

AGENT AGREEMENT

University of North Texas (UNT)
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Denton, TX 76203
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E-mail: international.agent@unt.edu
Websites:

- <http://www.unt.edu>
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North America Study Co., Ltd
128/339 Phayathai Plaza Building
UNIT F, Level 31,
Bangkok 10400 Thailand
Phone: [REDACTED]

Fax: [REDACTED]
E-mail: [REDACTED]
Email: www.northamericastudy.com

This Agent Agreement (“Agreement”) is entered into by and between the University of North Texas (hereinafter called “UNT”) and the named international student recruiting agent (hereinafter called “Representative”).

Purpose of Agreement

North America Study Co., Ltd is formally accepted as a representative of UNT for the purpose of providing program information and recruiting prospective international students, who are residing in foreign countries and are not eligible for federal student assistance, for UNT degree and Intensive English Language Institute (hereinafter called “IELI”) programs.

This is not an exclusive Agreement, and UNT may make similar agreements with other representatives within the same country, state, province, region, city, etc.

Term of and Termination of Agreement

The term of this Agreement shall take effect on October 1, 2020 and upon execution of this Agreement by both parties and, unless earlier terminated, will continue for a period of two (2) years from that date. This Agreement shall automatically renew for one additional term of one year, unless either party provides the other party with written notice of its intent not to renew at least ninety (90) days prior to the termination of the current term.

This Agreement may be terminated by either party upon sixty (60) days advanced written notice. Upon termination, no further commission will be paid for continuing students referred to UNT degree and IELI programs by the Representative. Representative shall be entitled to compensation for services rendered through the effective date of termination.

Termination or Amendment as a Result of Governmental Regulations

If any of the terms or conditions of this Agreement would: (a) violate any federal or applicable state statute, rule, regulation, or administrative or judicial decision; (b) subject any individual to any excise tax or other form of monetary penalty; or (c) jeopardize UNT's status as an organization described in Section 115 of the Internal Revenue Code of 1986 or any successor provisions, then UNT may alter the terms of this Agreement so that it no longer violates the same, no longer subjects any individual to any excise tax or other form of monetary penalty, or no longer jeopardizes UNT's status as a Section 115 organization. In the event UNT alters the terms of this Agreement, the Representative shall have the option of terminating this Agreement by providing written notice to UNT.

Ethical Practices

Fundamental to this Agreement is the Representative's commitment to represent UNT with integrity, providing accurate and complete disclosure of all relevant information necessary for a potential applicant to make an informed decision about enrolling in UNT and/or IELI. The Representative has read and agrees to comply with the Code of Ethics published by NAFSA: Association of International Educators, which is incorporated into this Agreement by reference. UNT agrees to provide up-to-date brochures, applications, costs, and comprehensive information and materials to assist the Representative in providing clients with current, accurate information. No attempt shall be made by either party to deceive potential students about the existence of this contractual relationship.

Hold Harmless and Indemnity

UNT and IELI retain all rights pertaining to the admission, non-admission, or dismissal of an applicant, and UNT and IELI are under no obligation to admit students recruited by the Representative. UNT and IELI regular policies regarding admissibility will be followed in all cases. UNT shall have no responsibility to or for students recruited by Representative except to provide the usual and customary UNT degree and IELI program, classes, or other UNT and IELI-sponsored activities. UNT shall not be responsible for the travel arrangements or financial obligations of students recruited by Representative. Representative shall hold harmless and indemnify UNT from and against any liability, injury, illness (including medical expenses), death, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against UNT arising out of the negligent acts or omissions of Representative including, but not limited to any violation of 20 U.S.C. §1094(a)(20) and/or 34 C.F.R. §668.14(b)(22)(i).

Choice of Law and Forum

This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The parties agree that the state and federal courts sitting in Texas will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts.

Independent Contractor

Representative shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Representative shall not act or hold himself out to third parties as a partner, employee, or agent of UNT or IELI in the provision of the services. UNT shall not have or exercise such control over the manner in which the services are provided as would jeopardize the status of Representative as an independent contractor. UNT will not withhold federal or state income tax or Social Security tax on behalf of Representative. In addition, Representative shall have no claim under this Agreement or otherwise against UNT for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement

benefits, disability benefits, or employee benefits of any kind. Representative shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Representative, the parties hereto mutually agree that both Representative and UNT shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

Fees and Payment

The student's completed application form must clearly be identified as being initiated by the Representative in order for payment of commission to be made. The Representative may not retroactively identify students as clients.

Commission will be paid as follows:

- A flat fee of US \$3,000 will be paid for a student who resides outside of the U.S. at the time of application to UNT and who enrolls full-time in a UNT degree program, paid out in two installments: 1) US \$1,500 upon enrollment in the first semester of the UNT degree program; and 2) US \$1,500 upon enrollment in the second semester of the UNT degree program. Full-time enrollment for degree-seeking students is defined as a minimum of twelve (12) semester credit hours of enrollment for undergraduate students and as a minimum of nine (9) semester credit hours of enrollment for graduate students.
- A flat fee of US \$1,500 will be paid for an international student who transfers to UNT from an institution located in the U.S.A. and who enrolls full-time in a UNT degree program, paid out in two installments: 1) US \$750 upon enrollment in the first semester of the UNT degree program; and 2) US \$750 upon enrollment in the second semester of the UNT degree program. Full-time enrollment for degree-seeking students is defined as a minimum of twelve (12) semester credit hours of enrollment for undergraduate students and as a minimum of nine (9) semester credit hours of enrollment for graduate students.
- A flat fee of US \$500 will be paid for a student who enrolls full-time in IELI only, upon enrollment in the first term of IELI. Full-time enrollment in IELI is defined as enrollment in both the Communication and Writing courses.

Commission payment will be made after full payment for the course period has been received from either the student or Representative, and after the refund date for the period of instruction. No full or partial commission will be paid for students who partially or fully withdraw before the refund date.

Representative must present an invoice each period of instruction by the twelfth class day. In the event it is determined that payment of a commission would violate 20 U.S.C. §1094(a)(20) and/or 34 C.F.R. §668.14(b)(22)(i), no payment shall be made, that commission shall be deemed to be unearned under this Agreement, and if any payment was made prior to such determination it shall be refunded immediately.

UNT shall pay the applicable fees in accordance with Chapter 2251 of the Texas Government Code. Representative must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Additional Fees Charged by Representative

If any fees are charged to a Representative's client above and beyond those charged by UNT and IELI, such fees must be fair and reasonable. An accounting of such fees and of the services rendered for them must be sent to UNT. The Representative must make actual UNT and IELI fee schedules available to students.

Admission and Issuance of I-20 Forms

In accordance with federal regulations, UNT and IELI will issue form I-20 only upon receipt of a written application form signed by the student him/herself and verification of financial resources for the duration of the course of study. UNT and IELI retain all rights pertaining to the admission, non-admission, or dismissal of an applicant. UNT and IELI regular policies regarding admissibility will be followed in all cases. Students who are admitted to UNT and/or IELI will be individually responsible for securing their student visa and neither UNT nor Representative will assume or make statements alleging eligibility of admitted students in regards to their visa.

Promotion and Use of the UNT Name

The name of the University of North Texas is not to be used in any publication, advertisement, or news release without prior approval of UNT. Any copyrights or publication rights arising from or relative to materials developed by UNT in connection with this Agreement shall belong to UNT. The only title which may be used in printed matter and in connection with the name of UNT is "Representative for the University of North Texas" and "Representative of the University of North Texas, Intensive English Language Institute." Promotional materials published by UNT may be distributed without prior approval of UNT as long as this Agreement is in effect.

UNT and IELI reserve the right to change admission policies, costs, dates of instructional periods, and any other policy or procedure. Representatives will be notified immediately upon any change and provided with current information for distribution.

Dispute Resolution

UNT is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UNT and Representative to attempt to resolve any claim for breach of contract made by Representative that cannot be resolved in the ordinary course of business. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by either party; (ii) neither the execution of this Agreement by UNT nor any other conduct, action, or inaction of any representative of UNT relating to this Agreement constitutes or is intended to constitute a waiver of UNT's or the state's sovereign immunity to suit; and (iii) neither party has waived its right, if any, to seek redress in the courts.

No Assignment or Delegation.

This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

Israel Non-Boycott Verification.

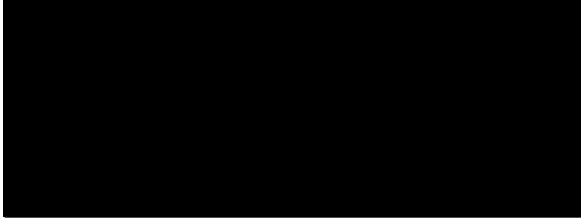
If this Agreement is subject to Texas Government Code Section 2270.002, Representative hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Disclosure of Student Information

Any disclosures of student information for the purposes of this Agreement shall be in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA). UNT shall release information to the extent required by the Texas Public Information Act and other applicable law.

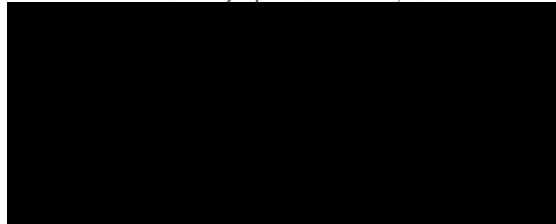
SIGNATURES

UNIVERSITY OF NORTH TEXAS



Date: 10/21/2020

NORTH AMERICA STUDY CO., LTD



Date: 11/09/2020



Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.