

CONSULTATION AND SERVICES AGREEMENT

Whereas, **Trine University** (hereinafter called “**TRINE**”) desires to increase its international student enrollment, and whereas Representative provides international student recruitment services, the parties hereto agree as follows:

1. Purpose of the Agreement
 - (a) The Representative is appointed as a representative of TRINE for the purpose of providing program information and recruiting prospective students for Trine. The Representative is authorized to represent TRINE academic programs to prospective applicants.
 - (b) This is a non-exclusive agreement and Trine can appoint other Representatives as it so chooses with respect to any country or area.
2. Responsibilities of the Representative
 - 2.1 The Representative shall provide the following consultation, recruitment and marketing services to Trine:
 - (a) promote TRINE Academic Programs to ensure that the quality and value of attending TRINE is widely advertised to prospective students.
 - (b) find suitable prospective students to undertake TRINE Academic Programs;
 - (c) assist prospective students to become TRINE students,
 - (d) provide reports or information requested by TRINE or required by this Agreement; and,
 - (e) offer other services necessary to ensure the overall success of students recruited by the Representative to TRINE, including but not limited to general advice and counsel and troubleshooting of student problems.
 - 2.2 In performing said services, the Representative shall:
 - (a) promote TRINE Academic Programs with integrity and accuracy and recruit students in an honest, ethical and responsible manner;
 - (b) provide prospective students with complete and accurate information about the admission requirements of TRINE Academic Programs. This can only be done by reference to the material provided by TRINE and, when not available, through direct communication with TRINE personnel;
 - (c) assist prospective students in completing all required application documents, assuring their authenticity, quality and completeness, and submitting these to TRINE;
 - (d) provide to TRINE each student's permanent address and email (other than those of the Representative);

- (e) provide annual reports to TRINE on the operation of this agreement or as otherwise requested from time to time;
- (f) advise applicants on procedures for obtaining a passport and visa;
- (g) provide TRINE with market intelligence about the recruitment of local students;
- (h) only undertake promotional and marketing activities that are connected to or make reference to TRINE that are expressly authorized by TRINE;
- (i) comply with all relevant laws;
- (j) take no action that will result in TRINE's non-compliance with any U.S. laws or regulations or any local or national laws or regulations;
- (k) maintain the confidentiality, integrity, and security of prospective and accepted students' records and communications. Representative shall secure permission of the individuals before sharing information with others outside of the organization;
- (l) provide services in a nondiscriminatory manner on the basis of race, sex, sexual orientation, religion, age, disability, national origin or marital status; and
- (m) to ensure continuity and clarity of communications, the Representative shall communicate primarily with the Assistant Vice President of International Services and Global Partnerships, at present, Mr. David Colbert.

2.3 The Representative shall not:

- (a) recruit Indian nationals residing in India or the USA;
- (b) lead students to believe that TRINE will only accept applications submitted through the Representative;
- (c) charge students unreasonable fees in addition to those paid to Representative by TRINE;
- (d) commit TRINE to accept any prospective student into an Academic Program, or make representations to that effect to any student;
- (e) make explicit promises to students regarding the time required for degree completion;
- (f) promise students that they will be granted visas; or
- (g) use TRINE's name or any registered or unregistered trademark or logotype of TRINE without the prior written consent of TRINE. Promotional materials published by TRINE may be distributed without prior approval of TRINE as long as this Agreement is in effect.

3. Responsibilities of TRINE

- (a) process applications of prospective students recruited by the Representative pursuant to current TRINE admission requirements and communicate admissions decisions in a timely manner, generally within 7 -10 days of the decision;
- (b) provide Representative with sufficient and updated information to undertake services including the TRINE catalogue, degree programs, brochures, flyers, etc.;
- (c) review prospective students' information and issue I-20 documents in accordance with applicable immigration regulations;

4. Compensation

TRINE shall pay Representative commission at a rate of 12% of full tuition per semester for each UNDERGRADUATE referred by Representative who remains enrolled at Trine.

TRINE shall pay Representative commission at a rate of 20% of tuition paid per semester for each GRADUATE student referred by Representative who remains enrolled at Trine.

For purposes of this Agreement, a student is not enrolled unless and until: A) the student meets all academic and immigration requirements and is admitted by TRINE; B) the student pays TRINE's fees for the semester; and C) the tuition refund deadline for the semester has passed (typically one week after classes begin).

Payments shall be due to Representative within thirty (30) days after the tuition refund deadline for each semester has passed.

5. Independent Contractor

The parties agree that all of the services to be performed by Representative under this Agreement shall be performed by Representative as an independent contractor, and not as an agent, partner, employee, partner or joint venture of TRINE. Representative does not have, nor shall Representative hold himself or herself out as having any right, power or authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding on TRINE unless a duly authorized officer of TRINE shall consent thereto in writing.

6. Term and Termination of the Agreement

6.1 This agreement may be terminated by either party at any time for any reason by providing sixty (60) days written notice of termination to the other party.

6.2 TRINE may terminate this Agreement at any time and with immediate effect by giving notice to the Representative if the Representative materially breaches any provision of this Agreement.

6.3 If terminated, the Representative shall:

(a) immediately cease to use any advertising, promotional or other material supplied by TRINE.

7. Miscellaneous

7.1 Governing Law

This Agreement shall be interpreted and enforced in accordance with the laws of the United States and the State of Indiana (without application of its conflict-of-law principles). Trine and Representative agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in Steuben county, Indiana, or the United States District Court for the Northern District of Indiana, Fort Wayne Division, and the parties hereby submit to the jurisdiction and venue of such courts and waive any right to challenge or otherwise object to personal jurisdiction or venue in any action commenced or maintained in such courts.

7.2 The parties agree that this is the entire agreement between TRINE and the Representative with no agreements, contracts, or promises otherwise, written or oral, relating hereto. This Agreement supersedes and cancels all previous written or oral agreement, understanding, or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented, or modified except by a written document signed by Representative and a duly authorized officer of TRINE.

JBS Global LLC

Trine University

Tomaso Sasdelli

Name: David M. Colbert

Tomaso Sasdelli
Tomaso Sasdelli (Nov 22, 2022 12:11 PST)



Director

Title: Assistant Vice President OIS

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