



AGENCY AGREEMENT

PARTIES:

Article 1.

This Agency/Representative Agreement is made and entered as of the _____, by and between _____ (hereafter referred to as “COMPANY”) and Woodbury University (hereafter referred to as “WU”).

APPOINTMENT:

Article 2.

WU hereby appoints COMPANY (hereafter to mean Agency or individual) to serve as WU’s non-exclusive recruiting agency/representative within the country(s) of CHINA (the “Territory”) for **full-time** international students (as defined below) for undergraduate and graduate academic degree programs offered by WU, and COMPANY hereby accepts such appointment, in each case subject to the terms and conditions set forth in this Agreement. For purposes of this Agreement, an “international student” shall mean a person who (i) is not a United States citizen or permanent resident, (ii) resides in a foreign country, (iii) is not eligible to receive U.S. federal student assistance, and (iv) is not a “domestic international” in the United States. In no event shall COMPANY recruit any part-time students, any students who are not international students, or any students who reside outside of the Territory. COMPANY understands and agrees that WU may appoint additional, non-exclusive recruiting agencies for all or portions of the Territory.

RESPONSIBILITIES OF COMPANY:

Article 3.

COMPANY shall be responsible for the following:

- 3.1 COMPANY shall provide counseling to acquaint potential international students with WU and its academic programs to ensure a high probability of success between the international students and WU.
- 3.2 COMPANY shall verify that students meet **all academic and financial requirements** of WU for issuing acceptance letters and immigration documents (I-20 Forms).
- 3.3 COMPANY will ensure that all applications are submitted online via WU’s website, complete with all supporting academic and financial documents, application fees, and COMPANY’s name for proper allocation of commission. **No paper applications will be accepted.**

- 3.3.a The application fee is mandatory and cannot be waived under any circumstances. The 2017-2018 fee for international undergraduate applicants is U.S. **\$75.00** and the fee for international graduate applicants is U.S. **\$75.00**. **This fee must be paid online using a valid credit card. This fee is subject to change from year to year.**
- 3.3.b COMPANY shall assist students with assembling application materials, and promptly advise students of application decisions or any other communications received from WU. In no event may COMPANY create or materially alter any application materials; completion of application materials is the responsibility of the students.
- 3.5 COMPANY shall inform prospective students that all applicants accepted by WU will be required to pay a non-refundable deposit **before** an I-20 will be issued. **This deposit is mandatory for I-20 issuance and will not be waived under any circumstances. The 2017-2018 deposit amount for international students is U.S. \$500.00 This deposit must be paid online using a valid credit card. This deposit is subject to change from year to year.**
- 3.6 COMPANY shall advise and assist students in preparing visa documentation and the necessary steps to secure a valid U.S. student visa to attend WU.
- 3.7 COMPANY shall function as an independent contractor and shall not be an employee of WU. Hence, COMPANY shall be responsible for the payment of any business expenses, taxes, insurance, or fees that may be incurred in connection with its activities.
- 3.8 COMPANY shall advise prospective students of WU's policy that **international students must pay their bills in full in U.S. currency directly to WU upon their arrival on campus. Likewise, government-sponsored students must submit a final financial guarantee to WU upon arrival.** Students are strongly encouraged to pay in advance to avoid any delays in course registration.
- 3.9 COMPANY will (i) screen and vet students with regard to their educational intentions; (ii) ensure the authenticity of all transcripts, certificates of graduation or completion, test scores, or other documentation presented to WU; and (iii) ensure complete integrity in all processes and protocols involving prospective international students.
- 3.10 COMPANY agrees to uphold the highest ethical standards and dignity when informing prospective students about WU and its programs. COMPANY will not misrepresent WU, its programs, policies, financial aid, other services, etc., and will refer prospective students to the WU website and to the WU international admissions office to answer any questions the prospective students may have regarding these matters.
- 3.11 In no event shall COMPANY make any statements or provide any information about WU to prospective students other than information that has been provided to COMPANY by WU or otherwise approved in writing by WU. In no event shall COMPANY use WU's name, logo, and/or likeness in any marketing or advertising activities without WU's prior written approval. Any copyrights or publication rights arising from or relative to any materials developed by WU in connection with this Agreement shall belong exclusively to WU. In any advertisements utilizing the name of WU, COMPANY shall not state or imply exclusive representation of WU, but Company may use the title "Official Representative."

- 3.12 COMPANY shall disclose its business and financial relationship with WU to all prospective international students considering attending WU. This does not include disclosing the actual payment made by WU to COMPANY. COMPANY shall in no event have (or claim to have) any right or authority to act for WU or to influence admission decisions.
- 3.13 COMPANY shall not charge or collect fees of any kind from prospective students absent full, up-front written disclosure to the prospective students. In no event may COMPANY take any portion of any scholarship or financial aid as fees for services.
- 3.14 In no event may COMPANY discriminate in the selection of students or the provision of services on the basis of gender, race, ethnicity, color, national origin, religion, sexual orientation, marital status, age, political views, or disability.
- 3.15 COMPANY agrees not to interfere with or induce students to breach, terminate, or end their student relationship with WU.
- 3.16 In no event may COMPANY require students to forfeit their right to transfer from one institution or program to another once in the United States, or charge students undue financial penalties for the same.
- 3.17 COMPANY shall at all times comply with all applicable governmental laws and regulations, both in the United States and within the Territory, in connection with its operations under this Agreement. Applicable United States laws include, without limitation, the Family Educational Rights and Privacy Act (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. COMPANY and its employees, agents, and approved subcontractors (if any) shall obtain and maintain in full force and effect all necessary permits, licenses, and authorizations required by any governmental or quasi-governmental agencies.

RESPONSIBILITIES OF WU:

Article 4.

- 4.1 WU shall provide sufficient amounts of brochures and program information to COMPANY so that all advertising, marketing, and recruitment activities can be implemented efficiently. Electronic files and web-based information can be substituted as time and circumstances allow or require.
- 4.2 WU shall forward all updated recruitment materials to COMPANY on at least an annual basis as they become available or upon request as needed.
- 4.3 WU shall forward all admission decisions to COMPANY as soon as they are available; email may be used to expedite this process. No admission decision shall be conveyed or suggested by anyone other than the authorized admissions staff at WU.

- 4.4 WU agrees to accept notarized/attested/certified copies of original official test scores, academic records, and/or transcripts uploaded by COMPANY to the online application on the WU admissions portal. WU requires that all copies of test scores, such as TOEFL/IELTS/GRE/GMAT/SAT, be copies of the original official test score report complete with the picture of the applicant. **Unofficial score reports will not be accepted.**

FINANCIAL TERMS AND CONDITIONS:

Article 5.

- 5.1 As compensation for the responsibilities and duties that COMPANY undertakes on behalf of WU under this Agreement, WU shall pay COMPANY as follows:

5.1.a **Undergraduate:** A total service fee of U.S. \$4,000 for each international student who enrolls and attends classes at WU, pays his/her first semester charges in full, and continues as a student until the add/drop class period is closed for that initial semester.

5.1.b **Graduate:** A total service fee of U.S. \$4,000 for each international student who enrolls and attends classes at WU, pays his/her first semester charges in full, and continues as a student until the add/drop class period is closed for that initial semester.

- 5.2 WU shall expect from COMPANY a formal invoice **no later than 4 weeks after the start of the semester**, including a list of students who meet the requirements as defined in Section 5.1 as a basis for confirming enrolled students who have been referred by COMPANY under the terms of this Agreement. Upon receipt of such invoice, and confirmation that the requirements for payment have been met, WU shall wire transfer the service fees earned by COMPANY to an account designated by COMPANY. **Late invoices will result in payments being deferred to the following semester.**

LENGTH OF AGREEMENT AND TERMINATION:

Article 6.

- 6.1 This Agreement is ongoing from year to year. However, WU reserves the right to terminate this Agreement immediately and without prior notice if COMPANY violates any of the terms, conditions, or responsibilities contained herein.
- 6.2 Either party may terminate this Agreement at any time without cause upon 30 days' prior written notice of termination to the other party. However, no termination of this Agreement by WU shall limit or affect WU's obligation to pay the service fee provided for in this Agreement with respect to any international student whose application was submitted to WU by COMPANY prior to the effective date of termination if such student later enrolls and attends classes at WU, pays his/her first semester charges in full, and continues as a student until the add/drop class period is over.

OTHER TERMS AND CONDITIONS:

Article 7.

- 7.1 COMPANY shall defend, indemnify, and hold harmless WU from and against any and all claims, damages, liabilities, costs, or expenses (including, without limitation, court costs and attorneys' fees) that WU may incur or suffer as a consequence of COMPANY's activities and/or breach of this Agreement.
- 7.2 All students enrolling through COMPANY are subject to all of the rules, regulations, and forms of discipline stated in the WU academic catalog and student handbook.
- 7.3 All students referred by COMPANY must pay their tuition, fees, and room and board (if applicable) directly to WU. COMPANY shall not collect student payments on WU's behalf.
- 7.4 All students referred by COMPANY must make arrangements in advance with WU to pay their first semester's tuition, fees, room and board (if applicable) upon their arrival to WU. Government-sponsored students must submit a final financial guarantee to WU upon arrival. Students are strongly encouraged to pay in advance to avoid any delays in course registration.
- 7.5 Student payment for subsequent semesters shall follow the regular university payment policies and procedures. Payment is due the first day of orientation prior to the start of classes; otherwise, a late fee will be imposed.
- 7.6 WU holds sole jurisdiction over its admission requirements and policies and the determination of acceptable students.
- 7.7 WU strongly recommends that students submit all application and financial materials for the fall semester by June 1, and for the spring semester by November 1. This will allow appropriate time for processing all enrollment paperwork. Exceptions may be considered, but WU cannot guarantee receipt of the I-20 form by COMPANY students when these deadlines are not followed.
- 7.8 Only students who are referred by COMPANY will be considered COMPANY students -- as clearly indicated by the agency name submitted on the online application. If students inquire about WU on their own and do not use COMPANY's services, they will not be considered COMPANY students, and no fee will be paid by WU. ***Applications that do not include COMPANY's name cannot be confirmed as originating from COMPANY.***
- 7.9 In no event may COMPANY assign, delegate, or subcontract to a subagent or any other person or entity any of its rights or obligations under this Agreement absent WU's prior written consent, which may be withheld for any reason.
- 7.10 This Agreement encompasses the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous understandings and agreements between the parties with respect to such subject matter. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties. No waiver of any covenant, condition, or provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is charged.

- 7.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America (exclusive of conflicts of laws principles). Any dispute arising out of or relating to this Agreement shall be resolved exclusively by litigation in a federal or state court of applicable jurisdiction located in Los Angeles County, California (collectively, "Los Angeles Courts"). The parties hereby stipulate to the jurisdiction and venue of the Los Angeles Courts for the resolution of any claims or disputes arising out of or relating to this Agreement, and waive any rights they might otherwise have to assert any such claim or dispute in any other forum.
- 7.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Both parties need not execute the same counterpart, provided that each party executes a counterpart and delivers it to the other party. Delivery via telefax or scanned email transmission shall be sufficient.
- 7.13 The individual executing this Agreement on behalf of each party represents and warrants that he or she is duly authorized to act for such party in so doing, and agrees to provide appropriate evidence of such authorization upon request of the other party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date first above written.

Addendum to Contract

"Woodbury University does not offer conditional admits to either their undergraduate or graduate programs. Only students who meet all the admissions criteria as outlined in the official brochures are considered for admission."

“WU”

“COMPANY”

Woodbury University

By: _____

By: _____

Name: Andre van Niekerk

Name: _____

Title: Dean Emeritus

Title: _____