

Agreement for the Recruitment of International Students

This agreement is drawn up between:

Community Revival UK

Hereinafter called "The College"

&[]

Hereinafter called "The Agent"

Both parties agree for the period of this agreement that the following shall apply:

1. Community Revival appoints The Agent for the purposes of providing information and data about potential students [TOWN, COUNTRY] and to assist, support and give guidance, to students wishing to attend The College for English language, undergraduate and postgraduate studies and tailor-made programmes. It is understood that The Agent will in undertaking this take heed of the British Council Guide to Good Practice for Education Agents and the College's Code of Ethics.

The British Council Guide to Good Practice for Education Agents is available at: http://www.britishcouncil.org/ecs/agents/guidelines_for_agents/index.htm

- 2. This agreement takes effect from [DATE] and shall, unless termination is earlier in accordance with this Agreement, continue for an initial period of three years from the date shown, with a review being undertaken annually. Either party may terminate this agreement by giving thirty (30) days prior notice in writing to the other, where it considers termination justifiable on the grounds that no further purpose would be served by continuing the association.
- 3. If either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement and also fails to remedy such a default or breach within thirty (30) days, after written notice of such is given to either party hereto, the party giving notice may, at its option and in addition to other remedies which it may have under English Law, terminate the Agreement by sending notice of such termination in writing to the other party to such effect and such termination shall then be effective as of the date of the receipt of such notice.
- 4. Any desire to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of the authorised representatives of the parties hitherto stated.
- 5. The Agent is not in anyway authorised to act as a representative for The College in any other capacity or action. Neither party shall be bound by any such acts or conduct carried out by the other within any such breach.
- 6. Whilst The College will use all reasonable endeavours to ensure the accuracy of the information given to The Agent and other material supplied, The College makes no warranty, expressed or implied, as to the accuracy and will not be held responsible for any consequences arising out of any inaccuracies or omissions unless such accuracies or omissions are the result of negligence on the part of The Agent.



- 7. The design, text and any data of any publicity being undertaken by The Agent, which refers to The College, is to be approved in advance by The College. Copyright, logo and trading rights on all material shall remain vested in The College and may not be used by The Agent or other parties without the express permission of The College, in writing and in advance of any usage.
- 8. In representing The College, it will be expected that The Agent will be able to provide premises in agreed locations that are capable of representing and maintaining the standards expected by The College overseas. The College will make these conditions known to potential Agents on request and will expect such Agents to adhere to these conditions at all times.
- 9. It is agreed by both parties herein that an authorised representative of The College is able at some time during the agreement period inspect the premises of The Agent used to project The College and its overseas operations. A report on the visit and the findings will be made available to The Agent for discussion with The College and to agree future developments for both parties to maintain standards.
- 10. The Agent agrees to work with The College to help develop publicity and marketing delivery in country under the direction of The College and as such will make their premises available for College staff visiting the Agent's country for such purposes. IT communications to keep in contact with College staff is a prerequisite of becoming a College Agent.
- 11. The Agent will ensure that application forms are completed in their entirety by the applicant.
- 12. The College's International Office undertakes to provide for accepted and contracted Agents, an information pack detailing The College's procedures and to provide information needed by The Agent for the successful promotion of The College. The Agent will also agree to attend any in-country training that is made reasonably available to The Agent by The College. This is to ensure that the quality of provision and representation of The College and its recruitment processes are maintained.
- 13. As consideration for the services of The Agent on its behalf in [xxxxx], The College agrees to pay to The Agent the following commission for all students demonstrably attending a course at The College from work attributable to the Agent: For all courses: A payment of XX% of the deposit/tuition fees [delete as appropriate] of all courses attended by any one student.

This commission will however only be for those courses expressly targeted by The College and agreed with The Agent in advance each year, in writing. The College will not pay the payment of VAT on top of this commission for any Agent who operates with Offices within the UK. The College may review increase of commission during recruitment of students in an effective manner.

- 14. All commission will be paid only upon receipt of deposit or by enrolment time (by latest start date). This must be communicated to CR UK in advance by agent.
- 15. In accepting the conditions of this Agreement, The Agent also agrees to abide by the highest possible standards and ethics in dealing with potential customers of The College.



They likewise agree to abide by the ECS Code of Professional Standards and Ethics (available at: http://www.britishcouncil.org/ecs/copse/index.htm)

16. This Agreement and all its terms, provisions and conditions and all questions of construction, validity and performance under this Agreement shall be governed by the Law of England and shall be subject to, as will any future dispute arising whatsoever, to the exclusive jurisdiction of the English courts.

SIGNED	SIGNED
On behalf of Community Revival UK	On behalf of The Agent
Name: Shahbaz Ahmed	Name
Position: Head of Centre	Position

This document is not legal unless both parties have signed