Student Recruiting Agency Agreement Between

MISSOURI WESTERN STATE UNIVERSITY

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement between Missouri Western State University, located at 4525 Downs Drive, Saint Joseph, MO 64507 (“UNIVERSITY” or “MISSOURI WESTERN STATE UNIVERSITY”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , a corporation/company organized under the laws of \_\_\_\_\_\_\_\_ (“COMPANY”) (the parties hereto collectively referred to as the “PARTIES”), is entered into as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2016 (“Effective Date”).

WHEREAS, To better meet the needs of its students preparing to live and work in an intercultural global environment, UNIVERSITY would like to increase the presence and diversity of international students on its campus. Recognized as the first step in developing intercultural competence, the presence of diversity at MISSOURI WESTERN STATE UNIVERSITY is desired to expand our student’s knowledge of the world and other cultures;

WHEREAS, COMPANY can assist UNIVERSITY increase diversity on its campus;

WHEREAS, The PARTIES desire to enter into an agreement whereby UNIVERSITY agrees to pay COMPANY a fee for recruiting international students to MISSOURI WESTERN STATE UNIVERSITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the PARTIES agree as follows:

**A.** **RESPONSIBILITIES**

1. COMPANY will:

1. acquaint potential international students with MISSOURI WESTERN STATE UNIVERSITY and its English as a Second Language (“ESL”) Program (where applicable);
2. offer guidance to assure the best possible match between students and MISSOURI WESTERN STATE UNIVERSITY;
3. maintain ethical and responsible recruiting practices;
4. provide prospective students in writing with full and accurate information about MISSOURI WESTERN STATE UNIVERSITY, including, but not limited to, its enrollment procedures; costs for tuition, fees, room and board, and incidental expenses; academic offerings; and facilities;
5. comply with all applicable laws, statutes, ordinances, and regulations (including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), in connection with providing services under this Agreement;
6. inform prospective students about any fees charged solely by the COMPANY;
7. assist students in the application process;
8. assist recruited students in arriving at Kansas City International Airport (“MCI”) on the date listed on the Form I-20. Recruited students should arrive at MCI on the stated arrival date before 9:00 p.m. local time. Late arrivals will not be accepted. Early arrivals must be clearly communicated to UNIVERSITY’s International Affairs Office. COMPANY will provide complete itineraries to UNIVERSITY at least three (3) days (optimally three (3) weeks) prior to the recruited student’s arrival at MCI to ensure airport pick up;
9. provide UNIVERSITY at the beginning of each session in writing with a complete list of all recruited students who are attending MISSOURI WESTERN STATE UNIVERSITY to ensure that COMPANY is properly credited with recruiting the students for purposes of payment pursuant to paragraphs 2(a) and 2(b); and
10. forward to the students all documents that are sent by the UNIVERSITY.

2. UNIVERSITY will:

1. pay COMPANY a placement fee for each F-1 student who it recruits to the UNIVERSITY for an academic degree program.  COMPANY will receive equivalent to a 10% of incidental tuition, or up to $560 each semester, for two consecutive semesters in which the recruited student is enrolled full time at UNIVERSITY.  The placement fee will be paid to COMPANY at the end of the fall and spring semesters, provided that the recruited student’s account is not in arrears and COMPANY has not accrued service penalties. Placement fees based on summer session attendance will be paid to COMPANY at the end of the fall semester. All prices shall be firm and fixed. UNIVERSITY shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, and/or installation costs.
2. pay COMPANY a placement fee for each F-1 student it recruits to the UNIVERSITY ESL Program.    COMPANY will receive comparable to 10% of tuition, or up to $410, for every session in which the recruited student is continuously enrolled full-time in the ESL Program for the duration of study in the ESL Program.  Whereas the student is completing the ESL program, and also enrolled in the academic program at the UNIVERSITY, the COMPANY will receive the prorated amount accordingly.  The placement fee will be paid to COMPANY at the end of the fall and spring semesters, provided the recruited student’s account is not in arrears and COMPANY has not accrued service penalties. If the recruited student subsequently enters an academic degree program at UNIVERSITY after completing the ESL Program, COMPANY will be eligible to receive placement fees pursuant to the terms of paragraph 2(a). All prices shall be firm and fixed. UNIVERSITY shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, and/or installation costs.
3. withhold all placement fees for any recruited student who is, or subsequently changes immigration status to, a United States legal permanent resident or citizen and is therefore eligible to receive Title IV funds.
4. assist recruited students with travel arrangements from MCI to St. Joseph, Missouri and help arrange room and board on UNIVERSITY’s campus as well as provide ongoing advisement and education.

**B.** **CONDITIONS**

1. The term of this agreement shall be for one (1) year from the Effective Date. This Agreement will automatically renew each year unless otherwise terminated by one of the PARTIES.
2. This Agreement may be terminated by either party at any time for any reason by providing the other party with 30 days written notice. Should this Agreement be terminated, the recruited students who were enrolled prior to the termination will maintain their status for purposes of payment of the placement fees pursuant to paragraphs 2(a) and 2(b) provided that COMPANY has not violated any provision of this Agreement. UNIVERSITY reserves the right to suspend payment of the placement fees if COMPANY has not honored any term of this Agreement.
3. If the signatory ceases employment for any reason with COMPANY, this Agreement will be terminated, effective immediately.
4. All recruited students are subject to all the rules, regulations, and forms of discipline stated in UNIVERSITY’s policies, including its Academic Catalog, Student Handbook, Student Code of Conduct and Residential Life Handbook. Furthermore, the recruited students are responsible for payment of all tuition and other fees above and beyond any scholarships to any said student that are awarded and the proceeds received by UNIVERSITY.
5. Any breach of this Agreement by COMPANY, at the election of UNIVERSITY, will result in immediate termination of the Agreement and will result in forfeiture of all outstanding placement fees.
6. UNIVERSITY holds sole discretion over its admissions requirements and the determination as to the admissibility of prospective students.
7. Placement fees not submitted to UNIVERSITY within one fiscal year will be forfeited by COMPANY (e.g. placement fees not claimed for the Spring semester by July 1 of that year will be forfeited.)
8. COMPANY shall not utilize UNIVERSITY’s logos or materials for any purpose except for those purposes reasonably provided for herein.
9. **INSURANCE AND INDEMNIFICATION:**
10. Unless COMPANY and UNIVERSITY expressly agree in writing that this paragraph C (1) does not apply to this Agreement, COMPANY warrants that it has General Liability insurance in a sum not less than $1,000,000.00 per occurrence and $3,000,000.00 per year in the aggregate, or such other lesser amount if approved in writing by UNIVERSITY. All insurance coverage must be written by companies that have an A.M. Best’s rating of “A-VII” or better or as otherwise approved in writing by UNIVERSITY. Regardless of any approval by UNIVERSITY, it is the responsibility of COMPANY to maintain the required insurance coverage at all times; its failure to do so will not relieve it of any agreement, obligation, or responsibility. Upon request from UNIVERSITY, COMPANY will provide UNIVERSITY with a Certificate of Insurance. In the event of COMPANY’s failure to maintain the required insurance, UNIVERSITY may immediately terminate this Agreement.
11. Unless COMPANY and UNIVERSITY expressly agree in writing that this paragraph C (2) does not apply to this Agreement, COMPANY agrees to indemnify, defend and hold harmless UNIVERSITY, its board of regents, trustees, officers, employees, agents, successors and assigns against and from all claims, actions, suits, liabilities, costs, and expenses whatsoever, including attorney’s fees, arising out of or connected in any way to COMPANY’s actions, inactions, omissions, or circumstances.
12. Nothing in this Agreement is intended to waive UNIVERSITY’s sovereign immunity in any way whatsoever.
13. **MISCELLANEOUS:**
14. This Agreement constitutes the complete and exclusive understanding and agreement of the PARTIES and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the PARTIES hereto.
15. Any and all notices required herein shall be given in writing by certified mail, return receipt requested, and shall be addressed to the addresses shown in the signature block contained herein unless subsequently changed by written notice. Notice may also be delivered by hand or overnight mail through a common overnight carrier such as Federal Express or UPS. Notices other than by hand delivery will be considered given as of the date of mailing or delivery by the sender to the overnight service.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of law pertaining to conflicts of laws. Any litigation to enforce any provision of this Agreement shall be filed in the Missouri Court having competent jurisdiction.
17. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.
18. This Agreement shall be binding upon and inure to the benefit of PARTIES. Neither party may assign their respective rights or obligations pursuant to this Agreement without written approval from the other party.
19. This agreement is a contract for the stated services only; neither entity is responsible for the actions of employees of the other. COMPANY agrees that it is an independent contractor and is not an employee of UNIVERSITY for any purpose whatsoever.
20. Nothing in this Agreement shall prevent either party from entering into the same or similar transactions in any locale under the same or similar terms with any other party.

**Agreement ExecutionIN WITNESS WHEREOF,** the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

|  |  |  |  |
| --- | --- | --- | --- |
|  Name, TitleCompanyAddressCity, State CodeCountryEmail:  |  Date |  \_\_\_\_\_\_\_\_\_Dr. Cale Fessler, Vice President for Financial Planning and AdminstrationMissouri Western State University4525 Downs DriveSt. Joseph, MO 64507U.S.A. |  Date |