

**INTERNATIONAL STUDENT RECRUITMENT AGREEMENT
BETWEEN
INSERT COMPANY NAME
AND
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA,
BY AND ON BEHALF OF THE UNIVERSITY OF NORTH GEORGIA**

As of this DAY day of MONTH, YEAR (the “Effective Date”), the Board of Regents of the University System of Georgia, by and on behalf of the University of North Georgia (the “University”), and COMPANY NAME (the “Agent”) (each a “Party” and, collectively, the “Parties”), agree to enter into this International Student Recruitment Agreement (this “Agreement”), where the Parties agree as follows:

WITNESSETH

WHEREAS, the University is a regional multi-campus institution and premier senior military college that provides a culture of academic excellence in a student-focused environment that includes quality, education, service, inquiry, and creativity; and

WHEREAS, the Agent is a for-profit consulting agency that facilitates student enrollment abroad for a full degree and/or English language training; and

WHEREAS, the Parties wish to enter a mutually advantageous arrangement and agree to cooperate on international student recruitment and retention in accordance with NAFSA: Association of International Educators Statement of Ethical Principles. As such, the Parties agree that: student welfare is the first priority; culturally sensitive and ongoing communication with prospective students is essential; accuracy, honesty, and accountability with partners, prospective students, and enrolled students are hallmarks of ethical promotion and retention; and trained recruiters, marketers, advisers, and others must be aware of ethical issues and be trained to act responsibly in the recruitment and retention process;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, both the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Engagement.** The University hereby engages the Agency to be its representative to perform the services, as further defined and outlined herein, from the Effective Date of this Agreement and for the term specified herein. The Agency acknowledges and agrees that this Agreement is non-exclusive and that the University can appoint other recruiters, representatives, or agents as it may choose in its sole discretion.
2. **Agency Responsibilities.** The Agency will provide the following services (collectively, the “Services”) to the University:
 - a. Distribution of written materials to prospective applicants which include clear statements regarding the Agency’s services, fee structure (including what is and is not included in the Agency’s fees), refund policy (including dates for calculating refunds), and guarantees (including what the Agency can and cannot guarantee) prior to

students' enrolling in the Agency's services. The Agency will take reasonable measures necessary for prospective applicants to understand and acknowledge the nature of the relationship between the Agency and the University. The Agency agrees to provide any published material that references the University to the University for review and approval prior to distribution;

- b. Promotion and publicity of educational opportunities at the University to ensure that the quality and value of attending the University are widely advertised to prospective applicants who have the necessary educational background, intellectual capacity, and motivation to succeed as students at the University;
- c. Recruitment of nonresident, international applicants for enrollment in bachelor's degree programs at the University consistent with the undergraduate requirements, academic guidelines and policies, and immigration requirements of the United States ("US"). Such recruitment activity will not include students who would have otherwise attended the University or were contracted first by another entity besides the Agency;
- d. Distribution of accurate and up-to-date information to prospective applicants, as provided or verified and approved by the University, including but not limited to the following: admission criteria, processes, procedures, and required documents; academic programs; academic calendar; location and weather; facilities, including accommodations; tuition, fees, and cost of attendance;
- e. Offering of services related to application to the University, including one-on-one counseling, arranging interviews with University representatives visiting the Agency's facilities, assisting applicants throughout the admission process, assisting admitted students with visa applications, and related follow-up services;
- f. Forwarding completed admission applications to the University in advance of relevant application deadlines;
- g. Providing guidance on cultural differences, differences between the American and home country university systems, and social acclimation;
- h. Appointing a liaison responsible for all matters concerning this Agreement, including communication within the Agency and the University;
- i. Providing to the University a comprehensive and up-to-date listing of all sub-agents, sub-contractors, or other indirect representatives of the Agency who may interact with prospective or current applicants. This Agreement and any obligations hereunder may not be assigned or delegated to a third party. Any sub-agents, subcontractors, or other indirect representatives of the Agency will be considered employees of the Agency and will be subject to the responsibilities and limitations of this Agreement;
- j. Ensuring that all written materials produced or used by the Agency regarding the University meet the University's marketing and branding requirements, as determined by the University in its sole discretion. Any such materials must be approved by the

University liaison prior to publication, online or in print. Except as otherwise expressly provided herein, Agency will use the University's or the Board of Regents of the University System of Georgia's name, either alone or in connection with another word or words, nor shall it use their proprietary marks, trademarks, service marks, trade names, symbols, logos, or designs ("Trademarks"), for any purpose whatsoever (including, but not limited to, any press release, sales or marketing publication or correspondence, advertisement, or similar communication), without the express prior written approval of the University. Agency acknowledges that by this Agreement it acquires no right, title, or interest in and to the Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof should consent to any such use be granted. If consent is granted for the use of the Trademarks, then such use may not be assigned, transferred, shared or divided in any manner by Agency without the University's prior written consent in each instance.; and

- k. Maintaining all student related information and records in accordance with US law and University policy, including the Family Educational Rights and Privacy Act ("FERPA") and General Data Protection Regulation ("GDPR"), obtaining any necessary releases for disclosure of student information regarding admitted and matriculated students, and providing copies of such releases to the University upon request.

3. **Agency Prohibitions.** The Agency shall not:

- a. Make any overt or implied claim or representation that it is a partner, employee, agent, affiliate, spokesperson, or other representative of the University;
- b. Make any representations or offer any guarantees or promises to prospective students about specific courses, programs, or majors they will be able to take or enroll in, or scholarships or financial assistance;
- c. Make any representations to prospective students that they may come to the US on a student visa with a primary purpose other than full-time study;
- d. Make any overt or implied claim or representation or offer any guarantees or promises, to prospective students with respect to individual employment following the completion or any of the University's educational programs;
- e. Make any false or misleading comparisons or claims of association or affiliation between the University and any other educational institution;
- f. Engage in any false or misleading advertising or recruitment practices in performance of the Services or otherwise;
- g. Promote academic programs not listed as approved eligible degree programs by the University;
- h. Contest admission decisions or placement recommendations into degree programs by the University;

- i. Make any representations or offer any guarantees or promises to prospective students concerning any individual student's projected English-language progress beyond materials provided by the University;
 - j. Send to University any applications of potential students who have not complied with immigration or admissions requirements;
 - k. Contest the University's policies and procedures regarding academic progress, attendance requirements, and academic integrity;
 - l. Collect any money from students on behalf of the University for the payment of tuition and fees or any other purpose. The University shall bill and collect all tuition and fees for students recruited by the Agency either directly from the student or from the relevant third-party sponsor;
 - m. Recruit, or expect to receive tuition payment for, any student who is a citizen or permanent resident of the US; or
 - n. Request additional compensation, outside of relevant and appropriate student commissions, for any purpose, including but not limited to: marketing, advertising, visiting campus, or personnel expenses incurred in the performance of this Agreement.
4. **University Responsibilities.** The University will assume the following responsibilities:
- a. Providing up-to-date written materials or website links that include information on admissions criteria, processes, procedures and documents necessary for the application process; tuition and fees; academic programs; academic calendar; location; facilities, including accommodations; meal plans; etc.
 - b. Making, in the University's sole discretion, all decisions regarding whether to admit, enroll, or matriculate any applicant. The University will evaluate all undergraduates who submit complete applications to consider whether they meet University admission requirements, comply with University timelines and requirements, and the immigration requirements of the US. The University reserves the right to limit the number of admitted students referred by the Agency based on such factors as available funding for commissions, geographical area saturation, program capacity, and total international student enrollment projections;
 - c. Responding in a reasonable response time to Agency inquiries and processing of Agency student applications;
 - d. Informing the Agency within two weeks of decisions related to academic and attendance probation, and subsequent dismissals as a result of a student's violation of University policies and procedures with the appropriate FERPA waiver;
 - e. Providing comprehensive international student services to admitted students referred by the Agency;
 - f. Paying a commission to the Agency as outline in Section 7 of this Agreement;

- g. Appointing a liaison responsible for all matters concerning this Agreement, including communication within the University and with the Agency. This Agreement and any obligations hereunder may not be assigned or delegated to a third party; and
 - h. Providing regular communications and reports to the Agency regarding individual application status and updates to the University's programs, policies, and procedures.
5. **Compliance with Laws and Confidentiality.**
- a. The Parties agree to comply with all laws and regulations applicable to the activities under this Agreement.
 - b. The Parties agree to treat this Agreement and its contents as confidential, as permitted by law; provided, however, that the Agency understands that the University is subject to the Georgia Open Records Act and must comply with records requests pursuant to such law notwithstanding confidentiality obligations contained herein. In the event the Agency receives any request for information under the open records law, the Agency agrees to contact the University immediately and to comply with the University's instructions on how to respond to the request.
6. **Duration, Renewals, and Amendment.**
- a. This Agreement shall remain in force for a period of one (1) year, with two (2) automatic one-year renewal periods from the Effective Date unless either Party notifies the other Party that it does not intend to renew the Agreement thirty (30) days prior to the expiration of the one-year term. Additionally, either Party, at its discretion, may terminate this Agreement during its current term by giving notice at least thirty (30) days in advance of the intended termination date. In the event this Agreement is terminated pursuant to this paragraph, the Parties agree to honor commitments with respect to all students recruited by the Agency pursuant to this Agreement who are currently enrolled, matriculated, and attending courses at the University.
 - b. When this Agreement is terminated, the Agency must submit all applications and fees from prospective students received up to the date of the termination and immediately cease to use any advertising, promotional or other material supplied by the University and return all such material to the University.
 - c. Any modification or amendment to this Agreement or the terms and conditions hereof must be in writing and executed by both Parties.
7. **Payment.** In accordance with the terms and subject to the conditions set forth in this Section 7, the University will pay the Agency \$2000.00 USD (the "Fee") for each student who is recruited by the Agency, enrolled at the University, and has paid the applicable tuition and fees to the University.
- a. The Fee will be paid in two (2) installments, with the first payment of \$1000.00 USD being paid within thirty (30) days of the withdrawal deadline for the first semester in which the student enrolls, and with the final payment of \$1000.00 USD being paid

within thirty (30) days of the end of the withdrawal deadline for the second semester in which the student remains enrolled.

- b. If the student does not maintain continuous enrollment and there is a break or time lapse in between the student's first and second semester of enrollment, the second installment payment shall not be paid.
 - c. The University will pay the earned Fee to the Agency directly. The University is not responsible for payment of any fee or portion thereof to any representative or subagent of the Agency.
 - d. The Agency will be regarded as having recruited a student and having earned the Fee where:
 - i. The Agency or its representative submits the student's application for enrollment, along with any and all required or requested supporting documentation, and such application bears the Agency's name; and
 - ii. The student accepts the University's offer for admission and does not withdraw on or before the add/drop period of the first semester in which the student is enrolled.
 - e. No Fee will be payable by the University to the Agency where:
 - i. The student is recruited through the University's own programs for recruitment;
 - ii. The student recruited by the Agency or its representatives withdraws from the University on or before the add/drop period of the first semester in which the student is enrolled;
 - iii. The student is recruited by the Agency and accepted by the University but enrolls in online courses only;
 - iv. The student is recruited by the Agency and accepted by the University but is not granted an eligible US visa; or
 - v. The student that is recruited is a US citizen, which includes any student that is a dual citizen of both the US and another country.
 - f. The University will bill and collect all tuition and fees directly from students recruited by the Agency who enroll, matriculate, and attend courses at the University. The University will only make Fee payments on student accounts that have been paid in full. In the event a third-party sponsor is responsible for payment of a student's tuition and fees, the University must receive full payment from the third-party sponsor before paying the Fee for such student.
8. **Foreign Corrupt Practices Act.** The Agency represents, warrants, and undertakes that it will comply with all applicable anti-bribery laws and regulations, including, without limitation, the

US Foreign Corrupt Practices Act of 1977, as amended, and any such laws of the Agency's country of registry, as amended, and shall not cause the University nor its employees to be in breach of any applicable anti-bribery laws. Without limiting the generality of the foregoing, in performing the Services under this Agreement, neither the Agency nor any of its officers, directors, employees, agents, or other representatives will pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office, or to any other entity or person, corruptly for the purpose of (a) influencing any act or decision of that person in his/her official capacity, including a decision to fail to perform his/her official functions with such governmental agency or instrumentality or such public international organization, or such political party, or any other entity or person, or to perform such functions improperly, (b) inducing such person to use his/her influence with such governmental agency or instrumentality or such public international organization or such political party, or any other entity or person to affect or influence any act or decision thereof, (c) obtaining, or retaining business, or (d) securing any improper advantage. The Agency warrants and promises that neither it nor any of its officers, employees, directors or agents has made, prior to the date of this Agreement, any offer, payment, promise, gift or authorization of the sort described herein. The Agency will immediately notify the University if, at any time during the term of this Agreement, the Agency's circumstances, knowledge or awareness changes such that the Agency would not be able to repeat the warranties and agreements set forth herein.

9. **Non-discrimination.** The Parties will not discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion or national origin, and shall abide by these principles in the administration of this Agreement. Neither Party shall impose criteria for the recruitment, selection, or admission of students which would violate principles of non-discrimination.
10. **Independent Contractors.** The Parties hereto are independent contractors, and neither is an agent, joint venture, or partner of the other.
11. **Indemnification.** The Agency shall indemnify the University, its officers, agents, regents, representatives, and employees against any and all losses, damage and liabilities claimed to be suffered by third parties, including attorneys' fees and costs, arising from any default by the Agency under this Agreement or any and all acts of the Agency or its employees or representatives as it relates to the performance of the Services or other obligations pursuant to this Agreement.
12. **Notices.** Any notices to be given under this Agreement shall be in writing and addressed as shown below. Notices shall be delivered by hand, electronic mail, or sent by prepaid airmail. Notices shall be deemed effective upon the date of delivery.

University	Attn: Cody Marschalk University of North Georgia 82 College Circle Dahlonega, Georgia 30597 Phone: 1 (706) 867-4405	With a copy to: Office of General Counsel University of North Georgia 82 College Circle Dahlonega, Georgia 30597
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	Email: cody.marschalk@ung.edu Email: legal@ung.edu
Agency	Attn: Address: Phone: Email:

13. **Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure of performance outside the reasonable control of the affected Party, including but not limited to fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war or other similar acts.
14. **Language and Governing Law.** The Parties agree that this Agreement is drawn up in English, and in the event the Agreement is also drawn up in another language and a conflict exists between the English and other language versions, the English version shall govern. The Parties further agree that this Agreement will be governed by and construed in accordance with the laws of the State of Georgia without regard to any conflict of laws rules or any other rules directing referral to foreign law or forums. Nothing in this Agreement is intended to waive the sovereign immunity of the State of Georgia or its agencies, officers, employees and instrumentalities.
15. **Severability.** The various provisions of this Agreement are severable, and if any provision is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
16. **Counterparts.** This Agreement may be executed in any number of counterparts or through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Agreement and all matters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures.
17. **Entire Agreement.** This Agreement is the entire agreement between the Parties and replaces and supersedes any other prior oral or written agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be duly executed.

**The Board of Regents of the
University System of Georgia,
By and on behalf of the
University of North Georgia**

AGENCY FULL LEGAL NAME

James Shore
Its: Interim SVP of Business & Finance
Date:

PRINTED NAME
Its: TITLE
Date: DATE

*If you need this document in an alternate format for accessibility purposes, email global@ung.edu or call 706-867-2858.