Authorized Representative/Contract

between

University of Southern Indiana (USI)

And

An Authorized Representative (Contractor)

1. **PURPOSE:**

**University of Southern Indiana** (hereinafter University or USI), a non-profit public university under the laws of the State of Indiana, seeks to attract full time students from outside of the United States of America to study at its Evansville, IN campus.

**\_\_\_\_\_\_\_\_\_\_\_\_\_** (the Authorized Representative hereinafter Contractor) provides student recruitment services, including academic counseling and application assistance, to foreign educational institutions. The Contractor will work in accordance with AIRC (American International Recruitment Council) recruitment standards and NAFSA (Association of International Educators) code of ethics to promote and publicize USI and its programs to international students and encourage their enrollment to USI.

USI wants to engage the Contractor to recruit students to study at USI for both degree and non-degree programs.

1. **PARTIES:**

This Contract documents the agreement between USI and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Contractor).

1. **Contractor Information**

Name:

Address:

Phone #:

E-mail:

Point of Contact:

Social Security Number (SSN) or Federal Tax Identification Number (if available):

1. **University Information**

Name: The University of Southern Indiana

Address: Center for International Programs, 8600 University Boulevard, Evansville, IN 47712

Phone #: 812-465-1248

Point of Contact:

E-mail: cip.partners@usi.edu

1. **DEFINITIONS**
2. In this Contract:
3. 'Academic Programs' means the full-time registered courses offered by USI and made available to international students.
4. 'Tuition Fee' means the tuition and other fees for Academic Programs set by USI.
5. 'Full time study' means the amount of study for a particular Academic Program which is minimum of twelve (12) credit hours per semester at the undergraduate level and six (6) credit hours per semester at the graduate level
6. 'Laws' means the laws in force in the State of Indiana and the United States of America, and any other laws to which USI is subject.
7. 'Marks' means logos, trademarks, designs, and crests that belong to or carry the name of USI.
8. 'Prospective student' means a person who resides in a country other than the United States, and who intends to become, or who has taken any steps towards becoming a student.
9. 'Services' means the services provided by USI and described in the contract, and
10. 'Student' means a person who resides in a country other than the United States, and who holds a United States student visa and is currently enrolled in an Academic Program at USI
11. In this Contract, unless the contrary intention appears:
12. headings are for ease of reference only and do not affect the meaning of this contract.
13. the singular includes the plural and vice versa and words importing a gender include other genders.
14. other grammatical forms of defined words or expressions have corresponding meanings.
15. 'including' and similar expressions are not words of limitation.
16. Money is in United States dollars unless otherwise stated and a reference to 'US$', '$US’, ‘dollar', '$', or 'USD' is a reference to United States currency; and
17. **SERVICES AND RESPONSIBILITIES OF CONTRACTOR:**
18. Under this contract, the contractor must:
19. In accordance with USI procedures and requirements recruit and assist in the recruitment of international students (non-US citizens) to undertake USI academic programs
20. Inform prospective students accurately about the requirements of USI academic programs.
21. Remain updated about and follows the instruction of the U.S. Consulate regarding immigration procedures.
22. Use current information about institutions and their admissions criteria (including language proficiency), program offerings and their academic prerequisites; rate of graduation, tuition, fees and refund; personal expenses; scholarships; health insurance; calendar and academic support services as well as support services for international students; housing opportunities; the grounds on which the student's enrollment may be deferred, suspended or discontinued; work opportunities while a student and upon graduation and other matters of importance to the student and other relevant information regarding the admission, payment, and rules of the University
23. Promote USI academic programs with integrity and accuracy and recruit students in an honest, ethical, and responsible manner based on American International Recruitment Council (AIRC) standards and NAFSA code of ethics.
24. Assist student applicants through the application process and make sure that all necessary evidence and documents accompany a student’s application and acceptance of offer.
25. Only undertake promotional and marketing activities that are connected to or refer to USI that are authorized by USI in writing.
26. Take no action that will result in USI’s non-compliance with any US laws or regulations or any local or national laws or regulations of the country or countries in which the Contractor operates.
27. Submit an invoice in accordance with USI requirements for commission payment.
28. Support the prospective student with the visa application process and immigration guidance.
29. In accordance with United States Citizenship and Immigration Services (USCIS) regulations, USI will issue an I‑20 to an admitted student only upon receipt of the Financial Statement Form signed by the student and sponsor, a financial guarantee (Bank statement/letter), and a copy of the student’s passport.  If the Contractor completes an application form on a student’s behalf, they must input student’s information and will forward all USI documents to the student directly.
30. Disclose the agency fee structure to any prospective student and not charge students for documents issued by USI such as admission letter and I-20
31. The Representative must inform prospective students that:
32. students who come to the United States on a student visa must have a primary purpose of studying and must study on a full-time basis.
33. personal information provided may be made available to Federal and State agencies in

compliance with local law

1. USI is required by law to inform the Federal government of any changes to the student's enrollment status or other changes of condition which may relate to visa status.
2. Under this contract, the Contractor must not:
3. Engage in any dishonest practices, including suggesting to prospective students that they can come to the United States on a student visa with a primary purpose other than full time study.
4. Facilitate applications for students who do not comply with visa regulations.
5. Does not knowingly provide false or misleading records of student academic achievement, preparation, and financial capability. Further, the agency ensures that essays and/or statement of purpose are originally created by the student to whom they are attributed.
6. Make any representations or offer any guarantees to students about whether they will be granted a student visa or about the likelihood of awards of financial aid or scholarships.
7. Commit USI to accept any prospective student into an academic program and must not make representations to the contrary
8. Collect any tuition, room and board or any other USI fees from current and prospective students.
9. **RESPONSIBILITIES OF UNIVERSITY:**
10. The University must use reasonable endeavors to:
11. Give the Contractor sufficient information to enable the Contractor to conduct the services and provide annual training on procedures and services offered at the University.
12. Communicate changes to policy and procedures and the academic programs and course list and provide new and updated promotional material when available.
13. Ensure to the best of its ability that complete applications will be processed promptly.
14. Duly process all applications received but the University is under no obligation to accept any prospective students referred by the Contractor who do not meet admission criteria.
15. **CONTRACTOR FEES:**
16. For providing the services outlined in the section “Services and Responsibilities of Contractor”, the University agrees to pay:
17. Seventeen percent (20%) of US non-resident tuition paid in full by international (non-US citizens) students recruited by Contractor who enroll in academic programs (excluding the Intensive English Program at USI) for up to two consecutive semesters (no fees paid for summer sessions or for more than two semesters per student). A student list will be provided by USI to the contractor detailing students who have paid by the end of the third week of class. The list will be included with the invoice submitted to USI by the contractor. USI agrees to pay the fee to the Contractor after validating the student list and the invoice, 30 days following receipt of Contractor’s invoice, in two (2) separate payments, each made within sixty (60) days of the commencement of the semester. Invoices should be emailed to USI ACCOUNTS PAYABLE at uofsouthernindiana@easyaccessap.com directly by the vendor AND COPY THE CENTER FOR INTERNATIONAL PROGRAMS at cip.partners@usi.edu to confirm that the student was recruited by the contractor.
	1. USI will only make payment on student accounts that have been paid in full.
	2. No fee is payable by USI to the Contractor where:
		1. A student recruited by the Contractor withdraws from his or her academic program within thirty (30) days after commencement of the academic program.
		2. A student recruited by the Contractor is accepted to USI but is not granted a visa.
		3. A student recruited by the Contractor is eligible to receive Title IV program funds under the Higher Education Act of 1965.
18. Fifteen percent (20%) of tuition paid in full by international (non-US Citizens) students recruited by Contractor who enroll in the Intensive English Program for up to two consecutive 8-week terms.
	1. USI agrees to pay the fee to the Contractor, following receipt of the Contractor’s invoice, in one (1) payment made within 60 days of the commencement of the second term.
	2. USI will only make payment on student accounts that have been paid in full.
	3. No fee is payable by USI to the Contractor where:
		1. A student recruited by the Contractor withdraws from his or her academic program within thirty (30) days after commencement of the academic program.
		2. A student recruited by the Contractor is accepted by USI but is not granted a student visa.
		3. A student recruited by the Contractor is eligible to receive Title IV program funds under the Higher Education Act of 1965.
19. **ASSIGNMENT, TRANSFER, AND SUBCONTRACTING:**

There will be no assignment or transfer of this Contract, or of any interest in this Contract, unless both parties agree in writing. No services required under this Contract, may be performed under subcontract unless both parties agree in writing. Notwithstanding any subcontract, the Contractor remains fully responsible for performing its obligations under this Contract.

1. **GOVERNING LAW; JURISDICTION AND VENUE**

This Contract shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Indiana (not including the choice of law rules thereof). Each party agrees that any action brought by any party arising out of or in any way connected with or related to this Contract, whether federal or state, shall be brought and maintained exclusively within Vanderburgh County in the State of Indiana, and each party does hereby waive all questions and defenses premised upon personal jurisdiction or venue for purposes of carrying out this provision.

1. **TAXES:**

Each party is solely responsible for all tax consequences to that party arising directly or indirectly from any of the anticipated transactions in the Contract. Each party is solely responsible for obtaining its own independent tax and legal advice regarding all such tax consequences.

1. **NO EXCLUSIVITY:**

This Contract does not establish an exclusive relationship between USI and the Contractor. The University may at any time engage other contractors to assist in its recruitment efforts.

1. **INDEMNIFICATION:**

The Contractor agrees to defend, indemnify, and hold USI harmless from any and all losses, damages, and claims that may result to the University because of the activity of the Contractor, his/her/its agents and/or employees.

1. **ACCESS TO RECORDS:**

A. The Contractor shall adequately account for and maintain reasonable records for his/her/its performance and allow access to these records by the University as may be necessary for audit purposes and in determining compliance with the terms of this Contract.

B. All records pertaining to this Contract must be retained by the Contractor for a period of five years from the completion date of this Contract. If any litigation, claim, or audit is started before the expiration of the five-year period, the records must be retained until the litigation, claim or audit findings have been resolved.

1. **FERPA**

For any “Personally Identifiable Information” that is subject to the requirements of the Family Educational Rights and Privacy Act and any regulations promulgated hereunder (collectively, “FERPA”), Contractor agrees to keep such Personally Identifiable Information confidential and to handle such information in accordance with the requirements of FERPA, including, where applicable, to use such information only for the purposes set forth herein and to refrain from disclosure of such information to any party who does not have a legitimate interest in such information. The university and the Contractor acknowledge that the services or functions to be performed by Contractor related to Personally Identifiable Information subject to FERPA (e.g., education records) are services or functions that a university employee otherwise would undertake, and that there is a legitimate education interest in disclosing the education records to perform the services or functions. This provision shall survive expiration and termination of this Contract.

University’s ability to provide information about a student’s grades, conduct, and other matters to the student’s parents, to Contractor, and to any other person is restricted by FERPA. Disclosure of such information may only be made if the student signs a written release specifying the information that may be communicated and the persons to whom it may be communicated.

1. **Privacy Law Compliance and Protected Information**

Due to the nature of the services provided by Contractor under this Agreement, Contractor may have access to student passport, visa, banking, and/or other private information of students applying for admission to University. Contractor shall protect all student personal data or private information with the same diligence that it protects its own private or proprietary information and shall not disclose to any third party, other than with the permission of and for the benefit of the student. Contractor shall comply with any State, Federal, or applicable International privacy laws regarding students’ personal data or private information obtained by the Contractor in the course pursuing Contractor’s responsibilities outlined within this Agreement. This may include, but is not limited to, the General Data Protection Regulation (GDPR).

1. **MODIFICATION:**

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party that are not contained in this Contract are valid or binding. This Contract may not be enlarged, modified, or altered except by written amendment by the parties.

1. **SEVERABILITY:**

If one part of this Contract is held to be illegal, void or in conflict with any Indiana law, the validity of the remainder of the Contract remains operative and binding.

1. **NOTICE:**

All notices related to this Contract must be in writing and sent by prepaid airmail or electronic mail to the contact persons at the addresses provided for in this Contract. A party, which changes its contact person, its address, or electronic mail address, must give immediate notice to the other party.

1. **INDEPENDENT CONTRACTOR:**

The Contractor is retained by the University only for those purposes and to the extent set forth in this Contract, and the Contractor’s relation to the University shall during the term of this Contract be that of an independent contractor, and not an agent or employee of the University. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plan, arrangements, or distributions by the University pertaining to or in connection with any qualified pension or retirement plan or providing any other health or welfare plan with similar benefits for regular University employees. The Contractor shall be responsible for the payment of any taxes on any monies received from the University.

1. **USE OF ILLEGAL ALIENS:**

In compliance with the requirements of the State of Indiana, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

1. **TERMINATION:**

The University may, by written notice to the Contractor, terminate this Contract without cause. The University must give notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination without cause. The University may also, by written notice to the Contractor, terminate this Contract with cause, upon a breach by Contractor of any of the terms, conditions, or obligations of Contractor under this Contract. Any such termination for cause by the University shall be effective immediately upon delivery by the University of written notice of such termination to Contractor. Any notice required by this Contract shall be effective when transmitted by fax or e-mail to the contact information set forth above, or when delivered by overnight carrier to the address set forth above.

1. **EFFECTIVE DATE AND DURATION:**

The contract term is for a period of one year beginning on the date of the last signature. The Contractor shall commence performance upon receipt of a signed and fully executed Contract from USI. After the initial one-year term, renewals of the Contract, by mutual agreement of both parties, may be made at two-year intervals or any interval that is advantageous to USI.

**For Contractor: For University:**

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Signature Date Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ Steve Bridges\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Printed) of Representative listed on Page 1 Vice President for Finance and Administration

International Student Applicant Cover Sheet

**Applicant Information**

First Name:

Surname/Family Name:

Date of Birth:

**Entry Term & Year**

 Fall: Spring: Summer:

 Fall II: Spring II:

*Fall II and Spring II terms are only available for students starting in the Intensive English Program.*

**Application Type:**

**Level of Application:**

**Major:**

**Consulting Agency:**

**Name of agency official:**

**Signature: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_**