

**ASSOCIATE CONTRACT**

This contract made effective as of 09 March 2023 between INDO GLOBAL STUDIES LLC, hereinafter referred to as “IGS LLC”, a corporation duly organized and existing under the laws of the State of DELWARE, U.S.A., and **\*enter company name\*** located at **\*enter company address\*** hereinafter referred to as “the Associate”.

 **SECTION ONE**

MANAGERIAL SERVICES OF IGS LLC

* IGS LLC will manage the admission of students at the undergraduate, graduate and doctoral programs in suitable accredited institutions in United States, Canada, UK, Australia, New Zealand, Ireland, Malta, Finland, Georgia, Singapore, and Vietnam.
* IGS LLC responsibility with the student remains until the Form I-20 or university admit letter is issued.
* IGS LLC will assist as needed, the Associate for recruiting of Indian students for study in Foreign Universities/Colleges.
* IGS LLC will inform the Associate of the details of admission criteria for specific programs of Foreign Universities/Colleges for recruitment of students.
* IGS LLC will monitor the progress in the recruitment of students by the Associate on a regular fortnightly basis.
* IGS LLC will be responsible for all communications with the Foreign Universities / Colleges, including those from the Associate, which are to be routed through the IGS LLC.
* IGS LLC will scrutinize the filled-up applications from the Associate before forwarding them to appropriate Foreign Universities / Colleges.
* IGS LLC is open to assist the students directly [if required/requested by the Associate] with the complete process of Student Visa application. This involves preparation of Student visa application and submission of the application at the foreign consulate. IGS will directly charge a service fee from the students for this service.

**SECTION TWO**

ASSOCIATE ROLES AND RESPONSIBILITES

* The recruitment of students will be made for all foreign undergraduate, graduate, doctoral, and professional programs through the Associate.
* The Associate will appoint one sole point of contact to communicate between the Associate and IGS.
* The Associate will send complete student application files with supporting documents to predetermined universities that IGS partners with closely.
* The Associate shall respect the intellectual property of IGS university clients and shall only use authorized marketing materials, including logos after consent written from IGS.
* The Associate will not submit fraudulent or doctored documents to students or submit such documents on behalf of the students. If the Associate is found, intentionally or unintentionally, dealing with fraudulent or fake degree mark sheets, English test scores, and bank documents, IGS will terminate this agreement effective immediately and report the same to the concerned authorities.
* The Associate will offer its students a written agreement wherein all services offered and costs associated are clearly mentioned and understood by the student.
* The Associate should give accurate and up to date information about IGS university partner’s programs to students and help them accurately interpret that information. The Associate should advise the students and parents about the admission criteria. The Associate will distribute application forms, test forms, etc., to the students in a prompt manner. The Associate shall not make false statements to the student or parent for the sake of convincing the student to apply.
* The Associate will download application materials from the Internet and provide them to the students.
* The Associate should provide academic and career counselling to students. Professional counsellors must do the counselling and decent premises should be provided for this purpose.
* The Associate must provide the students with realistic estimates of tuition, living and other expenses. The Associate will pre-process all applications before being sent to IGS LLC for further scrutiny. The Associate will verify the credentials and ensure completeness and authenticity of the applications. Any mistake made while filling out university applications shall be the responsibility of the Associate only.
* The Associate will, in the case of offering services to a minor, get written and signed approval and consent of a parent or legal guardian and share the same with IGS LLC. The signatory must provide the Associate with an email ID and all communication between the agency and student must include the signatory.
* The Associate will recruit maximum number of students for various programs every year and send their completed applications to IGS LLC for scrutiny well in advance. The number of students recruited must increase by 50 percent every year during the first three years of the agreement.
* The Associate will ensure that all applications are neatly filled-up before being forwarded to the IGS LLC for further scrutiny. The Associate will forward applications at least two weeks prior to the application deadline dates for the respective university.
* The Associate will ensure that the applications are complete in all respects containing copies of all certificates and transcripts of marks/grades, score sheets of TOEFL/IETLS/PTE and SAT/GRE/GMAT/etc., Recommendation letters, Declaration of Finances, and other documents.
* The Associate will maintain confidentiality of records including but not limited to student’s test scores, academic documents, financial documents and passport copies.
* The Associate will assist the students in obtaining Declaration of Finances including the affidavit of support from the sponsor and the letter/attestation from the Bank. All financial documents provided by the bank must be emailed to IGS by the bank manager or authorized personnel for purposes of validation of documents.
* The Associate will assist the students with the preparation of Student visa application and submission of the application at the foreign consulate.
* The Associate will counsel the students before they go for obtaining visas in a Foreign Consulate. The Associate will refrain from making false claims about guarantee of visa or 100% success in interview. Mock interviews may be held to prepare students for the visa interviews by a competent and experienced staff member. The Associate must ensure that: a) the students are serious students; b) the students could reasonably fund their studies in the U.S.; c) the students have a definite plan for themselves after studies; d) the students have a high level of awareness of the institution they are going to attend.
* The Associate must counsel the students before they depart so that Foreign Universities / Colleges receive students who have reasonable expectations and are better prepared to deal with changes.
* The Associate will channel all correspondence with Foreign Universities and Colleges through IGS LLC only and will not communicate with them directly.
* The Associate will keep IGS LLC informed promptly about the receipt of admission letters, I-20s, and Visas by the students.
* The Associate will not carry out business transactions or dealings under the IGS LLC brand name or logo or any of its university clients.

**SECTION THREE**

NEW CONTRACTS

The Associate, its agents, assignees, successors will not promote, use, administer, manage, or enter into a contractual obligation directly or indirectly with any Foreign or Indian faculty, organization, corporation, institute, university, college, partnership, association to recruit
students for admission to Foreign universities / colleges without IGS LLC's prior, express and written consent. Termination of this agreement, whether voluntary or involuntary, will not relieve the Associate of its obligations in this section for a period of one year after such termination. The Associate will also not deal directly or indirectly or send any applications to foreign universities / colleges for a period of one year after such termination. Similarly, the Associate will also not deal directly or indirectly for arranging academic collaborations between Indian institutions and foreign universities / colleges for a period of one year after such termination.

**SECTION FOUR**

FORCE MAJEURE

Should the student recruitment and educational collaboration activities by IGS LLC and the Associate under and pursuant to this agreement, be prevented, materially hampered, or interrupted by reason of any fire, casualty, strike, unavoidable accident, act of God, war, epidemic, legislation, order, rule or decision of any legally constituted authority, or any other cause beyond their control and could not be avoided by exercise of due care, then IGS LLC and  Associate will not be obligated to perform and render services to one another during the continuance of such events.

**SECTION FIVE**

COMMISSION STRUCTURE

Applications: The Associate will use the IGS LLC CRM software (IGS LLC will create an account for the Associate) to upload any and all applications.

Commission: After the Associate’s student has been enrolled in the university, and after first semester fees have been paid in full at the university, IGS LLC will share the commission with the Associate on a 70:30 ratio. If the Associate submits applications through any of our channel partners, the Associate understands that the commission received will be at a reduced rate since it is a third-party operation.

Following one year of successful university and visa enrolments of minimum 15 students (in one year), IGS LLC will increase the share in commission with the Associate at an 80:20 ratio.

The Associate must create and submit and invoice to IGS LLC to receive commission for each enrolled student. IGS LLC will clear all Associate dues within seven days from the date the funds have been received by the partner university or channel partner.

Commissions are calculated on the net tuition fee paid by the student. If a student received scholarships, graduate assistantships, or any form of financial aid, the commission payable will be calculated less any financial assistance received by the student.

 **SECTION SIX**

GOVERNING LAW

It is agreed that this agreement will be governed by, construed, and enforced in accordance with the laws of the State of Texas, USA, or those of India.

**SECTION SEVEN**

ARBITRATION OF DISPUTES

All disputes, claims, and questions arising with respect to this agreement or any breach thereof are subject to arbitration. Either party may make a demand for arbitration by filing such demand with the other party within thirty (30) days after the dispute arises. Thereafter, arbitration will be conducted by three arbitrators in an arbitration proceeding conforming to
the Rules of the Foreign Arbitration Association, or the Rules of the Indian Council of Arbitration and the provisions of the Indian Arbitration and Conciliation Act, 1996 applicable to commercial arbitration.

**SECTION EIGHT**

TERMINATION

This agreement may be terminated by either party upon default or breach by the other party by giving said other party written notice of intention to so terminate, which notice will specify the default or breach, and such termination will become effective ninety (90) days following the receipt of such notice, provided such default or breach is not cured by the defaulting party prior thereto. Upon termination of this agreement, for any reason whatsoever: All rights and privileges granted to the Associate under and pursuant to this agreement shall immediately cease and revert to IGS LLC. IGS LLC will be free, without any obligation whatsoever to the Associate, to enter into an agreement with any other party, entity, corporation, upon such terms and conditions as IGS LLC will desire, and, any proceeds derived from such subsequent agreement will be exclusively that of IGS LLC.

 **SECTION NINE**

DURATION OF CONTRACT

The terms of this Agreement will be valid for three years commencing on the effective date, and will renew automatically from year to year thereafter unless otherwise terminated in accordance with the terms and conditions under this Agreement.

**SECTION TEN**

INTELLECTUAL PROPOERTY

IGS LLC and the associates ensures that all marketing materials or items considered intellectual property that include information about partner institutions are produced with the permission of that institution. No pictures, logos, or information is otherwise produced or created without the express authorization of that partner institution.

Information and intellectual property (including pictures, logos, brands and trademarks) from non-contracted or partnered institutions are not included in any marketing material, without the owner’s express written permission.

 **SECTION ELEVEN**

CONFIDENTIALITY

The Associate and IGS LLC hereby agree not to reveal the contents of this Agreement to any third party, including any Arbitration or Indian institution, during the life of this Agreement.

**SECTION TWELVE**

CONFLICT OF INTEREST AGREEMENT

In order to safeguard the activities and assets of IGS LLC, the Associate agrees to not pursue a direct partnership with any of the universities represented by IGS LLC. Should a conflict of interest develop over the course of the partnership, this agreement will be terminated with immediate effect.

**SECTION THIRTEEN**

INDEMNITY CLAUSE

IGS LLC agrees to indemnify and hold harmless the Associate against loss or threatened loss or expense because of the liability or potential responsibility of IGS LLC arising out of any claims for damages. The Associate also agrees to indemnify and hold harmless IGS LLC against loss or threatened loss or expense because of the liability or potential responsibility of the Associate arising out of any claims for damages.

***The parties have caused this Agreement to be executed by their duly authorized officers on the date indicated below.***

**Indo Global Studies LLC**

Ashok Kallam, CEO

Sign:

Date: 09-03-2023

**\*Enter Name of Company\***

Name:

Sign:

Date: 09-03-2023