Agreement
Between
Sam Houston State University
Huntsville, Texas USA
And

Purpose

This Agreement, made as of June 21, 2015, is by and between Sam Houston State University a member of the Texas State University System (TSUS) on behalf of the Sam Houston State University English Language Institute (SHSU ELI, ELI), located at 1908 Avenue J, Huntsville, TX 77341-2150 and Hereinafter referred to as “Recruiter”, located at

The ELI hereby retains (Recruiter) to act as a recruiting representative for the ELI in . Such representation shall not be exclusive, and the ELI may make similar agreements with other recruiters in . Recruiter understands that this agreement does not include commission for students applying to and enrolling in undergraduate or graduate programs.

The Recruiter agrees to recruit students for the ELI in a manner that does not violate the U.S. federal or state law or the policies of SHSU and TSUS, including the ethics policies. The Recruiter agrees that in all recruitment activities, the interests and well-being of the student or prospective student are most important. The Recruiter agrees to make only true and justifiable claims about the ELI’s instructional program and other services provided, and to clearly and accurately represent ELI in the Recruiter’s recruiting efforts.

The term of this Agreement shall begin on May 18, 2015 and extend until the agreement is terminated in writing. This Agreement may be terminated by either party giving thirty (30) days written notice to the other party at the addresses listed in the notices paragraph below. Recruiter will be paid commission for two sessions for students currently enrolled during the 30 day notice period. Recruiter will be paid commission for any students accepted for enrollment before or during the 30 days’ notice period, even if they matriculate after the notice period begins.

1. Recruiter’s activities for the ELI hereunder shall include:

   A. Contacting university counselors, students, and student agencies for the purpose of providing accurate information and recruiting prospective students for the ELI Program.

   B. Taking necessary steps to increase awareness in the local community about the ELI at Sam Houston State University.

   C. Assisting interested students in assembling and sending necessary admission materials to the ELI’s Admission Office in accordance to the ELI’s admission policies
D. Assisting faculty and staff of the ELI who might visit the Recruiter’s region for recruitment efforts.

E. All of the Recruiter’s activities shall relate solely to the recruitment of foreign students residing in foreign countries who are not eligible to receive United States Federal student assistance.

F. Recruiter represents to the ELI that Recruiter has sufficient staff available to provide the services to be delivered under this Agreement and that all individuals providing such services have the background, training, and experience to provide the services to be delivered to the ELI under this Agreement.

2. It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between the ELI and any of Recruiter’s employees, nor does it create a joint relationship or partnership between the parties hereto. Neither Recruiter nor its employees are entitled to benefits that the ELI provides for ELI or Sam Houston State University employees. The Recruiter’s relationship to the ELI is solely and exclusively that of an independent contractor. Recruiter is solely and exclusively responsible for the satisfaction of any and all local or national or multinational or multistate regional authorities’ assessment(s) or withholding(s) that may be applicable to the amounts payable by the ELI under this Agreement.

Recruiter shall comply, at its sole cost and expense, with all laws, codes, regulations, registration, licensing and permit requirements of all governments and governmental authorities, applicable to its activities in connection with this Agreement, including but not limited to those of the European Union or other multistate regional authorities. Upon execution of this Agreement, Recruiter shall provide, in a form acceptable to the ELI, evidence of its compliance with all such registration, licensing and permit requirements.

3. The ELI Program will provide program brochures, application forms, and other appropriate materials. Recruiter shall not: (i) distribute any translated versions of such materials without prior review and written approval by the ELI; (ii) distribute any other documents or materials describing the ELI, including but not limited to its programs, facilities, policies, procedures, standards, fees and expenses, unless such materials have been reviewed and approved in advance by the ELI in each instance; (iii) make any representations relative to the ELI, which are in conflict with the materials provided by and/or approved by the ELI; or (iv) make any promises or representations regarding the ELI relative to matters which are not expressly covered in the materials provided and/or approved by the ELI, without first obtaining written clarification from the ELI.

4. Recruiter shall not collect tuition, room and board, or any other ELI fees from students. All such payments shall be made by students directly to the SHSU English Language Institute (ELI), and shall be due in full before the first class meeting for any program. All such payments shall be made out to the SHSU English Language Institute in United States dollars.
5. Unless otherwise expressly provided herein, SHSU shall compensate Recruiter for services solely on a commission basis. No other salary, wage, or bonus will be paid to Recruiter by ELI. Effective June 21, 2015 the Recruiter’s commission will be as follows:

Commission is paid on tuition only. At the time of the signing of this contract, our tuition rate is $2600 per 8-Week Session. We pay a commission rate of 25% for two sessions. For students who want to start during an 8-week session, we charge a prorated rate based on the number of weeks they attend, with a minimum attendance of four weeks. Agents will be compensated 25% of the tuition collected for these sessions.

6. All tuition payments are subject to the English Language Institute’s Tuition Cancellation Policy, which provides reimbursement of tuition and fees in the event of timely withdrawal or other separation from the program. ELI shall pay the Recruiter the commission for each recruited student who is officially enrolled, has paid their tuition and fees, and has not withdrawn from the program by the fifth (5th) day of the term. Commission payments will be processed after the fifth day of class. If a student withdraws, the commission will be adjusted on a pro rata basis and paid upon the amounts retained by SHSU based upon the day of the students withdrawal per the table below:

<table>
<thead>
<tr>
<th>Class Day of Withdrawal</th>
<th>Percentage Refunded to Student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Term</td>
<td>100%</td>
</tr>
<tr>
<td>Day 1</td>
<td>80%</td>
</tr>
<tr>
<td>Day 2 - 5</td>
<td>70%</td>
</tr>
<tr>
<td>After Day 5</td>
<td>0%</td>
</tr>
</tbody>
</table>

7. If the Recruiter charges any fees to the student above and beyond those charged by ELI, such fees must be fair and reasonable, and disclosed by Recruiter to the student in writing, in advance of or at the same time that the student is provided with information and materials regarding the ELI Program. An accounting of such fees and of the services rendered for them must be attached to this signed agreement. ELI’s own current fee schedules must be made available to students.

8. Sam Houston State University retains the right to audit the financial records of Recruiter related to the provisions of the contract.

9. All students applying to the ELI Program will be granted Conditional Admission to SHSU undergraduate programs. They must complete and meet all undergrad academic admission requirements. This enables ELI students to apply to an undergraduate program at Sam Houston State University without taking the TOEFL test.

10. In accordance with Immigration and Naturalization Service regulations, ELI will issue a form I-20 to an admitted student only upon receipt of the ELI’s Financial Affidavit Form signed by the student and sponsor, a financial guarantee (Bank statement/letter), and a copy of the student’s passport or national identity card. The Recruiter agrees to forward all
completed forms and documents to the ELI. The Recruiter will inform students that acceptance by the ELI is made only with the formal written approval of the ELI. If the Agency completes an application form on a student’s behalf, the Agency affirms that the Agency has explained the form, the ELI fees, and the ELI Withdrawal and Refund policy to the student.

11. Recruiter shall not use the name, trademarks, logotypes, or related indicia of Sam Houston State University and/or the SHSU English Language Institute in any publication, advertisement, or news release without prior approval by an authorized official of Sam Houston State University. Any copyrights or publication rights arising from or relative to materials developed by the ELI in connection with this agreement belong exclusively to the ELI and Sam Houston State University. The Recruiter shall not state or imply exclusive representation of the ELI, but Recruiter may use the title "Official Representative."

12. Recruiter shall carry liability insurance that covers all third-party claims against the vendor and/or the English Language Institute, and Sam Houston State University that may arise from Recruiter activities under this agreement.

13. Recruiter agrees to defend, indemnify, and hold harmless the ELI, Sam Houston State University, the Texas State University System, its successors and assigns, and their regents, respective employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys’ fees incurred on account thereof, that may be asserted by Recruiter’s employees, employees of Recruiter’s subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Recruiter’s performance or nonperformance of this Agreement.

14. Recruiter warrants on its behalf and that of its contractors, employees, and agents that it shall comply with all applicable United States and local laws, ordinances, rules, regulations and codes, including, but not limited to, the Family Educational Rights and Privacy Act of 1974 (the “Buckley Amendment”) with respect to personally identifiable student education records; the Health Insurance Portability and Accountability Act with respect to medical records; and the Gramm-Leach-Bliley Act with respect to student financial information. Recruiter and its subcontractors, employees, and agents shall obtain and maintain in full force and effect, all necessary permits, licenses, and authorizations required by governmental and quasi-governmental agencies.

15. To the extent that Recruiter, Recruiters employees, or agents visit the Sam Houston State University campus, Recruiter will provide representation that it has conducted the sex offender and criminal history background checks on all individuals Recruiter causes to be on the campus.
   a. Recruiter will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Recruiter will not knowingly assign any individual to provide services on the University's premises
who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

b. Recruiter will provide University a letter signed by an authorized representative of Recruiter certifying compliance with this Section. Recruiter will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

16. All notices to the ELI in connection with this Agreement shall be sent to:

Sam Houston State University  
Office of International Programs  
Barbara Eckenfels, Executive Director  
1908 Avenue J, Box 2150  
Huntsville, TX  77341-2150

All notices to Recruiter in connection with this Agreement shall be sent to:

17. Nondiscrimination: In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

18. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law principles. If a dispute, or controversy, or claim arises out of or relates to this Agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code. Thereafter, litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of Texas, County of Walker.

19. This Agreement shall not be deemed binding upon the ELI unless and until it is signed by an authorized officer, on its behalf.

20. Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

21. This Agreement represents the sole understanding and agreement between the parties relative to the subject matter hereof, and replaces and supersedes all other agreements and representations made by the parties. This Agreement may not be amended or modified except by written agreement, executed by both parties.
ACCEPTED AND AGREED TO:

Sam Houston State University

____________________________________  __________________________
Dr. Dana L. Hoyt                      Date
President

____________________________________  __________________________
Dr. Richard Eglser                    Date
Vice Provost, Academic Affairs

____________________________________  __________________________
Barbara Eckenfels                     Date
Exec. Director, Office of International Programs