CIE Student Recruiting Agreement
Southern Illinois University
Carbondale, Illinois 62901

THIS CONTRACT is made and entered into this Date. day of Month, 2023, (“Effective Date”) by and between the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, by Southern Illinois University Carbondale on behalf of its Center for International Education (hereinafter “CIE” or “University”), and Official name of your company, a corporation organized under the laws of Official names of state and country, hereinafter (“Contractor”).

NOW THEREFORE, the Parties hereto agree as follows:

I. SCOPE OF AGREEMENT/WORK:

(1) Contractor shall, provide all labor, material, equipment, services, coordination, and whatever else may be required to recruit, counsel, and assist prospective students interested in being accepted to SIU undergraduate or graduate programs.

(2) The following documents, the mutual receipt and sufficiency of which is hereby acknowledged, together shall constitute the entirety of the Parties’ agreement: (a) This instrument; and (b) the State of Illinois Contract Certifications (“Contract Documents”).

(3) The Parties understand and agree that this Contract is non-exclusive and that CIE may contract for the same or similar services from other persons and entities.

II. CONTRACT TERM: Unless earlier terminated as provided in Section VI herein, the term of this Contract shall commence on the Effective Date of this instrument and terminate on June 30, 2024 (“Contract Term”)

III. TERMS OF PAYMENT:

(1) For each degree-seeking student that Contractor recruits into the University, Contractor shall be remitted a one-time sum of US$________ (“Commission Fee”). For each non-degree seeking exchange student that the Contractor recruits into the University, Contractor shall be remitted a one-time sum of US$________ (“Commission Fee”). Contractor shall not submit any subsequent invoice for the same non-degree seeking exchange students should those students return to SIU for degree-seeking study and SIU shall have no obligation to pay any such invoice that is submitted. Contractor shall not submit any subsequent invoice for the same students should those students choose to stay at SIU for subsequent degrees upon graduation or completion of their programs and SIU shall have no obligation to pay any such invoice that is submitted. Payment of the Commission Fee is subject to the following terms and conditions: (a) Contractor submits an invoice as provided in this Section III for the Commission Fee; (b) Contractor is identified on the student application as representing the student; (c) the student is successfully enrolled and accepted into the University; and (d) the student pays SIU tuition and fees by personal funds, scholarship, or assistantship.
(2) Notwithstanding the foregoing Article III, Section (1) or any other term or condition of this Agreement, Contractor acknowledges and agrees that regardless of the number students Contractor recruits to SIU or any Contractor invoice, the total sum SIU is obligated to pay pursuant to this Agreement shall not exceed US$50,000.00. Contractor shall not submit invoices to SIU that cause Contractor’s total billing for the Contract Term to exceed that amount.

(3) Contractor’s invoices shall include the following information for each student at a minimum: (a) the student’s name; (b) the beginning date of a student who started university and, if applicable, the beginning date of a student who started and finished at the Center for English as a Second Language (CESL).

(4) Provided that the remaining terms and conditions of this Agreement are satisfied, CIE shall begin payment processing for Contractor the Commission Fee for all students listed on Contractor’s invoice after the last drop date, so long as students’ first-semester tuition and fees are paid in full. Contractor must disclose all newly recruited students enrolled at University on said invoice. All payments to Contractor shall be made payable to Contractor.

IV. PERFORMANCE:

(1) Contractor assures University it is fully qualified and authorized to perform the Work and that the representations in its CIE Contractor Application are true and accurate.

(2) The Work shall be (a) performed in consultation and coordination with CIE by and through its designated representative(s); (b) in strict accordance with the Contract Documents; (c) to the reasonable satisfaction of CIE; (d) within the standard of care and skill of an expert regularly rendering services of the type required for the Work; and (e) in conformance with all applicable law.

(3) Contractor covenants and agrees to abide by the National Association for College Admission Counseling “Statement of Principles of Good Practice - Approved by the 2017 Assembly”, a copy of which is attached hereto as Exhibit A.

(4) Contractor acknowledges that CIE may terminate this contract in the event Contractor fails to recruit at least three (3) eligible students per year.

V. RIGHTS AND OBLIGATIONS:

(1) Contractor acknowledges and agrees Contractor shall provide only up-to-date and accurate information and advice to prospective SIU students regarding its programs and that CIE is acting in reliance of same.

(2) Contractor acknowledges and agrees that Contractor shall participate in CIE-provided training regarding admissions and services.

(3) Contractor acknowledges and agrees that prospective students may apply for admission to the University with or without Contractor’s assistance.
(4) Contractor shall not represent to prospective students that University will only accept applications to its program through Contractor or that Contractor has any special means or connections to guarantee that the student will be accepted to any degree-program at University.

(5) Upon Contractor’s written request, CIE shall provide Contractor with up-to-date program brochures and other support materials provided, however, that it is Contractor’s affirmative obligation to consult with CIE to ensure the brochures, materials and other information Contractor is utilizing are up to date. Contractor acknowledges and agrees that Contractor shall advise students of University’s then-current tuition and fees, which shall require, at a minimum, that Contractor provide the prospective student with a true and accurate written account of the University’s tuition and fees at the time of the prospective student’s application.

(6) The Parties acknowledge and agree that prospective students shall pay all University tuition and fees directly to University. Contractor may assist prospective students in submitting University’s tuition and fees but is not authorized to and shall not collect fees on behalf of the University.

(7) The determination of admission or non-admission of any student into a University program is at University’s sole discretion. In the event a student is not admitted to University, Contractor shall not be entitled to the Commission Fee or any part thereof for that student.

(8) Contractor shall inform prospective students that a refund of University tuition and fees is only possible if the student officially withdraws from the University by the last date to drop (as stated in the University Handbook). Contractor acknowledges and agrees that in the event a student timely withdraws and receives a refund of University tuition and fees, Contractor shall not be eligible for a commission.

(9) Nothing in this agreement shall preclude Contractor from recruiting students that require language training at CESL. Furthermore, nothing in this agreement shall preclude Contractor from receiving commission from CESL for recruiting CESL students. However, CIE will only pay commission for students that have graduated CESL and are enrolled at University, as pursuant to Section III subsection 1 of the agreement. Additionally, Contractor shall not recruit for University admission, nor will CIE pay commission upon, any already CESL enrolled student not from the labor of Contractor.

(10) Contractor shall not receive commission for any international student recruited from another institution in the U.S., whether that institution is a high school, college, or foreign language school.

(11) Contractor shall make biannual reports to CIE regarding its recruitment activities, strategies, and progress. Contractor is also required to disclose any students recruited by contractor on previous contracts that is still enrolled in the CESL program, as well as those students’ start dates in CESL, during these biannual reports. Reports shall be made on December 1 and June 1, respectively.

VI. TERMINATION/CANCELLATION: This Agreement may be terminated by either Party at will (with or without cause) upon written notice thereof.

VII. GENERAL TERMS AND CONDITIONS: The Contract is further conditioned upon the following terms, conditions, regulations and certifications:
(1) **Compliance with Laws:** CONTRACTOR agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the U.S. Civil Rights Act, the Americans With Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The Equal Opportunity Clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. CONTRACTOR shall comply with applicable provisions of Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulation (41 C.F.R. Chapter 60).

(2) **Compliance with University Policies and Procedures:** Contractor acknowledges receipt and understanding of University policies and procedures applicable to the Work and agrees that it will fully comply with those policies and procedures.

(3) **Indemnification:** CONTRACTOR shall indemnify, defend, and hold harmless, CIE and Southern Illinois University and its officers, agents, employees and assigns from and against any all claims, damages, expenses, suits or actions arising, in whole or in part, from Contractor’s breach of the Contract Documents or the negligent or willful acts or omissions of Contractor or its subcontractors (if any), agents, officers or employees.

(4) **Relationship of the Parties.** The relationship of the Parties created by the Contract Documents is that of independent contractors. The Contract Documents shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. Neither Party will have the power to bind the other Party or to incur any obligations on its behalf, without the other Party’s prior written consent.

(5) **Assignability:** Neither party may assign its rights under the Contract Documents without the other party's prior written consent, which consent shall not be unreasonably withheld. An assignee of either party authorized under the Contract Documents shall be bound by the terms of the Contract Documents and shall have all of the rights and obligations of the assigning party set forth in this Contract Documents.

(6) **Publicity:** CONTRACTOR, or any agent or employee thereof, shall not use, in its external advertising, marketing programs, or promotional efforts, the name, logo, marks or any data, pictures or other representation of Southern Illinois University, except on the specific written authorization in advance by Southern Illinois University’s designated representative.

(7) **No Waiver, Modification, Etc.** The Contract Documents constitute the entire agreement and understanding between the parties regarding the Work and cancel, terminate, and supersede any prior agreement or understanding regarding the Work between University and Contractor. None of the terms or conditions of the Contract Documents may be waived or modified, except as expressly provided for in the Contract Documents or by mutual agreement in writing by both Parties.

(8) **Force Majeure:** Neither party shall be in default or breach of the Contract Documents if failure to perform any obligation thereunder is caused by supervening conditions beyond the party's control, including natural disaster, civil commotion, strikes, labor disputes, governmental demands or requirements, or a service interruption from an underlying carrier or service provider; provided however, that any party claiming force majeure shall provide written notice thereof to the other party and shall make all reasonable efforts to comply with the Contract Documents.
(9) **Governing Law/Venue.** This Contract and any dispute arising thereunder shall be governed by and construed according to the laws of the State of Illinois, United States of America without regard for its conflict of law provisions. The exclusive venue for litigation arising hereunder, in whole or in part, shall be a court of competent jurisdiction sitting in the State of Illinois. All claims against CIE or Southern Illinois University arising hereunder are subject to the Illinois Court of Claims Act.

(10) **Survival of Terms:** The terms and conditions of the Contract Documents necessary to protect the rights and interests of SIU and CONTRACTOR respectively shall survive the termination or expiration of the Contract Documents. In addition, any other provision of or obligation under the Contract Documents which contemplates performance or observance subsequent to any termination or expiration of the Contract Documents (including but not limited to Indemnification) shall survive any such termination or expiration, and shall continue in full force and effect.

(11) **Copyright.** Any copyright or other publication rights arising from or relative to materials developed by CIE in connection with this agreement shall belong exclusively to University.

(12) **Captions.** Headings or captions to the paragraphs are mere catchwords and are illustrative only. They are not intended to form any part or term of the Contract Documents, nor are they to be construed as having any intended meaning herein.

(13) **Severability.** In the event that any paragraph or clause of the Contract Documents is held or declared by a final decision of a court or administrative body of competent jurisdiction to be void, illegal, or unenforceable for any reason, the offending paragraph or clause shall, if possible, be reformed by the authority making such decision in such manner as will implement, to the fullest extent legally permissible, the expressed intentions of the parties hereto without illegality or unenforceability. If such reformation is not possible, the offending paragraph or clause shall be stricken and all other paragraphs and clauses of the Contract Documents shall nevertheless remain in full force and effect; provided, however, that if striking such offending clause or paragraph would result in a substantial change in the contractual relationship between the parties, thereby depriving either or both of the parties of the benefit of the fundamental economic bargain herein set forth, the Contract Documents shall become voidable upon demand of the party whose interests are thus impaired.

(14) **Notice.** Notices required by this Agreement shall be mailed with all charges prepaid and return receipt requested via certified or registered mail or via reputable overnight or two-day delivery service, e.g., FedEx, to the receiving Party’s address below or via email to the regularly monitored email address noted below:

(15)root

For CIE: Southern Illinois University  
Procurement Services  
ATTN: Director  
439 Woody Hall-Mail Code 6813  
900 S. Normal Avenue  
Carbondale, IL 62901-6813  
Tel: +1-618-453-6713
For Contractor:

Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
City/State/Country/Zip Code: Click or tap here to enter text.
Phone number: Click or tap here to enter text.
Email address: Click or tap here to enter text.

Notice sent via mail or delivery service shall be considered given upon the date of receipt reflected in the return mail receipt, proof of delivery from the delivery service, or ten (10) days after mailing, whichever occurs first. Notice sent via email shall be considered received on the date the recipient acknowledges receipt in writing.

(16) Contractor’s submittal to University of a fully and accurately completed IRS Form W-8 or W-9 (as applicable) is a condition precedent to the enforceability of this instrument against University.

(17) Conflicting Provisions: In the event that any provision in any of the Contract Documents conflicts with any provision in another of the Contract Documents, the provision in the Contract Document first listed in Section I(2) of this instrument shall govern over and supersede the provision of the Contract Document that follows it numerically, except as may be otherwise specifically stated herein.

(18) Books and Records. Contractor shall maintain, for a minimum of 3 years after completion of the Work, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursement of funds passing pursuant to the Contract Documents; the Contract Documents, and all books, records, and supporting documents related thereto, shall be made available for review and audit by the Illinois Auditor General; and Contractor agrees to cooperate fully with any such audit and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the University for recovery of any funds paid by the University under the Contract Documents for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(19) Subcontractors. Subcontractors shall NOT be utilized by Contractor to provide the Work or any part thereof.

(20) Failure of Appropriation of Funds. Notwithstanding any other term of the Contract Documents, the Contract is subject to termination and cancellation, without penalty, in any year for which the Illinois General Assembly fails to make an appropriation to the University to make payments under the terms of the Contract Documents.

(21) Sovereign Immunity. No term or condition of the Contract Documents shall be considered or effect a waiver, in whole or in part, of sovereign immunity.
THE PARTIES AGREE that by signing this instrument below, they each are bound to and shall abide by the terms and conditions enumerated in the Contract Documents. The individual signing this instrument on behalf of his/her respective party warrants that he/she has the necessary authority to bind said party to this Contract.

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<tr>
<th>BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY</th>
<th>CONTRACTOR</th>
</tr>
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<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
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<tr>
<td>Susan Zamora, Director, Procurement Services</td>
<td>Name: Click or tap here to enter text.</td>
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<tr>
<td>Southern Illinois University Carbondale</td>
<td>Title: Click or tap here to enter text.</td>
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