		
7	Qualified Counselor		
8	Infrastructure: No. of rooms		
9	Infrastructure: Furniture		
10	Infrastructure: Equipments		
11	Infrastructure: Proposals for connectivity		

12	Financial Plan		
13	SWOT analysis		
14	Measures to ensure transparency in terms of charging fees		

Final decision of the Committee (TICK):

Approved ____/ Not approved ____/ Approved with the following conditions ____:

1. _____.
2. _____
3. _____
4. _____

Place: _____

S/No.	Name & Designation	Signature	Date
1.	Chief Program Officer, HEPD (Member)		
2.	Chief Program Officer, NFCED (Member)		
3.	Chief Program Officer, SSSD (Member)		
4.	Chief Program Officer, QAAD (Member Secretary)		

(Signature of Chairperson of Recognition Committee, Head DAHE)

Name: _____

CHECKLIST FOR THE ECPF ESTABLISHMENT SITE VISIT

Name of ECPF: _____

Date of visit: ____/____/20____

Human Resources				
SL No.	Particulars	Mandatory Requirement	Yes/ No	Remarks
1	Qualified/trained Counselor	1		
2	Office Assistant	1		
Office facilities/infrastructure/equipment				
SL No.	Particulars	Requirement	Yes/ No	Remarks
1	Office room (with furniture and equipment as per the requirement and proposal submitted)	2 rooms		
2	Computer/s with Printer	Yes		
3	Sample of sign board	Yes		
4	Internet connectivity	Yes		
5	Telephone/Fax line/s	Yes		
6	Timeframe for Website development	Yes		
7	Proposed list of collaborated Institutions	Yes		

8

Record any additional information made available (*optional*):

Name of visiting official	Dated Signature
1.	
2.	
3.	

The Memorandum of Understanding (MoU)

Between

_____ ECPF

And

Department of Adult and Higher Education (DAHE)

WHEREAS, the _____ Education Consultancy and Placement Firm (ECPF) intends to render the consultancy services of placing students to various tertiary education programmes in recognised institutions outside Bhutan.

And

WHEREAS, the DAHE, MoE has agreed to entrust the _____ ECPF with the responsibility to provide consultancy services of placing students to various tertiary education programmes in recognised institutions outside Bhutan.

The two parties hereby agree to enter into the MoU on the terms and conditions given hereunder:

1.0. Obligations of the Education Consultancy and Placement Firm:

The Education Consultancy and Placement Firm (ECPF) of Bhutan shall operate as per the terms of reference for the ECPFs outlined under Terms of Reference for the ECPFs of the Guidelines for the ECPFs 2017.

2.0. Obligations of the Department of Adult and Higher Education, Ministry of Education

The Department of Adult and Higher Education shall abide by the responsibilities and obligations delineated under Responsibilities of DAHE, MoE of the Guidelines for the ECPFs 2017.

3.0. CHANNEL OF COMMUNICATION

Any other correspondence related to the day to day functioning may be exchanged between the Chief Program Officer, Quality Assurance and Accreditation Division, DAHE and the Chief Executive Officer or the proponent. In case of joint ownerships, the correspondences shall be signed by all/authorized proponents of the ECPF. A copy of the authorization shall be submitted to DAHE.

4.0 AMENDMENTS OF THE MoU

The MoU is not subject to amendment unless major changes are required due to changes in the Guidelines for ECPF 2017 or policy changes by the Royal Government of Bhutan. A new MoU

will be signed if the current MoU cannot be adapted in accordance with the changes indicated above.

5.0 PENALTY

In the event of breaching the agreement, MoU and the terms and conditions of the Guidelines, the concerned parties are liable for penalty as per the provisions of the Guidelines for ECPF 2017.

6.0 TERMINATION

The MoU is not subject to termination unless the Department considers such termination necessary, and if the ECPF intends to discontinue operations. Termination of the MoU shall, however, require the ECPF to continue providing support to the students they placed until graduation. Alternatively, the ECPF may transfer the students to another ECPF.

IN WITNESS WHEREOF, the two parties mentioned above have hereunder append their respective signatures to this present arrangement in two original copies in English.

Signed on this day the _____ of _____ 20_____ in Thimphu.

For and on behalf of the Ministry of
Education

For and on behalf of Education
Consultancy and Placement Firm

Signature (*Affix legal stamp*):

Signature/s (*Affix legal stamp/s*):

Name: _____
Head, DAHE

Name: _____
Proponent/s

Witnessed by:

Witnessed _____ by:

Signature (*Affix legal stamp*):

Signature (*Affix legal stamp*):

Name:.....
Chief Program Officer, QAAD

Name:.....
Staff: _____ ECPF

AGREEMENT

This AGREEMENT is signed between

..... ECPF (*hereinafter referred to as “the firm”*)

AND

Mr./Ms.....

(hereinafter referred to as “the student”)

1. Firm Details

Name: _____ ECPF
Address: _____
Contact No.: _____
Name of Proponent: _____
CID No. of Proponent: _____
Email: _____
Website: _____

2. Institution Details

Name of the institution: _____
Address: _____
Website: _____
Telephone No.: _____
Name of affiliating University (if applicable): _____

3. Student Details

Name: _____
CID No.: _____
Passport No.: _____
Highest Qualification: _____
Course/programme enrolled in: _____
Duration: _____
Contact No.: _____
Email: _____

4. Parents/Guardian Details

Name: _____
CID No.: _____
Relationship with student: _____
Occupation: _____
Address: _____

Contact Number: _____
Email: _____

5. Fee Details (sample table)

S/No	Particulars	Amount (Nu)					Remarks
		Year 1	Year 2	Year 3	Year 4	Year 5	
1.	Tuition fee						
2.	Accommodation/hostel fee						
3.	Food/Mess fee						
4.	Visa fee (if applicable)						
5.	Consultancy fee (if any):						
6.	Any other miscellaneous fee (List & specify the amount) a) _____ b) _____						
TOTAL							

NOTE:

1. The fees should be either mentioned semester-wise or annually, whichever is applicable.
2. If the fee payable is in any other currency other than Ngultrum, the exchange rate should be mentioned clearly.
3. There should not be any hidden fee.
4. Wherever possible, provide the details for each fee in the remarks column (e.g. tuition fee includes teaching, library, books, and usage of lab-equipment; mess provides three meals – vegetarian/non-vegetarian; accommodation in AC/non-AC for 3-seaters; etc.).

6. Student Obligations

- 6.1 Student is not allowed to involve in any illegal activities against the Government of host country. If the student is involved in any drug, alcohol, rape and any other criminal activities then the case shall be dealt as per the law of the host country.
- 6.2 The student should not involve in any disciplinary issue.
- 6.3 Student should conform to all rules and regulation of the institution and the Law of the country at all times.
- 6.4 Student should ensure that he/she pass all modules/subjects every year to ensure timely graduation from the institution. If the student fail any module, he/she has to bear the re-module fee as per the set policies of the institution.
- 6.5 The student must consult ECPF to change the course and bear any additional financial implication if any.
- 6.6 Student must inform the firm of any issues that affect their study or their life in the institution.
- 6.7 Students should inform the firm before deciding to discontinue the course and before leaving the institution.
- 6.8 While the ECPF will support the students in collection of certificates and marksheet from the institutions, the students must bear the postage and other incidental cost wherever applicable.
- 6.9 *(list any other obligation which is not included in the above list)*

7. Firm Obligations

- 7.1 The firm shall ensure to provide complete information about the programme, fee structure, accommodation and other related information.
- 7.2 The firm should ensure that the institution and the course/programme is recognized in the host country and provide documentary proof of their recognition status.
- 7.3 The firm shall orient and brief the student on the programme and highlight the students' obligation while pursuing their course.
- 7.4 The firm shall charge the fees as mentioned in the "Fee details" table.
- 7.5 The firm shall escort or make arrangement for the student to reach the college safely during initial travel.
- 7.6 The firm shall update the parent/guardian about the academic performance of the student regularly.
- 7.7 The firm will provide all the necessary support in term of administrative and all related matters to make the student stay at the institution comfortable and conducive to learning.
- 7.8 The firm will ensure safety of the student for the entire duration of the course and until their return to the country.
- 7.9 The firm shall ensure that in case of any issue including fees and accommodation, the dispute shall be resolved with the parents/guardian without causing hassle to the student.

7.10 The firm will sign an agreement with the student in presence of parents/guardian and their witness.

7.11 The firm shall reimburse partial or full cost incurred by the students in case of breach of terms and conditions of the agreement based on the severity.

7.12 *(List details of all other services provided and commitment made by the firm including travel arrangement, accommodation, monitoring of welfare whatever services promised etc. which is not included in the above listed obligations)*

8. *(Any other important points that need to be mentioned but does not feature under any one of the above clauses)*

This agreement is signed by both parties in presence of the respective witnesses. Both parties hereby agree to comply with the terms and conditions of this agreement. The agreement shall remain in force only until completion of the said course. In case of any dispute and breach of the agreement, either party may take up the case legally or with relevant agency.

Signed on the day _____ in the month of _____ year _____ at _____
(location).

On Behalf the ECPF (Proponent)

Student

(Affix legal stamp)

(Affix legal stamp)

Name:.....

Name:.....

WITNESS:

WITNESS (Parent/Guardian):

(Affix legal stamp)

(Affix legal stamp)

Name:.....

Name:.....

Relationship:

Relationship:

CID No.:.....

CID No.:.....

Contact No.:.....

Contact No.:

FORMAT FOR LIST OF STUDENTS PLACED BY ECPFs

Details of students admitted by _____ ECPF.

Reporting cycle (*Tick the box*): October 20____ / March 20____

Sl. No.	Name of Student	CID No.	Passport No.	Email	Course	Duration	Institution & City	Accredited by	University	Recognized by	Country	Contact No. of Guardian	Email ID of Guardian	Remarks
1.														
2.														

Note:

1. Course: e.g. BBA, BCA, M.Tech, BDS, etc.
2. Duration: Duration of the course e.g. 3 years
3. Institution: Name of the Institute/College/School/Academy.
4. Accredited by: Name of the accrediting agency or professional councils e.g. NAAC, MCI, DCI, AICTE, etc.
5. University: Name of the university/affiliating university.
6. Recognised by: Name of the agency that has recognised the University and/or member of associations e.g. UGC, AIU, CAU, PU, IAU
7. Please fill in the above form and email to: qaad@moe.gov.bt after completion of admission every year.

APPLICATION FORM FOR PARTICIPATION IN EDUCATION FAIR

1. Date of Fair: _____/_____/20_____
 2. Name of the Institution: _____
 2.1 Location: _____
 2.2 Zone: _____
 2.3 Country: _____
 2.4 Institute Website: _____
 3. Contact (Focal Person): _____
 4. College/Institute affiliated to: _____ University (*Please attach the affiliation letter*).
 5. Type of University: Member of UGC ___/AIU ___/ACU ___/IAU ___/Public___/ Private___/Branch campus ___/Deemed ___(Grade: ___) (*Tick all relevant ones*).
 6. Recognition Code (e.g. CRICOS, if any): _____
 7. Courses offered: (i)_____ (ii)_____ (iii)_____ (iv) _____
 (*Please include all courses that you intend to admit students in; use additional sheet if required*).
 8. Accredited by: (i)_____ (ii) _____ (iii) _____ (iv)_____
 (*Please add as required & attach valid accreditation certificates*).
 9. Local partner: _____ Education Consultancy & Placement Firm.
- Submitted by: _____ Dated: _____/_____/20_____

NOTE:

- a) Please provide the affidavit of translated documents, if not in English
- b) Official authorization letter to participate in the education fair and make commitment (e.g. offering institutional scholarship) from the institution should be submitted to DAHE.

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For Official Use

Verified by: _____ Dated: _____/_____/20_____

Result: Approved ___/ Not approved ___ for participation.

Reason, if not approved: _____

Dated signature of Verifying Officer: _____

Dated signature of Approving Official: _____

CHECKLIST FOR ORGANIZING EDUCATION FAIR

1. A sector clearance from the Ministry of Education is mandatory. The final approval shall be given by the Ministry of Economic Affairs.
2. The University must be recognised by their country for participation – by the University Grants Commission or equivalent bodies of their country, or possess recognition codes like CRICOS, or be a member of Associations like AIU, ACU, IAU, etc.
3. Private universities does not have affiliated colleges/institutes outside their state.
4. The colleges/institutes must submit a letter of current affiliation status from a recognised university.
5. The institution (university/college/institute) should submit the accreditation status for the programmes from the Professional Accreditation Council of the host country. It would be an advantage if the accreditation status from the national accreditation body is also included.
6. All programmes should be approved by relevant professional council/bodies to participate in the fair.
7. No institution shall be allowed to display fake promotional materials and misleading information. Any institution found to be doing so, shall be blacklisted and barred from admitting Bhutanese students and participating in similar fairs in future.
8. The medium of instruction for all participating institutions should be English.
9. The Bhutanese students shall be admitted only to formal course of study.
10. Each institution must fill up the form (*Annexure X*) along with the documents required for verification and final approval.
11. The applications of the institutions should be submitted to QAAD, DAHE, MoE for approval at least one month prior to the fair after which no organiser shall be entertained.
12. Submit the authorization letter from the management of the institution stating all powers and rights given to the representative.

CHECKLIST FOR MONITORING VISITS

Name of the ECPF: _____ Date of Visit: ____/____/20____

1. Confirm the infrastructure:

S. No.	Description	Yes / No	Remarks
i.	Sign board with proper address		
ii.	Telephone (separate line)		
iii.	Adequate rooms (at least 2 rooms)		
iv.	Computer		
v.	Internet connection		
vi.	Website		
vii.	Any update on contact address		
viii.	Confirm the preferred mode of communication		

2. Confirm the Human resource:

S. No.	Description	Yes /No	Remarks
i.	Qualified counsellor recruited		
ii.	Full time staff recruited		
iii.	Staff available on duty		

3. List of students placed by ECPFs during 20____ Yes (____) / No (____): Reminded to submit by ____/____/20____.

4. List of institutions which the ECPF has collaborations with. Remind them to submit the copies of MoU/MoA signed with the institutions, if not submitted.

5. How does the ECPF ensure constant touch with students and their progress after admission?

6. Reminders:

6.1 Linkages with the institutions:

- a) Recognition status if Universities
- b) Affiliation of colleges/institutes to recognized Universities (Private Universities are not allowed to affiliate outside their state)
- c) Accreditation of professional programmes (e.g. AICTE, MCI, PCI, etc.)

6.2 Advertisement process

- a) Once a year in March for all the institutions they have linkages/MoU with.
- b) Seek approval from DAHE for advertisement of new institutions.
- c) No institutions shall be allowed to advertise directly.

6.3 ECPF are not labour recruiting firm, therefore, any commitment should not be made for employment. It should not use opportunity to work and undergo internship as a marketing strategy unless internship is part of the programme.

6.4 Eligibility criteria for different programmes (e.g. No Arts students should be enrolled in technical courses) should be consulted with relevant professional bodies (e.g. BHMC).

7. Additional comments, if any:

Signature of visiting official:	Signature of proponent:
Name: _____	Name: _____
Date: ____/____/20_____	Date: ____/____/20_____