

SAMPLE

STANDARD

AUTHORIZED REPRESENTATIVE

AGREEMENT

BETWEEN

THE CULTURE AND INTENSIVE ENGLISH PROGRAM AT THE UNIVERSITY OF NOTHERN IOWA

With an address of 72 Baker Hall, Cedar Falls, Iowa 50614 U.S.A.
(Hereinafter referred to as "The University")

AND

With an address of _____

(Hereinafter referred to as "the Authorized Representative")

The parties hereby agree as follows:

ARTICLE 1- RESPONSIBILITIES:

A: The University:

A1. Appoints the Authorized Representative to market and promote The University's Culture and Intensive English Program in _____ and to provide assistance to students from _____ seeking admission to The University;

A2. Shall provide the Authorized Representative with a reasonable amount of University promotional, informational and application materials free of charge and in appropriate quantities, as requested by the Authorized Representative, for distribution to potential students;

A3. Reserves the right to approve all materials developed independently by the Authorized Representative and procedures used by the Authorized Representative relating to this agreement;

A4. Reserves the right to change or cancel any programs, to change any program policies or fee guidelines, and to alter any promotional, informational or application materials, without notice;

A5. Shall compensate the Authorized Representative as outlined in **Article2**;

A6. Reserves complete and final authority over the admission of students to the University;

A7. Shall process all applications for students from _____ recruited by the Authorized Representative in full accordance with the policies, admission requirements, fee guidelines and refund policies of The University and in keeping with the Culture and Intensive English Program's capacity;

A8. Shall provide such assistance not otherwise specified herein as both parties mutually agree.

B. The Authorized Representative:

B1. Shall market and promote The University's programs in _____, as specified in this agreement, in a professional manner satisfactory to The University, and make positive and truthful representations of The University;

B2. Is responsible for offering correct and up-to-date information about The University's programs, and for keeping abreast of any changes in University policies, fees, and admission requirements;

B3. Shall receive prior authorization from The University before using the "The University of Northern Iowa" name or The University of Northern Iowa logo, mark, or crest in any promotional material created independently by or for the Authorized Representative;

B4. Shall recruit students from _____ for The University's programs pursuant to this Agreement, and provide assistance to students seeking admission to The University;

B5. Shall ensure that students are adequately informed about The University's programs and that they understand all relevant materials and all program policies, and shall assist students in the assessment of their academic background as relevant to The University's entrance requirements;

B6. Shall provide counseling to students, including a pre-departure orientation which prepares them for cultural and lifestyle differences in the United States before students have departed;

B7. Shall ensure that all application and registration documents are submitted properly in accordance with The University's policies and deadlines, including any supporting documentation such as original transcripts, which may be required. The Authorized Representative shall also provide, when requested by The University, any additional necessary documentation regarding the applications of particular students;

B8. Shall ensure that students receive proper student authorization to study in the United States

for the full length of time that they are planning on studying. The Authorized Representative will ensure that students are familiar with all visa immigration regulations relevant to studying in the United States;

B9. Shall be compensated by The University on the basis outlined in **Article 2**. The Authorized Representative shall receive no other compensation from any other person, including any student or student's family, for the services performed pursuant to this agreement. The Authorized Representative shall fully disclose the compensation arrangement with the University to each student;

B10. Shall refund to The University the amount of commission received for students who are granted a refund of pre-paid tuition fees, in accordance with The University's refund policies;

B11. Is responsible for making any arrangements to support the Authorized Representative's services and to pay any and all expenses incurred, including the cost of additional promotional material produced;

B12. May not bill The University for any other charges than those specified in **Article 2**, and shall not commit The University to any expenditures or obligations to third parties, without first obtaining expressed written permission from The University (and such permission may be given or not, at The University's discretion);

B13. Shall duly and diligently perform all the duties assigned to the Authorized Representative, and shall comply with all reasonable directions and requests made by the University;

B14. Will maintain confidentiality of information pertaining to students and any other individuals associated with The University programs (including information about host families) and will not release student information (including host family information) to any third party (including family members) without the student's formal written consent as required by law;

B15. Will use the information about students and any other individuals associated with University of Northern Iowa's programs for its intended purpose only;

B16. Will follow all applicable laws, rules, and regulations;

B17. Will maintain all required licenses for operation as a recruitment agency.

ARTICLE 2-COMMISSION:

The University shall pay the Authorized Representative a commission according to the following terms:

1. The University will pay the Authorized Representative a commission for the first term the student is enrolled at The University. During the 2 year agreement period, The Authorized Representative will receive a commission equivalent to 15 % of the gross tuition fees for each newly enrolled student up to and including 3 students, 20 % of the gross tuition fees for each additional student up to and including 5

students plus one tuition waiver to attend one 8-week session of the Culture and Intensive English Program. The University will not pay commission for students who continue enrollment with the University after the first term.

2. The University shall pay commission to the Authorized Representative after the start of the student's registered program, provided that all tuition and student fees have been received by The University and the Authorized Representative has submitted the applicable invoice(s) as specified below;
3. The Authorized Representative shall submit invoices to the person designated by The University in order to receive the commission. Invoices must contain the following information thereon: student name, dates of attendance, and full amount of tuition fees paid (exclusive of application and student fees). Invoices must be received by mail (FAX and email copies cannot be accepted) listing "Counseling Fee" as the service provided.

ARTICLE 3 – TERM:

1. This Agreement shall be valid for two years upon the date of signing.
2. The University may immediately terminate this agreement in writing if, in the opinion of The University, the services performed by the Authorized Representative are in any way unsatisfactory, inadequate or improperly performed, or if the Authorized Representative has failed to comply with the terms of this Agreement.
3. The Authorized Representative may immediately terminate this agreement in writing if, in the opinion of the Authorized Representative, the services performed by the University are in any way unsatisfactory, inadequate or improperly performed or if the University has failed to comply with the terms of this Agreement.
4. The University reserves the right to limit the number of students it can accept from or through the Authorized Representative.

ARTICLE 4 – GENERAL:

1. This Agreement may be amended upon such terms as the parties mutually agree in writing.
2. It is understood that this Agreement does not constitute an employment agreement, that the status of the Authorized Representative is that of an independent contractor and not that of an employee of The University.
3. The Authorized Representative agrees to indemnify and hold harmless The University against any and all liabilities, losses, damages, costs, or expenses which The University may hereafter sustain, incur, suffer or be required to pay by reason of the willful or negligent acts of the Authorized Representative or an Authorized Representative employee or agent, or any assessment, reassessment or any other act of an official of the federal, provincial, and/or local governments relating to the Authorized Representative or the actions of the Authorized Representative.
4. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa, United States of America.

Both the Authorized Representative and The University hereby acknowledge receipt of a copy of this Agreement duly signed.

Dated at _____ the ____ day of _____, _____.
(Place) (Month) (Year)

For The University

For The Authorized Representative

Name

Name

Print Name

Print Name

Title

Title

Witness

Witness

Witness Name (print)

Witness name (print)