RECRUITMENT AGENT AGREEMENT

between

MBS COLLEGE OF CRETE
(hereafter referred to as “EDUCATION PROVIDER”)

And

............ OVERSEAS ZONE EDUCATION CONSULTANT ..........
(hereafter referred to as ”AGENT”)

Whereby the EDUCATION PROVIDER appoints the AGENT as a Representative of MBS COLLEGE OF CRETE for all the courses and programmes offered by the EDUCATION PROVIDER, on the terms specified below.

A. The EDUCATION PROVIDER

1. The EDUCATION PROVIDER agrees to give the AGENT the authority to introduce and recommend individual students to the EDUCATION PROVIDER in accordance with the admission standards and policies of the EDUCATION PROVIDER, and/or any other guidelines agreed by both parties.

Information

2. The EDUCATION PROVIDER shall endeavour to provide the AGENT complete and up-to-date information on the EDUCATION PROVIDER with regard to the programmes, course structure, fee schedules, admissions policies and other important aspects so as to assist in the proper counselling of prospective students. At its own expense the EDUCATION PROVIDER shall provide the AGENT with adequate stocks of current prospectus, information leaflets, application forms and other useful promotional materials.

3. The EDUCATION PROVIDER shall answer any enquiries and send all correspondence and related documents to the AGENT promptly via the most efficient means.

4. The EDUCATION PROVIDER shall send all the necessary documents to the AGENT for student passport procedures and visa application before receiving fees remitted from the AGENT.

Commission Rates

5. For each individual student enrolled at the EDUCATION PROVIDER, following recommendation by the AGENT, the EDUCATION PROVIDER shall pay to the AGENT a professional fee amounting to:

- 1-5 fully enrolled students, 10% per student of the annual fees of year 1.
- 6-10 fully enrolled students, 15% per student of the annual fees of year 1.
- 11-15 fully enrolled students, 20% per student of the annual fees of year 1.
- 16+ fully enrolled students, 30% per student of the annual fees of year 1.

6. This fee shall be remitted in the form of bank transfer to the AGENT within four weeks after the student has enrolled at the EDUCATION PROVIDER.

7. Payments will be made only on receipt of invoice, which must include the student’s name, student ID number (or date of birth), the courses of study and commencement date.

8. The EDUCATION PROVIDER agrees to refund the tuition fee, and any other fee received from the AGENT (less any administration fee and in accordance with the Provider’s refund policy) if the student is refused the final visa application.

9. The EDUCATION PROVIDER reserves the right to refuse a student’s application if it considers that there are justifiable reasons to do so.

10. The EDUCATION PROVIDER will not pay a commission if the AGENT does not indicate on the Application Form that they represent the student, if the student withdraws from their course of study within the official refund period or if the student has already submitted an application form to the EDUCATION PROVIDER.

Performance of Duties
11. The EDUCATION PROVIDER will arrange home stay accommodation if required.

12. The EDUCATION PROVIDER will review the AGENT’s performance annually. This could be by way of student satisfaction surveys, interviews.

13. The EDUCATION PROVIDER will direct the AGENT to a copy of the Code of Practice for the Pastoral Care of International Students, in AGENT’S own language if appropriate.

14. The EDUCATION PROVIDER will advise the AGENT that ethical performance by the AGENT is of paramount importance.

B. The AGENT

1. The AGENT shall advise, evaluate and screen all prospective students and shall collect from the students on behalf of the EDUCATION PROVIDER the necessary application forms, reports, testimonials, financial guarantee letters, and any other documents requested by the EDUCATION PROVIDER these will then be transmitted to the EDUCATION PROVIDER.

2. The services and responsibilities of the AGENT to the EDUCATION PROVIDER shall include promotion of the EDUCATION PROVIDER, its programmes, and
other services including accommodation for students. The AGENT shall also give advice to prospective students and parents to ensure they have a full understanding before committing to enrolment.

3. In the advising of individuals and dissemination of information, the AGENT shall take all reasonable measure to ensure that only factual and up-to-date information is given.

4. The AGENT shall endeavour to introduce and recommend individuals who are academically and financially qualified for admission to the EDUCATION PROVIDER.

5. The AGENT shall submit complete documentation of the student's application to the EDUCATION PROVIDER promptly by airmail, or any other efficient method as required.

6. The AGENT shall ensure the EDUCATION PROVIDER receives the tuition and any other fees from the students and the AGENT will remit these amounts to the EDUCATION PROVIDER bank transfer within one week of the student gaining visa approval in principle.

7. The AGENT will not engage in any false, misleading or deceptive conduct or otherwise contravene any of the EDUCATION PROVIDER'S obligations under the Code of Practice for the Pastoral Care of International Students.

C. TERMINATION

This Agreement is subject to cancellation by either party on notice of two (2) weeks. The Agreement shall be valid for three (3) years from the date of signature. Any renewal of the Agreement will be negotiated.

If the EDUCATION PROVIDER becomes aware that the AGENT is engaging in false, misleading or deceptive conduct or otherwise contravening the EDUCATION PROVIDER'S obligations under the Code, the EDUCATION PROVIDER will immediately advise the AGENT in writing to cease that activity. If the AGENT fails to cease, the EDUCATION PROVIDER will immediately withdraw the AGENT'S accreditation, terminate this Agreement and stop accepting students from the AGENT.

Any dispute that may arise shall be settled in accordance with the laws of Greece and the EU.

THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:
Signed for and on behalf of the EDUCATION PROVIDER:

Signature: ___________________________  Designation: ___________________________

Date: _______________________________________

Signed for and on behalf of AGENT:

AGENT Signature: ___________________________

Date: _______________________________________
Confirmation of Agreement
Please complete and return this form to *MBS College of Crete*. Please keep this Agreement Contract for your records

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<td>Agency Signatory &amp; Title</td>
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<td>Commission Payment Details</td>
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<td><strong>Payment in €</strong></td>
<td><strong>Provide the following when making payment:</strong></td>
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<td>□ Direct Credit</td>
<td>Bank Name and Address</td>
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<td><strong>Overseas Payment</strong></td>
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I have read and understood the conditions of the Contract and I agree to follow them. I have also read the Code of Practice for the Pastoral Care of International Students and agree to comply with the conditions.

Signed: ……………………………………………….. (Agent)

Date: …………………………………………………...