

# STUDENT ENROLMENT CONTRACT

This contract is made on this \_\_\_\_\_ day of \_\_\_\_\_ between:

1. **BITS, Pilani – Dubai** of P. O. Box **345055**, Dubai International Academic City, Dubai, United Arab Emirates (the “**Institution**”).
2. \_\_\_\_\_, a \_\_\_\_\_ national, holder of Passport No. \_\_\_\_\_ of \_\_\_\_\_ (the “**Student**”).

## WHEREAS

The Institution and student have agreed on the enrolment of the student to take Approved Courses at the Institution upon the terms and conditions set out below:

**NOW THEREFORE THE PARTIES** agree as follows:

### 1. Operative

The Institution enrolls, and the student accepts the enrolment at the Institution to take the following Course or Programme **B.E. (HONS)** (the “**Approved Courses**”) at the Institution in the Dubai Knowledge Village (“**DKV**”) in the Dubai Technology, Electronic Commerce and Media Free Zone (the “**Zone**”).

### 2. Student Residence Visa

- 2.1 The Institution has applied for a Student Residence Visa to enable the above mentioned student to enrol and take Approved Courses at the Institution. The Institution and student understand that the student may not hold employment in the United Arab Emirates while holding this visa.
- 2.2 Should the Institution cease to operate a business in the Zone, the Institution will be responsible for ensuring that the Student Residence Visa is cancelled by the Zone.
- 2.3 Should the Student cease enrolment, absconder, and/or fall below minimum academic requirements of the Approved Courses, the Institution must file a report to DKV upon which the Zone’s Government Services Operations department will cancel the Student’s Residence Visa.

### 3. Course Duration

This Student Enrolment Contract shall be for a:

*A limited period commencing on **September’11** and ending on **August’12** (a “**Limited Contract**”) provided that the term for any Limited Contract may not exceed four (4) years.*

#### **4. Renewal**

The Student Enrolment Contract must be renewed should the Student continue Enrolment with the Institution prior to the expiry date set out in Clause 3 above.

#### **5. Termination of Enrolment**

5.1 The Student Enrolment Contract shall expire on the expiry date set out in Clause 3 above.

5.2 The Student Enrolment Contract may be terminated by KV on the provision of fifteen (15) days written notice to the Institution in any of the following events:

5.2.1 The termination or non-renewal of the Institution's Licence.

5.2.2 The termination or non-renewal of any Lease Agreement by the Institution in the Zone.

5.2.3 The breach of any terms or conditions of the Licence by the Institution.

5.2.4 The breach of any terms and conditions of any Lease Agreement by the Institution.

5.2.5 The breach of any terms and conditions of the Student Sponsorship Agreement by either the Institution or the Student.

5.2.6 The breach of any terms and conditions (being these terms and conditions) of the Student Enrolment Contract by either the Institution or the Student.

5.2.7 The breach of any terms and conditions of any Approved Course by the Institution.

5.2.8 The Institution becomes bankrupt, enters into liquidation, whether compulsorily or voluntarily, has a receiver appointed or takes any steps to wind its self up.

5.3 The Student Enrolment Contract may be terminated by the Institution on the provision of thirty (30) days written notice to KV, subject to the Institution's compliance with the terms and conditions under the Student Enrolment Contract and the Student Sponsorship Agreement.

#### **6. No Liability to Zone**

6.1 The Institution understands that the Zone is not responsible for any benefits to the Student at any time and these are the sole responsibility of the Institution.

6.2 For the purpose of Enrolment, the Zone shall act as the pure agent of the Institution and the Student Enrolment Contract shall constitute a primary obligation on the part of the Institution to the Students and on the part of the Students to the Institution.

**7. Indemnity**

The Institution shall indemnify and keep indemnified the Zone against any and all actions, claims, liabilities, losses, damages, costs or expenses of any nature whatsoever (including legal fees incurred in connection therewith) in relation to any action by the Institution or Students or by any third parties and against all losses or damage to any property (including any property of the Zone) which may arise in consequence of the performance of the Student Sponsorship Agreement or otherwise under these terms and conditions.

**8. Governing Law and Jurisdiction**

8.1 These terms and conditions shall be governed by the regulations enforced in the Zone and the laws of the Emirate of Dubai.

8.2 This Student Enrolment Contract shall be governed by and construed in accordance with the Immigration Law only until such time as the Zone issues its own regulations concerning enrolment in the Zone at which time such regulations shall be deemed to govern any Student Enrolment Contract.

8.3 If the Institution have a dispute with this Student, the Zone will not conciliate or arbitrate disputes between the Establishment and the Student and will not act as a tribunal or court.

**9. Restraint of Trade**

*Upon termination of this Student Enrolment Contract, the Student covenants and agrees with the Institution that the Student will not enrol for a period of one (1) year following the termination of the Enrolment with any Institution that is a direct competitor of the Institution in the United Arab Emirates.*

Signed By

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**(Authorized Signatory of the Institution)  
(The "Institution")**

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**(Name of Student)  
(The "Student")**