



PARTNER AGENT INFORMATION FORM

The purpose of this document is to ensure Schiller International University (SIU) has correct information for our Partner Agents. We, therefore, ask that you check the below details and update/complete any missing information in clear **CAPITAL LETTERS**.

Company Name: _____

Street Address: _____

City: _____ **State/Province/Department:** _____

Zip/ Post Code: _____ **Country:** _____

Phone 1 (Include country & city codes): _____ **Phone 2:** _____

Fax: _____ **Mobile:** _____

Web Site: _____

Your Name: _____

Job Title/ Position: _____

E-Mail Address: _____

SKYPE Address: _____

Do you have a valid business or commercial license to operate as an educational service provider, educational consultant or 'partner/agent' in your country? YES: _____ **NO:** _____

If yes, please provide a copy of this document or other evidence of your legal authority to provide the defined services in your country.

(Note): PLEASE ATTACH CV/ RESUME OR COMPANY PROFILE

Please read carefully the duties, terms, rights and code of conduct on the enclosed Partner Agent Agreement Form. If you agree with all the points contained in the Partner Agent Agreement Form, please complete, sign and stamp the form and return it to Schiller International University (SIU) as soon as possible. **Only Partner Agent Agreement Forms which are completed, signed and returned to SIU, and subsequently executed by SIU will be considered valid.** Upon receipt of the Partner Agent Agreement Form, SIU will execute the Partner Agent Agreement Form and issue a confirmation of your position as our Partner Agent Representative.

RETURN THE PARTNER AGENT AGREEMENT FORM AND THE PARTNER AGENT INFORMATION FORM TO:

Schiller International University - University Registrar
8560 Ulmerton Road, Largo, Florida, 33771, USA
Tel: + 1 (727) 736-5082
Fax: +1 (727) 734-0359
Email: REGISTRAR@schiller.edu

If you have any queries or wish to discuss any of the points of agreement further, please do not hesitate to phone, fax or email your concerns to us.

SIU – Partner Agent Information, Release & Agreement Forms **PARTNER AGENT INITIALS** _____ **SIU INITIALS** _____



PARTNER AGENT AGREEMENT FORM

Schiller International University (SIU) is pleased to appoint:

Company Name: _____ (Partner Agent Representative)

Street Address: _____

City: _____ **State/Province/Department:** _____

Zip/Post Code: _____ **Country:** _____

To represent Schiller International University (SIU) in: _____

Commencing on: _____ [ex. 12 Dec 2010]_ (Schiller staff to complete)

The Partner Agent Representative shall promote **Schiller International University (SIU)** and its programs of study and recruit students in accordance with the **Duties, Terms, Rights and Code of Conduct** (“Services and Duties”) outlined later on in the agreement.

Consideration for Students Attending Schiller International University (SIU) at our campuses in Florida (USA), Heidelberg (Germany), London (England), Madrid (Spain) and Paris (France).

This agreement does not infer or grant any exclusivity to the appointed Partner Agent Representative to represent Schiller International University or offer its academic programs. SIU shall retain the right to appoint other Partner Agent Representative’s in a given country or territory at its sole discretion.

For the outlined Services and Duties resulting in the enrollment of students, the Partner Agent Representative shall receive commission against tuition charges as follows:

COMMISSION STRUCTURE & PAYMENT TERMS

ONLY INTERNATIONAL/NON-US STUDENTS OF FOREIGN CITIZENSHIP THAT RESIDE IN COUNTRIES OUTSIDE THE US - THAT ARE NOT TITLE IV ELIGIBLE - ARE TO BE RECRUITED. FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THIS AGREEMENT.

Also, no commission shall be paid to Partner Agent for any students who are the beneficiaries of any SIU scholarship or discount. That is, SIU will not provide a discount or scholarship to any student AND pay a commission to Partner Agent.

Undergrad & Graduate	NEW FULL-TIME STUDENTS in any single Academic Year
1 – 30 students	15% of Tuition* for the attendance in the first three semesters.
More than 30 students (payable for the 31 st student forward)	20% of Tuition* for the attendance in the first three semesters.

SIU – Partner Agent Information, Release & Agreement Forms **PARTNER AGENT INITIALS** _____ **SIU INITIALS** _____



Payment terms: For all international students enrolling via Partner Agents at SIU, students will need to pay ONE SEMESTER or TERM tuition and fees 14 days prior to the student's arrival on campus. The agreed commission per enrolled full-time student will be paid in three installments, each payable after receiving the semester/term payment from the student and attendance in class. Partner Agent Representative must submit a completed invoice as per attached Exhibit A. All payments are made in US Dollars. See subsequent section 'terms' in the Partner Agent Agreement.

*Commission is paid on tuition rates only. No fees or other charges are applicable.

Partner Agent Representatives Duties

- Promote all campuses of Schiller International University (SIU) and its programs of study by recruiting students.
- Maintain suitable facilities that are appropriate and professional to help the Partner Agent Representative satisfy the performance requirements and obligations described in this agreement.
- Contact relevant individuals or organizations and provide information about SIU.
- Ensure that the student has visited the website of SIU and has read the Terms and Conditions.
- Display and distribute promotional materials. All promotional materials, advertisements or other forms of publicity must be approved in advance by SIU. SIU shall retain the right to instruct that any non-approved materials or ads be discontinued and withdrawn if not compliant.
- Help students to complete Applications, including collecting applicant credentials & forwarding completed applications to the designated SIU Admissions Office.
- Ensure that the student pays Schiller directly all applicable tuition and fees 14 days prior of the semester start date.
- Communicate to SIU any significant changes, market trends or new developments – positive or negative – that may impact SIU's recruitment activities in the Partner Agent Representative's country
- Counsel students and provide necessary assistance for enrollment.
- Ensure that students meet all entry requirements in the country of study that they plan on attending.
- Prepare and conduct information seminars for potential students in the Partner Agent Representative's territory as appropriate to generate more students for SIU
- At all times act as an independent contractor. Each party is responsible for obtaining all requisite regulatory approvals for the performance of its duties under this agreement.

ONLY INTERNATIONAL/NON-US STUDENTS OF FOREIGN CITIZENSHIP THAT RESIDE IN COUNTRIES OUTSIDE THE US - THAT ARE NOT TITLE IV ELIGIBLE - ARE TO BE RECRUITED. FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THIS AGREEMENT.

Terms

- Payment to the Partner Agent Representative will be processed within 45 days after the student begins attendance in the program of study contingent upon SIU having received all the student's applicable fees and verification that the Partner Agent Representative was responsible for the enrollment of the student as well as a completed appropriate invoice from the Partner Agent Representative as per Exhibit A.
- In the unforeseen situation where two or more Partner Agent Representatives have recruited the same student, SIU will pay only one commission to the Partner Agent Representative whose completed forms were received first. The University Registrar will be the individual that will review any Partner Agent Representative submissions and his/her determination of which Partner Agent is eligible for the commission will be final.
- No portion of the commission to the Partner Agent Representative will be paid if the student withdraws from SIU prior to attending classes or within the first four weeks of the term.

SIU – Partner Agent Information, Release & Agreement Forms **PARTNER AGENT INITIALS** _____ **SIU INITIALS** _____



- Commissions will be calculated and based on tuition only. For the avoidance of doubt, commissions will not be calculated or paid on any other 'fees' that are apart from and separate of the 'tuition'. As an example, but not limited to this, other 'fees' might include an Application Fee. No commission will be paid on this.
- SIU may terminate this agreement at any time, upon written notice being issued, without cause or prior notice. The Partner Agent Representative would be entitled to any commissions earned but not yet paid in accordance with the payment terms set forth herein.

Code of Conduct

The Partner Agent Representative undertakes:

- To act in an ethical and professional manner in all undertakings with international students, their families and SIU.
- To provide advice to international students based on instructions or other information supplied by SIU.
- To provide information to international students about life and study in the countries where SIU has campuses.
- To act in good faith so as to not intentionally undermine the good name of any individuals or SIU as a whole.
- To provide applicants with SIU's payment policy and obtain student certification that they have read the policy.

Rights Reserved

SCHILLER INTERNATIONAL UNIVERSITY (SIU) reserves the right to:

- Terminate this agreement at any time, upon written notice being issued, without cause or prior notice.
- The ownership of all SIU intellectual property, including but not limited to materials, documents, designs, publications or any other material that would reasonably be considered to be the rightful property of SIU.
- **To determine the final interpretation of this Agreement without appeal.**

Severability, Sole Agreement, Amendments, Governing Law, Successorship and Non-assignment

If any provision of this Agreement is declared or found to be illegal, unenforceable, invalid or void, then this Agreement shall be construed in all respects as if such illegal, unenforceable, invalid or void provision had never been in this Agreement. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The Parties understand that the Agreement supersedes all prior agreements or oral understandings executed or stated prior to the date of this Agreement. This Agreement may only be amended or modified by consent of the parties hereto, with any such amendment or modification to be invalid unless in writing signed by both parties.

This Agreement, its validity, construction and effect shall be governed by the laws of the State of Florida, USA without regard to the principles of conflict of laws.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, the Partner Agent Representative may not assign this Agreement, nor shall any of the rights or obligations hereunder be assignable, without the express, written and prior consent of a duly authorized SIU representative. Any assignment which does not have the written consent of SIU shall be null and void.

SIU – Partner Agent Information, Release & Agreement Forms **PARTNER AGENT INITIALS** _____ **SIU INITIALS** _____



X _____ X _____

Signed:
Partner Agent Representative

Signed:
For and on behalf of **SCHILLER INTERNATIONAL UNIVERSITY (SIU)**

X _____ X _____

Printed Name & Title:
Partner Agent Representative

Printed Name & Title:
For and on behalf of **SCHILLER INTERNATIONAL UNIVERSITY (SIU)**

PARTNER AGENCY STAMP Date: _____ **Date:** _____

SIU – Partner Agent Information, Release & Agreement Forms **PARTNER AGENT INITIALS** _____ **SIU INITIALS** _____

VERSION 5 November 2010



EXHIBIT A - SCHILLER PARTNER AGENT COMMISSION INVOICE

Please complete and return by email or by fax to: Global Partnerships by Email: REGISTRAR@schiller.edu

or Fax: USA (727) 734-0359

* Payments may only be issued in the name of the Partner Agent Representative or, in the case of a foreign individual, accompanied by a completed US IRS TAX form W-8BEN which Schiller must hold on file – find more info at <http://www.irs.gov/businesses/article/0,,id=180219,00.html>.

Company Name		Contact Name	
Date Submitted		Contact Email	

The following is a list of students that the Partner Agent Representative sent to SIU. Final verification of this list shall be subject to the review of the University Registrar and/or other SIU representative to validate each individual's status.

	Student Last Name	Student First Name	Campus	Start Date	Indicate Semester Claimed	
1					1	2
2					1	2
3					1	2
4					1	2
5					1	2

PLEASE NOTE THAT ALL PAYMENTS WILL BE MADE IN US DOLLARS AS PER YOUR AGREEMENT

REQUEST A CHECK

Company Name of Account*			
Street Address			
City		State or Province	
Zip or Postal Code		Country	

SIU – Partner Agent Information, Release & Agreement Forms **PARTNER AGENT INITIALS** _____ **SIU INITIALS** _____



REQUEST a Bank Wire Transfer to my Company Bank Account (Agent pays any wire charges):

Company Name of Account*	
Name of Beneficiary Bank	
Address	
Swift	
Sort	
IBAN	
Account Number	

AND: If applicable, here are the details of my Intermediary Bank:

Company Name of Account*	
Name of Beneficiary Bank	
Address	
Swift	
Sort	
IBAN	
Account Number	

TOTAL US Dollars Amount Claimed	\$
--	----

SIU – Partner Agent Information, Release & Agreement Forms **PARTNER AGENT INITIALS** _____ **SIU INITIALS** _____