

**STUDENT RECRUITMENT CONTRACT**  
**University of South Alabama**

This Student Recruitment Contract (“Contract or Agreement”) is between the **University of South Alabama** (“University”), a public body corporate and institution of higher learning of the State of Alabama, United States of America, and \_\_\_\_\_ (“Recruiter”).

WHEREAS, University is seeking assistance in recruiting students from \_\_\_\_\_ (“Foreign Country”) for undergraduate and graduate academic programs; and

WHEREAS, Recruiter is located in the Foreign Country, has experience in the recruitment of students for study in the United States, and is willing to assist with recruitment of said students for the University’s undergraduate and graduate degree programs.

NOW THEREFORE, the parties agree as follows:

**I. Scope of Services**

Recruiter will provide first-hand information to prospective inbound international students about the University, its tuition and fees, graduate and undergraduate academic programs, campus life, and community. Recruiter is encouraged to visit the University campus, at Recruiter’s expense, and participate in informational sessions to learn about the University, its policies, and relevant academic programs so that Recruiter may successfully provide personalized guidance and accurate information about the University to prospective international students. For purposes of this agreement, the term “Recruiter” shall also refer to anyone performing services on behalf of Recruiter.

**II. Recruiter shall work to achieve the following:**

1. Market the University to prospective students in Foreign Country.
2. Generate an optimal amount of leads of prospective international students interested in enrolling in the University.
3. Compile and forward admissions applications to the University.
4. Assist in the preparation of the prospective international student to successfully participate in the United States F-1 visa application process that occurs at American consulates. Recruiter will not recruit students who would not qualify for an F-1 visa for any reason.
5. Screen prospective students for financial assets, qualifications for admission to the University, and English language proficiency, to the extent possible. Recruiter will make reasonable efforts to assure that the applications submitted to the University are complete. Recruiter shall accurately communicate the requirements of the University, including the TOEFL/IELTS score requirements, to the prospective international student.

6. Recruiter is responsible for paying all staff hired or retained by Recruiter to assist with fulfilling Recruiter's requirements under this Agreement, and Recruiter is further responsible for paying any taxes that are levied upon such payments by any jurisdiction. Any and all payments by the University will be directed solely to Recruiter. Recruiter is also responsible for the supervision of its staff to ensure that they accurately represent the University, its programs, and its policies.
7. Recruiter, and all of Recruiter's officers, employees, and agents (as the case may be), are independent contractors, and therefore, they are not entitled to any fringe benefits from University and shall have no authority to bind, commit, contract for, or otherwise obligate the University in any manner whatsoever except with the advance written permission of an authorized representative of University.
8. Recruiter is entitled to a commission paid by the University only after prospective international students apply to the University, are admitted, travel to the respective campus on an F-1 visa, and enroll in the University and deadlines to drop enrollment in the University and receive a refund of any portion of tuition have passed.
9. Recruiter will indemnify and hold harmless University, and its officers, administrators, employees, trustees, and agents ("Indemnified Parties"), against any and all losses, costs, damages, costs and fees (including reasonable attorney's fees), and expenses incurred by University as a result of, arising out of, or connected with this Agreement or out of actions taken or omissions by Recruiter or Recruiter's officers, employees, or agents in performance of this Agreement.
10. University shall retain full discretion and control of admissions decisions consistent with its internal policies.

### **III. University shall:**

1. Collect and process completed applications for review of qualifications for admission to the University and will also review financial documentation. University will generate letters communicating admissions decisions to prospective international students, provide them visa application forms (I-20s) and housing application forms, clarify arrival information, and convey orientation details governed by the University's Office of International Admissions and Student Programs.
2. University does not guarantee on-campus housing for international students enrolling under this Agreement. However, the Office of International Admissions and Student Programs will assist with applications for on-campus housing when the need occurs.
3. Pay commission as follows:
  - a. The word "student" shall only mean any student recruited by or processed through Recruiter who enrolls and attends the University on a full-time basis. All commission payments will be earned by and paid to Recruiter after the student registers and pays

tuition in full for the University and the deadline for withdrawal from the University with tuition refund has passed.

- b. The commission paid to Recruiter shall be fifteen percent (15%) of the tuition for the University sessions that the student attends for two academic terms from the date of the student's enrollment. No additional payments shall be made to Recruiter after completion of a student's second term at University. For purposes of this Agreement, each of the Fall Term, Spring Term, May Term, and Summer Term is considered a separate "academic term."
  - c. Payment to Recruiter shall be made via institutional check or bank wire in U.S. dollars.
4. Tuition prices during the course of this contractual period are subject to official change at the discretion of the University Board of Trustees.

#### **IV. Term**

The term of this Agreement is three years from the date of the last signature below.

#### **V. Termination**

1. This Agreement may be terminated by University or Recruiter with thirty (30) days' advanced written notice conveyed by one party to the other. Upon termination, Recruiter shall return all marketing materials to University that were provided by University.
2. Upon termination, University will pay Recruiter commissions for students recruited by Recruiter whose application materials are submitted to the University prior to the termination date and that would have been due if the Agreement had not been terminated. Such commissions shall be paid as described in paragraph III(3).

#### **VI. General Terms and Conditions**

1. This Agreement constitutes the sole and exclusive statement of the terms and conditions hereof and supersedes any prior discussions, writings, and negotiations with respect thereto.
2. The parties agree that this Agreement cannot be altered, amended, or modified except by a writing signed by an authorized representative of each party.
3. Recruiter agrees to comply with all applicable laws, regulations, and ordinances of the United States or any other country whose laws may be applicable to the performance of this Agreement, including, but not limited to, those related to confidentiality of information. Recruiter warrants and represents that Recruiter has appropriate qualifications, credentials, and registrations to perform the services described herein; that Recruiter will ensure compliance with all applicable anti-corruption laws, including, but not limited to, the Foreign Corrupt Practices Act; that Recruiter has no conflict of interest, financial or otherwise, that would impair Recruiter's performance of the services; and that Recruiter will perform the services in accordance with accepted industry standards.

4. This Agreement shall be governed and interpreted by the laws of the State of Alabama and the United States of America, without regard to the conflicts of law provisions thereof. Any action or suit related to this Agreement shall be filed in the state or federal courts having jurisdiction in Mobile, Alabama, or with the Alabama Board of Adjustment, as may be required by law.
  
5. Notices given under this Agreement shall be in writing and shall be personally delivered, or via email or delivered by Federal Express or similar courier service. Any change in notice information shall be delivered in writing pursuant to this section. The address for notice of each of the parties is as follows:

Recruiter:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Tel: \_\_\_\_\_  
 Email: \_\_\_\_\_

University:

Richard W. Carter, Ph.D.  
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 University of South Alabama  
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 390 Student Center Circle  
 Mobile, AL 36688  
 United States of America

Tel: (251) 460-6283

Email: [rcarter@southalabama.edu](mailto:rcarter@southalabama.edu)

Recruiter	Signature	Date
Assoc. VP for Global Engagement	Signature	Date
University Contract Officer	Signature	Date