



## ***AGREEMENT FOR SERVICES***

### **I. PARTIES**

#### **THIS AGREEMENT IS ENTERED INTO BY THE FOLLOWING PARTIES:**

Shoreline Community College, community college district VII, an agency of the State of Washington and hereafter referred to as the “the College”, principally located at 16101 Greenwood Avenue North, Seattle WA 98133. USA.

#### **AND**

Agent Name  
Agent Title  
Agent Company  
Agent Address  
Agent Address  
Agent Address

### **II. PURPOSE**

The College would like to make its credit programs of study known and available to potential students in ***Agent Country***. To further that goal, the College and ***Agent Company Name*** enter into this agreement, under which the contractor will promote interest in, provide information about, and recommend qualified students for admission to the College.

### **III. COLLEGE REPRESENTATION**

The College grants to the contractor the non-exclusive right to represent the College solely for the purposes of (1) disseminating information about the college and its programs in ***Agent Country*** and (2) screening and recommending prospective students to the College.

### **IV. CONSIDERATION**

Shoreline Community College and ***Agent Company Name*** agree to a cooperative relationship in which ***Agent Company Name*** will recommend students for admission to Shoreline Community College based upon the following terms and conditions. This contract is entered into in exchange for the mutual promises contained herein.

### **V. RECITALS**

#### **5.1 DUTIES OF THE COLLEGE:**

**5.1.1** Per this agreement, the College authorizes ***Agent Company Name*** to act as a representative of Shoreline Community College in the dissemination of information about the College and to conduct recruitment on its behalf.

**5.1.2** The College will provide the contractor with catalogs, brochures, forms and applications. It will be the College's responsibility to provide information on admissions requirements and procedures as well as anticipated cost of attendance.

**5.1.3** The College will compensate the contractor for each individual student that the contractor has assisted, provided orientation to, and recommended for admission if the student (1) *is admitted*, (2) *pays tuition due*, and (3) *attends classes for at least thirty-five calendar days from the beginning of the quarter*, as per payment provisions stipulated in Section VI of this agreement. The College will compensate the contractor only with respect to students whom or for whom the contractor has oriented, evaluated, screened, facilitated the application process, and recommended for admission. The College will not compensate the contractor on a per student basis for groups attending specialized classes that are contracted separately (such as, but not limited to, short-term ESL training programs, summer contract programs etc.).

**5.1.4** The College will pay commissions and bonuses to the Agent, for students referred by the contractor and enrolled at the College, pursuant to provisions 1.3, 6.1 and 6.2 of this Agreement. The College is not obligated to the student for any agreements made between the contractor and the student that are not explicitly written as part of this contract. In no event shall the student be considered a third party beneficiary to this contract.

**5.1.5** The College will provide the referred students all regular services provided to other international students including orientation, advising and counseling assistance. The College assumes no financial responsibility for students in its programs for any reason.

**5.1.6** Upon admission of a referred student applicant, the College agrees to ship the student's I-20 form directly to the contractor via express mail

## **5.2 DUTIES OF THE CONTRACTOR:**

**5.2.1** The contractor agrees to conduct student recruitment, marketing and development of educational projects together with the College.

**5.2.2** The contractor agrees that it will submit copies of any and all materials, written or electronically made (such as, but not limited to, videos, tapes, Internet home-pages etc.) that represent the College or bear the College's name or logo to the College's approved representative.

**5.2.3** The contractor agrees to provide assistance to students in completing college application materials, and provide orientation and general information to the students about the College and the State of Washington who the contractor finds, or who are referred to the contractor by whatever sources, and to whoever requests such information.

**5.2.4** The contractor will evaluate and screen all prospective students recommended for admission to the College regarding academic ability, financial ability, and other criteria as directed by the College.

**5.2.5** The contractor will clearly indicate on the College application that the student is referred by the contractor. The College reserves the sole right and responsibility for official admission decisions and notification.

**5.2.6** The contractor is not authorized to and shall not accept payments from students on behalf of the College or otherwise. Students shall make all payments for the costs of attendance directly to the College.

## VI. FEES AND COMMISSIONS

- 6.1** The College agrees to pay *Agent Company Name* a per-student flat fee of \$475 per quarter for a maximum of three (3) quarters for the student's first three college quarters of full time study (minimum of 12 credit hours), within a twelve month period, for each student admitted to the College as per provisions contained in this Agreement.
- 6.2** The College will pay a bonus to *Agent Company Name* for referring 5 or more students who enroll at the College full-time and meet the provisions of this agreement. This payment is intended to provide an incentive to the contractor, and to provide assistance for marketing promotions for the College. The contractor will receive the bonus pursuant to the Bonus Structure described in *Appendix A*. Bonuses will be based on the total number of students referred over four quarters beginning summer, fall, winter and spring, and will be paid in a lump sum during spring quarter.
- 6.3** The College will not pay any fees to the contractor for students that withdraw from school prior to the thirty-five calendar days of the quarter.

## VII. DURATION OF AGREEMENT

- 7.1** This agreement shall be effective for a period of two years from the date of signing, except as stipulated in Section VIII.
- 7.2** This agreement may be extended for additional two-year increments, as agreeable to both parties. Any such extension or modification of this agreement must be in writing and signed by duly authorized representatives of both parties.

## VIII. TERMINATION

Either party, in its sole discretion, may terminate this agreement by providing the other party *fifteen (15) days* written notice of intent to terminate. All notices are to be hand delivered by duly authorized representatives or mailed through a recognized commercial service.

Authorized representatives are listed below:

Samira Pardanani  
Executive Director  
International Education  
Shoreline Community College  
16101 Greenwood Avenue North  
Seattle, WA 98133

Agent Name  
Agent Title  
Agent Company  
Agent Address  
Agent Address  
Agent Address

Any change of address or representatives shall be provided to the other party in writing within thirty (30) days.

## IX. LIABILITY COVERAGE PROVISIONS

**9.1** Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other, nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**9.2** The College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and claims against College and its employees, officers, and agents in the performance of their duties and this Agreement are to be made against the tort claims liability account as provided in RCW 4.92.130.

#### **X. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington. Venue shall be in King County, State of Washington.

#### **XI. DISPUTE RESOLUTION**

Any disputes regarding the terms of this agreement shall be decided by the College's Vice President for Administrative Services or his/her designee and the Contractor.

#### **XII. EXCEPTIONS**

Both parties agree that if, due to extenuating circumstances, (for example a death in the family or a debilitating illness that would require the student to seek prolonged medical attention), a student withdraws from school and is awarded a full refund of tuition by the College, there will be no contractor's fee paid for that quarter, and that the regular stipulations of this contract will bind once the student is back in attendance. The College reserves the right to make final determinations in such cases.

#### **XIII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and all terms and conditions agreed upon by both parties, including those which may be modified by this Agreement, and supersedes all previous written or oral agreements regarding the subject of this agreement. No other understanding, oral, written or otherwise regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Any modification or waiver of the terms of the Agreement must be in writing and signed by both parties.