

**GUIDELINES FOR  
EDUCATION CONSULTANCY AND PLACEMENT FIRMS  
2021**



**Quality Assurance and Accreditation Division  
Department of Adult and Higher Education**

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**Tel:** +975-2-332068/334101

**Email:** [qaad@moe.gov.bt](mailto:qaad@moe.gov.bt)

**Website:** [www.dahe.gov.bt](http://www.dahe.gov.bt)

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## Foreword



SECRETARY

དཔལ་ལྷན་འགྲུག་གཞུང་། ཤེས་རིག་ལྷན་ཁག་།

Royal Government of Bhutan  
Ministry of Education

— *Rethinking Education* —



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## Foreword

The Quality Assurance and Accreditation Division (QAAD), Department of Adult and Higher Education (DAHE), Ministry of Education (MoE) serves as the regulator for Education Consultancy and Placement Firms (ECPF) in the country. ECPFs are mandated to enroll students to recognised higher education institutions outside the country for quality education. ECPFs play a crucial role in facilitating the students to have access to the ever-expanding study fields and destinations.

Therefore, the Guidelines for ECPFs have been developed to ensure an effective career counselling and placement services to the aspiring Bhutanese students by ECPFs. It also aims to enhance systematic regulatory service by QAAD, DAHE. It outlines the procedure for the establishment of ECPFs and the services offered by QAAD, DAHE, and ECPFs. This document aims to guide the citizens in establishing an ECPF and operating with the best service.

It is my sincere prayer and hopes that this document will enhance a healthy ecosystem among the regulator, ECPFs, and aspiring higher education students.

Tashi Delek!

(Karma Tshering)  
Secretary

## **Acknowledgement**

Our sincere gratitude goes to the Hon'ble Sherig Lyonpo and Sherig Drungchen for their constant guidance in making the services of ECPFs comprehensive and assuring to cater to the needs of the students.

We would also like to thank the Ministry of Education for supporting and grooming QAAD in its entire endeavour. Our special thanks go to the two Legal Officers, MoE for their continuous support and advice. Thank you all for your support and valuable advice in making this a truly collegial experience.

### **Consultation Group**

1. Department of Adult and Higher Education, MoE
2. Department of Revenue and Customs, MoF
3. Department of Trade, MoEA
4. Office of Consumer Protection, MoEA
5. Department of Cottage and Small Industry, MoEA
6. Department of Industry, MoEA
7. Regional Office of Economic Affairs, Thimphu
8. Department of Bilateral Affairs, MoFA
9. Department of Protocol, MoFA
10. Department of Immigration, MoHCA
11. Royal Civil Service Commission
12. Royal University of Bhutan
13. Department of Election, ECB
14. Department of National Budget, MoF
15. Bhutan Board for Certified Counselors
16. All the Education Consultancy and Placement Firms

### **Working group**

1. Mr. N. B. Raika, DAHE
2. Ms. Sangye Choden, QAAD, DAHE
3. Ms. Tshering Pelden, QAAD, DAHE
4. Mr. Rinchen Thongdrel, QAAD, DAHE

### Abbreviation

|         |   |
|---------|---|
| ACU:    | Association of Commonwealth Universities                                |
| AIU:    | Association of Indian Universities                                      |
| BMHC:   | Bhutan Medical and Health Council                                       |
| CRICOS: | Commonwealth Register of Institutions and Courses for Overseas Students |
| DAHE:   | Department of Adult & Higher Education                                  |
| DCSI:   | Department of Cottage and Small Industry                                |
| DoI:    | Department of Industry  |
| DoT:    | Department of Trade   |
| ECPF:   | Education Consultancy & Placement Firm                                  |
| FDI:    | Foreign Direct Investment   |
| FDID:   | Foreign Direct Investment Division                                      |
| HEIs:   | Higher Education Institutions   |
| IAU:    | International Association of Universities                               |
| MoC:    | Memorandum of Collaboration   |
| MoE:    | Ministry of Education   |
| MoEA:   | Ministry of Economic Affairs  |
| MoF:    | Ministry of Finance   |
| MoU:    | Memorandum of Understanding   |
| NAAC:   | National Assessment & Accreditation Council                             |
| NIRF:   | National Institutional Ranking Framework                                |
| OCP:    | Office of Consumer Protection   |
| QAAD:   | Quality Assurance & Accreditation Division                              |
| ROEA:   | Regional Office of Economic Affairs                                     |

TEQSA: Tertiary Education Quality & Standards Agency  
UGC: University Grants Commission

## **Background**

The Education Consultancy and Placement Firms (ECPFs) in Bhutan are established in order to help aspiring students in choosing the appropriate programmes and institutions as well as placing them in recognised institutions based on aptitude, choice, and economic reasons. They provide counselling services and assist the students to process admission in various higher education programmes offered by accredited institutions.

The Quality Assurance and Accreditation Division (QAAD), Department of Adult & Higher Education (DAHE), Ministry of Education (MoE) facilitates the establishment, oversees and regulates activities related to ECPFs. The *Guidelines for ECPF2021* is developed to protect the interest of students and to ensure the standard of services rendered by ECPFs. Therefore, it is important that all parties involved strictly adhere to the provisions of this guidelines.

## Title

1. This Guidelines shall be known as the Guidelines for Education Consultancy and Placement Firms 2021, hereafter referred to as the Guidelines.

## Commencement

2. The Guidelines shall come into effect from August 2021.

## Supersession

3. The existing guidelines and notifications in force shall be superseded from the effective date of the Guidelines.

## Interpretation, Application & Amendment

4. DAHE shall have the overall authority in the interpretation and application of the Guidelines for the ECPFs which shall be final and binding.
5. The Guidelines is available on DAHE website ([www.dahe.gov.bt](http://www.dahe.gov.bt)).
6. DAHE shall amend the Guidelines or part of the Guidelines for the ECPFs as and when necessary.

## Procedure for Establishment of the ECPFs

7. The establishment of ECPFs shall be as per the procedure detailed out in *Annexure I*. The *Annexure I* has three parts (*A, B, and C*) for establishing an ECPF based on the kind of ECPF a proponent desires to establish.
8. The proponent shall submit the application form (*Annexure II*) and the proposal (*Annexure III*) along with supporting documents to QAAD, DAHE as per the schedule below.

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



9. The proponent shall submit the application for Foreign Direct Investment (FDI) or Collaboration (*Annexure IV*), if the proposed firm is FDI or collaboration with an external party.
10. The proposed name of an independent ECPF must not replicate the name of similar business firms either in Bhutan or elsewhere.
11. The proponent should make a presentation to the Department on the day scheduled by QAAD, DAHE.
12. The Committee at the Department shall evaluate the proposal based on the assessment criteria given in *Annexure V* and formally communicate the decision to the applicant.
13. If approved, a preliminary approval of six months shall be issued for the ECPF to become fully operational.
14. In case the proponent fails to operationalize within the validity period of six months, the applicant may apply for extension of the validity period. The Department shall review the application and accordingly may or may not approve the extension for a maximum of another six months.
15. The applicant shall invite QAAD, DAHE for site-visit as and when the ECPF fulfills the requirement as outlined in *Annexure VI* of the guidelines.
16. Upon satisfactory fulfillment of the requirements, the proponent shall pay a one-time non-refundable registration fee to the Finance Division, MoE as per the approval from the Ministry of Finance (MoF).
17. The ECPF shall submit a copy of the business license to QAAD, DAHE. The Memorandum of Understanding (MoU) with DAHE shall then be signed as per *Annexure VII* and the Undertaking as per *Annexure VIII*. The signing of MoU and Undertaking completes the process for establishment.
18. This shall be followed by registration of the ECPF with QAAD, DAHE for the commencement of business. Upon registration, the ECPF will be updated on DAHE website.

19. The ECPF may open branch office(s) as per the regulations of the Ministry of Economic Affairs. However, prior approval shall be sought from the Department. All procedures and requirements including infrastructure and staffing have to be fulfilled for opening the branch office.
20. The fee for establishing a branch office shall be as per the approval of MoF.

### **Renewal of License**

21. ECPFs shall seek recommendation letter for renewal of license with the proof of renewal fee payment. QAAD, DAHE shall issue recommendation letter for renewal of license based on the performance of the firm. It may recommend de-licensing based on non-performance or non-compliance to the provisions of this Guidelines.
22. ECPFs shall pay annual renewal fee as per the approval from MoF to Finance Division, MoE. The ECPFs shall submit a copy of renewed license to QAAD, DAHE annually. This also applies to renewal of license for branch offices.

### **Change of ECPF name and transfer of ownership**

23. ECPFs may change the name of the firm after seeking approval from QAAD, DAHE. If approved, DAHE shall recommend the change of name to MoEA. The ECPF shall sign a new MoU with DAHE upon submission of new business license to DAHE and subsequently submit a new undertaking. However, the new firm shall be accountable in fulfilling the obligations to its former clients.
24. The change of ownership for registration with QAAD, DAHE shall be facilitated through the presentation for establishment of a new ECPF. The proponent shall present a detailed proposal (*Annexure IX* and *Annexure X*) to DAHE in presence of the existing proprietor. The Department reserves the right to approve or disapprove depending on the merit of the case. Registration transfer fee shall be levied as per the approval from MoF.
25. If approved, the proprietor shall submit a new undertaking and QAAD, DAHE shall recommend change of name or ownership to ROEA, MoEA. A new MoU shall be signed between the firm and DAHE.

26. The firm or proprietor shall submit a copy of the new business license and new Memorandum of Collaboration (MoC) signed with partner institutions. However, the new firm or proprietor shall be held accountable for the erstwhile clients until their graduation.

### **Terms of Reference for ECPFs**

27. ECPFs shall sign MoU with DAHE and submit the undertaking to DAHE prior to commencing the business.

28. ECPFs shall operate in compliance to this Guidelines and the MoU signed with DAHE.

29. The proponent has to be available at all times to provide necessary information and support sought by QAAD, DAHE.

30. The ECPF shall initiate placement of students only after registration with DAHE.

31. ECPFs shall seek admission of students for various higher education programmes offered by accredited institutions where the medium of instruction is English. Further, ECPFs may also facilitate admission of international students in higher education programmes offered in Bhutan.

32. ECPFs shall refrain from making commitment for employment and using opportunity to work part-time or undergo internship as a marketing strategy unless internship is a part of the programme.

33. ECPFs may facilitate placement of students for pursuing higher education through alternate modes of delivery in recognized institutions. The programme must be approved by the competent authority. However, the ECPFs must inform the students that the acceptance of the qualification for employment is within the discretion of the employing agencies which must also be indicated in the service agreement.

34. ECPFs shall place students only for higher education programmes. The Confirmation of Enrollment/ Letter of Offer should indicate additional requirements such as bridging course, etc., if any.
35. ECPFs in Bhutan should function independently and not as an agent or branch of any other similar firms outside Bhutan. However, ECPFs desiring to operate as FDI or in collaboration with external party shall seek recommendation from DAHE and the final approval from MoEA.
36. ECPFs shall ensure that the minimum required infrastructure is in place as per checklist in *Annexure V*. It shall have a dedicated office for its operation and not operate from shared business premises/flat or personal residence.
37. ECPFs must be manned by a team of committed human resources including a certified counsellor and an office assistant. It shall abide by the relevant labour laws and regulations of the country.
38. ECPFs must ensure that the counsellor provides career counseling to students/parents in choosing appropriate courses and institutions. The counsellor must provide complete and accurate information on all available options and costs during the initial counselling to enable them to make informed decision.
39. ECPFs must have official letterhead and proper contact address. Soft copy of the signboard should be approved by QAAD, DAHE prior to printing. Any change in the contact details must be intimated to DAHE within three working days.
40. ECPFs must have an updated independent website and internet connection for dissemination of information and effective communication. The information on their partner institutions and services offered must be available on their website.
41. ECPFs should seek prior approval for establishment of linkages with the institutions from QAAD, DAHE. The application shall be supported by the following documents:
  - a) Background paper on the institution (Location, Country, Year of Establishment, etc.)

- b) Affiliation document, if applicable
  - c) Recognition documents
  - d) Accreditation documents
  - e) Programmes/Courses offered
  - f) Approval from relevant professional bodies, if relevant
  - g) Pictographic report on the visits made by the ECPF
42. All documents mentioned under clause 41 should be in English or translated to English by an authorized translation firm.
43. ECPFs shall seek clearance from the Ministry of Foreign Affairs through QAAD, DAHE before signing MoC with institutions outside the country. ECPFs shall sign MoC with the signing authority of the partner institutions and submit a copy to QAAD, DAHE prior to placing students. A copy of renewed MoC must be submitted to QAAD, DAHE.
44. ECPFs must have a valid MoC prior to placement of students. It shall enroll students to recognized and accredited HEIs. Professional programmes must be accredited by relevant professional bodies of the host country.
45. ECPFs must seek approval from QAAD, DAHE for the visit of institution's representative one month prior to the visit with the program detail. It shall abide by the entry requirements of the Department of Immigration for the visit of representatives of partner institutions.
46. ECPFs must have an identified focal person from the partner institutions to monitor and extend support to students, especially in times of need or emergencies. The focal person shall be responsible for providing information to QAAD, DAHE as and when required.
47. ECPFs shall seek approval for advertising their partner institutions using promotional materials in any form of media. The application shall be submitted with updated documents outlined in clause 34 along with the MoC.
48. ECPFs must ensure that there is no issue related to the advertisement and promotional activities to avoid withholding of recommendation for renewal of license. Issues related to non-payment of fees by the ECPFs, if any, shall be dealt as per the existing laws of the country.

49. ECPFs must seek clearance from the Department at least one month prior to organizing any events (physical and online). They must fulfill the criteria as per the *Annexure XI*.
50. Approval for organizing education fair shall be processed through the Association of ECPFs. The organizer must submit documents as per the checklist given in *Annexure XII* for verification, one month prior to the application to MoEA for final approval.
51. ECPFs must strictly abide by the criteria prescribed by relevant professional bodies in Bhutan prior to enrolling students in the varied institutions and programmes (e.g. The Bhutan Medical and Health Council for medical related courses) besides eligibility criteria of the institutions. The ECPF concerned shall be held accountable for any lapses.
52. ECPFs are encouraged to explore opportunities for fee discount/in-state tuition fee for the Bhutanese students.
53. Fees and charges must be made transparent providing break-up of all fees for each semester/trimester including international students' fee, security deposit, donations, hostel, fooding, and study materialsfee, if any. There shall be no hidden costs. The ECPF shall be accountable for the additional cost resulting from misinformation provided to clients.
54. Service charge/consultancy fee for processing admission, if any, shall be clearly indicated in the break up of fee and be charged after receiving the Confirmation of Enrollment/ Letter of Offer.
55. ECPFs must provide information on student health insurance schemes offered by insurance companies. The students could avail health insurance at the same rate as scholarship students facilitated by Scholarship and Student Support Division, DAHE.
56. It is mandatory to sign the agreement between the ECPF and the student (legal guardian, if the student is minor). The terms and conditions of the agreement (*Annexure XIII*) must be clear and agreed by both parties. The agreement

must be signed immediately after receiving the Confirmation of Enrollment/ Letter of Offer.

57. ECPFs shall be accountable for the cost incurred in case of any breach of terms on their part leading to financial implication.
58. ECPFs may facilitate visas for the students as per the laws of the country.
59. ECPFs must ensure that the students have valid travel documents prior to departure from the country. They must conduct a briefing or orientation programme prior to their departure.
60. ECPFs are expected to either escort students to the institution or arrange pick up on arrival and provide necessary support as indicated in the agreement for the initial travel.
61. ECPFs are expected to assist students in arranging safe, affordable and hygienic accommodation, wherever possible.
62. ECPFs must provide support and guidance until the student graduates. ECPFs shall also facilitate collection of certificates and mark sheets from the institutions through their focal person, wherever possible.
63. ECPFs should monitor academic progress, safety and welfare of students placed, and share reports with QAAD, DAHE and parents/guardian, as and when requested, wherever possible.
64. ECPFs are accountable for the students they have placed and must be readily available for any emergency situation such as strikes, riots and epidemics or for other official purposes. They are also expected to send out cautionary notes, other relevant information and also support in repatriation to ensure wellbeing and safety of the students.
65. ECPFs are required to submit the list of students placed as per the format prescribed by QAAD, DAHE. They must also ensure that the students are registered as tertiary students studying outside Bhutan using online G2C services ([www.citizenservices.gov.bt](http://www.citizenservices.gov.bt)).

66. ECPFs may inform QAAD, DAHE on individuals/HEIs doing business without valid license or making direct advertisement in the Bhutanese media.

### **Responsibilities of QAAD, DAHE, Ministry of Education**

67. QAAD, DAHE is the relevant division to oversee establishment, registration and monitoring of ECPFs (*Annexure XIV*) to ensure provision of quality and timely.

68. QAAD, DAHE shall approve the linkage with HEIs based on the requirements and other information available to division from reliable sources. QAAD, DAHE reserves the right to approve or decline establishing linkage between ECPF and the institution, and for the placement of students.

69. QAAD, DAHE shall facilitate renewal of license based on the performance of ECPFs. It may recommend de-licensing based on the non-performance of the ECPFs, if required.

70. QAAD, DAHE shall facilitate approval for events and advertisement of partner institutions.

71. Any event held outside the office premises of the ECPFs where the representatives of HEIs participate shall be considered as an education fair (e.g. counselling day/ education day). The department may facilitate approval for such events to be conducted virtually.

72. QAAD, DAHE shall assess the application for education fair based on need and preferably may have an annual fair. The department may issue sectoral clearance to facilitate final approval by the Department of Trade, MoEA for conducting the education fair.

73. QAAD, DAHE shall provide support and advisory services to ECPFs, students and parents/guardians, as and when required.

74. QAAD, DAHE shall work in collaboration with all the relevant agencies such as Department of Revenue & Customs, Bhutan Board for Certified Counsellor, Department of Cottage and Small industries.



75. QAAD, DAHE shall conduct an annual stakeholder meeting and whenever necessary.
76. QAAD, DAHE shall work in collaboration with the MoEA in cases of individuals or institutions doing business without valid license.
77. QAAD, DAHE shall endeavour to assess ECPFs for the annual ranking.
78. QAAD, 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 compliance to the Guidelines by ECPFs.

### **Non-Compliance**

79. The following are few examples of non-compliance to Guidelines but not limited to:
- a. Minor breach**
    - i. Advertisement of scholarships/events without prior approval
    - ii. Advertisement of institutions without prior approval
    - iii. Signing of MoU without prior approval
    - iv. Non execution of legal agreement with students/guardians
    - v. Non submission of list of students placed within the deadline
  
  - b. Major breach**
    - i. Placement of students for employment
    - ii. Failure to advise/guide or provide accurate information to the clients regarding visa
    - iii. Failure to respond to requests and queries of the Department through any mode of communication within ten working days despite repeated follow up.
    - iv. Provide deliberate and inaccurate information or fails to rectify such information within a stipulated time
    - v. Organizing event without approval or bringing in institutions that are not approved
80. In case of minor breach, QAAD, DAHE shall issue a non-compliance letter directing the firm to take immediate corrective action and to ensure

compliance thereafter. Failure to comply or any breach hereafter shall lead to immediate suspension of registration.

81. In case of major breach, QAAD, DAHE shall immediately suspend the registration of the firm.
82. The suspension of the registration will be for a maximum period of one year based on the degree of non-compliance. The firm may be allowed to resume the business after the suspension period if there are no other issues during the suspension period. However, any breach of terms and conditions during the suspension period shall lead to immediate deregistration of the firm.

### **Dispute settlement**

83. In case of any dispute between the parties, arising from breach of terms and conditions of the agreement by either parties, the parties concerned shall try to resolve the dispute amicably.
84. In the event of failure to resolve the dispute, the aggrieved party may submit a complaint to DAHE along with all relevant documents.
85. DAHE shall initiate mediation to resolve the dispute between the parties congenially based on the agreement.
86. If dispute is not resolved at the department level, it shall be officially forwarded to the Office of Consumer Protection (OCP), MoEA and shall be dealt as per Consumer Protection Act.
87. QAAD, DAHE shall indicate the ECPF as having issue, if there are evident lapses, until such time the case is resolved by the OCP or the Court of Law.

### **De-registration**

88. De-registration shall occur under the following three circumstances:

- A. *Voluntary De-registration***

In case of voluntary de-registration, the proprietor shall express their interest to discontinue the business to DAHE in writing. After ensuring that the commitments to protect the interest of students placed by the firm concerned

are fulfilled, DAHE shall deregister the firm and write to MoEA (ROEA & DoT) recommending de-licensing of the firm. Further, the same proprietor shall not be eligible to establish a new firm in the future.

***B. Automatic De-registration***

DAHE shall recommend automatic de-registration of ECPFs under the following circumstances:

- i. ECPF not in operation for two consecutive years.
- ii. Failure to renew the license within 6 months after the validity period.
- iii. ECPF operates business (both physically or online) during the suspension period.
- iv. ECPF is found guilty of any complaint by the OCP or convicted by the Court of Law.
- v. In case of the repeat of minor offences for more than twice.

***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 ROEA to de-license the firm as per clause no. 88a and b.

89. DAHE shall recommend de-licensing of the ECPF concerned to the ROEA, MoEA and notify the proprietor to proceed to ROEA to complete the de-licensing procedure.
90. The proprietor of the de-registered ECPF must fulfill all obligations to the students until their graduation and shall not engage in placement of students. Further, the proprietor shall deactivate the website and any other social media pages/accounts of the firm.

## Definition

***Certified Counselor*** refers to a counselor who is trained and has undergone a career counselling course offered by accredited institutions. The certified counsellor has to be registered with the Bhutan Board for Certified Counsellors.

***Collaboration with an external party*** refers to any collaboration between an ECPF in Bhutan and their counter part outside the country for operations including partnership and use of name.

***Department*** refers to the Department of Adult & Higher Education (DAHE), Ministry of Education.

***Division*** refers to the Quality Assurance and Accreditation Division, DAHE.

***ECPF*** refers to the Education Consultancy & Placement Firms in Bhutan.

***Education Fair*** refers to an event outside the premise of the ECPF's office where their partner institutions participate to promote its programmes. It includes both virtual and physical.

***Education placement*** refers to placement of students for higher education purposes.

***Events/Activities*** refers to institutional promotional services, including education fairs, seminars, workshops, training, reality shows, sports, scholarships, career counselling and other similar activities through radio, social media, print and broadcast media.

***Guarantor*** refers to a person who gives or acts as a guarantee in case of the failure of the proponent. S/he shall not be direct family members or unemployed and be bound by the undertaking.

**Higher Education** refers to ‘all types of studies, training or training for research at the post-secondary level, provided by universities or other educational establishments that are approved as institutions of higher education by competent State authorities’.

**Media** refers to communication channels such as radio, television, print, and social media.

**Memorandum of Collaboration (MoC)** refers to a legally binding document signed between the legal proprietor of the ECPF and competent authority of Partner Institution(s). The MoC shall constitute of, but not limited to, purpose, scope, responsibilities, terms of understanding, and validity.

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

**Ministry** refers to the Ministry of Education unless specified otherwise.

**Partner Institution** refers to university/institute/college who has legal collaboration and linkage with ECPFs for placement of students based on the MoC.

**Promotional Material** refers to marketing material such as brochures, pamphlets, audio visuals, posters, flyers to promote partner institutions.

**Proponent** refers to individuals proposing to establish ECPF.

**Proprietor** refers to individuals who own ECPF.

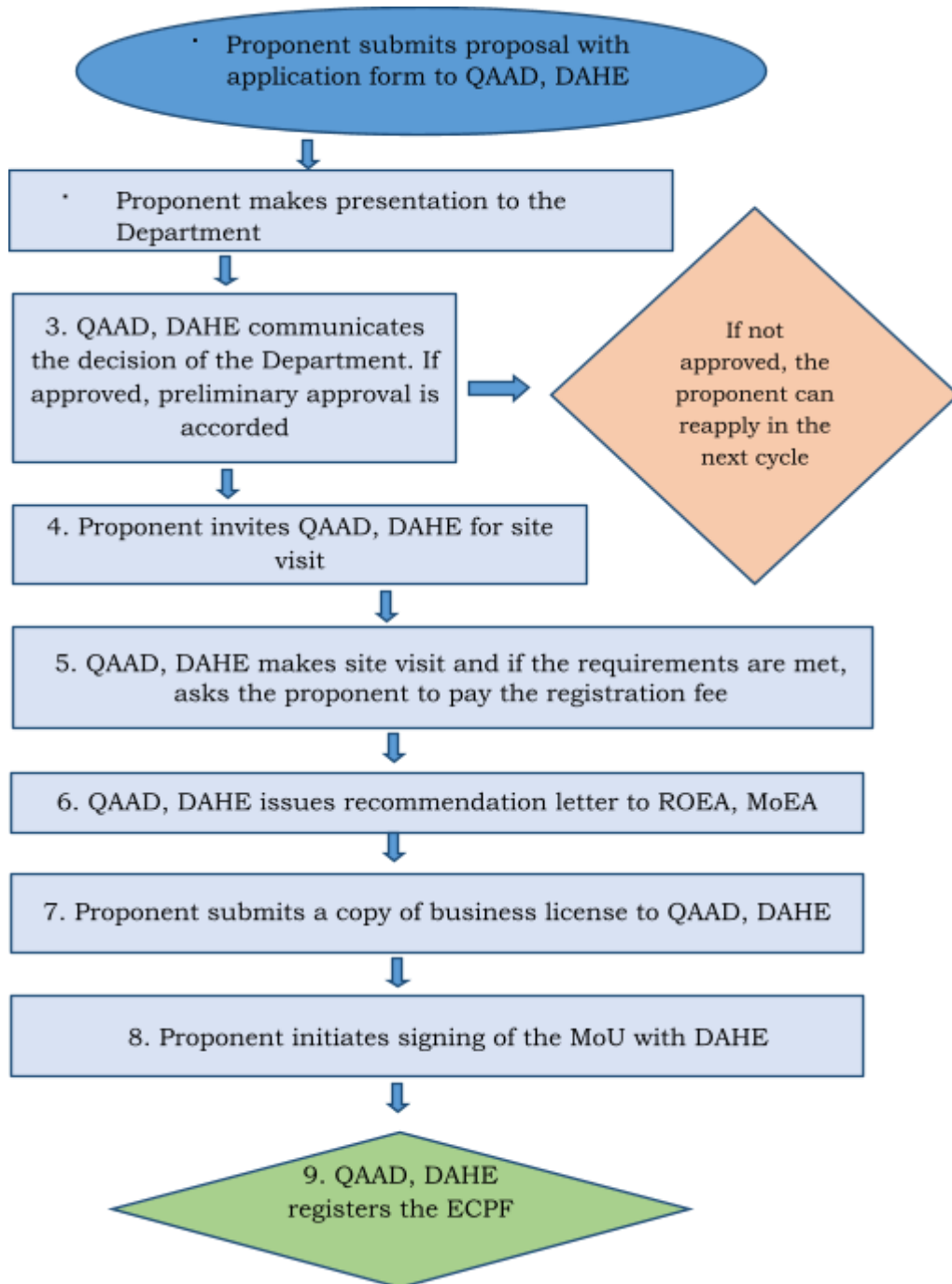
**Suspension** refers to the period where the ECPF is not allowed to operate the business (both physically and online) due to some issue (s). The ECPF will be marked as suspended on the DAHE website until the issue is resolved.

**Undertaking** refers to a legal binding document signed by the proponent and the guarantor. The guarantor shall be liable for legal actions in the Court of Law, if the proponent fails to abide by the Guidelines for ECPF, MoU and undertaking.

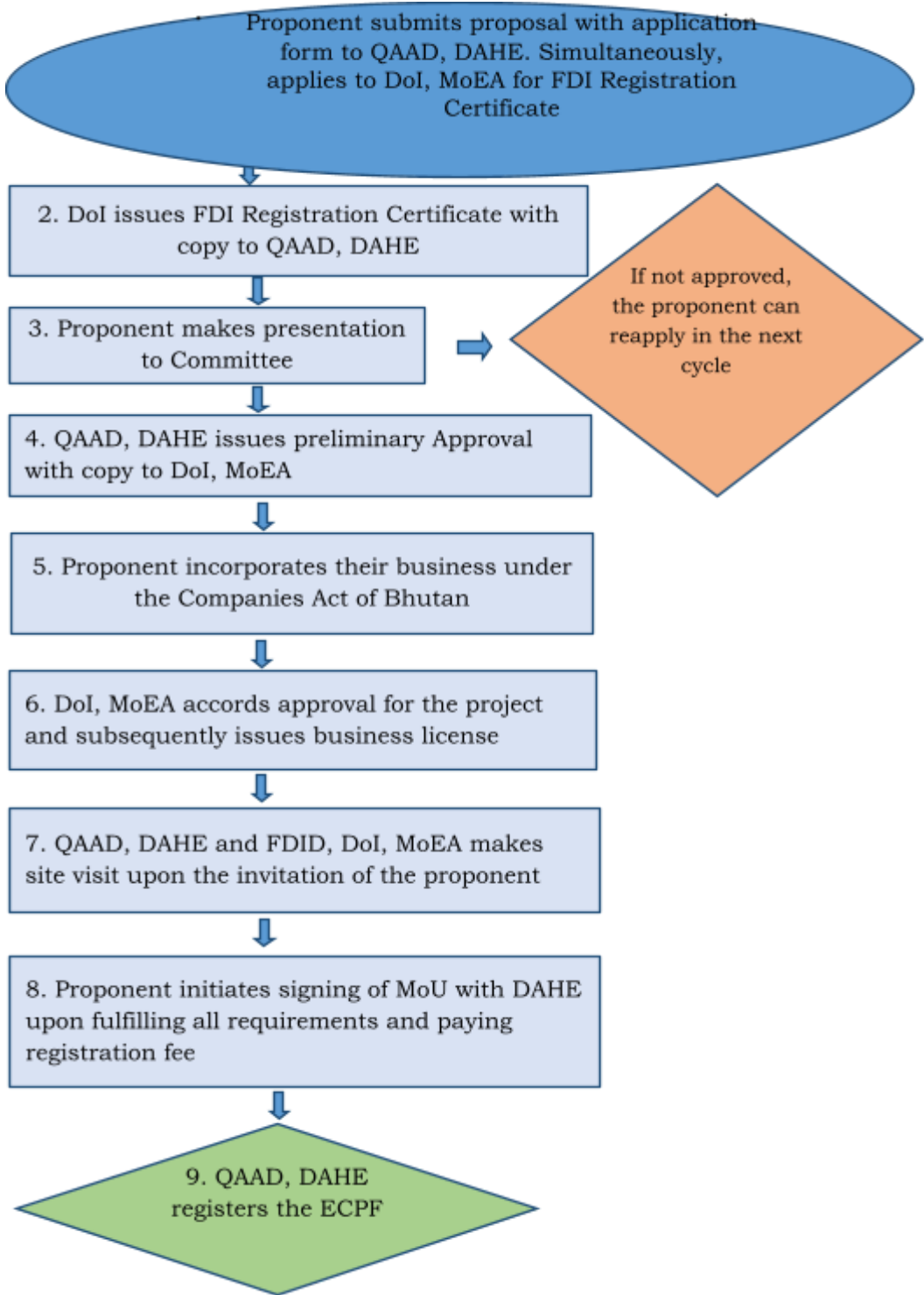
**Visiting official** refers to any official from QAAD, DAHE who has been entrusted to make the site visits for monitoring, to validate the proposal, and ensure that the requirements are met.

## ANNEXURE I: Establishment Process

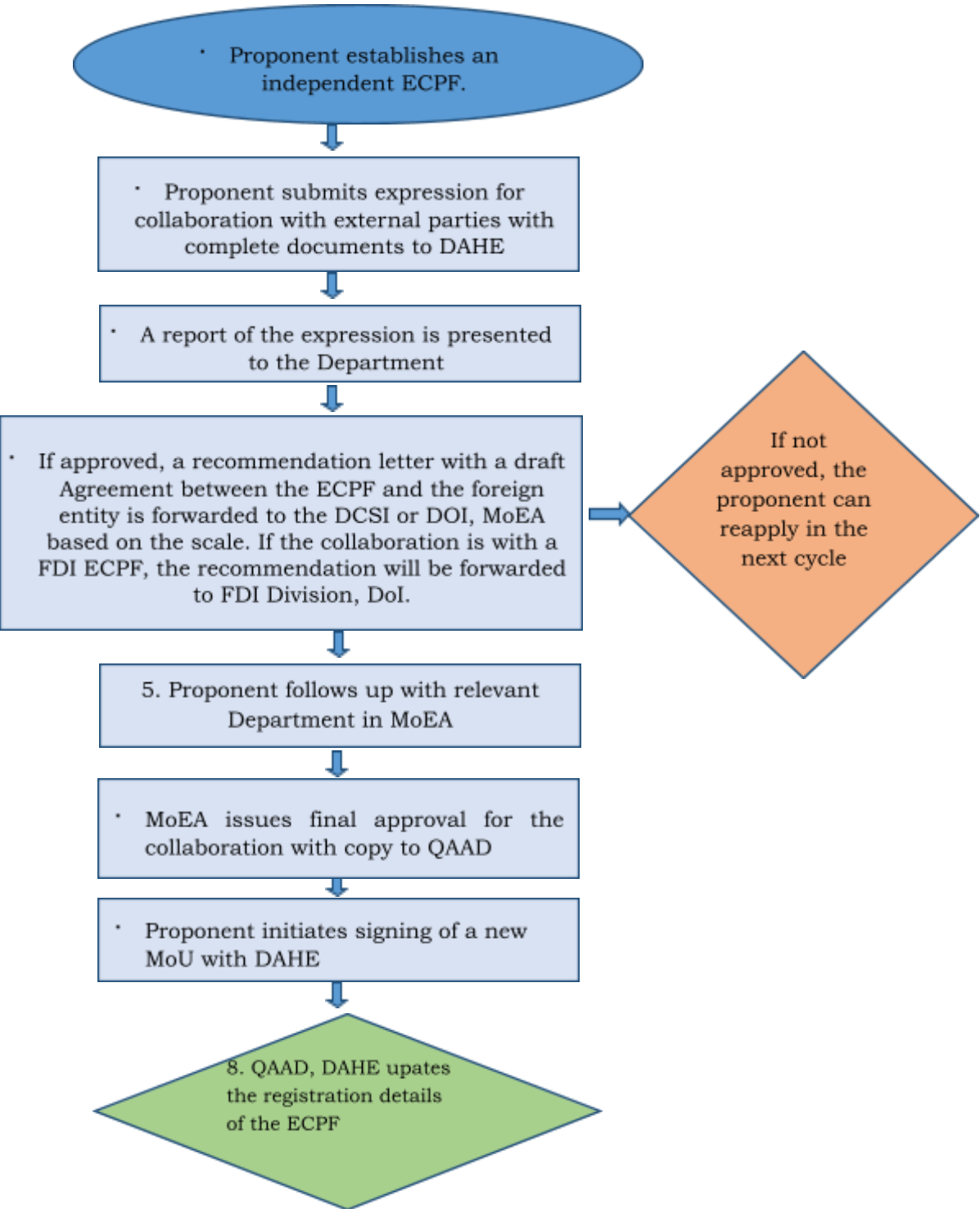
### A. Procedures for Establishment of independent ECPF



**B. Procedures for Establishment of FDI ECPF**



**C. Procedures for Establishment of Collaboration with External Party ECPF**



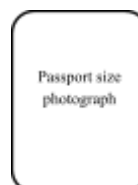


## ANNEXURE II: Application Form For Establishment Of ECPF

**IMPORTANT NOTE:** False statement made knowingly and willfully in this application is punishable and shall be prosecuted in the Court of Law

### 1. Personal information:

|                   |   |
|-------------------|---|
| Applicant's name: | <input type="text"/>  |
| Gender:           | Male ( <input type="checkbox"/> ) Female ( <input type="checkbox"/> ) |
| Date of Birth:    | <input type="text"/>  |
| CID No.           | <input type="text"/>  |
| Contact No.       | <input type="text"/>  |
| Email ID:         | <input type="text"/>  |



### 2. Residential Address

|            |                      |                |                      |
|------------|----------------------|----------------|----------------------|
| Office No: | <input type="text"/> | Residence No:  | <input type="text"/> |
| Village:   | <input type="text"/> | Gewog/Thromde: | <input type="text"/> |
| Dzongkhag: | <input type="text"/> |                |                      |

### 3. Permanent Address

|          |                      |           |                      |
|----------|----------------------|-----------|----------------------|
| Village: | <input type="text"/> | Gewog:    | <input type="text"/> |
| Dungkhag | <input type="text"/> | Dzongkhag | <input type="text"/> |
| :        |                      | :         |                      |

### 4. Educational detail of proponent:

|                            |                      |
|----------------------------|----------------------|
| Name of the Course/Degree: | <input type="text"/> |
| Name of the Institute:     | <input type="text"/> |
| Name of the University:    | <input type="text"/> |

**5. Proposed location of ECPF:**

**6. ECPF type (please select one):**

Independent:  FDI:  Collaboration:

**7. 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 DAHE 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 procedure for establishment of ECPF from the QAAD officials.



Dated signature of the applicant

I hereby confirm that the information furnished by the aforementioned person is true to the best of my knowledge. In the event DAHE finds declaration of false information, 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.



Dated signature of the guarantor

Name of Guarantor: \_\_\_\_\_

CID No: \_\_\_\_\_ (*attach copy*).

Relation with the applicant: \_\_\_\_\_

Occupation: \_\_\_\_\_ Agency (if applicable): \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Village: \_\_\_\_\_ Gewog: \_\_\_\_\_ Dzongkhag: \_\_\_\_\_

Email address: \_\_\_\_\_ Contact No.: \_\_\_\_\_

***For official use only:***

**Checklist of documents received from proponent (TICK):**

- |   |                          |
|---|--------------------------|
| 1. CV   | <input type="checkbox"/> |
| 2. CID copy                                       | <input type="checkbox"/> |
| 3. Family tree                                    | <input type="checkbox"/> |
| 4. Security clearance                             | <input type="checkbox"/> |
| 5. CID copy of the Guarantor                      | <input type="checkbox"/> |
| 6. CV and relevant certificates of the counsellor | <input type="checkbox"/> |
| 7. Proposal ( <b><i>Annexure III</i></b> )        | <input type="checkbox"/> |
| 8. Application ( <b><i>Annexure IV</i></b> )      | <input type="checkbox"/> |

+++++

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 ROEA on: /\_\_\_\_/20\_\_\_\_

10. Submitted a copy of business license on: /\_\_\_\_/20\_\_\_\_

11. Signed the MoU and Undertaking on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

### ANNEXURE III: Proposal For Establishment Of ECPF

1. Name of the Proponent: \_\_\_\_\_
2. CID Number of the Proponent: \_\_\_\_\_
3. Name of the Proposed Firm: \_\_\_\_\_
4. Address of the Proposed Firm: \_\_\_\_\_
5. Type of firm (select one): Independent ( ) FDI ( ) Collaboration ( )
6. Contact No:
  - 6.1 Telephone: \_\_\_\_\_
  - 6.2 Mobile: \_\_\_\_\_
  - 6.3 Fax: \_\_\_\_\_
  - 6.4 E-mail: \_\_\_\_\_
7. Address of the proponent:

|   |  |
|---|--|
| <b>Residential:</b><br><i>Flat No:</i> _____<br><i>Building No:</i> _____<br><i>Location:</i> _____ | <b>Permanent:</b><br><i>Village:</i> _____<br><i>Gewog:</i> _____<br><i>Dzongkhag:</i> _____ |
|---|--|

8. **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 an ECPF*”. If the ECPF is not going to be an independent new firm, the proponent should also provide details of their partner.
9. **Linkages:** The proponent should provide evidence (e.g. email) of probable linkages with colleges/universities/institutes, their recognition and accreditation documents, and approval from the University Grants Commission and/or equivalent professional bodies of the host country.

**10. Infrastructure:** The proposal should include proposed details of office space with facilities such as number of rooms, furniture, equipment, internet connection, and website, as per *Annexure VI*.

**11. Human Resource Plan:** The proponent should provide an overall human resource plan of the firm. The minimum staff strength should include at least a qualified/trained counsellor and an office assistant. The CV of the Counsellor must be attached.

**12. Finance Plan:** The proponent should provide an 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.

**13. Services Provided:** The proponent should provide details of services that they intend to provide including admission process, student welfare, support services and their academic results till completion of their studies.

**14. SWOT Analysis:** The SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis must be prepared based on the market trends.

**15. 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
5. CID copy of the Guarantor
6. CV and relevant certificates of the counsellor
7. Proposal

**ANNEXURE IV: Application For FDI Or Collaboration**

|  |  |
|--|--|
| 1. Proposed ECPF name:                   |  |
| 2. Proposed location:                    |  |
| 3. If FDI, proposed foreign investor:    |  |
| I. Foreign investor representative name: |  |
| II. Nationality:                         |  |
| III. Designation:                        |  |
| IV. Company/ Firm name:                  |  |
| V. Company based in (country, state):    |  |
| VI. E-mail address:                      |  |
| VII. Phone:                              |  |
| VIII. Website:                           |  |

- IX. Attach herewith: (\*if the documents are not in English – Notarised translated version of the same should be submitted)
  - a. Notarised copy of Company Incorporation Certificate or equivalent (if investor is a company)
  - b. Notarised copy of passport and CV of the foreign investor representative

4. If there is a collaboration, explain the type of collaboration and related details.

## ANNEXURE V: 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 may 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

\_\_\_\_\_ *For Official Use only* \_\_\_\_\_

### 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 Counsellor                        |        |         |
| 8    | Infrastructure: No. of rooms                |        |         |
| 9    | Infrastructure: Furniture                   |        |         |
| 10   | Infrastructure: Equipments                  |        |         |

|    |   |  |  |
|----|---|--|--|
| 11 | Infrastructure: Proposal 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 conditions \_\_\_:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Place: \_\_\_\_\_

| Sl/No. | Name & Designation                             | Dated Signature |
|--------|--|-----------------|
| 1.     | Specialist/Advisor, DAHE (Member)              |                 |
| 2.     | Chief Program Officer, HEPD (Member)           |                 |
| 3.     | Chief Program Officer, NFCED (Member)          |                 |
| 4.     | Chief Program Officer, SSSD (Member)           |                 |
| 5.     | Chief Program Officer, QAAD (Member Secretary) |                 |

\_\_\_\_\_  
**(Signature of Chairperson of Committee, Head DAHE)**

Name: \_\_\_\_\_



## ANNEXURE VI: Checklist For The ECPF Establishment Site Visit

Name of ECPF: \_\_\_\_\_ Date

of visit: \_\_\_\_/\_\_\_\_/20\_\_\_\_

| <b>Human Resources</b>                            |  |                              |               |                |
|---|--|------------------------------|---------------|----------------|
| <b>SL No.</b>                                     | <b>Particulars</b>   | <b>Mandatory Requirement</b> | <b>Yes/No</b> | <b>Remarks</b> |
| 1   | Qualified/trained Counsellor   | 1                            |               |                |
| 2   | Office Assistant   | 1                            |               |                |
| <b>Office facilities/infrastructure/equipment</b> |  |                              |               |                |
| <b>SL No.</b>                                     | <b>Particulars</b>   | <b>Requirement</b>           | <b>Yes/No</b> | <b>Remarks</b> |
| 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 ( <i>optional</i> ): |     |  |  |

| Name of visiting official (s) | Dated Signature |
|-------------------------------|-----------------|
| 1.                            |                 |
| 2.                            |                 |
| 3.                            |                 |

## ANNEXURE VII: Memorandum Of Understanding (MoU)

### 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 higher 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 higher 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 2021.

#### **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 2021.

#### **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 proprietor.

#### **4.0 Amendment of the MoU**

The MoU is not subject to amendment unless major changes are required due to changes in the Guidelines for ECPF 2021 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 ECPF2021.

### 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 appended 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 For and on behalf of ECPF  
Education

Signature (*Affix legal stamp*):

Signature/s (*Affix legal stamp*):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Head, DAHE

Proponent/s

Witnessed by:

Witnessed by:

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

Name:.....

Name:.....

Chief Program Officer, QAADStaff: \_\_\_\_\_ ECPF

## **ANNEXURE VIII: Undertaking**

### **UNDERTAKING**

I, \_\_\_\_\_ bearing CID No. \_\_\_\_\_ do hereby undertake to:

1. Abide by the Guidelines for the Education Consultancy and Placement Firms, 2021 and the MoU signed with DAHE.
2. Sign agreement with students specifying the obligations of the ECPF and students.
3. Fulfill 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, 2021 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 an agreement with students specifying the obligations of the ECPF and students.
6. That I must fulfill all obligations as per the Agreement until the graduation of the students.
7. That the name of my firm is not replicating the name of any firm that is already established (*for independent ECPFs*).
8. That I understand 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.: \_\_\_\_\_

**ANNEXURE IX: Application Form For Change In Ownership Of ECPF**

**IMPORTANT NOTE:** False statement made knowingly and willfully in this application is punishable and shall be prosecuted in a Court of Law

**1. ECPF Detail:**

Name of the ECPF:

Proprietor of the ECPF:

Location of the ECPF:

|  |
|--|
|  |
|  |
|  |

**2. New Proponent's Personal Information:**

Name:

Gender: Male ( ) Female ( )

Date of Birth:

CID No.

Contact No.

Email ID:

Village:

Dungkhag:

|  |
|--|
|  |
|--|

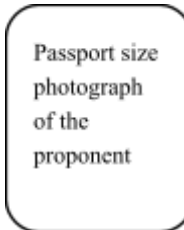
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|  |            |  |
|--|------------|--|
|  | Gewog:     |  |
|  | Dzongkhag: |  |



**3. Educational detail of the Proponent:**

|                            |  |
|----------------------------|--|
| Name of the Course/Degree: |  |
| Name of the Institute:     |  |
| Name of the University:    |  |

## 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 DAHE 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 procedure for establishment of ECPF from the QAAD officials.



Dated signature of the proponent

I hereby confirm that the information furnished by the aforementioned person is true to the best of my knowledge. In the event DAHE finds declaration of false information, 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.



Dated signature of the guarantor

Name of Guarantor: \_\_\_\_\_



CID No: \_\_\_\_\_ (*attach copy*). Relation with the applicant:  
\_\_\_\_\_

Occupation: \_\_\_\_\_ Agency (*if applicable*): \_\_\_\_\_

Permanent Address:

Village: \_\_\_\_\_ Gewog: \_\_\_\_\_ Dzongkhag: \_\_\_\_\_

Email address: \_\_\_\_\_ Contact No.:  
\_\_\_\_\_

## **ANNEXURE X: Proposal For Change In Ownership Of ECPF**

**1. Name of the ECPF:** \_\_\_\_\_

**2. Address of the ECPF:** \_\_\_\_\_

**3. Name of the Proponent:** \_\_\_\_\_

**4. CID No.:** \_\_\_\_\_ (*attach copy*)

**5. Contact No:**

**5.1 Telephone:** \_\_\_\_\_

**5.2 Mobile:** \_\_\_\_\_

**5.3 Fax:** \_\_\_\_\_

**5.4 E-mail:** \_\_\_\_\_

**6. Address of the proponent:**

|  |  |
|--|--|
| <b>Residential:</b><br><i>Flat No:</i> _____<br><i>Building No:</i> _____<br><i>Location:</i> _____<br><i>Dzongkhag:</i> _____ | <b>Permanent:</b><br><i>Village:</i> _____<br><i>Gewog:</i> _____<br><i>Dzongkhag:</i> _____ |
|--|--|

- 7. Vision, mission, and objectives of the ECPF:** The proponent should provide a comprehensive statement of the vision, mission and objectives (VMO) with particular references to the current VMO of the firm. S/he must also include a short paragraph on “*why I want to takeover the ECPF*”.
- 8. Linkages:** The proponent should provide details on how the firm will continue or discontinue with the established linkages and on potential new linkages with colleges/universities/institutes along with their recognition and accreditation documents, and approval from the University Grants Commission and/or equivalent professional bodies of the host country.
- 9. Infrastructure:** The proposal should provide plans for the current infrastructure and new initiatives.
- 10. Human Resource Plan:** The proponent should provide an overall human resource plan of the firm in reference to the current HR of the firm. Attach CV and relevant certificate, if intending to recruit new counsellor.
- 11. Finance Plan:** The proponent should provide plans for salary and remuneration for the staff. It should also include measures to ensure sustainability.
- 12. Services Provided:** The proponent should provide details of services that they intend to provide in addition to the current services provided.
- 13. SWOT Analysis:** The SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis must be conducted for the change of ownership.
- 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
5. CID copy of the Guarantor
6. CV and relevant certificates of the counsellor
7. Proposal

**ANNEXURE XI: 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 – by the University Grants Commission or equivalent bodies of their country, or possess recognition codes like CRICOS/TEQSA.
3. The colleges/institutes, if applicable, must submit a letter of current affiliation status from a recognised university.
4. All professional programmes should be approved by relevant professional councils/bodies to participate in the fair.
5. The institution (university/college/institute) should submit the accreditation status from the National Accreditation Body of the host country.
6. 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.

7. The medium of instruction for all participating institutions should be English.
8. Each institution must fill up the form (*Annexure XII*) along with the documents required for verification and final approval.
9. 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 organizer shall be entertained.
10. Submit the authorization letter from the management of the institution stating all powers and rights given to the representative.

### **ANNEXURE XII: Application Form For Participation In Education Fair**

1. Date of Fair: //20\_\_\_\_\_
2. Name of the Institution: \_\_\_\_\_
- 2.1 Location: \_\_\_\_\_
- 2.2 Zone/State: \_\_\_\_\_
- 2.3 Country: \_\_\_\_\_
- 2.4 Institute website: \_\_\_\_\_
3. Contact (Focal Person): \_\_\_\_\_
4. College/Institute affiliated to: \_\_\_\_\_ University (*If applicable, 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 (s): \_\_\_\_\_ ECPF.

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 a commitment (e.g. offering institutional scholarship) from the institution should be submitted to DAHE.

*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: \_\_\_\_\_

**ANNEXURE XIII: Service 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 Proprietor: \_\_\_\_\_

CID No.: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

## 2. Institution Details

Name of the institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
Country: \_\_\_\_\_  
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 (If the student is minor)

Name: \_\_\_\_\_  
CID No.: \_\_\_\_\_  
Relationship with student: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Number: \_\_\_\_\_  
Email: \_\_\_\_\_

## 5. Fee Details (sample table)

|  |  | Amount (Nu) |
|--|--|-------------|
|--|--|-------------|

| Sl/No | Particulars  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Remarks |
|-------|--|--------|--------|--------|--------|--------|---------|
| 1.    | Tuition fee  |        |        |        |        |        |         |
| 2.    | Accommodation/hostel fee   |        |        |        |        |        |         |
| 3.    | Food/Mess fee  |        |        |        |        |        |         |
| 4.    | Consultancy fee (if any):  |        |        |        |        |        |         |
| 5.    | Any other miscellaneous fee ( <i>List &amp; specify the amount</i> )<br>a) _____<br>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 be involved in any illegal activities against the Government of the 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 regulations of the institution and the Law of the host country at all times.

6.4 Student should ensure that he/she passes all modules/subjects every year to ensure timely graduation from the institution. If the student fails 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 costs 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 inform the clients on the issues and challenges related to recognition of qualification acquired through alternate modes of delivery.

7.4 The firm shall orient and brief the student on the programme and highlight the students' obligation while pursuing their course before leaving the country.

7.5 The firm shall charge the fees as mentioned in the "Fee details" table.



- 7.6 The firm shall make arrangements for the student to reach the college safely during initial travel.
- 7.8 The firm will provide all the necessary support in terms of administrative and all related matters to make the stay at the institution comfortable and conducive to learning.
- 7.9 The firm will assist the student for the entire duration of the course and until their return to the country, wherever applicable.
- 7.10 The firm shall ensure that in case of any issue including fees and accommodation, the dispute shall be resolved with the student or parents/guardian, if minor, without causing hassle to the student.
- 7.11 The firm shall sign an agreement with the student in presence of parents/guardian and their witness, if minor.
- 7.12 The firm shall reimburse partial or full cost incurred by the students in case of breach of terms and conditions of the agreement by the firm based on the severity.
- 7.13 *(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 a relevant agency.

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

On Behalf the ECPF Student

(Affix legal stamp)

(Affix legal stamp)

Name:.....

Name:.....

Designation: .....

WITNESS:

WITNESS (Parent/Guardian):

(Affix legal stamp)

(Affix legal stamp)

Name:.....

Name:.....

Relationship: .....

Relationship: .....

CID No.:.....

CID No.:.....

Contact No.:.....

Contact No.: .....

### ANNEXURE XIV: Checklist For Monitoring Visits

Name of the ECPF: \_\_\_\_\_ Date of Visit: \_\_\_/\_\_\_/20\_\_\_

1. Confirm the infrastructure:

| Sl/No | Description                       | Yes / No | Remarks |
|-------|-----------------------------------|----------|---------|
| i.    | Sign-board with proper address    |          |         |
| ii.   | Contact Number (telephone/mobile) |          |         |
| 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 Memorandum of Collaboration (MoC) signed with the institutions, if not submitted.

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

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6. Reminders:

6.1 Linkages with the institutions:

a) Recognition status

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, CRICOS, etc.)

#### 6.2 Advertisement process

- a) Once a year in **March** for all the institutions they have linkages/MoC with.
- b) Seek approval from DAHE for advertisement of new institutions.
- c) Approval for any advertisement (Social, Print and Broadcast Media) shall be done with prior approval from the Department.

#### 6.3 Counsellor requirement.

#### 6.4 Registration as tertiary students in the G2C portal.

#### 6.5 Agreement with students with service terms and conditions.

#### 6.6 Issue receipt after receiving payment.

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

6.8 Eligibility criteria for different programmes should be consulted with relevant professional bodies (e.g. BMHC).

7. Additional comments, if any:

Large empty rectangular box for signatures and notes.

Signature of visiting official:

Signature of proprietor/counsellor:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_/\_\_\_/20\_\_\_\_

Date: \_\_\_/\_\_\_/20\_\_\_\_