

**AGREEMENT FOR SERVICES OF INTERNATIONAL INDEPENDENT  
CONTRACTOR**

**THIS AGREEMENT**, entered into by and between the District Board of Trustees of the College of Central Florida, a political subdivision of the State of Florida (hereinafter referred to as “College”), principally located at 3001 SW College Road, Ocala, Florida, 34474, USA, and the following Contractor:

(Contractor’s Name and Address)

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(hereafter referred to as “Contractor”), for representational marketing work to be performed on behalf of students from the Country of \_\_\_\_\_ (hereinafter referred to as “Designated Country”).

**WHEREAS:**

- A. The College desires to make its credit programs of study known and available to potential students in Designated Country. To further that goal, the College and Contractor enter into this agreement, under which the Contractor will promote interest in, provide information about, and recommend qualified students for admission to the College.
  
- B. The College designates Contractor as a representative for it in Designated Country for the purposes stated above. The College grants to the Contractor the non-exclusive right to represent the College solely for the purposes of (1) disseminating information about the College and its programs in Designated Country and (2) screening and recommending prospective students to the College.
  
- C. The College and Contractor agree to a cooperative relationship in which Contractor will recommend students for admission to College of Central Florida based upon the following terms and conditions. This contract is entered into in exchange for the mutual promises contained herein.

**NOW, THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. DUTIES OF THE COLLEGE.** Per this agreement, the College authorizes and appoints

Contractor to act as a representative of College of Central Florida in Designated Country. Contractor will disseminate accurate information to potential students living in Designated Country about the College and Florida and conduct recruitment on its behalf. In order to effectuate the intended results, the College shall perform as follows:

1.1 The College will provide the Contractor with brochures, forms and marketing materials. It will be the College's responsibility to provide information on admissions requirements and procedures as well as anticipated cost of attendance.

1.2 The College will compensate the contractor for each individual student that the contractor has assisted, provided orientation to and recommended for admission if the student (1) is admitted and pays tuition due, (2) enrolls within one year of the recommendation, (3) attends classes for at least thirty-five calendar days from the beginning of the semester, and (4) is neither a citizen of the United States nor holds permanent residency status in the United States, as per payment provisions stipulated in Section 3 of this agreement.

1.3 The College will reimburse the Contractor in a timely manner for students admitted to the College. The College will compensate the contractor for a maximum of three college semesters (Fall, Spring and Summer), provided the student has been in attendance for the number of semester(s) being compensated, paid tuition and fees due for the number of compensated semesters, and the other provisions of this contract have been met. The College is not obligated to the student for any agreements made between the Contractor and the student that are not explicitly written as part of this contract. In no event shall the student be considered a third-party beneficiary to this contract.

1.4 The College will provide the referred students all regular services provided to other international students including orientation, advising and counseling assistance. The College assumes no financial responsibility for students in its programs for any reason.

1.5 In accordance with United States Customs and Immigration Service regulations, the College will issue a Form I-20 only upon receipt of a completed application and verification of financial resources for the duration of the course of study. The College retains all rights pertaining to the admission or non-admission of the applicant.

**2. DUTIES OF THE CONTRACTOR.** The Contractor agrees to conduct student recruitment, marketing and development of educational projects in Designated Country together with the College, as requested by the College. In order to effectuate the intended results, the Contractor shall perform as follows:

2.1 The Contractor agrees that it will submit copies of any and all materials, written or electronically made (such as, but not limited to, videos, tapes, internet home-pages etc.) that represent the College or bear the College's name or logo to the College's approved representative. The College reserves the right to approve all marketing materials prior to use.

2.2 The Contractor agrees to provide assistance to prospective students in completing college application materials, and provide orientation and general information to prospective students about the College and the state of Florida.

2.3 The Contractor will evaluate and screen all prospective students recommended for admission to the College regarding academic ability, financial ability, and other criteria as directed by the College.

2.4 The Contractor is not authorized to and shall not accept payments from prospective students or others on behalf of the College or otherwise. Students shall make all payments for the costs of attendance directly to the College.

2.5 The Contractor is required to submit a Form W-8BEN (attached). Compensation earned by the Contractor cannot be paid until this form is on file at the offices of College of Central Florida.

2.6 The Contractor is responsible for payment of all taxes, tariffs, and fees in the execution of their responsibilities under the agreement.

### **3. FEES AND COMMISSIONS.**

#### **For placements to College of Central Florida:**

3.1 The College agrees to pay Contractor a contract fee of 15% of the applicable tuition per semester for a maximum of three (3) semesters (Fall, Spring and Summer) for each student admitted to the College's regular academic program, or college preparation classes as per provisions laid out in this agreement.

3.2 The Contractor will not be required to invoice the College for each student as cited in item No. 1 of this Section. Instead, the College will generate a Statement of Account each semester that confirms the enrollment and registration of each student placed by the Contractor at the College, and indicating the amount of fee to be paid in each semester. A copy of this Statement of Account will accompany all payments made by the College to the Contractor. This Statement of Account will be issued to the Contractor not later than the last week of the semester, to accompany each payment.

The College will not pay any fees to the Contractor for students who withdraw within the first thirty-five calendar days of the semester.

3.3 All compensation due to Contractor under the terms of this agreement shall be paid by wire transfer. For purposes of making compensation, please complete the wire transfer information on page 6.

**4. DURATION OF AGREEMENT.**

4.1 This agreement shall be effective for a period of two years from the date of signing, except as stipulated in Section 5.

4.2 This agreement may be extended for an additional two-year increment, as agreeable to both parties. Any such extension or modification of this agreement must be in writing and signed by duly authorized representatives of both parties.

**5. TERMINATION.** Either party, in its sole discretion, may terminate this agreement by providing the other party fifteen (15) days written notice of intent to terminate. All notices are to be hand-delivered by duly authorized representatives or mailed through a recognized commercial service to the authorized representatives listed below:

ON BEHALF OF THE COLLEGE

ON BEHALF OF THE CONTRACTOR

Joe Mazur, Vice President

Name of representative\_\_\_\_\_

Administration and Finance

Title: \_\_\_\_\_

College of Central Florida

Address: \_\_\_\_\_

3001 SW College Road, #1-107

\_\_\_\_\_

Ocala, FL 34474

\_\_\_\_\_

USA

\_\_\_\_\_

Any change of address or representatives shall be provided to the other party in writing within thirty (30) days. All notices required to be delivered by this Agreement shall be deemed received on the date of delivery, if hand-delivered; on the date of receipt, if mailed certified mail, return receipt requested; or five (5) days after mailing, if mailed in regular mail. If a notice is received on a weekend or national holiday, it shall be deemed received on the next regularly scheduled business day.

**6. Relationship of the Parties.**

6.1 Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

6.2 It is mutually understood and agreed that the Contractor and the College are separate, independent agencies. The employees of the Contractor are not, nor shall they be deemed to be employees of the College, and the employees of the College are not, nor shall they

be deemed to be employees of the Contractor.

**7. GOVERNING LAW.** This agreement shall be governed by the laws of the State of Florida. Venue shall be in Marion County, State of Florida.

**8. DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President of Administration and Finance or his/her designee and the Contractor.

**9. EXCEPTIONS.** Both parties agree that if, due to extenuating circumstances, (for example a death in the student’s family or a debilitating illness that would require the student to seek prolonged medical attention), a student withdraws from school and is awarded a full refund of tuition by the College, there will be no contractor's fee paid for that semester, and that the regular stipulations of this contract will bind once the student is back in attendance. The College reserves the right to make final determinations in such cases.

**10. ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties, and the terms and conditions agreed upon by both parties, and supersedes all previous written or oral agreements regarding the subject of this agreement. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Any modification or waiver of the terms of the Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement in duplicate original on the date of signing.

ON BEHALF OF THE COLLEGE

ON BEHALF OF THE CONTRACTOR

X\_\_\_\_\_

X\_\_\_\_\_

Joyce Brancato, Chair

Name of representative\_\_\_\_\_

District Board of Trustees

Title: \_\_\_\_\_

College of Central Florida

Address: \_\_\_\_\_

3001 SW College Road

\_\_\_\_\_

Ocala, FL 34474

\_\_\_\_\_

USA

Country:\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## WIRE TRANSFER INFORMATION

DATE:  
COMPANY NAME:  
COUNTRY:  
CONTACT PERSON:  
EMAIL:  
PHONE:


## BANK INFORMATION

SWIFT BIC ID#:  \* (use for foreign banks)  
BANK ROUTING #:  \* (use for US banks)

NAME OF BANK:  \*  
ADDRESS OF BANK:  \*  
CITY:   
STATE: (if applicable)   
COUNTRY:

## ACCOUNT INFORMATION

ACCOUNT #:  \*  
NAME ON ACCOUNT:  \*

*(Must be exact name on account)*

BANK-TO-BANK  
INFORMATION  
*(optional)*


\* required fields