



Education Agent Agreement

This agreement entered into this day of is made between the following parties:

Saint George's University Limited ("SGU")

University Centre
Grenada, West Indies

AND:

Agency Name: ("the Agent")

Address:

Email:

Website:

Telephone:

Managing Director:

1. Purpose

- a. SGU wishes to appoint on a non-exclusive basis as a representative of SGU to recruit qualified students from ("the Territory") into programs offered by SGU.
- b. It is understood that any and all references herein to the term "student" also includes the parent(s)/legal guardian(s) of the student or prospective student.

2. Appointment of the Agent

- a. SGU hereby appoints the Agent as its non-exclusive agent in the Territory for the promotion of SGU and the recruitment of students for enrolment into programs at SGU, in accordance with the admission standards and policies of SGU and/or any other guidelines agreed by the parties. Agent hereby agrees to act in that capacity, subject to the terms and conditions of this Agreement.
- b. The Agent shall not recruit students for SGU:
 - i. Who are not financially qualified to pay the tuition and cost of living during the years of study
 - ii. Who are not academically qualified to meet the admission requirements of SGU
 - iii. US citizens or permanent residents of the United States who are Title IV eligible.
- c. If the Agent wishes to expand its services beyond the Territory, it may only do so with the consent of SGU and by written amendment to this Agreement.
- d. The parties agree that this is not an exclusive relationship and that Agent may represent other institutions.



3. Responsibilities of the Agent

- a. Under this Agreement, the Agent shall:
 - i. Promote SGU and its programs in the Territory.
 - ii. Recruit and assist in the recruitment of prospective students to enroll in SGU programs in accordance with the current policies and procedures of SGU.
 - iii. Provide prospective students with any necessary information required for the student to make an informed decision, including admission requirements, tuition fees, cost of living, visa requirements, and prospects upon graduation.
 - iv. Assist in completing and submitting application forms to SGU.
 - v. Conduct training sessions as specified by SGU.
 - vi. Agent is responsible for advising SGU of any business registration requirements that must be satisfied in order for Agent to represent SGU in the Territory.

- b. In performing these services, the Agent shall:
 - i. Promote the School with integrity and accuracy and recruit prospective students in an honest and ethical manner.
 - ii. Accurately inform prospective students about SGU's admission requirements using only material provided or approved by SGU.
 - iii. Take reasonable steps to confirm the accuracy of information provided by prospective students in their application.
 - iv. Ensure that only signed and completed applications are submitted to SGU.
 - v. Ensure that all required supporting documentation accompanies each application.
 - vi. Ensure that the student follows all processes necessary for matriculation at the University.
 - vii. Only engage in SGU promotional and marketing activities that have been approved by SGU.

- c. In performing these services, the Agent must NOT:
 - i. Engage in false or misleading advertising or recruitment practices including, but not limited to, misleading comparisons with any other education provider or their courses, or inaccurate claims regarding any association between SGU and any other education provider.
 - ii. Create or use any literature, advertisements, brochures, flyers, materials of any sort which promote SGU without SGU's prior review and approval.
 - iii. Facilitate applications by students who do not meet the visa criteria or make any guarantees to applicants about the likelihood of obtaining the necessary visas to complete the program of study.
 - iv. Give false or misleading information relating to course fees or acceptance into a program.
 - v. Receive or bank course fees payable to SGU by a prospective student.
 - vi. Add or deduct any fees from the amount payable by the student to SGU.
 - vii. Commit SGU to accept any prospective student into a program.



- viii. Recruit or attempt to recruit a prospective student who the agent knows to have engaged the services of another Agent of SGU. If a prospective student decides to change Agents, a written notice should be sent by the student to the SGU Office of Admission authorizing the change.
 - ix. Sign or encourage others to sign official documents, such as the application form, on behalf of the prospective student.
- d. The Agent must ensure that all staff of the Agent are aware of the responsibilities stated herein.
 - e. Unless SGU agrees otherwise in writing, the cost of advertising and promotional activities undertaken by the Agent will be borne by the Agent.

4. Responsibilities of SGU

Under this Agreement:

- a. SGU shall provide sufficient information to enable the Agent to perform its duties under this Agreement. SGU will provide the Agent with complete and up-to-date information on SGU with regard to programs, course structure, fee schedules, admissions policies and other important aspects so as to assist in the proper counseling of prospective students.
- b. SGU will provide the Agent with up-to-date and accurate marketing materials
- c. SGU will assess completed applications from prospective students within the time frame equivalent to applications received through non-Agent channels.
- d. SGU will pay any earned fees pursuant to the terms of this Agreement.
- e. SGU is not required to accept any prospective student referred by the Agent.

5. Agency

Nothing in the Agreement creates a legal agency relationship between SGU and the Agent. The Agent is not authorized to and shall not:

- a. Make or purport to make, any representations on behalf of SGU, other than is expressly authorized in writing by SGU; or
- b. Enter, or purport to enter, into any agreement or undertaking on behalf of SGU.

6. Confidentiality

Under this agreement, the Agent must keep confidential:

- c. The terms of this agreement
- d. All information provided by SGU that is identified as confidential, whether identified orally or in writing.
- e. All academic and personal information about applicants to SGU.

7. Fees Payable to the Agent

- a. The fees payable are set out in Schedule 1 attached.
- b. Subject to the provisions of this clause, SGU will pay the Agent's fee for each student who:
 - i. Is recruited by the Agent; and
 - ii. Is matriculated in a program; and



- iii. Has paid the tuition fees to SGU, net of institutional scholarships provided to the student.

- c. For the purposes of this Agreement, the Agent is regarded as having recruited the student under this Agreement if the Agent submits the student's signed application for enrolment and that application also bears the Agent's name.

- f. An Agent's fee is not paid where a prospective student applies directly to SGU.

- g. No Agent's fee is payable unless the Agent has submitted an invoice in a form approved by SGU. Two separate invoices should be submitted by the Agent. The first invoice should be submitted ten (10) weeks after the start of Term 1 and the second invoice should be submitted ten (10) weeks after the start of Term 2.

- h. SGU shall pay the fees payable under this clause within 30 days of receipt of a valid invoice from the Agent.

- i. No Agent fee is payable if a student recruited by the Agent falls within the non qualifying student categories set out in paragraph 2.b above.

8. Assignment and Sub-contracting

- a. The agent may not assign this Agreement or any right under this Agreement without the prior written consent of SGU.

- b. The Agent may not sub-contract the performance of any of its obligations under this Agreement to any person(s) without the prior written consent of SGU.

- c. The Agent remains liable for performing its obligation under this Agreement.

9. Performance review

May include, but is not limited to, the following:

- a. Regular review by SGU of the Agent's performance, including a review of inquiries and outcomes.

- b. Review of Agent's promises and representation at promotional events.

- c. Surveys of students, and parents, recruited by the Agent.

10. Corrective action

- a. If at any point during the term of this Agreement SGU believes or reasonably suspects that the Agent is negligent, careless, incompetent, or is engaged in false, misleading, or unethical advertising or recruitment practices, the Agreement may be terminated under the terms set forth in Paragraph 10 below.



- b. Alternatively, SGU may decide, at its sole discretion, to require the Agent to complete additional training.

11. Termination of the Agreement

- a. Either party may terminate this Agreement at any time by giving the other party 30 days notice in writing.
- b. However, if the Agent breaches any part of this Agreement, or is engaged in activities requiring corrective action, SGU may terminate this Agreement at any time and with immediate effect by giving written notice to the Agent., except if the breach by Agent was on the part of an individual employee of the Agent and the Agent has terminated that relationship.
- c. Upon termination of this Agreement, the Agent shall:
 - a. Submit all applications and fees from any prospective students received up to the date of termination.
 - b. Immediately cease using any advertising, promotional or other material provided by SGU and return all materials to SGU within 90 days of the termination date.
- d. The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

12. Additional terms

- a. This Agreement constitutes the full Agreement between the parties as to its subject matter and in relation to the subject matter replaces and supersedes any prior arrangement or agreement between the parties.
- b. This Agreement may only be modified in writing and signed by both parties.

Signed for Saint George's University, Limited

 G. Richard Olds, MD, MACP
 President

Date

APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL

BY: _____
DATE: _____
SGGC#: _____

Signed for the Agent:

Signature

Date



Name (print)

Schedule 1 – Fees Payable

1. The rate of commission for students entering into the 7, 6, or 5 year MD program will be:
 - a. 15% of the first premedical year tuition, net of any institutional scholarship/discount awarded.
 - b. 10% of tuition payable net of any institutional scholarship/discount awarded for the first year of the 4-year MD program, assuming promotion and matriculation to the 4-year MD program.
2. The rate of commission for students entering directly into the 4-year MD program will be 12% of first year tuition , net of any institutional scholarship/discount awarded.
3. Commission fees for the MD program are payable in two separate payments; the first payable ten (10) weeks after the start of Term 1 and the second payable ten (10) weeks after the start of Term 2. Agent will submit invoices to receive payment.
4. The rate of commission for students entering the Summer Leadership Academy will be 15% of the summer program fee. Commission fees shall be payable after entitlement and full receipt of tuition. Agent will submit an invoice to receive payment.