# Contract for Recruiting Services

**BETWEEN**

**THE ENGLISH LANGUAGE PROGRAM**

**UNIVERSITY OF NORTH FLORIDA**

**AND**

**AGENCY OR AGENT NAME**

**THIS CONTRACT** (“Contract’) is made by and between The University of North Florida Board of Trustees, a public body corporate located in Jacksonville, Florida, United States of America, for the benefit of the University of North Florida (hereinafter "UNF") and in (hereinafter “AGENT”).

## I. RECITALS

UNF desires to make UNF’s English Language Program (ELP) known and available to potential students around the world. AGENT desires to assist UNF in making ELP so known and available.

The parties intend for this contract to be a means by which U. S. and foreign student interest can be promoted in ELP, information about ELP can be supplied, and qualified students can be recommended for admission to the ELP at UNF.

## II. TERMS OF AGREEMENT

The parties agree as follows:

1. Duties of UNF:

* 1. UNF authorizes AGENT to disseminate information about the ELP at UNF and to conduct recruitment on UNF’s behalf.
  2. UNF will provide AGENT with ELP catalogs, brochures, forms, and applications. UNF will provide to AGENT for dissemination information on ELP admissions requirements, procedures, and anticipated cost of attendance.
  3. Upon admission, UNF will provide students referred by AGENT all regular services provided to other international students in ELP, including orientation, advising, and counseling assistance. UNF assumes no financial responsibility for ELP students’ tuition, fees, housing, board, materials, or other direct or ancillary costs of attendance.

2. Duties of AGENT:

* 1. AGENT will dedicate its best efforts to performing its duties under this contract.
  2. AGENT will conduct student recruitment, marketing, and development of educational projects together with UNF.
  3. AGENT will submit copies of any and all materials, written or electronically made (such as, but not limited to, videos, tapes, Internet home-pages, etc.), that identify ELP or bear UNF’s name, logo, or other mark to UNF’s approved representative.
  4. AGENT will provide assistance to students in completing ELP application materials. AGENT will provide orientation and general information about ELP and the State of Florida to students AGENT finds, students referred to AGENT by any source, and to whomever requests such information.
  5. AGENT will evaluate and screen all prospective students recommended for admission to ELP regarding academic ability, financial ability, and other criteria, as set forth by the ELP.
  6. AGENT will only recommend for admission to ELP those students who are foreign students residing in a foreign country and who are not eligible to receive Federal student assistance.
  7. AGENT will provide ELP with a written recommendation for admission for each student. ELP reserves the sole right and responsibility for all admission decisions (unofficial or official) and admission notifications.
  8. AGENT is not authorized to and shall not accept payments from students on behalf of ELP. Students shall make all payments for the costs of attendance directly to ELP.

## III. FEES AND COMMISSION

1. UNF agrees to pay AGENT each semester a contract fee for each student referred to UNF by AGENT who is admitted to and enrolls in ELP, pays full tuition for ELP for that semester, and submits a signed agent/student semester agreement, as follows:
2. $850.00 (eight hundred fifty USD) for a Session A (13 weeks) enrollment;
3. $400.00 (four hundred USD) for a Session B (7 weeks) enrollment;
4. an amount equal to 22% (sixteen percent) of a student’s tuition for an enrollment of a student taking individual classes who is a foreign student residing in a foreign country and who is not eligible to receive U. S. federal student assistance.

No contract fee is due to AGENT from UNF unless the student is actually admitted to and enrolls in ELP, pays full tuition for ELP, and submits a signed agent/student semester agreement.

UNF will pay AGENT’s invoices for contract fees owed. Such invoices must be submitted to ELP for each and every semester that a new referred student attends classes at ELP. Payment of AGENT’s invoice shall be made not later than forty (40) days after receipt of a proper invoice, receipt of services, except that in the case of a bona fide dispute, AGENT shall be notified of the dispute and payment made only for the amount not in dispute. For purposes of determining the date an invoice was received, UNF will be deemed to have received an invoice on the date on which an invoice is first received at the location specified in this contract. In cases where AGENT's invoice is incorrect and AGENT is required to furnish a revised invoice, the receipt date of the revised invoice will be used. UNF will make partial payments to AGENT upon partial delivery of services when a request for such partial payment is made by AGENT and approved UNF’s controller. In cases of disputes regarding issues other than invoice amounts, AGENT will be contacted, documentation will be maintained as to the date(s) and person(s) contacted. The invoice receipt date will be the date final resolution is reached. Where the specific provisions of federal or state law alter the timeframe for making contractually required payments to AGENT, UNF will process payments to meet the contractual or statutory timeframe. If a check in payment of an invoice is not issued within forty (40) days after receipt of a proper invoice and receipt, inspection and approval of the services, UNF will pay to AGENT, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes. Such interest will be calculated on the unpaid balance from the expiration of such 40-day period until such time as the payment is issued to AGENT. Any interest penalty in excess of $1.00 will be processed within 15 days after issuing the payment unless there are exigent circumstances. The provisions of this paragraph apply only to undisputed amounts for which payment has been authorized. Invoices must contain AGENT’s name, taxpayer identification number (TIN) and contract number. AGENT must have on file with the Owner a complete accurate W-9, W-8 or other acceptable form that provides all necessary data to determine tax status. Payment to a non-resident alien independent contractor is subject to IRS and INS regulations and may be subject to income tax withholding at 30%, unless exemptions apply. Invoices will not be deemed received until AGENT has supplied all information specified above. Invoices received from AGENT shall be for the amount and pricing schedules set forth in the contract unless AGENT has received a written change order. A Vendor Ombudsman in the Department of Banking and Finance acts as an advocate for vendors who experience problems in obtaining timely payment. The Vendor Ombudsman may be contacted at 904-488-2924 or by calling the State Comptroller's Hotline 800-848-3792.

## IV. DURATION OF CONTRACT

1. The term of this contract is five (5) years, commencing on the date the contract is fully executed.

2. This contract may be extended for additional one-year terms if agreed by both parties. Any such extension must be in writing and signed by a duly authorized representative of each party.

## V. TERMINATION

Either party, in its sole discretion, may terminate this contract with or without cause by providing the other party One Hundred and Twenty (120) daysprior written notice of termination. All notices are to be hand delivered by duly authorized representatives or mailed through a recognized commercial service.

Authorized representatives are listed below:

To UNF: To AGENT: Name and Address

University of North Florida

1 UNF Drive

Jacksonville, Florida 32224-2645

United States

ATTN: Jane Braglia

Assistant Director, English Language Program

Any change of address or representatives shall be provided to the other party in writing within thirty (30) days following the change.

## VI. INDEPENDENT CONTRACTORS

The parties are independent contractors and no party is an agent, representative or joint venture partner of the other. Neither party has power to obligate or bind the other in any manner whatsoever. Neither party is liable for any debts or other liabilities of the other. This contract is for the benefit of the parties only and not for the benefit of any person not a party hereto.

Each party is responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this contract. Neither party assumes any responsibility to the other party for the consequences of the other’s negligence, or intentional act or omission.

## VII. GOVERNING LAW

This contract shall be governed by and construed under the laws of the State of Florida. The parties will cooperate mutually to resolve any disputes or understandings by collaboration and discussion.

## VIII. EXCEPTIONS

Both parties agree that if, due to extenuating circumstances (for example, a death in the family or a debilitating illness that would require the student to seek prolonged medical attention) or other circumstances, a student withdraws from ELP and is awarded a full refund of tuition by ELP, UNF will owe AGENT no contract fee for that student, and such fee will not be payable unless and until the student returns to ELP. UNF reserves the right to make final determinations in such cases.

## IX. PRIVACY OF STUDENT EDUCATION RECORDS

In accordance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, its implementing regulations, 32 C.F.R. Part 99 (“FERPA”), Section 228.091, Florida Statutes, and UNF regulation, the parties agree to protect the confidentiality of student education records. AGENT will indemnify UNF against any penalty, loss, or damage arising in connection with AGENT’s violation of FERPA.

## X. ENTIRE CONTRACT; MODIFICATION

This contract constitutes the entire contract between the parties, and the terms and conditions agreed upon by both parties, and supersedes all previous written or oral contracts regarding the subject of this contract. No other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto. Any modification or waiver of the terms of the contract must be in writing and signed by both parties.

## XI. PUBLIC RECORDS

The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this contract. Any failure to so allow shall constitute grounds for UNF’s termination of this contract.

## XII. STATE UNIVERSITY REQUIREMENTS

AGENT represents and warrants (1) that it has established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion; (2) that it has not been placed on the convicted vendor list by the Department of Management Services, State of Florida, (3) that neither it nor any subcontractor or other person, firm or business entity with whom it is engaged in a combined effort to perform this Contract has hired any person who is an officer or employee of UNF or State of Florida, and (4) that all students recruited for the ELP by AGENT are foreign students residing in a foreign country who are not eligible to receive Federal student assistance.

This contract may be unilaterally terminated by UNF if funds are not appropriated by the Florida Legislature.

## XIII. HUMAN TRAFFICKING

By executing this Agreement, AGENT attests, warrants, and represents ***under penalties of perjury***, that AGENT does not use *coercion* for *labor of services* as these *italicized* terms are defined by **Section 787.06, Florida Statutes**. If, at any time in the future, AGENT does use *coercion* for *labor or services*, AGENT will immediately notify UNF and UNF may terminate this Agreement and no further contracts may be executed, renewed, or extended between the parties.

**IN WITNESS WHEREOF**, the authorized representative(s) of UNF and AGENT have executed this contract.

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| **The University of North Florida**  **Board of Trustees**  Signed:  Scott Bennett  Vice President of Administration and Finance  UNF  In Jacksonville, Florida, USA  on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  date | **Agency or Agent name**  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME  TITLE  AGENT  City, country  on  date |