CONSULTATION AND SERVICES AGREEMENT

Whereas, **Specific College State University** (hereinafter called "**SCSU**") desires to increase its international student enrollment, and whereas **Name of Company** (hereinafter called "Representative") provides international student recruitment services, the parties hereto agree as follows:

1. Purpose of the Agreement

(a) The Representative is formally accepted as a representative of SCSU for the purpose of providing program information and recruiting prospective students for SCSU. The Representative is specifically authorized to represent SCSU graduate and undergraduate programs (collectively, said programs are hereinafter called "Academic Programs").

(b) This is a non-exclusive agreement and SCSU can appoint other Representatives as it so chooses in respect of any country or area.

2. Responsibilities of the Representative

2.1 The Representative shall provide the following consultation, recruitment and marketing services to SCSU:

(a) promote SCSU Academic Programs to ensure that the quality and value of attending SCSU is widely advertised to prospective students throughout China;

(b) find suitable prospective students to undertake SCSU Academic Programs;

(c) assist prospective students to become SCSU students,

(d) provide reports or information requested by SCSU or required by this Agreement; and,

(e) offer other services necessary to ensure the overall success of students recruited by the Representative to SCSU, including but not limited to general advice and counsel and troubleshooting of student problems.

2.2 In performing said services, the Representative must:

(a) promote SCSU Academic Programs with integrity and accuracy and recruit students in an honest, ethical and responsible manner, complying with SCSU's Code of Ethics for International Agents hereby attached;

(b) provide prospective students with complete and accurate information about the admission requirements of SCSU Academic Programs. This can only be done by reference to the material provided by SCSU and, when not available, through direct communication with SCSU personnel;

(c) assist prospective students in completing all required application documents, assuring their authenticity, quality and completeness, and submitting these to SCSU;

(d) provide a cover letter for each application or stamp the application with the Representative's institutional seal, clearly identifying it as being initiated by the Representative;

(e) provide to SCSU each student's permanent address and email (other than those of the Representative);

(f) provide annual reports to SCSU on the operation of this agreement or as otherwise requested from time to time;

(g) advise applicants on procedures for obtaining a passport and visa;

(h) provide SCSU with market intelligence about the recruitment of students in China;

(i) only undertake promotional and marketing activities that are connected to or make reference to SCSU that are expressly authorized by SCSU;

(j) comply with all relevant Laws;

(k) take no action that will result in SCSU's non-compliance with any U.S. laws or regulations or any local or national laws or regulations of China;

(l) charge fees that are reasonable and customary for the services provided;

(m) maintain the confidentiality, integrity, and security of prospective and accepted students' records and communications. Representative shall secure permission of the individuals before sharing information with others outside of the organization. And;

(n) provide services in a nondiscriminatory manner on the basis of race, sex, sexual orientation, religion, age, disability, national origin or marital status.

2.3 The Representative is not permitted to:

(a) lead students to believe that SCSU will only accept applications submitted through the Representative;

(b) commit SCSU to accept any prospective student into an Academic Program and must not make representations to the contrary;

(c) make explicit promises to students regarding the time required for degree completion;

(d) promise students that they will be granted visas;

(e) use SCSU's name or any registered or unregistered trademark or logotype of SCSU without the prior written consent of SCSU. Promotional materials published by SCSU may be distributed without prior approval of SCSU as long as this agreement is in effect.

3. Responsibilities of SCSU

(a) Process applications of prospective students recruited by the Representative pursuant to current SCSU admission requirements and communicate admissions decisions in a timely manner, generally within 7 -10 days of the decision

(b) Review prospective students' information and issue I-20 documents in accordance with applicable immigration regulations.

3.1 This Agreement shall be reviewed every second year. This agreement can be extended only through subsequent written agreements executed by both SCSU and the Representative.

4. Independent Contractor

The Representative is an independent contractor and not an employee of SCSU. SCSU is not responsible for the Representative's business expenses, salary, insurance, worker's compensation insurance, or the payment of any taxes.

5. Termination of the Agreement

5.1 This agreement may be terminated by either party with a sixty (60) day written notification of intent of termination.

5.2 SCSU can terminate this Agreement at any time and with immediate effect by giving notice to the Representative if the Representative breaches any provision of this Agreement.

5.3 If terminated, the Representative will:

(a) immediately cease to use any advertising, promotional or other material supplied by SCSU.

6. University Representative

To ensure continuity and clarity of communications, the Representative shall work with the Director of International Student Affairs, at present, Greg Wymer.

7. Entirety of Agreement

The parties agree that this is the entire agreement between SCSU and the Representative with no agreements, contracts, or promises otherwise, written or oral, relating hereto. Any change or modification in this agreement or the terms or conditions stated herein must be in writing and executed by both SCSU and the Representative.

Minnesota State University, Moorhead	Name Of Company
_____	_____
Warren Wiese Vice President of Student Affairs	[Contact Name] [Contact Title]
Date: _____	Date: _____