



## Partnership Agreement between Whitworth University and [Agent/Company Name]

### I. AGREEMENT PARTIES

- a. This agreement, made as of [Date], is by and between Whitworth University (hereafter referred to as “Whitworth”), located at 300 W Hawthorne Rd. Spokane, Washington USA 99251 and [Agent/Company Name] (hereafter referred to as “Agent”), located at [Agent/Company Address].

### II. PURPOSE

- a. Pursuant to its goal of increased and diversified international enrollment, Whitworth hereby retains [Agent] to act as a recruiting representative for Whitworth in [Country]. [Agent] will promote interest in, provide information about, and assist qualified students to apply for admission to specified undergraduate and/or graduate programs at Whitworth. Such representation shall not be exclusive, and Whitworth may make similar agreements with other agents in [Country].

### III. TERMS

- a. The term of this Agreement shall begin on [Date] and extend until the agreement is terminated in writing. This Agreement may be terminated by either party giving thirty (30) days written notice to the other party.

### IV. ROLES & RESPONSIBILITIES

- a. Pursuant to the purpose of this Agreement, **Agent’s activities for Whitworth shall include:**
  - i. Promotion and recruitment activities for Whitworth University undergraduate and graduate programs via communication and engagement with university counselors, advisers, students, families, and relevant local community members/organizations.
  - ii. Engaging in online marketing and social media outreach/promotion of Whitworth University and its undergraduate and graduate programs.
  - iii. Provide Whitworth with draft copies for final approval of any promotional/recruitment material made by the Agent that represents Whitworth or bears Whitworth’s name or logo.
  - iv. Assist prospective students with understanding the Whitworth application process, requirements, and completion of online application.
  - v. Evaluate and screen all prospective students recommended for admission to Whitworth regarding academic ability, financial ability, and other criteria as directed by Whitworth.
  - vi. Provide regular communication with Whitworth international admissions staff regarding recruitment activities, market information, and prospective and current applicants with whom the Agent is supporting.

- vii. Make clear indication on Agent-referred applications that the student applicant is referred by/working directly with the Agent.
  - viii. Collaborate with Whitworth international admissions staff on financial inquiries and logistics related to student deposit payments and invoices and/or commission payments between Whitworth and Agent.
  - ix. Agent is not authorized to and shall not accept payments from students on behalf of Whitworth or otherwise. Students shall make all payments directly to Whitworth.
  - x. Support Whitworth international admissions staff in the event of in-person visits to the Agent's region for recruitment and/or training.
- b. Pursuant to the purpose of this Agreement, **Whitworth's activities for Agent shall include:**
- i. Provide Agent with recruitment resources, including catalogs, brochures, flyers, forms, and training, pursuant to the recruitment activities and needs conducted by the Agent on behalf of Whitworth University.
  - ii. Provide to Agent training and regular updates regarding admission requirements, application process, documents, timeline, and cost of attendance.
  - iii. Discuss and acquire agreement related to Agent compensation structure, method, and timelines.
  - iv. Compensate the Agent for each individual student that the Agent has directly assisted and recommended for admission if the student *(1) is admitted, (2) pays the tuition deposit, (3) receives F-1 visa and successful entry into the United States, and (4) maintains immigration status by attending Whitworth for a period of 45 calendar days from the beginning of the academic term of entry.*
  - v. Whitworth is not obligated to the student for any agreements made between the Agent and the student that are not explicitly written as part of this agreement contract. In no event shall the student be considered a third-party beneficiary to this contract.
  - vi. Provide all students referred by the Agent with all regular services provided to other international students, including admission advising, orientation, academic advising, and other general guidance and services. Whitworth assumes no financial responsibility for the retention or degree completion of students in its programs for any reason.
  - vii. After admission of an Agent-referred student, Whitworth agrees to provide timely communication related to financial aid awarding. Notwithstanding any term or condition of this Agreement to the contrary, Whitworth retains sole and exclusive discretion and authority relative to the admission or non-admission of an applicant, and decisions related to financial aid eligibility and awarding.
  - viii. In accordance with U.S. DHS/SEVP regulations, Whitworth will issue a Form I-20 to an admitted student only upon receipt and successful review of Whitworth's *Certificate of Financial Responsibility* and related financial documentation pursuant to the creation of the Form I-20.
  - ix. Provide Agent and student with general guidance concerning the F-1 student visa application process and entry to U.S.

## V. SUPPLEMENTAL REQUIREMENTS

- a. It is understood and agreed between both parties that the Agreement is not intended to nor does it create an employment contract between Whitworth and any of Agent's

employees. Neither Agent nor its employees are entitled to benefits that Whitworth provides for Whitworth employees. Agent's relationship to Whitworth is solely and exclusively that of an independent contractor.

- b. Agent shall comply, at its sole cost and expense, with all laws, codes, regulations, registration, licensing and permit requirements of all governments and governmental authorities, applicable to its activities in connection with this Agreement.
- c. Whitworth will provide Agent with all necessary program brochures, application forms, and other appropriate materials. Agent shall not: (i) distribute any translated versions of such materials without prior review and written approval by Whitworth; (ii) distribute any other documents or materials describing Whitworth, including but not limited to its programs, facilities, policies, procedures, standards, fees and expenses, unless such materials have been reviewed and approved in advance by Whitworth in each instance; (iii) make any representations relative to Whitworth, which are in conflict with the materials provided by and/or approved by Whitworth; or (iv) make any promises or representations regarding Whitworth relative to matters which are not expressly covered in the materials provided and/or approved by Whitworth, without first obtaining written clarification from Whitworth. Any copyrights or publication rights arising from or relative to materials developed by Whitworth University in connection with this agreement belong exclusively to Whitworth University. In any advertisements utilizing the name of Whitworth University, Agent shall not state or imply exclusive representation of Whitworth University, but Agent may use the title "Official Representative."

## VI. COMMISSION & FINANCIAL INFORMATION

- a. Unless otherwise expressly provided herein, Agent will be compensated for its services solely on a commission basis. No other salary or wage will be paid to Agent by Whitworth. An enrollment bonus may be discussed and formally added to this Agreement via an addendum in the event that the Agent sends three (3) or more students to Whitworth in a given term.  
Effective **[Date]**, the Agent's commission will be as follows:
  - i. Undergraduate programs: \$6,500.00USD flat-fee for each student recruited by the Agent which meets the commission eligibility requirements outlined in section IV.b.iv of this Agreement.
  - ii. Graduate programs: \$6,500.00USD flat-fee for each student recruited by the Agent which meets the commission eligibility requirements outlined in section IV.b.iv of this Agreement.
- b. The commission amount detailed above will be paid in one lump payment for the first year of enrollment only. Payment will be made within seven (7) business days after the student has completed the first 45 calendar days of the academic term of entry (Fall Semester, Spring Semester).
- c. If the student transfers from Whitworth or files for hiatus within the first 45 days, no commission will be issued to the Agent.

- d. All commission payments will be paid by international wire transfer only. Agent must provide Whitworth with all necessary banking information to complete wire transfer.
- e. Notwithstanding any term or condition of this Agreement to the contrary, no commission shall be payable to the Agent with respect to any student that was not directly recruited by the Agent and with the necessary evidence of that relationship.
- f. All tuition payments are subject to Whitworth University's *Tuition Cancellation Policy*, which provides for reimbursement of tuition and fees in the event of timely withdrawal or other separation from the University. Accordingly, all tuition (including the commission portion thereof), shall be retained by Whitworth until it is able to certify each student's enrollment in the Whitworth term for which the student's tuition has been paid. Whitworth shall pay to Agent the commission due for each recruited student, adjusted on a pro-rated basis on account of any tuition refund paid pursuant to Whitworth's *Tuition Cancellation Policy*.
- g. If the Agent charges any fees to the student above and beyond those charged by Whitworth University, such fees must be fair and reasonable, and disclosed by Agent to student in writing, in advance of or at the same time that the student is provided with information and materials regarding Whitworth.

## VII. DURATION OF AGREEMENT

- a. This Agreement represents the sole understanding and agreement between the parties relative to the subject matter herein. This Agreement may not be amended or modified except by written agreement, executed by both parties.
- b. This agreement is deemed active and enforceable upon mutual signing of authorized officials from both parties, and binding until a formal termination request is made.

## VIII. TERMINATION

- c. Either party, in its sole discretion, may terminate this agreement by providing the other party fifteen (15) days written notice of intent to terminate.

## IX. LIABILITY COVERAGE PROVISIONS

- a. Agent shall carry liability insurance that covers all third-party claims against the vendor and/or Whitworth University that may arise from Agent activities under this agreement. 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.
- b. Agent agrees to indemnify and hold harmless Whitworth University and its employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by Agent's employees, employees of Agent's subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Agent's performance or nonperformance of this Agreement.

- c. Agent warrants on its behalf and that of its contractors, employees, and agents that it shall comply with all applicable United States and local laws, ordinances, rules, regulations and codes, including, but not limited to, the Family Educational Rights and Privacy Act of 1974 with respect to personally identifiable student education records and the Health Insurance Portability and Accountability Act with respect to medical records. Agent and its subcontractors, employees, and agents shall obtain and maintain in full force and effect, all necessary permits, licenses, and authorizations required by governmental agencies.
- d. Governing law: This Agreement shall be governed by the laws of the State of Washington.

**X. ENTIRE AGREEMENT**

a. This agreement constitutes the entire agreement between the parties, and all terms and conditions agreed upon by both parties, including those which may be modified by this Agreement, and supersedes all previous written or oral agreements regarding the subject of this agreement. No other understanding, oral, written 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.

b. All notices to Whitworth in connection with this Agreement shall be sent to:

*Whitworth University  
Office of International Education  
300 W Hawthorne Rd.  
Spokane, WA 99251  
USA*

c. All notices to Agent in connection with this Agreement shall be sent to:

*[Agent Name]  
[Agent Address]*

**XI. AGREEMENT SIGNATORIES**

a. The above Agreement and all responsibilities and stipulations therein are agreed to by the following signatory representatives:

**WHITWORTH UNIVERSITY**

**[AGENT]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

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

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