



**UNITEC NEW ZEALAND LIMITED**  
**(trading as Unitec Institute of Technology)**  
Auckland, New Zealand

and

**NELSON MARLBOROUGH**  
**INSTITUTE OF TECHNOLOGY LIMITED**  
Nelson, New Zealand

New Zealand Diploma in Cybersecurity Delivery Agreement

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## NEW ZEALAND DIPLOMA IN CYBERSECURITY DELIVERY AGREEMENT

Dated    October 2020

**BETWEEN**                    **Unitec New Zealand Limited** (trading as Unitec Institute of Technology) and having the details set out in Schedule 1 (**Unitec**)

**AND**                            **Nelson Marlborough Institute of Technology Limited** having the details set out in Schedule 1 (**NMIT**)

Both constituting **the parties** and each **a party** to this Agreement.

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### BACKGROUND

- A. With effect from 1 April 2020, Unitec and NMIT are 100% subsidiary companies of Te Pūkenga.
- B. In February 2020, Unitec commenced delivering the New Zealand Diploma in Cybersecurity (**NZDCS**), an NZQA 120-credit, Level 6 programme.
- C. The NZDCS is well positioned and supported to meet market demand for new entrants to the cybersecurity industry while also providing a pathway to re-employment for some recently unemployed.
- D. Unitec is a member of what was formerly referred to as the NZIST Covid-19 Recovery – Training and Skills Needs Working Group (Screen and Digital). This group has identified the opportunity to expand the delivery of Unitec's NZDCS across other regions. The intention is to implement this by way of a hub and spoke delivery model; with Unitec being the hub and NMIT being the pilot spoke. Under this, students will enrol at Unitec but delivery of the programme will be a mixture of online and block face to face delivery, with internships and labs provided by NMIT and Nelson / Marlborough based industry partners (**Hub and Spoke Delivery Model**).
- E. The parties enter into this agreement to document the terms and conditions under which the Hub and Spoke Delivery Model delivery will operate for Nelson Region Students for the March 2021 intake.

### AGREEMENT

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise requires:

**Agreement:** means this agreement together with the schedules as amended from time to time.

**Confidential Information** means all information or material (including course development material) which has been or will be disclosed by one of the parties to the other party in confidence, but shall not include any information which is:

- a) public knowledge or subsequently becomes public through no breach of this Agreement by any of the parties;
- b) rightfully in one party's possession prior to disclosure by the other party, as shown by written records;
- c) disclosed to a party by an independent third party not in breach of an obligation of confidentiality; or
- d) independently developed by or for one party without the benefit of Confidential Information received from any of the other parties.

**Domestic Code:** means the Education (Pastoral Care of Domestic Tertiary Students) Interim Code of Practice 2019.

**Domestic Student** has the meaning in section 2 of the Education Act 1989.

**Effective Date** means the date this agreement is signed by both parties.

**EFTS** means an equivalent full-time student.

**Hub and Spoke Delivery Model** has the meaning set out in paragraph D above.

**Improvements** means all improvements, enhancements, modifications or adaptations to the Programme Content.

**Intellectual Property** means any proprietary right arising in connection with technical innovations, inventions, designs (whether registered or otherwise), brands, trademarks, creative works (including educational materials, works of art, industrial or artistic designs, audio, music, video, film), copyright and/or discoveries, information and software, whether or not patentable or otherwise susceptible to intellectual property protection, including technology and materials in their tangible form.

**International Student** has the meaning set out in section 2 of the Education Act 1989.

**Nelson Region Student** means a Unitec Student enrolled in the NZDCS under this Hub and Spoke Delivery Model.

**NZQA** means the New Zealand Qualifications Authority.

**Programme Content** means the curriculum, teaching and delivery materials for the NZDCS, learning and assessment methodologies prepared for or on behalf of Unitec, and, in the case of teaching materials, as may be amended in respect of each academic year.

**Programme Regulations** means the governing regulations published by Unitec in relation to the NZDCS in any academic year.

**Term** has the meaning set out in clause 2.

**Unitec Student:** means a student who is Validly Enrolled at Unitec.

**Validly Enrolled:** means in relation to a Unitec Student a person who has:

- (a) paid their tuition fees to Unitec; and
- (b) commenced their studies; and
- (c) not withdrawn from the NZDCS prior to the date on which the Unitec Student's fees will not be refundable.

**Working Day** means any day (other than a Saturday or Sunday) on which registered banks are open for business in Auckland, New Zealand.

1.2. In the interpretation of this Agreement, unless the context requires otherwise:

**Clauses and Schedules:** a reference to a clause or a schedule is to a clause or schedule of this Agreement, and a reference in a schedule to a clause is a reference to a clause in the schedule;

**Defined Terms:** words or phrases appearing in this agreement with capitalised initial letters are defined terms and have the meanings given to them in this Agreement;

**Headings:** headings appear as a matter of convenience and do not affect the construction of this Agreement;

**Related Terms:** where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

**Singular, Plural and Gender:** the singular includes the plural and vice versa, and words importing one gender include the other genders.

## 2. TERM

- 2.1. This Agreement commences on the Effective Date and applies to each cohort of Nelson Region Students that enrol for delivery of the NZDCS in 2021.
- 2.2. The parties may at any time during the Term agree to extend the delivery model to further cohorts. Any such agreement must be in writing and signed by an authorised representative of each party.
- 2.3. NMIT acknowledges that Unitec may enter into similar arrangements with other Te Pūkenga subsidiaries.

### 3. ENROLMENT AND QUALIFICATION

- 3.1. **Student status:** Nelson Region Students will be enrolled as Unitec Students and Unitec shall be entitled to report them as EFTS.
- 3.2. **Timing:** Enrolment will be completed no later than 2 weeks after Unitec commences delivery of NZDCS in the 2021 academic year. The parties will agree student numbers for the March 2021 intake in advance. A minimum number of **10 Validly Enrolled Domestic Students** will be required to run the first cohort.
- 3.3. Once the enrolment numbers and places are confirmed, Unitec will inform NMIT whether the successful applicants are Domestic or International Students.
- 3.4. **Pre-requisites:** To be eligible to enrol in the NZDCS, a student must meet the entry criteria specified in the programme document.
- 3.5. **Qualification:** On the successful completion of the NZDCS, the Nelson Region Student will be awarded a New Zealand Diploma in Cybersecurity qualification by Unitec.

### 4. OBLIGATIONS OF THE PARTIES

- 4.1. Unitec agrees to perform the obligations set out in Schedule 2.
- 4.2. NMIT agrees to perform the obligations set out in Schedule 3.
- 4.3. The parties also agree to manage and administer the NZDCS in accordance with clause 5 and clause 6 of this Agreement.

### 5. DELIVERY SET UP

- 5.1. Unitec will seek NZQA approval to add NMIT as a delivery site for the NZDCS prior to offers of enrolment being issued to applicants from the Nelson region.
- 5.2. For the 2021 academic year, delivery of the NZDCS in the Nelson region will be by way of:
  - (a) online delivery; and
  - (b) face to face periods of one week block delivery to be scheduled twice every calendar quarter (resulting in 8 weeks of block delivery over the academic year).
- 5.3. A proposed timetable for delivery is included at Schedule 4. This is a working example of the proposed delivery model with the actual delivery model to be agreed by the parties no later than 31 December 2020. All proposed face to face delivery is subject to restrictions on travel between regions as a consequence of Covid-19 or any other Government Directive. If restrictions are in place at the scheduled time for delivery, alternative arrangements for delivery will be agreed between the parties.

- 5.4. When block delivery is being provided on site at NMIT by Unitec, Unitec staff will provide training services to NMIT personnel. It is the responsibility of NMIT to allocate staff to this training and ensure they are available at the scheduled times.

## 6. PROGRAMME MANAGEMENT

- 6.1. As soon as possible after the Effective Date, Unitec will appoint a programme co-ordinator who will be responsible for the management and administration of the NZDCS at NMIT and report to the Academic Programme Manager at Unitec.
- 6.2. Should the designated programme co-ordinator be unable or unwilling to continue in their role, a new programme co-ordinator must be appointed within 2 weeks of Unitec becoming aware of the need to appoint a new programme co-ordinator.
- 6.3. The Unitec programme co-ordinator will liaise regularly with their NMIT counterpart using email and by visits to NMIT, thereby ensuring NMIT staff are up to date on all aspects of the NZDCS.
- 6.4. Unitec will carry out internal moderation and co-ordinate external moderation in accordance with the plan approved by Unitec's Computing and Information Technology Programme Committee.
- 6.5. **Internships:** completion of an internship with a suitable industry partner is a compulsory component of the NZDCS:
  - (a) For the 2021 cohort, Unitec and NMIT will work together in securing internships for the Nelson Region Students in the Nelson area;
  - (b) For the 2022 cohort, and thereafter if this agreement is extended, NMIT will be responsible for security internships for the Nelson Region Students in the Nelson area. All internships will be subject to Unitec being satisfied that the relevant industry is equipped to provide the Nelson Region Students with the experience necessary to ensure they satisfy the NZDCS programme requirements.

## 7. FINANCIAL ARRANGEMENT

- 7.1. The tuition fees for the NZDCS will be the Unitec published fees for Domestic or International Students, as applicable for the 2021 academic year (or any subsequent years if this Agreement is extended).
- 7.2. Unitec will be responsible for invoicing and collecting the tuition fees.
- 7.3. Unitec is entitled to retain all tuition fees received from Nelson Regional Students (including Student Achievement Component (SAC) funding from TEC).
- 7.4. NMIT is entitled to the following payments in respect of each cohort:
  - (a) Facilities fee of \$9,186.96 (GST exclusive) (this covers the cost to NMIT of classroom booking and the allocated cost of a co-ordinator); and

(b) Student services fee of \$170 (excluding GST) per Nelson Regional Student enrolled in the NZDCS (this applies to Domestic Students and International Students alike).

- 7.5. NMIT is not authorised to provide a Unitec Scholarship for students undertaking the NZDCS. Students wishing to apply for a Unitec Scholarship must submit their written application to Unitec. Applications for a Unitec Scholarship are subject to the published regulations available from Unitec. It is NMIT's responsibility to refer students to Unitec for a Scholarship application to be assessed.
- 7.6. Unitec's Hardship Fund shall be available to Nelson Region Students and applications and criteria for support are subject to Unitec's published regulations.
- 7.7. Applications for refunds are subject to the published Unitec regulations and policies. It is NMIT's responsibility to refer students to Unitec for refund applications to be assessed.
- 7.8. **Invoicing:** Four weeks after the start of each semester, Unitec will provide NMIT with a statement confirming the total number of Nelson Region Students Validly Enrolled for that semester.
- 7.9. NMIT will issue a GST invoice for the amount identified in the above statement. .
- 7.10. **Payment:** Invoices will be paid by the 20th day of the month following the date of the invoice.
- 7.11. **Responsibility towards Nelson Region Students:**
- (a) The responsibility for Nelson Region Students will remain with Unitec in matters of admission, assessment, progression, examination arrangements, academic appeals, complaints, procedures and any other similar issues in connection with the NZDCS.
  - (b) NMIT will be responsible for the provision of pastoral care & support, academic support services, the health, safety and welfare of Nelson Region Students, for any external visits to employers of students undertaken in connection with the delivery of the NZDCS.
  - (c) Exams and assignments will be supplied, marked and moderated by Unitec.
  - (d) The development, teaching and execution of the NZDCS will be in accordance with the prevailing Unitec Academic Statute and general academic regulations and Unitec's quality assurance procedures.
  - (e) Nelson Region Students will be entitled to use the student facilities specified in Schedule 4 on proof of their identity and status.

## 8. THE CODES

- 8.1. The parties are each a signatory to the International Code and are responsible for the education and welfare of their students. Unitec is committed to ensuring that the NZDCS, support services and the social environment offered to International Students on the NZDCS encourages them to have a positive attitude toward Unitec's educational services and New Zealand during their time in New Zealand and when they return home at the conclusion of their studies.
- 8.2. Nelson Region Students are Unitec students. NMIT agrees to comply with the International Code and the Domestic Code in relation to such students and support Unitec in its aims. In particular, NMIT agrees to:
  - (a) provide information to Nelson Region Students which is relevant to living and studying in New Zealand and the Nelson Region;
  - (b) ensure that Nelson Region Students receive information about the following (which may be sourced from Unitec):
    - i. Unitec's quality assurance results;
    - ii. the teaching, staffing, facilities, and equipment available to students during the NZDCS;
    - iii. Unitec's Student Complaints Resolution Policy;
    - iv. In the context of International Students, New Zealand's International Student Contract Dispute Resolution Scheme (**DRS**). The DRS is a statutory based scheme which was set up to resolve financial and contractual disputes between international students and their education provider. The DRS is governed by the [International Student Contract Dispute Resolution Scheme Rules 2016](#), the appointed operator of the DRS is iStudent Complaints (<https://www.istudent.org.nz/>);
    - v. potential learning outcomes for students, including pathways for further study and employment if applicable;
    - vi. estimated study and living costs in Nelson; and
    - vii. accommodation and transport in Nelson or sources to access that information.

## 9. INTELLECTUAL PROPERTY

- 9.1. The Intellectual Property in the Programme Content, and any Improvement, shall vest in Unitec as it comes, has come, or may come into existence.
- 9.2. NMIT undertakes to take all actions as may be reasonably required to perfect Unitec's title to the Intellectual Property.
- 9.3. This clause 9 survives termination of this Agreement.



## 10. TERMINATION

10.1. This Agreement may be terminated with cause by a party ("the first party") providing at least 6 months' written notice of termination to the other party on the grounds set out in clause 10.2. The notice of termination must state the relevant grounds for termination.

### ***Grounds for termination***

10.2. The grounds for terminating with cause are as follows:

- (a) If either party becomes aware of any actual or proposed changes in regulations affecting the Unitec Programme which requires a review of the qualification.
- (b) If the other party commits a material breach of its obligations under this Agreement and has failed to remedy the breach to the first party's satisfaction within 20 Working Days after receiving a notice of breach from that first party;
  - i. If the first party believes on reasonable grounds that the other party is in such financial difficulties that the performance of its obligations under this Agreement may be adversely affected or not carried out in a satisfactory manner;
  - ii. If the other party without reasonable cause ceases or suspends all or any part of the performance of its obligations under this Agreement before they are completed or does not proceed to undertake any such obligation regularly or diligently;
  - iii. The other party knowingly conceals information from or makes a false statement to the first party.

### ***Consequences of Termination***

10.3. After a notice has been given to terminate this Agreement, with or without cause, NMIT shall immediately cease to recruit new students to NZDCS or market the NZDCS.

10.4. From the date of termination, only Unitec shall be entitled to provide the NZDCS to enrolled students until those students:

- (a) have completed their studies (or the suitable alternative) by qualifying for the relevant award; or
- (b) have failed the NZDCS without further reassessment, or have failed after reassessment or have withdrawn.

Unitec shall be entitled to retain all tuition fees paid by students in respect of the NZDCS from the date of termination.

- 10.5. NMIT shall return to Unitec all copies of the NZDCS documentation and any other Confidential Information or Unitec Intellectual Property in its possession and under its control.
- 10.6. Termination of this Agreement will be without prejudice to any other rights or remedies which either party may have accumulated under this Agreement prior to termination.

## **11. CONFIDENTIALITY**

- 11.1. Any Confidential Information provided by one party to the other ("Discloser") will be used only for the purpose of carrying out the obligations under this Agreement. Neither party will use or disclose any Confidential Information belonging to the other party other than in accordance with this Agreement or with the prior written approval of the proprietor of the Confidential Information.
- 11.2. Each party will ensure that its officers and employees are aware of the confidentiality obligations under this Agreement. Either party may, at any time, require the other party to arrange for its officers and employees to give written undertakings in a form acceptable to the Discloser relating to the non-disclosure of Confidential Information.

## **12. LIMIT OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, neither party shall have any liability or responsibility to the other party for any loss, damage or injury, whether arising in contract, tort, equity or otherwise, which does not flow directly or naturally (i.e. in the ordinary course of things) from a breach of this Agreement including, in each case, consequential loss of business or profits or other loss.

## **13. SUBCONTRACTING**

Neither party shall subcontract all or any part of its obligations under this Agreement, whether by way of an agent agreement or otherwise.

## **14. DISPUTES**

- 14.1. The key contacts for the parties are:  
**UNITEC:** See Schedule 1  
**NMIT:** See Schedule 1
- 14.2. The parties agree to resolve any dispute or difference arising out of or in connection with this Agreement in a spirit of good faith and on a commercially realistic basis by negotiation between the key contacts or, at the request of a party, by discussion by the respective Chief Executives.
- 14.3. Every dispute or difference that is not resolved by discussion and negotiation between the parties may be referred by a party to a mediator to be agreed by the parties and, if the parties are not able to agree, to a mediator appointed by the President of the New Zealand Law Society at the request of a party.

## **15. FORCE MAJEURE**

Neither party shall be liable for any delay in performing or failure to perform its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the party and for which it was not responsible.

## **16. NO PARTNERSHIP**

Nothing in this Agreement shall be construed so as to constitute a party either a partner, agent, or representative of the other in law.

## **17. SEVERABILITY**

If any part or portion of this Agreement is held to be invalid, the remainder of the Agreement shall continue in force and effect as if the invalid provisions had been deleted, provided however that the parties may negotiate a valid and enforceable provision and replacement of the invalid provision.

## **18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties in respect of the delivery of the NZDCS and supersedes all communications, negotiations, arrangements, and agreements, whether oral or written, between the parties relating to those matters.

## **19. AMENDMENT**

This agreement may be varied only by way of a written variation signed by both parties.

## **20. COUNTERPARTS**

This agreement may be signed and delivered in any number of counterparts (including by way of electronic transmission), each of which is to be deemed an original but all of which together will constitute one and the same instrument.

## **21. ELECTRONIC SIGNATURES**

A Party may sign this agreement by way of the application of that Party's electronic signature in accordance with Part 4 of the Contract and Commercial Law Act 2017.

## **22. GOVERNING LAW**

This agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Agreement.

**EXECUTION**

Signed for and on behalf of

**Nelson Marlborough Institute of Technology  
Limited by:**

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Signature of Authorised Signatory

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Name of Authorised Signatory

Signed for and on behalf of

**UNITEC NEW ZEALAND LIMITED by:**

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Signature of Authorised Signatory

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Name of Authorised Signatory

## **SCHEDULE 1**

### **PARTY CONTACT DETAILS**

**1. NMIT**

Primary Contact: Grant Newport

Title: Curriculum Manager

Email: [grant.newport@nmit.ac.nz](mailto:grant.newport@nmit.ac.nz)

Physical Address: Nelson NMIT Campus - 322 Hardy St, Nelson, 7010

Telephone: +64 3 539 5917

**2. Unitec New Zealand Limited (trading as Unitec Institute of Technology)**

Primary Contact: Dila Beisembayeva

Title: Project Manager

Email: [dbeisembayeva@unitec.ac.nz](mailto:dbeisembayeva@unitec.ac.nz)

Physical Address: 139 Carrington Road, Mt Albert, Auckland 1025

Telephone: +64 211190934

## **SCHEDULE 2**

### **OBLIGATIONS OF UNITEC**

Unitec shall:

1. Maintain approval and accreditation for the NZDCS and courses offered under the NZDCS.
2. Seek NZQA approval to add NMIT as a delivery site for the NZDCS prior to offers of enrolment being issued to applicants from the Nelson region.
3. Plan and agree a joint marketing campaign with NMIT (cost to be borne by Unitec).
4. Deliver the NZDCS to Nelson Region Students in accordance with the finalised schedule for delivery (to replace the current version at Schedule).
5. Provide training services to NMIT personnel to ensure they are in a position to provide the on-site technical support for the Nelson Region Students.
6. Retain overall responsibility for the NZDCS management, quality assurance, monitoring and the implementation of any agreed changes.
7. Provide the administrative processes to allow Nelson Region Students to apply and be enrolled in the NZDCS and collect Unitec Student tuition fees based on the published student tuition fees (domestic or international, as relevant) for the NZDCS for the academic year
8. Undertake the assessment and moderation of Nelson Region Students.
9. Be responsible for communication to quality assurance bodies and other appropriate external agencies for any matters regarding the NZDCS.
10. Provide Nelson Region Students with the access to resources in accordance with Schedule 6.
11. Maintain academic records for Nelson Region Students in respect of the NZDCS.
12. Confer the qualification on Nelson Region Students who have successfully completed the academic requirements of the NZDCS.
13. Communicate promptly to NMIT any matters that may significantly impact the NZDCS including, in particular, any changes in regulations affecting student entry or any material changes to the NZDCS.

### **SCHEDULE 3**

#### **OBLIGATIONS OF NMIT**

NMIT shall:

1. Allocate staff to be trained by Unitec during the block delivery sessions of the NZDCS and ensure they are available at the scheduled times.
2. Provide Nelson Region Students with the appropriate learning environment: access to campus equipment, IT support, logins, and student support.
3. Ensure that a Business Support Co-ordinator is trained by Unitec and is available to assist Nelson Region Students during the online delivery.
4. Co-operate with Unitec in relation to the formulation and implementation of the joint marketing campaign.
5. Subject to clause 6.5 of the Agreement, identify and approach local business partners to ensure local internship placements. NMIT will be responsible for the ongoing relationship management with industry partners.
6. Not offer, licence or provide the Programme Content to any other party nor use the Programme Content provided by Unitec for any purpose other than as expressly described in this Agreement.
7. Ensure compliance with the International Code in relation to International Students and the Domestic Code in relation to Domestic Students enrolled on the NZDCS.
8. Place upon all documentation relating to the Unitec Programme, in such manner and place as the Parties may agree, the following words (or such similar words as may from time to time be agreed in writing):

*“New Zealand Diploma in Cybersecurity offered by Unitec at NMIT.”*

9. Ensure that staff development for all staff associated with the operation of the NZDCS is undertaken in conjunction with Unitec in respect of the following:
  - (a) Quality assurance requirements of Unitec
  - (b) Programme administration
  - (c) Teaching and Learning issues
  - (d) Qualifications and experience of staff teaching the Programme
  - (e) Other training and development as agreed is necessary to support the successful implementation of the collaborative agreement.

## SCHEDULE 4

**Timetable for Delivery (draft) – to be replaced by final agreed timetable by 31 December 2020**

Course No	Course Name	Credits	Pre- requisites	Co-requisites
HTCS6701	Information System Security	15		
HTCS6702	Cryptography	15		
HTCS6703	Network Security	15		
HTCS6704	Cybersecurity Management	15		
HTCS6705	Ethical Hacking and Testing	15		
HTCS6706	Cybersecurity Data Analysis	15		
HTCS6707	Cybersecurity Project	30		45 credits of level 6 NZDCS courses



### The proposed delivery of the NZDCS at NMIT

Weeks	Dates	Mode of delivery of HTCS 6701/02/03/04/05/06	Mode of delivery of HTCS6707 Cybersecurity Project
1	1-Mar	Face-to-Face	Internship-based learning is a supervised face-to-face activity
2	8-Mar	Online	
3	15-Mar	Online	
4	22-Mar	Online	
5	29-Mar	Online	
6	5-Apr	Online	
7	12-Apr	Face-to-Face	
	19-Apr	Mid-semester break	
	26-Apr	Mid-semester break	
8	3-May	Face-to-Face	
9	10-May	Online	
10	17-May	Online	
11	24-May	Online	
12	31-May	Online	
13	7-Jun	Online	
14	14-Jun	Face-to-Face	
15	21-Jun	Online	
16	28-Jun	Online	
	5-Jul	Break	
	12-Jul	Break	
	19-Jul	Break	
1	26-Jul	Face-to-Face	
2	2-Aug	Online	
3	9-Aug	Online	
4	16-Aug	Online	
5	23-Aug	Online	
6	30-Aug	Online	
7	6-Sep	Online	
8	13-Sep	Online	
9	20-Sep	Online	
10	27-Sep	Face-to-Face	
	4-Oct	Mid-semester break	
	11-Oct	Mid-semester break	
11	18-Oct	Face-to-Face	
12	25-Oct	Online	
13	1-Nov	Online	
14	8-Nov	Online	
15	15-Nov	Online	
16	22-Nov	Face-to-Face	

## **SCHEDULE 5**

### **Learning Resources, Pastoral Care and Student Services**

1. All students enrolled on the NZDCS who remain in good financial standing with Unitec and are not otherwise excluded or suspended will be entitled to use all Unitec and NMIT Learning Resource facilities on proof of his/her identity and status.
  2. Students will have access to the Student Support Services of both Unitec and NMIT, including financial advice and guidance on matters relating to childcare, travel, tuition fees, books and medical services.
  3. Unitec will provide a full set of available teaching materials for each paper delivered at NMIT.
  4. The provision of all local guidance and support services for students will be the responsibility of NMIT. Unitec shall be entitled to review the processes applied by NMIT in relation to International Students and Domestic Students to ensure compliance with the International Code and Domestic Code respectively.
  5. Unitec's Career Service and the corresponding service of NMIT will co-operate to ensure that students have adequate access to, and support from, their careers services. Unitec and NMIT shall co-operate to identify the needs of the students and how these needs can be met using the resources available.
  6. The Parties reserve the right to offer either additional facilities or to retract such facilities by giving notice in writing to the other Party. However, neither party can retract facilities if retraction would lead to non-compliance with the International Code of the Domestic Code.
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