



**AGENCY AGREEMENT**

This **Agency Agreement** (hereinafter the “Agreement”) represents an agreement between:

**Indo Global Studies LLC**, registered under the State of Delaware, USA (hereinafter referred to as the “**First Party**” or **Principal**);

**AND**

Agency name:

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(hereinafter “**Second Party**” or “**Agent**”)

The First and Second Party are collectively referred to as “**Parties**”

**BACKGROUND:**

- A. The First Party is an approved representative of **Seattle University, Missouri State University, and the University of Scranton** (hereinafter referred to as the “**University/Educational Institute**”) to promote education services to potential international students.
- B. The First Party engaged the Second Party in finding suitably qualified and genuine prospective international students for enrollment and study at the above mentioned University/Educational Institute.
- C. The First Party agrees to pay the Second Party Commission / Remuneration specified in Section 5 on fulfilling the terms and conditions mentioned hereunder and as per the amendments if any hereafter

**NOW IT IS HEREBY AGREED AND DECLARED as follows:**

**1. INTERPRETATION**

1.1 This Agreement is divided into Sections and the Sections are divided into Clauses.

1.2 Unless the context or the express provisions of this Agreement otherwise require: -

1.2.1 words importing the singular shall include the plural and vice versa;

1.2.2 the expressions “hereof”, “herein” and similar expressions shall be construed as references to this Agreement as a whole and not be limited to the particular Section or provision in which the relevant expression appears.

## **2 ENGAGEMENT OF THE SECOND PARTY / AGENT AND THE TERM**

2.1 The First Party engages the Second Party to be its representative to perform services mentioned herein from the date of this Agreement until it is terminated under Clause 5

2.2 This Agreement is a non-exclusive agreement between the Parties and the First Party can appoint other agents in the same region of the Second Party.

2.3 The First Party can undertake periodic performance reviews of the Second Party

## **3 FIRST PARTY RESPONSIBILITIES**

3.1 The First Party shall provide all information and data that is necessitated for the Second Party to honor the service, duties, and responsibilities

3.2 The First Party will ensure that the Second Party is fully trained to represent the University/Educational Institute during initial induction and ongoing contact by email communications, telephone discussions, and personal visits (if necessary).

3.3 The First Party shall take immediate corrective and preventative action upon becoming aware of the Second Party (or its sub-contractors) being negligent, careless, or

incompetent or being engaged in false, misleading, or unethical advertising and recruitment practices, including practices that could harm the integrity of Universities/Educational Institutes that are represented by the First party.

- 3.4** The First Party shall be instrumental in processing the required documentation for the prospective students on approval from the University/Educational Institute
- 3.5** The First Party shall duly process all completed applications received but is under no obligation to accept all the prospective students provided by the Second Party

#### **4 SECOND PARTY RESPONSIBILITIES**

- 4.1** The Second Party shall promote the courses and find suitable prospective students to undertake the courses
- 4.2** The Second Party shall select the prospective students with utmost sincerity bearing in mind on the minimum requirement on English Language, Educational Qualification, Work Experience
- 4.3** The Second Party shall be transparent to both the First Party and the prospective students on the eligibility scheduled herein
- 4.4** The Second Party shall screen the financial capacity and genuineness of the prospective students
- 4.5** The Second Party shall ensure that the prospective student pays the fees in complete whilst submitting the application / accepting offer
- 4.6** The Second Party shall update and share with the market intelligence on the recruitment of students
- 4.7** The Second Party shall share the copy of the offer received to the prospective student from the University within 02 days of receipt of the offer
- 4.8** The Second Party shall not in any manner provoke, mislead or misguide, misrepresent, provide false promises or inaccurate information to the prospective students on the course
- 4.9** The Second Party shall abstain from engaging in any dishonest practices with the prospective students
- 4.10** The Second Party shall not use any of the Intellectual Property of the First Part registered or otherwise without the prior written consent of the First Party
- 4.11** The Second Party must give the following information to prospective students before they submit an application:
  - 4.11.1** Course fee and refund policy
  - 4.11.2** Course eligibility requirements
  - 4.11.3** Students must study on a full-time basis
  - 4.11.4** Inform the student that their personal details may be shared with any

relevant federal/state authorities

- 4.12** The Second party shall not make any inaccurate claims of association with the First party or its authorized Universities/Educational institutes with any other education provider

## **5 THE CONSIDERATION**

- 5.1** The Consideration between the Parties as Agency Fees / Commission which is subject to the fulfillment of the below process in its entirety
- 5.1.1 Recruitment
  - 5.1.2 Enrollment
  - 5.1.3 Payment of Course Fees
- 5.2** Agency Fees/Commissions will be payable as follows:
- 5.2.1 **Seattle University** - 10% of net tuition paid by the student for the first three semesters
  - 5.2.2 **University of Scranton** – 10% of net tuition paid by the student for the first two semesters
  - 5.2.3 **Missouri State University** – USD 1000 one-time payment for up to 5 students; an additional USD 100 paid for 6 to 10 students; and an additional USD 200 for 11+ students. The total number of students calculated applies to students enrolled in each intake and cannot be cumulated over previous semesters.
- 5.3** Agency Fees/Commissions will be paid to the Second Party within 10 business days of dispatch from the University/Educational Provider, understanding that the University/Educational Provider may take up to three months from the commencement of the semester to release the commission.
- 5.4** The Second Party shall raise an invoice to the First Party four weeks after the census date, which is four weeks after the course commencement with a list of students enrolled by the second party.
- 5.5** Conditions for commission payments:
- 5.5.1 Adhere to commission guidelines specified in this agreement
  - 5.5.2 Commission is not paid when the student applies to enroll directly with the First party. The Second Party is regarded as having recruited a student under this Agreement if the Second Party submits the student's application for enrolment **and** sends an official email to the First Party with all necessary documents **BEFORE** an admission decision had been made by the university.
  - 5.5.3 Commission is payable in 3 equal installments across the first 3 semesters of full-time study by the student upon receipt of full tuition for each semester.

The commission is not payable if only partial tuition has been paid by the student for each semester.

- 5.5.4 Commission for students will be paid only to the Second party named within this agreement. No commission, fees, or requests for payments of any kind will be paid to other claimants.
- 5.5.5 In case of a dispute between Agents for any student's enrolment, the student's written nomination of his/her Agent will be final and binding.
- 5.5.6 If the University/Educational Provider represented by the First Party is obliged to refund the student fees for any regulatory reasons before course completion, the Second Party is obligated to refund to the First party the total amount of commission paid to date for the student.

## **6 TERMINATION**

- 6.1 Either Party can terminate this Agreement at any time by giving the other party 30 days' prior written notice
- 6.2 The First Party can terminate this Agreement at any time with immediate effect if the Second Party or its employee breaches any clause of this Agreement or is engaged in any dishonest practice
- 6.3 The Agreement may be terminated if the Second Party's performance does not meet the First Party's expectations.
- 6.4 On termination of this Agreement, the Second Party must:
  - 6.4.1 Submit all applications and fees from prospective students received up to the termination date; and
  - 6.4.2 Immediately cease using any advertising, promotional or other material supplied by the First Party on behalf of the University / Education Institute
- 6.5 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

## **7 Non-Competitive Clause**

- 7.1 The Second Party shall not undertake students for the same University / Education Institute mentioned herein or hereafter by the First Party through any third party

## **8 CONFIDENTIALITY/PROPRIETARY INFORMATION**

- 8.1** The Parties acknowledge that throughout the performance of this Agreement, there may be Confidential Information that may be exchanged between the Parties or come to their knowledge.
- 8.2** The Parties undertake not to divulge, communicate or otherwise transfer the Confidential Information and the contents of this Agreement or any part thereof, to any third party in any manner whatsoever and not to allow any person or body to have access to or copy the Confidential Information or unless:
- 8.2.1 the Confidential Information was in the public domain before any disclosure made by the Party divulging it,
  - 8.2.2 such Party is ordered by a competent court or regulatory agency to reveal such Confidential Information and to that extent only, or
  - 8.2.3 the recipient can clearly demonstrate to the disclosing Party that the Confidential Information was known to the recipient before disclosure or was disclosed to the recipient by a third party who is not in breach of an obligation of confidentiality, and to that extent only.
- 8.3** There shall be no publicity or public announcement of any nature regarding this Agreement or its subject matter, without the prior written consent of the other Party to this Agreement.

## **9 GOVERNING LAW AND DISPUTE RESOLUTION**

- 9.1** This Agreement and the rights of the Parties hereunder shall be governed by the Laws of the Government of India and the local laws, decrees, and regulations of the State of Telangana.
- 9.2** The Parties agree that any dispute or claims arising out of or relating to this Agreement, and any legal action or proceeding with respect to this Agreement, shall be subject to the exclusive jurisdiction of the State of Telangana.

## **10 MISCELLANEOUS**

### **10.1 Entire Agreement**

This Agreement (together with all agreements and documents executed contemporaneously with it or referred to in it) constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written.

#### **10.2 Variation**

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorized officer or another representative of each of the Parties.

#### **10.3 Severability**

This Agreement is severable to the extent that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

#### **10.4 Non-Assignment**

This Agreement is personal, and no Party (with the exceptions otherwise listed elsewhere in this Agreement) may assign the whole or any part of this Agreement or all or any part of its rights, liabilities or obligations hereunder, unless with the consent in writing of the other Parties, provided always that in the event of a permitted assignment, the assignor shall remain fully liable for the performance of such liabilities and obligations by such assignee so that no such assignment shall relieve the assignor from any of its liabilities or obligations hereunder.

#### **10.5 Waiver**

Unless otherwise agreed in writing, no failure by either Party to exercise any right or remedy available to it hereunder nor any delay to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

#### **10.6 Notices**

Any notice to be given hereunder by either Party to the other shall be in writing and delivered personally sent by pre-paid recorded delivery or registered post to the addressee at the addressee's registered office for the time being or by e-mail or facsimile and shall be deemed to be received if delivered personally at the time of receipt if sent by post at the expiration of 72 hours after being placed in the post (having been correctly addressed).

#### **10.7 Force Majeure**



10.7.1 Neither Party shall be liable to the other for any loss occasioned as a result of an act of God, any event or circumstance which affects either Party and is not within the reasonable control (directly or indirectly) of the Party affected, to the extent that such event or circumstance or its effects cannot be prevented, avoided or removed by such Party except where the nature of the event shall prevent it from doing so, the Party suffering from such Force Majeure shall notify the other Party as soon as practicable in writing and shall in every instance, to the extent it is capable of doing so, use its best efforts to remove or remedy such cause.

10.7.2 In the event that the Force Majeure event proceeds for a period of more than one (1) month, the parties shall enter into discussions with a view to agreeing on a remedy and, in the event that the parties fail to agree on a remedy within seven (7) days, then the Agreement shall stand terminated.

## **10.8 Counterparts**

This Agreement and any consents required hereunder may be executed in counterparts, all of which, taken together, shall be deemed one original.

## **10.9 Address for Notices and Contact Person**

10.9.1 Any notices on the First Party shall be served/emailed on ceo@indoglobalstudies.org. The first point of contact on behalf of the First Party shall be Mr. Ashok Kallam, Contact Details – 91 9912881199

10.9.2 Any notices on the Second Party shall be served on xxx. The first point of contact on behalf of the Second Party shall be Mr. xxx, Contact Details – e: xxx & m: xxx

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands as of the day and year first above written.

**SIGNED** by

**The First Party – Indo Global Studies**  
represented by Mr. Ashok Kallam

**The Second Party – \_\_\_\_\_**  
represented by

*Agreement totals eight pages. This is the final page.*