



Agape English Language Institute

Columbia and Greenville, South Carolina, USA

Quality Instruction • Affordable Cost • Friendly Atmosphere • Homestays

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AGENCY/SCHOOL AGREEMENT

This document (herein “Agreement”) is between **Agape English Language Institute** (herein “AELI”) and _____ (herein “Agency”) for AELI’s programs in Columbia and Greenville, South Carolina, USA. AELI and the Agency agree as follows:

1. Appointment of this Agency as a representative of AELI

1.1 Authorization to recruit students

AELI **authorizes the Agency to recruit students for AELI** in accordance with the terms and conditions of this Agreement. AELI and the Agency agree that this appointment is not exclusive.

1.2 Recruitment of Students

- The Agency agrees to recruit students for AELI **only by lawful, ethical, and proper means**. The Agency agrees that in all recruitment activities, the interests and well-being of the student or prospective student are most important. The Agency agrees to make only true and justifiable claims about AELI’s instructional program and other services provided, and to clearly and accurately represent AELI in the Agency’s recruiting efforts. (*Agency may refer to relevant portions of the NAFSA Code of Ethics at www.nafsa.org and to the Marketing and Recruiting standards of the American Association of Intensive English Programs at www.aaiep.org*)
- The Agency will provide accurate information about AELI in all promotional material that the Agency produces or distributes about AELI. AELI’s website (www.aeliusa.com) is the primary promotional tool which AELI encourages the Agency to refer prospective students to for more detailed information about AELI. If the Agency produces promotional literature about AELI’s programs, the Agency agrees to provide AELI with copies of these materials on request. Agents are not employees of Agape. The only title which the Agency may use of itself in printed materials and in connections with Agape is “representative.” The Agency recognizes that the printed promotional materials prepared by AELI (see 2.1 below) may be costly, and agrees to carefully distribute these materials to persons and/or organizations that show a sincere interest in AELI programs.
- The Agency may help any prospective student to complete the application for admission to AELI, and to gather other required documents for students who are requesting an I-20 from AELI. The Agency agrees to forward all completed forms and documents to AELI. The Agency will inform students that acceptance by AELI is made only with the approval of AELI, which reserves the right to accept or refuse any prospective student. If the Agency completes an application form on a student’s behalf, the Agency affirms that **the Agency has explained the form, AELI’s fees, and AELI’s Withdrawal and Refund policy to the student.**
- The Agency may calculate and accept any applicable fees (herein, “**Total Payment**”) from a prospective student based upon the current rates published by AELI.
- The Agency may deduct any commission payment due the Agency from payments collected. The Agency will forward the remainder of the payments collected to AELI promptly upon receiving these payments. The Agency will inform a student of AELI’s actual tuition and fees when this information is requested by

the student.

- The Agency may charge a prospective student a fee for costs to the Agency for services provided to the prospective student. The Agency agrees that any such fee will be reasonable and will be communicated to AELI if AELI requests.
- If a student **cancels or withdraws** from the admission process prior to the published application/deposit deadline, the Agency agrees to forward the full deposit from AELI back to the canceling student, minus any cancellation fees. Application fees are nonrefundable. If a student cancels or withdraws because his or her request for a visa is denied (even after the published application/deposit deadline), the Agency agrees to forward the full deposit from AELI back to the canceling student, minus application and any service/cancellation fees. If a student cancels or withdraws after he or she obtains the visa, the Agency will not return any fee to the student. The Agency will **release AELI from any liability** in regard to any claims made by a canceling student against AELI for the Agency's failure to return any tuition fees (i.e., as a result of cancellation fees) kept by the Agency. **Any unearned commission as a result of student cancellation will be returned to AELI.**
- The Agency **will not make any agreements on behalf of AELI** or in any way communicate to a prospective student that the Agency has any authority to legally bind AELI. Only AELI can decide whether to accept a student applicant. The Agency has **no authority to make a contract on behalf of AELI** to any student, organization, or other entity.

2. Duties of AELI

- 2.1 AELI agrees to issue an authorization letter to the agent, giving him non-exclusive rights to represent AELI as an agent to recruit students.
- 2.2 AELI agrees to deal with students and with the Agency in **lawful, ethical, and proper ways**. AELI agrees that the interests of the student or prospective student are most important, and AELI will present clear, accurate, and complete information about itself to the Agency and to students.
- 2.3 AELI agrees that it will periodically send the Agency a **reasonable supply of promotional materials** (for example, brochures) and maintain current information on AELI's website (www.aeliusa.com). AELI agrees that these promotional materials will be given to the Agency free of charge.
- 2.4 AELI agrees to inform the Agency in writing of any **changes in fees or services**.
- 2.5 AELI agrees that it will **consider each application** submitted by a prospective student for admission to AELI.
- 2.6 AELI agrees to follow up promptly on any **questions or requests** for information made by or through the Agency.
- 2.7 AELI will **interview each student** who comes to AELI through the Agency in order to monitor the quality of the services provided by the Agency and to ensure that the recruitment and processing of the student has been done lawfully, ethically, and properly. AELI invites the Agency to do the same of any students who have been enrolled in AELI's program after having been recruited by the Agency.
- 2.8 AELI agrees to keep **confidential** all information about the Agency's operations.
- 2.9 AELI agrees to pay a **commission** to the agent for each student that the Agency places in AELI's program, according to the following rates:

Length of Study in Regular Session	Commission Rate (USD)
4-7 weeks	250.00 (25%-16.67 of tuition)
8+ weeks	20% of tuition
Special Programs	Commission Rate (USD)
Summer Vacation/Study	10% of total student payment (excluding application fees)
Private Instruction	15% of tuition

3. Termination of Agreement

Either AELI or the Agency may terminate this Agreement for any reason with thirty (30) days prior written notice to the other party. Breach of the terms of this agreement by either AELI or the Agency allows for immediate written termination of the agreement. If either AELI or the Agency terminates this Agreement, AELI agrees to pay any money owed to the Agency within thirty (30) days after the termination.

4. The Agency's Expenses

Unless otherwise stated in this Agreement, the Agency will be fully responsible for all expenses that it has in carrying out this Agreement.

5. The Agency's Agents

- 5.1 The Agency may appoint one or more agents to act on its behalf to carry out this Agreement. The Agency agrees that the Agency's agents will work under the Agency and must follow this Agreement.
- 5.2 The Agency agrees to supervise and pay its own agents, and to be fully responsible for the actions of its agents. The Agency agrees that AELI is not liable for the actions of the Agent's agents.

6. Limitation of Liability:

Unless otherwise specifically stated in this Agreement, neither AELI nor the Agency will be liable for any liability, claims, losses, costs, expenses, injuries, or damages to which the other may be subject as a result of any activities in connection with this Agreement. This does **not** relieve either AELI or the Agency from liability for its own actions.

7. Date and Signatures

This agreement is made on this date _____.



Signature

Dr. Raj Aluri, President
Agape English Language Institute
for Internationals, USA

Signature

Agent's Name _____
Agent's Title _____
Agency Name _____