

**Contracted Services  
Agreement Between  
Illinois College, Jacksonville,  
Illinois, USA  
And  
JBS GLOBAL LLC, Dover,  
Delaware, USA**

**1. Parties**

This contract is entered into between Illinois College, Jacksonville, Illinois, USA, herein referred to as "IC" and JBS GLOBAL LLC, Dover, Delaware, USA, herein referred to as the "Contractor".

**Contractor Information**

Organization Name	JBS GLOBAL LLC
Address	8 THE GREEN, SUITE R
Address Line 2	
Address Line 3	
City & State	Dover, Delaware
Country	USA
Postal Code	19901
Phone number with country code	+1-302-314-5339
Fax number with country code	
Point of Contact	JASON BENADRETTI, DIRECTOR, INFO@ELITEEUROTALENT.COM, +1-302-314-5339
Social Security number or Federal Tax ID (for companies located in the US)	88-1710360

*Note: Contractor's SSN/FTI number must be provided before payment will be processed. If Contractor is a Non-Resident Alien, payment is subject to withholding in accordance with IRS 1042 reporting requirements and Contractor shall request instructions for Non-Resident Alien tax withholding.*

Non-Resident Alien? YES

NO

**Illinois College Information**

Illinois College
1101 West College Avenue
Office of Admission
Jacksonville, Illinois
USA
62650
Phone: +1.217.245.3030
Fax: +1.217.245.3034
Contact: Zach Wittmann ( zach.wittmann@ic.edu )

**2. Purpose**

The Purpose of this Contract is to promote the enrollment of academically qualified international students at IC. The Contractor will work in accordance with the American International Recruitment

Council (AIRC) Certification Standards to promote and publicize IC and its programs to students and encourage their matriculation to IC.

### **1. Effective Date and Duration**

The Contract term is for a period of one year beginning on the date of the last signature. The Contractor shall commence performance upon receipt of a signed and fully executed Contract from IC. After the initial one-year term, renewals of the Contract, by mutual written agreement of both parties, may be made at one year intervals or any interval that is advantageous to IC. Successful recruitment of students into IC academic programs will be ongoing during any Contract term.

### **2. Services and Responsibilities of the Contractor**

The Contractor agrees to perform the following services:

- a. Provide accurate, current information about IC and its programs to interested prospective international students
- b. Clearly identify by means of a cover letter attached to the application student applicants who have been recruited through Contractor's efforts
- c. Assist student applicants through the application process in cooperation with IC
- d. Inform IC when student receives the appropriate visa and of student arrival plans
- e. Submit invoice in accordance with IC requirements for commission payment.

#### **Under this Contract, the Contractor must not:**

- a. Engage in any dishonest practices including suggesting to prospective students that they can come to the US on a student visa with a primary purpose other than full-time study
- b. Facilitate applications for students who do not comply with visa requirements
- c. Make any representations or offer any guarantees to students about whether they will be granted a student visa or about the likelihood of awards of financial aid or scholarships
- d. Commit IC to admit any prospective student and must not make representations to the contrary
- e. The Contractor does not have authority to enter into any agreement, make promises on IC's behalf, or otherwise bind or obligate IC to a prospective student or third party.

### **3. Services and Responsibilities of IC**

IC must use reasonable efforts to:

- a. Give the Contractor sufficient information to enable the Contractor to conduct the services described in this Contract
- b. Communicate changes to policies and procedures and the Academic Programs and course list and provide new and updated promotional materials when available
- c. Process applications in a timely manner
- d. Retain full authority for making offers of admission with the understanding that IC is under no obligation to admit any prospective students referred by the Contractor.

### **4. Consideration**

For providing the services set forth in Section 4, **IC agrees to pay Contractor a commission of \$4,000 (USD) per full time student for the first three students in an academic year that are recruited by Contractor and enroll at Illinois College for a minimum of two semesters as a result of these recruitment efforts. IC agrees to pay Contractor a commission of \$5,000 (USD) per full time student for the fourth student and beyond in an academic year that are recruited by Contractor and enroll at Illinois College for a minimum of two semesters as a result of these recruitment efforts.** This commission will be paid only for non-US students referred by Contractor who are accepted to IC in accordance with its admission requirements and who subsequently enroll in academic programs at IC's Jacksonville, Illinois campus. There will be no commission paid for tuition related to summer attendance by the student or for attendance at IC after the first two consecutive semesters.



One-half of the commission described will be paid within sixty (60) days of receipt by IC of full tuition payment by the student for the first semester. The second half of the commission will be paid within sixty (60) days of receipt by IC of full tuition payment by the student for the second semester. IC will only make payment to the Contractor on student accounts that have been paid in full. Tuition rate is based on academic credits and course load for full time, which is 12 credits minimum. In the extraordinary event that a student withdraws from IC and is refunded tuition monies after payment has been made to the Contractor, Contractor agrees to promptly refund any excess commission paid by IC.

**Illinois College will provide \$23,000 USD renewable scholarships annually (valid for 1st academic year, plus 3 subsequent academic years, for a total of 4 academic years) to students that are recruited by the Contractor who meet the IC admission requirements and are successfully admitted to Illinois College. The students will be expected to reside on campus during all 4 academic years to maintain full eligibility for their scholarship.**

## **5. Relationship of the Parties**

It is mutually agreed that the Contractor is an independent contractor and not an employee of IC for the purposes of this contract. It is understood that the Contractor is not subject to the supervision and control of IC, nor is the Contractor carrying out the regular business of IC. Each of the parties will be solely and entirely responsible for its own acts and the acts of its employees or agents. No benefits provided by IC to its employees, including unemployment and workers' compensation insurance, will be provided to the Contractor or his/her/its employees.

## **6. Ownership and Publication of Materials**

No materials may be used in the advertising or promotion of IC unless they have been provided by IC or have been approved in writing by IC prior to their publication or usage. IC must review and approve all promotional materials to be distributed by the Contractor, and shall retain all other rights including copyright and right of reproduction for all materials provided.

## **7. Access to Records**

The Contractor shall adequately account for and maintain reasonable records for his/her/its performance and allow access to these records by IC, the Auditor and/or the Vice President of Business Affairs as may be necessary for audit purposes in determining compliance with the terms of this Contract.

All records pertaining to the Contract must be retained by the Contractor for a period of five years from the completion date of this Contract. If any litigation, claim or audit is started before the expiration of the five- year period, the records must be retained until the litigation, claim or audit findings have been resolved.

## **8. Indemnification**

The Contractor agrees to defend, indemnify and hold IC and its directors, officers, trustees, employees and agents harmless from and against all damages, liabilities, suits, causes of action, claims, costs, and expenses, including reasonable attorney's fees and defense costs, to the extent caused by Contractor's negligent or wrongful acts or omissions in the performance of its obligations under this Contract. This clause shall survive termination of this Contract.

## **9. Non-discrimination**

The Contractor agrees that in the performance of its obligations under this Contract, it will not unlawfully discriminate against any person on the basis of gender identity, sexual orientation, race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.



## **10. Modification**

This Contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents or other party not contained in this Contract, are valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment mutually agreed upon by the parties.

## **11. Termination**

### **1.1 Termination for Convenience**

IC may, by written notice to the Contractor, terminate this Contract without cause. IC must give notice of termination to the Contractor at least thirty (30) days prior to the effective date of termination.

### **1.2 Reduction of Funding**

IC, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

## **12. Contractor Performance Assessments**

IC may conduct assessment of the Contractor's performance. This Contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. IC will make any final decision to terminate this Contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of Contract termination. Performance assessment may be considered in future solicitations.

## **13. Severability**

If one part of this Contract is held to be illegal, void or in conflict with any Illinois law, the validity of the remainder of this Contract remains operative and binding.

## **14. Assignment, Transfer and Subcontracting**

There will be no assignment or transfer of this Agreement or of any interest in this Agreement, unless both parties agree in writing. No services required under this Agreement may be performed under subcontract unless both parties agree in writing.

## **15. Notice**

All notices relating to this Contract will be in writing and given to the contact person at the address provided for in this Contract.

**16. Venue**

This Contract will be interpreted according to the laws of the State of Illinois and the laws of the United States. The parties agree that, in the event of litigation concerning this Contract, venue shall be in the State of Illinois, in and for the County of Morgan.

This Contract consists of five (5) pages plus attachments. The original will be retained by IC. A copy of the original will have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set forth below.

Illinois College

Name of Organization

Kent J. Siltman

Signature

Name: Kent Siltman

Title: Vice President of Business Affairs & Chief Financial Officer

11/09/2022

Date

**Contractor:**

JBS GLOBAL LLC

Name of Organization

Jason Benadetti

Signature

Name: Jason Benadetti

Title: Director

11/9/22

Date

Signature

Name:

Title:

Date






# JBS GLOBAL LLC (AKA Elite Euro Talent) Agent Agreement

Final Audit Report

2022-11-09

Created:	2022-11-09
By:	Zach Wittmann (zach.wittmann@ic.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzC-tuvio2siM-8z1muvuxZs1ICCo1fYh

## "JBS GLOBAL LLC (AKA Elite Euro Talent) Agent Agreement" History

-  Document created by Zach Wittmann (zach.wittmann@ic.edu)  
2022-11-09 - 9:08:05 PM GMT- IP address: 172.221.141.177
-  Document emailed to Kent Siltman (kent.siltman@ic.edu) for signature  
2022-11-09 - 9:10:37 PM GMT
-  Email viewed by Kent Siltman (kent.siltman@ic.edu)  
2022-11-09 - 10:32:11 PM GMT- IP address: 64.233.172.162
-  Document e-signed by Kent Siltman (kent.siltman@ic.edu)  
Signature Date: 2022-11-09 - 10:32:46 PM GMT - Time Source: server- IP address: 107.167.208.234
-  Agreement completed.  
2022-11-09 - 10:32:46 PM GMT