**International Student Recruitment Agreement**

**(Non-Exempt)**

Southern Illinois University

Carbondale, Illinois 62901

THIS International Student Recruiting Agreement (“Agreement”) is made and entered into this day of, July 25, 2025 (“Effective Date”) by and between the **BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY**, by Southern Illinois University Carbondaleon behalf of its Center for International Education (hereinafter “CIE” or “University”), and Full legal name of your company**,** a Enter the type of business organization, such as corporation, limited liability, partnership, etc. organized under the laws of Full legal name of Jurisdiction in which the company is organized**,** hereinafter (“Contractor”). University and Contractor may hereafter be referred to individually as a “Party” and collectively as the “Parties.”

 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 University undergraduate or graduate programs (“Work”).
2. This Agreement shall constitute the entirety of the Parties agreement regarding the Work. Notwithstanding the foregoing it is a material condition of this Agreement that Contractor complete, execute, and remain in compliance with the State of Illinois Form A-Vendor Disclosures, the receipt and sufficiency of which Contractor acknowledges, OR register at the Illinois Procurement Gateway (https://ipg.vendorreg.com/ ) and complete, execute and remain in compliance with the State of Illinois Form B-IPG Active Registered Vendor Disclosures. Contractor’s failure to comply with the requirements of this Section shall make this Agreement voidable at University’s option.

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

**II. TERM**: Unless earlier terminated as provided in Section VI herein, the term of this Agreement shall commence on the Effective Date of this instrument and continue through **June 30, 2030**. (“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 $2,000.00 (“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 $500.00 (“Commission Fee”). Contractor shall not submit any subsequent invoice for the same non-degree seeking exchange students should those students return to University for degree-seeking study and University 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 University for subsequent degrees upon graduation or completion of their programs and University 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 Article III of this Agreement 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 University 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 of students Contractor recruits to University or any Contractor invoice, the total sum SIU is obligated to pay pursuant to this Agreement shall not exceed US $100,000.
3. Contractor’s invoices shall include the following information for each student at a minimum: (a) the student’s name; (b) the student’s Southern Illinois University identification number (DAWG Tag number); (c) the beginning semester date of a student who started university enrollment. Invoices should be submitted via email to the CIE at isss@siu.edu.
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 Agreement; (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 “[Guide to Ethical Practice in College Admission](https://www.nacacnet.org/who-we-are/what-we-do/guiding-ethics/nacacs-guide-to-ethical-practice-in-college-admission/) – August 2024 Edition”, a copy of which is attached here to as Exhibit A.
4. Contractor acknowledges that CIE may terminate this Agreement 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 University 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 for student’s to drop a full-term course for a refund (as stated in the University’s [Registration Deadlines Calendar](https://registrar.siu.edu/calendars/registration.php)). 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. This Agreement in no way prohibits Contractor from entering into an agreement with University’s Center for English as a Second Language (CESL) or receiving commissions from CESL for recruiting students to CESL. Notwithstanding the foregoing and subject to Article III, Section 1 of this Agreement, CIE will pay commission for students Contractor recruits to CESL only if such students first graduate from CESL and subsequently enroll at the University. To remove any doubt, Contractor is prohibited from recruiting to University any CESL student or graduate that Contractor did not recruit to CESL; and University shall have no obligation to pay commission for recruitment of such CESL student or graduate.
10. Contractor shall not receive pursuant to this Agreement commission for any student recruited from another institution in the U.S., whether that institution is a high school, college, or foreign language school.

**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**: This Agreement is further conditioned upon the following terms, conditions, and certifications:

1. Compliance with Laws: It is a material condition of this Contract that each Party complies with all applicable law, including but not limited to those stated in this section. The Parties agree 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 claims, damages, expenses, suits or actions arising, in whole or in part, from Contractor’s breach of the Agreement 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 this Agreement is exclusively that of independent contractors. This Agreement 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 this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. An assignee of either Party authorized under the Agreement shall be bound by the terms of the Agreement and shall have all of the rights and obligations of the assigning Party set forth in this Agreement.
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. This Agreement constitutes 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 this Agreement may be waived or modified, except as expressly provided for in this Agreement or by mutual agreement in writing by both Parties.
8. Force Majeure. Neither Party shall be in default or breach of this Agreement 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 this Agreement.
9. Governing Law/Venue. This Agreement 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 University arising hereunder are subject to the Illinois Court of Claims Act.
10. Survival of Terms: The terms and conditions of this Agreement necessary to protect the rights and interests of UNIVERSITY and Contractor respectively shall survive the termination or expiration of this Agreement. In addition, any other provision of or obligation under this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement (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 this Agreement, nor are they to be construed as having any intended meaning herein.
13. Severability. In the event that any provision of this Agreement is held or declared by a final decision of a court or governmental authority of competent jurisdiction to be void, illegal, or unenforceable for any reason, the offending provision 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 provision shall be stricken and all other provisions of this Agreement shall nevertheless remain in full force and effect; provided, however, that if striking such offending provision(s) 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 bargain herein set forth, this Agreement 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:

 For CIE: Southern Illinois University

 Procurement Services

 ATTN: Director

 425 Clocktower Dr-Mail Code 4333

 Woody Hall, Center for International Education

 Carbondale, IL 62901

 Tel: +1-618-453-6713

 Email: isss@siu.edu

 For Contractor:

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| Name: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
|  | 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.

1. **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.**
2. 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 this Agreement; this Agreement, 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 this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. Subcontractors. Subcontractors shall NOT be utilized by Contractor to provide the Work or any part thereof.
4. Failure of Appropriation of Funds. Notwithstanding any other term of the Agreement, this Agreement 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 this Agreement.
5. NDAA Certification. Contractor certifies that it DOES NOT, and WILL NOT pursuant to this Agreement, provide to University covered telecommunications equipment or services or any equipment, system or service that uses covered telecommunications equipment or services. As used in this certification, the term “covered telecommunications equipment or services” means as follows:

(a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(b) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(c) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the US Secretary of Defense, in consultation with the US Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign count.

1. Sovereign Immunity. No term or condition of this Agreement 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 this Agreement. 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 Agreement.

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| BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY | CONTRACTOR |
| Signature:  |  | Signature: |
| Eric Massey, Director, Procurement ServicesSouthern Illinois University Carbondale |  | Name: Click or tap here to enter text. |
| Title: Click or tap here to enter text. |
| Date:  |  | Date: Click or tap here to enter text.  |