

INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

students' enrolling in the Agency's services. The Agency will take reasonable measures necessary for prospective applicants to understand and acknowledge the nature of the relationship between the Agency and the University. The Agency agrees to provide any published material that references the University to the University for review and approval prior to distribution;

- b. Promotion and publicity of educational opportunities at the University to ensure that the quality and value of attending the University are widely advertised to prospective applicants who have the necessary educational background, intellectual capacity, an motivation to succeed as students at the University;
- c. Recruitment of nonresident, international applicants for enrollment in ~~the~~ ~~University~~ ~~at~~ ~~the~~ ~~University~~ ~~consistent~~ ~~with~~ ~~the~~ ~~undergraduate~~ ~~requirements~~, ~~academic~~ ~~guidelines~~ ~~and~~ ~~policies~~, ~~and~~ ~~immigration~~ ~~requirements~~ ~~of~~ ~~the~~ ~~United~~ ~~States~~ ("US"). Such recruitment activity will not include students who would have otherwise attended the University or were contracted first by another entity besides the Agency;
- d. Distribution of accurate and ~~update~~ ~~information~~ to prospective applicants, as provided or verified and approved by the University, including but not limited to the following: admission criteria, processes, procedures, and required documents; ~~academic~~ ~~programs~~; academic calendar; location and weather; facilities, including accommodations; tuition, fees, and cost of attendance;
- e. Offering of services related to application to the University, including ~~one~~ ~~of~~ ~~the~~ ~~services~~ counseling, arranging interviews with University representatives visiting the Agency's facilities, assisting applicants throughout the admission process, assisting admitted students with visa applications, and related ~~other~~ ~~services~~;
- f. Forwarding completed admission applications to the University in advance of relevant application deadlines;
- g.

University liaison prior to publication, online or in print. Except as otherwise expressly provided herein, Agency will use the University or the Board of Regents of the University System of Georgia's name, either alone or in connection with another word or words, nor shall it use the proprietary marks, trademarks, service marks, trade names, symbols, logos, or designs ("Trademarks"), for any purpose whatsoever (including, but not limited to, any press release, sales or marketing publication or correspondence, advertisement, or communication), without the express prior written approval of the University Agency. Agency acknowledges that by this Agreement it acquires no right, title or interest

- i. Make any representations or offer any guarantees or promises to prospective students concerning any individual student's projected English language progress beyond materials provided by the University;
 - j. Send to University any applications of potential students who have not complied with immigration or admissions requirements;
 - k. Contest the University's policies and procedures regarding academic progress, attendance requirements, and academic integrity;
 - l. Collect any money from students on behalf of the University for the payment of tuition and fees or any other purpose. The University shall bill and collect all tuition and fees for students recruited by the Agency either directly from the student or from the relevant third party sponsor;
 - m. Recruit, or expect to receive tuition payment for, any student who is a citizen or permanent resident of the US; or
 - n. Request additional compensation, outside of relevant and appropriate student commissions, for any purpose, including but not limited to: marketing, advertising, visiting campus, or personnel expenses incurred in the performance of this Agreement.
4. University Responsibilities. The University will assume the following responsibilities:
- a. Providing up-to-date written materials or website links that include information on
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 - n.

- g. Appointing a liaison responsible for all matters concerning this Agreement, including communication within the University and with the Agency. This Agreement and any

	Email:cody.marschalk@ung.edu Email: legal@ung.edu
Agency	Attn: Address: Phone: Email:

13. Force Majeure. Neither Party shall be liable to the other Party for any delay or failure of performance outside the reasonable control of the affected Party, including but not limited to fires or other casualties or accidents, acts of God, severe weather conditions, labor disputes, or war or other similar acts.
14. Language and Governing Law. The Parties agree that this Agreement is drawn up in English, and in the event the Agreement is also drawn up in another language and a conflict exists between the English and other language versions, the English version shall govern. The Parties further agree that this Agreement will be governed by and construed in accordance with the laws of the State of Georgia without regard to any conflict of laws rules or any other rules directing referral to foreign law or forums. ~~Not~~ This Agreement is intended to waive the sovereign immunity of the State of Georgia or its agencies, officers, employees and instrumentalities.
15. Severability. The various provisions of this Agreement are severable, and if any provision is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
16. Counterparts. This Agreement may be executed in any number of counterparts or through the exchange by facsimile or other electronic means ~~which~~ duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Agreement and all matters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures.
17. Entire Agreement. This Agreement is the entire agreement between the Parties and replaces and supersedes any other prior oral or written agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be duly executed.

The Board of Regents of the
University System of Georgia,
By and on behalf of the
University of North Georgia

AGENCY FULL LEGAL NAME

James Shore
Its: Interim SVP of Business & Finance
Date:

PRINTED NAME
Its: TITLE
Date:DATE

*If you need this document in an alternate format for accessibility purposes, email global@ung.edu or call 706867-2858.