

NAME OF SCHOOL
Right of Representation

Agreement of right of representation between the Trustees of the NAME OF SCHOOL on behalf of the NAME OF PROGRAM (hereinafter called "NAME") and _____ (hereinafter called "Representative"). Hereby witnesseth as follows:

1. The NAME hereby appoints Representative as non-exclusive representative in _____ (country) and hereby grants Representative the non-exclusive right to advise and enroll prospective students into NAME programs.
2. This Agreement shall remain in full force for a period of three years. However, either party may terminate this Agreement by giving at least thirty (30) days written notice to the other party. Within ten (10) days of receiving said written notice of early termination, the other party shall acknowledge receipt in writing.
3. Representative shall agree to abide by NAFSA's criteria for ethical and responsible recruitment of foreign students ("Wingspread Principles" NAFSA 1980) and agree to provide to prospective students full and accurate information about the NAME, including but not limited to its enrollment procedures; costs for tuition, fees, room and board, and incidental expenses; academic offerings; and facilities. Further, Representative agrees to comply with all applicable laws, statutes, ordinances and regulations in connection with its provision of services under this Agreement.
4. The NAME shall provide to Representative a certificate of representation, which Representative shall display in its office in a prominent location. Representative agrees not to photocopy or otherwise duplicate this certificate without NAME's prior approval. Immediately upon termination or expiration of this Agreement, Representative shall return said certificate to NAME.
5. The NAME shall provide to Representative a supply of brochures, enrollment forms and other promotional material, and upon request shall replenish said supply.
6. The NAME conditionally authorizes Representative to use the official seal and logos of the NAME OF SCHOOL in the Representative's promotional literature of NAME programs. Authorization is conditioned upon written approval from the NAME for every instance of any such use prior to publication. The NAME grants Representative permission to use only the name, OFFICIAL NAME. Representative may not use the name of any other Program, Department, or School of the University.
7. Representative will collect the enrollment fee from every student it enrolls into NAME and forward it to the NAME prior to the start of the student's classes along with the completed enrollment form. In consideration for its service to the NAME, Representative shall collect from each student it enrolls, and is entitled to retain, fifteen percent (15%) of the tuition for SPECIFY PROGRAM(S) specified in the enrollment form. Representative will collect above amounts as a deposit from students. Representative will direct students to pay the remaining tuition (85% or 90% respectively) and all other fees to the NAME upon their arrival on campus. Arrangements for recognition of Representative's service in enrolling students in other NAME programs (special) will be made separately.

8. Representative agrees to refund to the student any commission collected for sessions that the student does not attend.

9. Payment for housing and dining are governed by separate procedures as specified in the Housing Application form.

10. Representative agrees to indemnify, defend and hold harmless the NAME and the NAME OF SCHOOL and their trustees, officers, employees, agents, successors and assigns against and from all claims, actions, suits, liabilities, costs and expenses whatsoever and whensoever arising out of or connected to Representative's provision of services under this Agreement.

11. Representative acknowledges and agrees that it is an independent contractor and is not an employee of the NAME OF SCHOOL or NAME for any purpose whatsoever.

12. Representative understands that this Agreement is entered into with the NAME and does not constitute an agreement for Representative to represent the NAME OF SCHOOL as a whole or any of its constituent parts other than the NAME.

13. This Agreement shall be construed in accordance with the laws of the STATE IN WHICH PROGRAM IS LOCATED.

14. Representative hereby acknowledges reading and receiving a true and exact copy of this Agreement and that it contains all the terms and understanding between the NAME and Representative.

In witness whereof, and intending to be legally bound hereby, the parties hereto have executed this Agreement on the _____ (date) day of _____, _____ (month, year).

Representative

NAME

By _____

By _____

Title _____

Title _____

Date _____

Date _____