

“University’s Logo”

REPRESENTATIVE AGREEMENT

AGREEMENT dated:

BETWEEN

AND

A corporation established under the law of, of the country of the People’s Republic of China

BACKGROUND

- A. **XXXXXX**, a non-profit institution of higher education under the laws of the State of **XXXXXX**, seeks to attract full time UNDERGRADUATE and GRADUATE students from outside the United States to study at its United States campuses.

Representative

- B. **AGENT** (the Representative), provides student recruitment services, including academic counseling and application assistance, to foreign educational institutions.
- C. **XXXXXX** wants to engage the Representative to recruit students for study at **XXXXXX**.

AGREEMENT

1. DEFINITIONS

In this Agreement

‘Academic Programs’ means the full time registered courses offered by **XXXXXX** and made available to foreign students;

‘Tuition Fee’ means the tuition fees for undergraduate Academic Programs and/or graduate Academic Programs set by **XXXXXX**;

‘ESL’ refers to the unit within **XXXXXX** that provides supplemental English classes for international students;

‘Full time study’ means the amount of study for a particular undergraduate Academic Program which is a minimum of twelve (12) credit hours per semester

or amount of study for a particular graduate Academic Program which is a minimum of eight (8) credit hours per semester;

'Laws' means the laws in force in the State of **XXXXXX** and the United States of America, and any other laws to which **XXXXXX** is subject,

'Marks' means logos, trademarks, designs, and crests that belong to or carry the name of **XXXXXX**;

'Prospective student' means a person who resides in a country other than the United States, and who intends to become, or who has taken any steps towards becoming a student;

'Services' means the services described in clause 3 and clause 4; and

'Student' means a person who resides in a country other than the United States, and who holds a United States student visa and is currently enrolled in an undergraduate Academic Program or graduate Academic Program at **XXXXXX**.

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) 'including' and similar expressions are not words of limitation;
- (e) Money is in United States dollars unless otherwise stated and a reference to 'US\$', '\$US', 'dollar', '\$', or 'USD' is a reference to United States currency; and
- (f) The recruitment fee equal to ten percent (10%) of two (2) semester's tuition is only for undergraduate Academic Programs.
- (g) The recruitment fee equal to ten percent (10%) of one (1) semester's tuition is only for graduate Academic Programs.
- (h) Schedule 1 to this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedule, the clause of this Agreement will prevail.

2. ENGAGEMENT OF THE REPRESENTATIVE

XXXXXX engages the Representative to be its representative to perform such Services from the Commencement Date and for the Term specified in Item 1 of the Schedule and on the terms set out in this Agreement

This is a non-exclusive agreement and **XXXXXX** can appoint other Representatives as it so chooses in respect of any country or area.

3. MAIN RESPONSIBILITIES OF THE REPRESENTATIVE

Under this Agreement the Representative must:

- (a) promote **XXXXXX** Academic Programs;
- (b) find suitable prospective students to undertake **XXXXXX** Academic Programs;
- (c) in accordance with **XXXXXX** procedures and requirements recruit and assist in the recruitment of students;
- (d) assist people to become students and for that purpose provide all necessary information about **XXXXXX** Academic Programs and assist in completing forms or applications and submitting these to **XXXXXX**;
- (e) ensure that the testing of prospective students in the English language is carried out by qualified persons in accordance with **XXXXXX** Regulations;
- (f) perform other services and provide reports or information requested by **XXXXXX** or required by this Agreement.

4. DETAILED OBLIGATIONS OF THE REPRESENTATIVE

In performing the Services, the Representative must:

- (a) promote **XXXXXX** Academic Programs with integrity and accuracy and recruit students in an honest, ethical and responsible manner;
- (b) inform prospective students accurately about the requirements of **XXXXXX** Academic Programs. This can only be done by reference to the material provided by **XXXXXX** and, when not available, through direct communication with **XXXXXX** personnel;
- (c) assist to uphold the high reputation of **XXXXXX** and of the United States international education sector;

- (d) collect and forward within 3 days of receipt all fees and charges payable to **XXXXXX** by students;
- (e) ensure that relevant application fees accompany application and the student's acceptance of offer documents;
- (f) advise the student that they are required to provide to **XXXXXX** a permanent address and email in their country of origin (other than the Representative's address);
- (g) if a student's visa application is refused, advise the student that **XXXXXX** will refund the student's fees and remit said fees to the permanent address provided (not the Representative's address);
- (h) make sure that all necessary evidence and documents accompany a student's application and acceptance of offer;
- (i) provide any offer documents received from **XXXXXX** to the student within three (3) business days of receiving the offer documents;
- (j) provide **XXXXXX** with market intelligence about the recruitment of students;
- (k) only undertake promotional and marketing activities that are connected to or make reference to **XXXXXX** that are expressly authorized by **XXXXXX**;
- (l) take no action that will result in **XXXXXX**'s non-compliance with any U.S. laws or regulations or any local or national laws or regulations of the country in which the Representative operates.
- (m) Advise students that **XXXXXX** reserves the right to dismiss students according to University policy and procedures. Graduation requirements are specified in the **XXXXXX** catalogue.
- (n) Inform students about the current Tuition Fees and that upon admittance they will be responsible for the "Out-of-State" tuition fees for their respective Academic Program.
- (o) Communicate to the prospective students that as students, they will be responsible to pay all instructional-related and non-instructional-related expenses incurred during their program that are in addition to tuition. Instructional-related expenses may include special course fees for such things as labs, educational field trips, etc., and non-instructional expenses may include International Student Activity Fees, etc. Students will be responsible to pay their own transportation to **XXXXXX** and will pay for their own lodging and meals while in **XXXXXX**. **XXXXXX** will make efforts to arrangement for on-campus housing if requested by students.

All fees must be paid in a timely manner in accordance with **XXXXXX** policy.

- (p) Communicate to the prospective students that as students, **XXXXXX** will require them to have medical insurance that meets the requirements of **XXXXXX** and the U. S. government. Such insurance may be obtained through student health insurance packages available through the **XXXXXX** group insurance policy. **XXXXXX** requires that all dependents accompanying international students carry health insurance coverage up to the level required of students.

The Representative must give prospective students, before they complete an application, information provided to the Representative by **XXXXXX** about:

- (a) **XXXXXX** and its facilities, equipment and learning resources;
- (b) **XXXXXX**'s Academic Programs;
- (c) Academic Program fees and refund conditions;
- (d) living in the United States and the local environment of the City, including information about campus location and costs of living;
- (e) the minimum level of English language ability, educational qualifications and work experience required for acceptance into Academic Programs;
- (f) visa requirements which must be satisfied by the student including English language proficiency levels and information on preparatory or bridging courses offered through **XXXXXX**'s English as a Second Language Program, where these are considered necessary.

The Representative must inform prospective students that:

- (a) students who come to the United States on a student visa must have a primary purpose of studying and must study on a full time basis;
- (b) personal information provided may be made available to Federal and State agencies in compliance with local law;
- (c) **XXXXXX** is required by law to inform the Federal government of any changes to the student's enrollment status or other changes of condition which may relate to visa status.

The Representative must not:

- (a) engage in any dishonest practices, including suggesting to prospective students that they can come to the United States on a student visa with a primary purpose other than full time study;
- (b) facilitate applications for students who do not comply with visa requirements;
- (c) make any representations or offer any guarantees to students about whether they will be granted a student visa;
- (d) make any representations or offer any guarantees to students about the likelihood of awards of financial aid or scholarships;
- (e) engage in false or misleading advertising or recruitment practices;
- (f) make any false or misleading comparisons with any other education provider or their Academic Programs;
- (g) make any inaccurate claims of association of **XXXXXX** with any other education provider;
- (h) give inaccurate information to a prospective student about acceptance into an Academic Program for which they applied or into any other Academic Program;
- (i) undertake any advertising or promotional activity about **XXXXXX** or any **XXXXXX** Academic Program without the prior written consent of **XXXXXX**. Advertising or promotional activities will be at the Representative's expense unless otherwise agreed to in writing by **XXXXXX** in advance;
- (j) give inaccurate information to a prospective student about the fees and charges payable to **XXXXXX**;
- (k) utilize any institutional Marks in any way whatsoever, without prior written authorization from **XXXXXX**;
- (l) charge any fee to a prospective student for their application or acceptance of an offer, other than those set by **XXXXXX**; and,
- (m) recruit students who are eligible to receive Federal Fund aid under Title IV of the Higher Education Act of 1965.

The Representative is not permitted to:

- (a) commit **XXXXXX** to accept any prospective student into an Academic Program and must not make representations to the contrary;

- (b) use any registered or unregistered trademark or logotype of **XXXXXX** without the prior written consent of **XXXXXX**.

5. WHAT **XXXXXX** MUST DO

XXXXXX must use reasonable endeavors to:

- (a) give the Representative sufficient information to enable the Representative to conduct the services;
- (b) communicate changes to policy and procedures, the Academic Program and course list, and new and updated promotional material;
- (c) help the Representative to access information about visa requirements and the process of visa application;
- (d) inform the Representative of the legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes; and
- (e) ensure complete applications will be processed promptly, with Letters of Offer or Rejection issued within twenty-one (21) working days of receipt by **XXXXXX**; and,
- (f) duly process all completed applications received but is under no obligation to accept any prospective students referred by the Representative.

6. CONFIDENTIALITY

The Representative must keep confidential:

- (a) all information provided by **XXXXXX**, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and,
- (b) the terms of this Agreement.

7. REPRESENTATIVE'S FEES

Subject to the other provisions of this clause 7, **XXXXXX** must pay the Representative a fee calculated in accordance with Item 2 of Schedule 1 for each student who:

- (a) is recruited by the Representative;

- (b) is enrolled in an undergraduate Academic Program; and,
- (c) has paid the respective Tuition Fees to **XXXXXX**.

A Representative will not be regarded as having recruited a student under this Agreement unless;

- (a) the Representative submits the student's application for enrollment and that application also bears the Representative's name, in the form of an official stamp recognized by prior agreement by **XXXXXX**; and,
- (b) the Representative submits an acceptance by the student of any Letter of Offer from **XXXXXX** of a place in an Academic Program.

No fee will be payable by **XXXXXX** to the Representative where the student is recruited through **XXXXXX**'s own programs for recruitment of students within the United States including any distance education course.

No fee is payable by **XXXXXX** to the Representative where:

- (a) a student recruited by the Representative withdraws from his or her Academic Program within thirty (30) days after commencement of the Academic Program;
- (b) a student recruited by the Representative is accepted by **XXXXXX** but is not granted a visa; or,
- (c) a student recruited by the Representative is eligible to receive Title IV program funds under the Higher Education Act of 1965.

No fee is payable by **XXXXXX** in relation to a recruited student unless the Representative has submitted an invoice in relation to the student:

- (a) for an amount equal to ten percent (10%) of two (2) semester's tuition for only the undergraduate Academic Program into which the student was accepted;
- (b) for an amount equal to ten percent (10%) of one (1) semester's tuition for only the graduate Academic Program into which the student was accepted;
- (c) containing the family name and given names of the student;
- (d) containing the student reference number and the Academic Program enrolled in by the student;
- (e) presented on the Representative's letterhead, which shows current address, telephone, fax and email details of the Representative;

- (f) with an invoice number or reference; and,
- (g) containing such other information as **XXXXXX** may require.

7.1 **XXXXXX** will pay the fees payable to the Representative under this clause 7, in respect of all Academic Programs, following receipt of Representative's invoice, in two (2) separate payments, each made within sixty (60) days of the commencement of each semester.

7.2 In the event that a student withdraws prior to completing two (2) semesters for only undergraduate students or one (1) semester for only graduate students, **XXXXXX** will only be liable to pay for semesters completed, and an invoice adjustment will be issued.

8. TERMINATING THIS AGREEMENT

Either party can terminate this Agreement at any time by giving the other party sixty (60) days prior written notice.

XXXXXX can terminate this Agreement at any time and with immediate effect by giving notice to the Representative if the Representative breaches any provision of this Agreement.

When this Agreement terminates, the Representative must:

- (a) submit all applications and fees from prospective students received up to the date of termination; and
- (b) immediately cease to use any advertising, promotional or other material supplied by **XXXXXX** and return all such material to **XXXXXX** by registered mail.

The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

9. ASSIGNMENT AND SUBCONTRACTING

The Representative must not assign this Agreement or any right under this agreement without the prior written consent of **XXXXXX** (which may be withheld at its discretion).

The Representative must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of **XXXXXX** (which can be withheld at its discretion).

Notwithstanding any subcontract, the Representative remains fully responsible for performing its obligations under this Agreement.

10. GENERAL TERMS

10.1 The Representative is retained by the University only for those purposes and to the extent set forth in this Agreement, and Representative's relation to the University shall, during the term of this Agreement, be that of independent contractor, and not an agent or employee of University. Representative shall not be considered as having an employee status or as being entitled to participate in any plan, arrangements, or distributions by the University pertaining to or in connection with any qualified pension or retirement plan or providing any other health or welfare plan with similar benefits for regular University employees. Representative shall be responsible for the payment of any taxes on any monies received by the University.

10.2 Indemnification. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code Chapter 2743, **XXXXXX** agrees to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement. The Representative must also indemnify and hold **XXXXXX** harmless for any loss, cost or damage that **XXXXXX** suffers as a result of the Representative's breach of any part of this Agreement.

10.3 No agency and Independent Contractor. Nothing herein shall be construed to create an agency relationship between Representative and **XXXXXX**, or any employment relationships. The parties are independent contractors and no legal relationship is intended by this Agreement. Representative shall not be considered as having an employee status or as being entitled to participate in any plan, arrangements, or distributions by the University pertaining to or in connection with any qualified pension or retirement plan or providing any other health or welfare plan with similar benefits for regular **XXXXXX** employees. Representative shall be responsible for the payment of any taxes or fees due on any monies received from the University.

10.4 Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58). By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of **XXXXXX** for the purpose of obtaining this or any other agreement, purchase order or contract from **XXXXXX** and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act.

10.5 Use of logos, etc. Representative may not use any identifying marks of **XXXXXX** without the express written permission of **XXXXXX**.

11. UNIVERSITY REPRESENTATIVE

11.1 The representative of **XXXXXX** for the purposes of this Agreement is set out in Item 4 of Schedule 1.

12. NOTICES

12.1 A notice under this Agreement must be in writing and sent by prepaid airmail, Facsimile or electronic mail to the party at the address specified at Item 3 of Schedule 1.

12.2 A party, which changes its address, facsimile number or electronic mail address, must give notice of that change to the other party.

13. THIS DOCUMENT IS THE ENTIRE AGREEMENT

- (a) This Agreement, its schedules and annexes:
- (b) constitutes the complete and full agreement between the parties as to its subject matter; and
- (c) in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

- (d) VARIATION
 - (a) This Agreement may only be altered in writing, signed by both parties.

- (e) GOVERNING LAW
 - (a) This Agreement is governed by and construed in accordance with the laws of the United States of America and the State of **XXXXXX**.
 - (b) The parties submit to the non-exclusive jurisdiction of the courts of the State of **XXXXXX**, United States of America.

SCHEDULE 1

Item 1: Commencement Date

Term: **April 19, 2012 to April 18, 2014**

Item 2: Fee

The recruitment fee per student will be calculated on the following basis:

10% of the student's tuition fee for the first two (2) semesters of only UNDERGRADUATE study in an academic degree program (equivalent to one academic year) or;

10% of the student's tuition fee for the first one (1) semester of only GRADUATE study in an academic degree program (equivalent to one academic semester).

In the event that a student is awarded a full scholarship or graduate assistantship by **XXXXXX**, the Representative will be paid a US\$ 500 fee for service provided.

The fee will be payable by **XXXXXX** to the Representative upon receipt of an invoice rendered in accordance with clauses 7, 7.1 and 7.2

Item 3: Addresses for notices

Attention:
Address:

Telephone:
Facsimile:
Email:
Website:

Representative

Company:

Attention:

Address:

Telephone:
Facsimile:
Email:
Website:

Item 4: University Representative

The representative of **XXXXXX** for the purposes of this Agreement is the person holding the position of Executive Director for the Office of International Affairs.

Banking Info of the agency:

Name of Company:

Name of Beneficiary:	
Beneficiary's Account Number:	
Beneficiary Bank:	
SWIFT Code:	
Bank Address:	

SIGNED for **XXXXXX**
by an authorized contracting officer and authorized
representative of the Office of the Provost

Signature of Executive Director

Signature of contracting officer

Name of Executive Director (print)

Name of officer (print)

Date

Date