



Business and Technology University Agent Agreement

BETWEEN:

- (1) **Business and Technology University**, local partner of Webster University Georgia, office located at 82, Chavchavadze Ave., 1062, Tbilisi, Georgia (Hereinafter called “**BTU**”)
- (2) _____ [Registration No. _____] having its office at _____ (Hereinafter called “**AGENT**”)

THE PARTIES AGREE AND DECLARE AS FOLLOWS:

Section I. Agreement Purpose

- (a) This agreement, entered into by and between **BTU** and **AGENT**, will come into effect once both parties have signed this agreement. It supersedes any previous oral, written, or implied agreement or representation between the parties.
- (b) **AGENT** desires to represent and recruit students for **Webster University Georgia**. Student recruitment efforts will focus on academically qualified students from high/secondary schools, colleges, and universities in the region interested in earning an undergraduate and/or graduate degree from **Webster University Georgia**, accredited through Webster University, St. Louis, Missouri, USA.

Section II. Recruitment Service Fees

- (a) **AGENT** will earn recruitment service fees for professional recruitment services rendered by the **AGENT** when an applicant:
 1. Submits a degree-seeking application directly through this **AGENT**; completes and submits all required admission documentation, including documentation that the student is not a US resident alien cardholder or a US citizen and is not eligible for US Title IV funds is issued a final (full) acceptance by **BTU**.
 2. Obtains a current and valid **Webster University Georgia** acceptance letter and registers on a full-time basis at **Webster University Georgia** in classes that carry university credit during the term of this agreement. Full-time study at the undergraduate level is twelve (12) credits or more per eight-week term and at the graduate level is six (6) credits or more per nine-week term. ESL starters will be considered as full-time equivalent for undergraduate degrees. ESL starters in graduate programs need to register for at least one additional course (3 credits).
 3. Registers, pays tuition and attends classes at Webster University Georgia (?) until after the refund period.

(b) Undergraduate students.

Students with no prior credit: **BTU** will pay recruitment service fees to the **AGENT**, of 10% of the annual tuition fee for a student registering as a full-time undergraduate freshman (and meeting conditions of section II (a) 1,2,3) who does not have transfer credits (except advance standing credits) from another institution.

The Georgian Lari to the USD conversion for the recruitment services will occur on the first day of the academic term listed in Webster University Georgia academic calendar (The exchange rate of the National Bank of Georgia)..

Recruitment service fees will be paid by **BTU** to the **AGENT** no more than 30 days after students meet all conditions (see Section II, a 1-3) and are not on a financial hold. The recruitment fee will be split into two payments; 1st and the 2nd terms.

BTU will pay the bank transfer costs applicable in Georgia; the **AGENT** will pay bank transfer costs incurred in his/her country.

BTU will not pay commission for students with large outstanding tuition (25% or more). It will process payment for an eligible student as soon as the outstanding balance is cleared.

It is understood that the **AGENT** may, from time to time, charge its client's fees for such services as official translations and obtaining visas. The **AGENT** will clarify to **Webster University Georgia** applicants that these are an **AGENT** charge and not a **university** charge.

Note: Georgian Agencies are required to process all the official enrollment procedures, such as: translating and notarizing documents and submitting them to the Ministry of Education of Georgia / National Center for Educational Quality Enhancement (EQE).

BTU will request the **AGENT** to issue an invoice via email, and the **AGENT** must raise the invoice within a maximum of 30 days from the date of the email.

(c) Graduate Students.

Students with no prior credit: In the first nine-week term of enrollment **BTU** will pay recruitment service fees to the **AGENT** of 10% for a student registering as a full-time graduate student (and meeting conditions of section II (a) 1, 2, 3)

The Georgian Lari to the USD conversion for the recruitment services will occur on the first day of the academic term listed in Webster University Georgia academic calendar (The exchange rate of the National Bank of Georgia).

Recruitment service fees will be paid by **BTU** to the **AGENT** no more than 30 days after students meet all conditions (see Section II, a 1-3) and are not on a financial hold. The recruitment fee will be split in two payments; 1st and the 2nd terms.

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BTU will not pay commission for students with large outstanding tuition (25% or more). It will process payment for an eligible student as soon as the outstanding balance is cleared.

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BTU will request the **AGENT** to issue an invoice via email, and the **AGENT** must raise the invoice within a maximum of 30 days from the date of the email.

Section III. Exclusivity Provisions

- (a) **BTU** does not provide or guarantee the **AGENT** exclusive representation rights in the country/region of the **AGENT** or other countries and reserves for **Webster University Georgia** the right to conduct recruitment outreach in the international school marketplace and/or other defined venues as required unless specified in writing by **Webster University Georgia**.
- (b) The **AGENT** may, during the term of this agreement, recruit in its target area on behalf of other schools.
- (c) On **BTU**'s request, the **AGENT** agrees to provide an updated list of educational clients who use the **AGENT**'s services in each academic year during the terms of this agreement.
- (d) **BTU** expressly prohibits the **AGENT** from using any sub-agents without prior written permission from **WUG**.

Section IV. Admission

- (a) **Webster University Georgia** alone has the sole right to admit applicants who apply to **Webster University Georgia**.
- (b) Submission of an application to **Webster University Georgia** through the efforts of the **AGENT** does not ensure the student or the **AGENT** that the student will be granted admission.
- (c) Students who apply through the **AGENT**, are accepted and enroll at **Webster University Georgia** will be accorded all services and opportunities available to similar categories of students at **Webster University Georgia** according to the current policies.
- (d) **Webster University Georgia** alone will determine all bursaries, scholarships, and other financial aid offers. The **AGENT** may nominate a student for financial assistance, bursary, or scholarship, but **Webster University Georgia** will make the final offer.

Section V. Advertising, Promotion Materials, and University Publications



- (a) All advertising, publications and other promotional materials (copy and layout) developed by the **AGENT** for recruiting for **Webster University Georgia** must be approved by **BTU and Webster University Georgia** before publication or placement.
- (b) Upon request, **BTU and Webster University Georgia** will supply the **AGENT** with current stock publications and promotional materials designed and used by **Webster University Georgia** for use in the international student marketplace.

Section VI. Ethical Conduct

- (a) Upon signature by both parties, this agreement establishes the **AGENT** as an authorized recruitment **AGENT** for **Business and Technology University, for Webster University Georgia academic programs**. As such, the **AGENT** agrees to provide accurate and complete information about **Webster University Georgia** and its programs, including, but not limited to, academic offerings and the admission process.
- (b) The **AGENT** agrees to follow the professional standards of good and ethical practices in international student recruitment and admission processes as established by applicable professional associations in which **Webster University Georgia** holds membership.
- (c) By signing this agreement on behalf of management, the **AGENT** certifies that it has read, understands, and will operate according to ethical educational recruitment and counseling guidelines and practices as published by the National Association of College Admission Counselors (NACAC), the Overseas Association of College Admission Counselors (OACAC), and NAFSA: Association of International Educators.

Section VII. No Authority to Bind

This agreement does not give the **AGENT** the authority to bind **Webster University Georgia or Business and Technology University** in any way, and the **AGENT** shall not represent in any way that it has authority to bind **Webster University Georgia or Business and Technology University**.

Section VIII. Duration, Continuation, Termination, and Evaluation,

- (a) The term of this agreement shall commence on the Effective Date as determined and, unless otherwise terminated in accordance with the terms hereof, will continue for a period of one (1) year with automatic annual renewals thereafter unless either party gives notice of non-renewal not less than thirty (30) days before the end of the then-current term. Written notice of such termination must be delivered to the rector of **BTU** and/or the **AGENT** at the addresses indicated in section X (b).
- (b) **BTU** seeks integrity in representation and reserves the right to terminate this or any agreement with an authorized recruitment representative who, in the experience and/or opinion of **BTU**, is found to engage in recruitment practices that will or can be expected to result in a formal complaint lodged against the **AGENT**'s activities with **BTU** and/or with a professional association of which **BTU** and/or Webster University Georgia is a member.
- (c) The **AGENT** irrevocably warrants **BTU** that the **AGENT** shall strictly comply with any and all of its obligations under this agreement. The **AGENT** shall indemnify **BTU** and hold **BTU** harmless from any legal action brought against either party or by the third person as a result of

misinformation provided or misconduct of the **AGENT** during the recruitment process.

- (d) Upon termination of this agreement, all unpaid recruitment services fees earned (as defined in Section II above) prior to that time shall become due and payable to the **AGENT**. No recruitment service fees or credits shall be paid for periods or activities that occur after the effective date of termination.
- (e) **BTU** will evaluate the success of this agreement based upon the number of academically qualified students enrolled, the academic performance level of those students at **Webster University Georgia**, and the persistence of those students up to and including **Webster University Georgia's** award of their degree.
- (f) **BTU** reserves the right to immediately terminate this contract for misrepresentation.

Section IX. Entire Agreement; Amendment

This agreement is the entire agreement between **AGENT** and **BTU** concerning the matters addressed herein and may only be amended in writing with the signed consent of each of the parties.

Section X. Miscellaneous Provisions

- (a) This agreement shall be construed and governed by the laws of the Republic of Georgia. Each person, by signing this agreement, represents his/her authority to bind the entities involved as a party to this agreement, and to the transactions and promises covered herein.
- (b) For purposes of this agreement, the addresses of the parties are as follows:

If to **BTU**:
Business and Technology University,
local partner of Webster University Georgia
82, Chavchavadze Ave., 1062,
Tbilisi, Georgia
Email address: tbilisiadmissions@webster.edu

If to **AGENT**:



Section XI. Certification

By signing this agreement, the duly authorized representatives for **AGENT** and **BTU** certify that they have read and understand the rights and obligations accorded to both parties in this legal document

Section XII Confidentiality of Agreement

Both parties will treat this agreement, all service information, descriptions and fees, methods of operations and authorization codes, and their terms and conditions, as strictly confidential. Subject to disclosure as required by law, neither party will disclose any of this information, or any of these materials to any employees, nor any third party to this agreement who has no authority to have access to the data and/or any documents relating to this agreement. Either party will immediately inform the other party of any requests or orders for any such information from persons and/or entities not a party to this agreement before responding thereto. Such notification shall be by both telephones and by mail.

Signed on behalf of the **AGENT**

Signed on behalf of **BTU**

Dr. Nino E nukidze
Rector
Business and Technology University

Date _____

Date _____