



SNOW COLLEGE

CENTER FOR GLOBAL ENGAGEMENT

Agreement Between
Snow College
&
JBS GLOBAL LLC

I. PARTIES

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

Snow College, an institution in the Utah System of Higher Education, hereinafter called "the College", whose principal place of business is 150 E. College Avenue, Ephraim, Utah 84627, U.S.A.

AND

"JBS GLOBAL LLC", hereinafter called "JBSG", whose principal place of business is 8 The Green, Suite R, Dover, DE 19901, USA.

II. PURPOSE

The College would like to make its programs of study in the United States known and available to potential students in Europe. Therefore, an agent designated by the College will market the College's programs in Europe; assist students from Europe in completing College application materials; provide general information about the College to students in Europe; and provide orientation services to students in Europe who plan to attend the College. The College designates JBSG as an official agent of the College in Europe for the designated purposes.

III. CONSIDERATION

This Agreement is entered into in exchange for the mutual promises contained herein.

IV. RECITALS

BOTH PARTIES HEREBY AGREE AS FOLLOWS:

I. DUTIES OF THE COLLEGE

1.1 AGENT IN EUROPE

The College agrees to appoint JBSG as an official agent in Europe for the purposes of marketing the College and its programs in Europe, providing information to potential students living in Europe about the College, providing assistance to students living in Europe in completing their College application packets, and providing orientation services to students Europe who will be attending the College.



1.2 FEES

a) The College agrees to pay JBSG a fee for each student

1) who it assists in completing an application and/or to whom it has provided orientation assistance AND

2) who duly registers and pays tuition.

The fee shall be 15% of student tuition for each semester/session of the first academic year that the student remains fully enrolled at Snow College. The fee does not apply to groups who attend the College for specialized classes that are contracted separately. If a student attends less than a full session, no remuneration will be made.

b) JBSG agrees to invoice the College for fee payment as cited in 1.2 a) above. The invoice must be received during the semester/session for which the student registers.

c) The College agrees to pay the fees in a timely manner following the receipt of an appropriate invoice.

2. DUTIES OF JBSG

2.1 JBSG agrees to conduct student recruitment, marketing and development of educational projects together with the College, as requested by the College in Europe. The College reserves the right to approve any marketing material, either written or electronically made (such as videos/tapes), that represents the College. JBSG will submit a copy of any such marketing material to the College's representative, the Center for Global Engagement, for review and approval prior to use of the material for marketing purposes.

2.2 JBSG agrees to provide assistance in completing College application materials to all students from Europe who it finds, or who are referred to it, by whatever source.

2.3 JBSG agrees to provide orientation services regarding visa interview and pre-departure information about arrival in the U. S. to all students from Europe who will attend the College's campus in Ephraim, Utah.

2.4 JBSG agrees to provide information on the College and its programs to all students from Europe who request such information.

2.5 JBSG agrees that if tuition payments or other payments due to the College are received by JBSG on behalf of any student, JBSG will remit total amount due for the student to the College within 30 days of the beginning of each applicable semester/session. This will be in effect unless a separate agreement is made.

3. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that JBSG and the College are separate, independent agencies. The employees of JBSG are not, nor shall they be deemed to be employees of the

College, and the employees of the College are not, nor shall they be deemed to be employees of JBSG.

4. LIABILITY OF CONTRACTING AGENCIES

Each party shall be responsible for the negligent acts or omissions of its own employees or officers in the performance of this Agreement. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any party, firm, or corporation, or other third party not a party to this Agreement.

5. DURATION OF AGREEMENT

This Agreement shall be effective for a period of one (1) year from the date of signing, except for the provisions stipulated in Section 7 herein (Termination).

6. EXTENSIONS OR MODIFICATION OF AGREEMENT

This Agreement may, by mutual agreement, be extended for an additional period of one (1) year. Any such extension, or any modifications of this Agreement must be in writing signed by duly authorized representatives of both parties.

7. TERMINATION

Either party, in its sole discretion, may terminate this Agreement by providing the other party sixty (60) days written notice of intent to terminate.

8. NOTICES

8.1 All notices shall be hand delivered by duly authorized representatives of the parties or mailed by recognized commercial courier service.

A. Snow College
Attn: Wissem Abid
Center for Global Engagement
150 E. College Avenue
Ephraim, Utah 84627 U.S.A
Phone: (435) 283-7435
E-mail: wissem.abid@snow.edu

B. JBS GLOBAL LLC
Attn: Jason Benadretti
8 The Green, Suite R, Dover,
DE 19901, USA
Phone: +1-302-314-5339
E-mail: info@blusoar.com

8.2 Any change in address shall be given to the other party in writing.

8.3 All notices required to be delivered by this Agreement shall be deemed received on the date of delivery, if hand delivered; on the date of receipt, if mailed certified mail, return receipt requested, or Express Mail. If a notice is received on a weekend or national holiday, it shall be deemed received on the next regularly scheduled business day.

9. ENTIRE AGREEMENT/MODIFICATION

This Agreement constitutes the entire Agreement between the parties and supersedes all previous written or oral agreements between the parties. Any modification or waiver of the terms of this Agreement shall be in writing and signed by duly authorized representatives of both parties.

10. DISPUTE RESOLUTION

Any dispute regarding the terms of this Agreement shall be decided by the College's Vice President of Academic Affairs and JBSG or his/her designee.


11. ATTORNEY FEES

In the event the need for litigation arises in the administration of the terms of this Agreement, each party shall bear its costs and attorney fees.


12. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah and venue for any possible legal proceeding arising due to administration of this Agreement shall be Sanpete County, Utah.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement in duplicate original counterparts, on the date of signing.



Wissem Abid
Center for Global Engagement
Snow College
150 E. College Avenue
Ephraim, Utah 84627 U.S.A.




Jason Benadretti
JBS GLOBAL LLC
8 The Green, Suite R, Dover,
DE 19901, USA

01-06-2023

Date

01/18/23

Date



Carson Howell
V.P. Finance & Administrative Services
Snow College
150 E. College Avenue
Ephraim, Utah 84627 U.S.A.

12/29/22

Date