



GLOBAL MARKETING AGREEMENT

I. PARTIES

This Agreement is entered into by and between Seattle Colleges (SC), a state agency and higher education institution with its office at

Seattle Colleges
1500 Harvard Avenue
Seattle, WA 98122

and «**Institution**» (Marketer), whose principal place of business is located at «**RMBLDG**», «**ADDRESS**», «**ADDRESS2**», «**CITY**», «**PREFSTATE**», «**CODE**» «**COUNTRY**» and who is engaged in the business of marketing educational institutions to potential students.

II. PURPOSE

SC wishes to make its programs of study in the United States known and available to potential students around the world. Therefore, SC requires the services of a marketer to market its programs, as set forth herein.

III. MARKETER AND SERVICES

3.1. Marketer shall provide marketing services for SC. These services shall include, without limitation: (a) providing accurate and complete information about Washington State and SC's programs to all persons who request such information, (b) providing assistance in completing application materials for SC to all persons who Marketer can recruit or who are referred to Marketer by any source, (c) providing orientation services to all students who plan to attend SC, and (d) other incidental services as requested in writing by SC.

3.2. Marketer shall submit a copy of all marketing and promotional material to SC for its approval prior to any public dissemination in any form.

IV. FEES

4.1. SC agrees to pay Marketer a fee in the amount of 15% of the net tuition paid to SC for each full-time student who (a) Marketer assists in completing and submitting a SC application and (b) Marketer provides with orientation services and (c) is an international student ineligible for federal financial aid funding or on an F, M, or other non-immigrant visa type who (d) duly registers and pays international tuition and other SC fees. Full-time means paying at least 12 quarterly credits of international student tuition, or being enrolled full time in an international student ESL program, including bridge programs. Net tuition means the international tuition actually paid and received by SC, less any refunds or returns. SC shall pay this fee to Marketer only for up to three academic quarters of full-time registrations by any student who is enrolled after the conclusion of the refund period, except that this fee shall not be paid for any student who attends SC as part of a group that contracts separately to attend specialized classes. The 15% commission will be based on 15 college-level credits at the international student tuition rate, rounded up to the next highest \$25 dollar increment (e.g., \$550, \$575, \$600 etc.). Commission for all students except those in full-time B.A.S. programs will be calculated using lower division tuition rates. Commission for students in full-time B.A.S. programs will be calculated using upper division rates. In addition, SC offers a volume bonus to Marketer for referring 5 or more students in one academic year (Summer through Spring quarters) who register full time and pay international tuition and fees, as described above, for a minimum of one quarter. Marketer will receive the volume bonus in addition to the aforementioned 15% of net tuition per referral, as provided in Attachment A to this Agreement. This payment is intended to assist Marketer with marketing promotions on behalf of Seattle Colleges, including seminars, advertisements and other activities. Alternate bonus arrangements may be made, subject to review and approval by SC.

Any fees for significant services that Marketer may render to SC other than as provided in this Agreement are allowed by separate written agreement. Significant services include, but are not limited to, custom seminars, facility rental/setup, and custom promotional advertising. Upon acceptance of the agreement, Marketer shall submit to

SC an invoice, which shall describe the service and provide a detailed breakdown of the cost.

4.2 In return, SC shall pay the 15% net tuition fee for the student; such payment shall be processed within 60 days after expiration of the period during which the student may obtain any refund of tuition or other fees. All fees are subject to any applicable withholding taxes.

4.3 All fees will be paid in the name of the Marketer or its d/b/a and will not be paid in the name of individual employees of the Marketer.

4.4 Marketer may elect not to receive fees and bonuses for the services rendered under this agreement.

V. NON-DISCRIMINATION

The Parties hereby agree that no person shall, on the grounds of age, race, creed, color, sex, gender, religion, national origin or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program or activity supported by this contract.

VI. COMPLIANCE WITH NAFSA CODE OF ETHICS

The parties to this Agreement hereby agree to comply without reservation with the most current version of NAFSA's Code of Ethics as approved by the NAFSA Board of Directors [incorporated and memorialized in Addendum I].

VII. TERM AND TERMINATION

This Agreement shall be effective until terminated. Either party may terminate this Agreement after providing the other party ninety (90) calendar days written notice of intent to terminate.

VIII. INDEPENDENT PARTIES

SC and Marketer are separate and independent from each other. No officer, employee, or agent of either party shall be deemed to be an officer, employee, or agent of the other party.

IX. LIABILITY

Each party shall be responsible for the acts and omissions of itself and its officers, employees, and agents acting as such. Neither party shall be responsible for the acts or omissions of the other party.

X. NOTICES

10.1 All notices for any purpose under this Agreement shall be either emailed, or mailed by priority international mail with postage prepaid, to the other party as follows:

Seattle Colleges
International Programs
1701 Broadway
Seattle, WA 98122

«Institution» (Marketer)
«RMBLDG»
«ADDRESS»«ADDRESS2»
«CITY», «PREFSTATE», «CODE» «COUNTRY»

10.2 Notices shall be deemed received on the date of actual delivery to the other party, except that mail shall be deemed received on the fifth day after mailing (or, if that is not a regular business day, the following business day). A party shall give immediate written notice to the other party of any change in address.

XI. DISPUTE RESOLUTION

Any dispute regarding the interpretation or application of this Agreement shall be resolved by a decision of the District's Chancellor or his designee.

XII. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. Venue of any action involving or based on this Agreement shall be in King County, Washington, U.S.A.

XIII. ENTIRE AGREEMENT; MODIFICATION

This constitutes the entire Agreement of the parties on the matters covered herein, and supersedes all previous written or oral agreements.

Any modification or change to this Agreement, including any extension, must be in writing and signed by the signatories of this written agreement or their equivalent.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement in duplicate original counterparts.

Name of President or Authorized Officer
(Print in Capital Letters)

Title

President or Authorized Officer (Signature)
«Institution»

Date (Month/Day/Year)

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement in duplicate original counterparts.

Kathie Kwilinski, Executive Director
International Programs, Seattle Colleges

Date (Month/Day/Year)

SAMPLE - FOR REFERENCE ONLY