

## **INTERNATIONAL STUDENT RECRUITMENT SERVICES AGREEMENT**

This International Student Recruitment Agreement (“**Agreement**”) is entered into and signed by and between Avenue To Success Co., Ltd. (“**Contractor**”), an international student recruitment corporation in Vietnam, whose address is Level 6, 55 Truong Quoc Dung Street, Ward 10, Phu Nhuan District, Ho Chi Minh City, Vietnam, and the State University of New York, an educational corporation existing under the laws of the State of New York and having its office and principal place of business located at H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, by and on behalf of Stony Brook University (“**University**”), whose address is 100 Nicolls Road, Stony Brook, New York, United States of America (“**U.S.**” or “**United States**”), on the Effective Date set out below. Contractor and University shall individually be referred to as a “**Party**” and collectively as the “**Parties.**”

<b>Effective Date:</b>	March 1, 2025
<b>Initial Term:</b>	Three (3) years from the Effective Date ( <b>Section 2.2</b> )

### **RECITALS**

**WHEREAS**, University wishes to recruit International Students from the Territory (as defined below) for enrollment at the University;

**WHEREAS**, Contractor wishes to provides Services (as defined below) to assist in the promotion and recruitment of International Students to foreign educational institutions;

**WHEREAS**, Contractor has agreed to provide such Services pursuant to the terms and conditions of this Agreement;

**WHEREAS**, each Party acts exclusively in its own name on its own behalf with respect to the rights and obligations pursuant to this Agreement;

**NOW THEREFORE**, University and Contractor, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

### **1. DEFINITIONS; INTERPRETATION; PURPOSE**

**1.1. "Academic Year"** means two (2) semesters. Standard Fall semester start dates are in August and Spring semester start dates are in January of an Academic Year. For Contractor Fee purposes, Academic Year means two (2) consecutive semesters, which can be either Fall and Spring or Spring and Fall. Intersessions do not qualify.

**1.2. “Academic Programs”** means the Full-time registered undergraduate and graduate

programs offered by University and made available to International Students.

- 1.3. **“Confidential Information”** means any and all information of University or Contractor (the **“Disclosing Party”**) or any of their licensors, customers, employees or other service providers that has come or will come into the possession or knowledge of the other Party (the **“Receiving Party”**) in connection with or as a result of entering into this Agreement or provision or receipt of Services under this Agreement, including, without limitation, industry data and information concerning the Disclosing Party’s past, present or future students, customers, suppliers, technologies, systems, Academic Programs, products, strategies, business models or processes.
- 1.4. **“Contractor-Identified Students”** are undergraduate and graduate International Students, including transfer students, as well as IEC students, who are (1) recruited by Contractor; (2) enrolled in a University Program; (3) have paid the respective tuition and fees to University following an introduction to University via Contractor; and (4) are ineligible to receive Title IV program funds under the Higher Education Act of 1965, as amended (“Title IV”), as defined by federal guidelines (<https://studentaid.gov/understand-aid/eligibility>).
- 1.5. **“Contractor Fee”** means the Undergraduate Fee, Graduate Fee, and IEC Program Fee, as those terms are defined under the financial terms, which are attached herein as Appendix A: Financial Terms and incorporated by reference.
- 1.6. **“Excluded Program”** means a program that University makes temporarily or permanently ineligible for Contractor’s Services, which University may do from time to time and at University’s sole discretion.
- 1.7. **“Extension Term”** means the agreed time period that starts immediately after the Initial Term or previous Extension Term until the agreed end date.
- 1.8. **“First Academic Year”** means the first two (2) consecutive semesters a Contractor-Identified Student is enrolled in an Academic Program (e.g., Fall and Spring consecutive semesters or Spring and Fall consecutive semesters excluding intersessions).
- 1.9. **“Full-time”** means a minimum of twelve (12) academic credits each semester for Undergraduate Programs and a minimum of nine (9) academic credits each semester for Master Programs.
- 1.10. **“IEC Program”** means the Full-time registered English as a second language education courses offered by University’s Intensive English Center and made available to International Students. It is designed for Prospective Students whose English proficiency is not sufficient for admission to the University's Academic Programs but who otherwise meet the admissions requirements for the University's English-only program.
- 1.11. **“Initial Term”** means the agreed time period starting at the Effective Date until the agreed end date of the Agreement.

- 1.12. "International Student"** is a person who is neither a U.S. citizen nor a U.S. permanent resident who resides in a country outside the United States, is or intends to be temporarily in the U.S. on a non-immigrant visa, and is ineligible for federal financial aid.
- 1.13. "Laws"** means the laws of the State of New York and the United States of America, and any other laws to which University is subject, as may be amended or modified from time to time.
- 1.14. "Minimum Screening Parameters"** are the recommended screening criteria set by University for Contractor-Identified Students to be considered for admission. These parameters include key threshold metrics, such as English language proficiency tests, satisfaction of course/grade requirements, meeting prerequisites, and compliance with visa requirements.
- 1.15. "Net IEC Program Fees"** means the IEC program fees for the prevailing Academic Year published by University at [www.stonybrook.edu/iec/calendar-and-fees/tuition-and-fees.php](http://www.stonybrook.edu/iec/calendar-and-fees/tuition-and-fees.php) and actually received by University, minus any applicable discounts, waivers, grants, or scholarships granted by University; this does not include any tuition collected by University for credit courses taken by students during their non-matriculated status while attending the IEC Program.
- 1.16. "Net Tuition"** is University's tuition, excluding other fees, for the prevailing Academic Year available at <https://www.stonybrook.edu/bursar/tuition> and actually received by University, minus any applicable discounts, waivers, grants or scholarships granted by University.
- 1.17. "Prospective Student"** means a person who is a resident of a country other than the United States and who intends to become, or who has taken any steps towards becoming, an International Student.
- 1.18. "Services"** means the services to be provided by Contractor under this Agreement set forth in **Section 6** of this Agreement.
- 1.19. "Sub-Agent"** means a Contractor's affiliate, subsidiary, subcontractor, sub-agent, third-party service provider, and/or contractor, agent or representative, whether an individual or a legal or quasi-legal entity, that is retained, engaged, employed or otherwise contracted by Contractor to one or more of the obligations of the Contractor outlined in this Agreement, including but not limited to, the recruitment of International Students for or to the University.
- 1.20. "Territory"** is defined in Section 2.1 of this Agreement.
- 1.21. "Tail Phase"** means a phase following the end of the Term during which International Students can still be identified as Contractor-Identified Students based on their activities during the Term.

- 1.22. "**Term**" is the Initial Term together with any applicable Extension Term.
- 1.23. "**University Materials**" means brochures, prospectuses, and information for inclusion on Contractor's marketing materials (including University Marks) provided by University to Contractor.
- 1.24. "**University Marks**" are the University's name, logos, and other indicia, copyrights, trademarks, service marks and other intellectual property rights of University used in its marketing and branding materials.
- 1.25. "**University Programs**" is defined in **Section 2.1** of this Agreement.
- 1.26. **Interpretation.** For purposes of this Agreement (including any related schedules or exhibits), except as otherwise expressly provided: (a) the terms defined in this Agreement include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender; (b) references in this Agreement to "Sections," "subsections," "paragraphs" and other subdivisions without reference to a document are to designated Sections, subsections, paragraphs and other subdivisions of this Agreement; (c) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not, unless specifically provided, to any particular provision; (d) the words "e.g.," "include," "includes," "including" and other words of similar import are deemed to be followed by "without limitation" or "but not limited to" whether or not they are in fact followed by such words or words of like import; and (e) money is in United States dollars unless otherwise stated and a reference to 'US\$', '\$US', 'dollar', '\$', or 'USD' is a reference to United States currency. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against any party by virtue of its role or its counsel's role in the drafting hereof.
- 1.27. **Purpose.** The Purpose of this Agreement is to recruit qualified Prospective Students for University.

## 2. **ENGAGEMENT AND TERM**

### 2.1. **Engagement**

- 2.1.1. Contractor agrees to perform for the University the Services described in **Section 6** of this Agreement during the Term, related to the University's Academic Programs and IEC Programs below ("University Programs").

<b>University Programs</b>		<b>Included</b>
Academic Programs	Undergraduate Programs: both freshman & transfer	Yes
	Master Programs	Yes

IEC Program	Yes
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2.1.2. Prior to the commencement of recruitment each year, the University may inform Contractor in writing of specific University Programs to prioritize for recruitment purposes, and Contractor shall use its best efforts to prioritize its recruitment efforts for such University Programs.

2.1.3. The conditions below apply to University Programs offered outside of the U.S. unless otherwise agreed upon by both Parties in writing. University will promptly communicate any changes or updates to University Programs to Contractor.

<b>SUNY Korea</b>	Certain University Programs are offered at SUNY Korea. Students who enroll in a University Program at SUNY Korea following an introduction to University via Contractor are <u>NOT</u> considered Contractor-Identified Students.
<b>Stony Brook Institute at Anhui University</b>	Stony Brook Institute at Anhui University (SBIAHU) is a jointly established institute of University and Anhui University in China where SBIAHU students transfer to University in their last year to complete University's degree requirements. Transfer students who enroll in a University Program at SBIAHU following an introduction to University via Contractor are <u>NOT</u> considered Contractor-Identified Students.
<b>First Year Abroad Program</b>	University operates specific international Academic Programs, allowing admitted students to spend their first year abroad ("First Year Abroad Program"). International Students participating in the First Year Abroad Program, following an introduction to University via Contractor, are considered Contractor-Identified Students.

2.1.4. Contractor agrees that Contractor and its Sub-Agents shall recruit International Students in the Territory or Territories, which are attached herein as **Appendix B: Recruitment Territories** and incorporated by reference.

2.1.5. University agrees to provide to Contractor the information and assistance described in **Section 4** of the Agreement.

## 2.2. Term

2.2.1. The Initial Term of this Agreement shall commence on the Effective Date and shall expire on the third anniversary thereof unless terminated by either Party in accordance with **Section 13** of this Agreement.

2.2.2. The Initial Term is renewable at the sole discretion of University. If University wishes to renew this Agreement, it shall provide written notice not less than 60 days prior to the last day of the Term, unless terminated earlier in accordance with

**Section 13.** After the expiration of the Term, the Parties may renew this Agreement on the same terms as set forth herein or on such other terms as they may mutually agree. This Agreement will not automatically renew.

### **3. ETHICAL PRINCIPLES AND BEST PRACTICES**

**3.1.** Contractor represents and warrants that it has read and agrees to comply with those statements of ethical principles and best practices related to International Student recruitment, as such statements are further contained below, as it may be amended from time to time:

**3.1.1.** NACAC'S Guide to Ethical Practice in College Admission

[https://www.nacacnet.org/wp-content/uploads/NACAC-Guide-to-Ethical-Practice-in-College-Admission\\_Dec.-2023\\_FINAL.pdf](https://www.nacacnet.org/wp-content/uploads/NACAC-Guide-to-Ethical-Practice-in-College-Admission_Dec.-2023_FINAL.pdf)

**3.1.2.** NAFSA's Statement of Ethical Principles

[https://www.nafsa.org/sites/default/files/media/document/ethical\\_principles.pdf](https://www.nafsa.org/sites/default/files/media/document/ethical_principles.pdf)

**3.1.3.** AIRC Educational Agency Certification Standards

<https://static1.squarespace.com/static/5d1cea1f24c080000113b415/t/60ddeacaff93c4637e7fa48b/1625156299111/AIRC+Standards+2021+font.pdf>

**3.2.** Contractor agrees to take any and all necessary steps to ensure that such ethical principles and best practices will be equally complied with by Sub-Agents.

### **4. UNIVERSITY RESPONSIBILITIES**

**4.1.** University shall:

**4.1.1.** Conduct regular meetings with Contractor, visit Contractor as needed, and establish a single point of contact for purposes of communicating with Contractor on behalf of University and carrying out this Agreement.

**4.1.2.** Establish the Minimum Screening Parameters for Contractor to screen viable candidates for entry to University Programs.

**4.1.3.** Promptly provide current, complete and sufficient University Materials and other information to enable Contractor to perform the Services, including but not limited to, marketing materials such as brochures and content for inclusion on Contractor's websites, social media and email communication.

**4.1.4.** Acknowledge receipt of applications, process the applications and render admission decisions in alignment with admission decision release dates. University will inform Contractor of the status of the Prospective Students at each phase of the admission process. University will release the admission decision and send the admission

decision packet (letter and I-20 forms) directly to Prospective Students, in compliance with federal requirements.

**4.1.5.** Help Contractor to access information about visa requirements and the visa application process.

**4.1.6.** Promptly communicate to Contractor changes or updates to:

**4.1.6.1.** University policies and procedures;

**4.1.6.2.** University Materials, including academic calendars, registration guides, health requirements for Prospective Students, and other information that Contractor may reasonably require to provide Services;

**4.1.6.3.** University Program information;

**4.1.6.4.** Minimum Screening Parameters; and

**4.1.6.5.** Legal or regulatory visa requirements of which University becomes aware.

## **5. FINANCIAL TERMS**

The Parties agree to be bound by financial terms, which are attached herein as **Appendix A: Financial Terms** and incorporated by reference.

## **6. CONTRACTOR RESPONSIBILITIES**

**6.1.** General Responsibility: Contractor shall at all times during the Agreement Term remain responsible.

**6.2.** If requested by the SUNY Chancellor or his or her designee, Contractor shall present evidence of its continuing legal authority to do business in its legal jurisdiction(s), integrity, experience, ability, prior performance, and organizational and financial capacity.

**6.3.** Without limiting the foregoing, Contractor will:

**6.3.1.** in performing its obligations hereunder, comply with Contractor's obligations under all applicable laws relating to anti-bribery and anti-corruption; information privacy and security; and modern slavery ("Relevant Requirements");

**6.3.2.** have and shall maintain in place throughout the Term Contractor's own policies and procedures, including adequate procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

- 6.3.3. organize all activities in the Territory relating to the recruitment of International Students to University Programs specified in **Section 2.1.1**, including but not limited to advertising, seminars, public notices and prospectuses to be handed out to Prospective Students ("Promotional Activities"). Contractor shall be solely responsible for all costs relating to the Promotional Activities; University will not reimburse the Contractor for travel and/or other expenses;
  - 6.3.4. ensure that all Promotional Activities are in the best interests of University and that they accurately reflect University's policies and practices and obtain University's consent to the content of any materials and/or Promotional Activities prior to dissemination or presentation in any form;
  - 6.3.5. ensure that all Prospective Students recruited to University meet the visa requirements of the respective country;
  - 6.3.6. ensure that all Prospective Students who are granted visas to the U.S. and who have been properly admitted to the University programs are aware of the departure information for traveling purposes;
  - 6.3.7. ensure that relevant application fees, if applicable, accompany Prospective Students' application documents;
  - 6.3.8. report to University, on an annual basis, or from time to time, at University's request, as to the Promotional Activities of the Contractor and its success in recruiting International Students to University;
  - 6.3.9. be solely responsible for ensuring that the Contractor has appropriate disability, malpractice and comprehensive general liability insurance coverage; and, releases University from any obligation or responsibility to provide such coverage; and
  - 6.3.10. have no conflict of interest in providing Services, and University will not be thereby compromised nor suffer loss.
- 6.4. Suspension of Work for Non-Responsibility:** The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- 6.5. Termination for Non-Responsibility:** Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate SUNY officials or staff, the Contract may be terminated by the SUNY Chancellor or his or her designee at the Contractor's expense, where the Contractor is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or

her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

**6.6.** Contractor shall establish a single point of contact for purposes of communicating with University on behalf of Contractor and carrying out this Agreement.

**6.6.1.** For the purposes of this Subsection, Contractor's single point of contact shall be:

Name: James Pham

Title: Head of Partnership Relations

Address: Level 6, 55 Truong Quoc Dung Street, Phu Nhuan District, Ho Chi Minh City, Vietnam

Phone: +84 28 39333266

Email: [james.pham@ats.org.vn](mailto:james.pham@ats.org.vn)

**6.7.** Contractor shall provide services, which are attached herein as **Appendix C: Contractor Services** and incorporated by reference.

## **7. MUTUAL OBLIGATIONS**

**7.1.** Each Party in performing its obligations hereunder shall comply with all applicable foreign and domestic laws.

**7.1.1.** Compliance with Laws. Each Party agrees to perform (including with respect to the taking of action or refraining from taking action) its obligations under this Agreement in accordance with applicable laws, rules, regulations, accreditation standards, policies and procedures of the country and/or local region governing each Party, including those laws, rules, regulation, accreditation standards, policies and procedures, applicable to University and this Agreement (even if not on their face applicable to Contractor), including but not limited to U.S. non-discrimination laws, anti-harassment and anti-foreign corruption and bribery laws. Contractor will prohibit to the extent permitted by applicable law, discrimination and harassment against an individual on the basis of that person's race, color, religion, gender, age, sexual orientation, national origin, physical or mental disability, veteran status, genetic information, or any other status protected under federal, state, local, law or Institution policy. Contractor agrees to engage in appropriate measures to prevent discrimination, harassment, retaliation, sexual misconduct, and violence, and Contractor agrees to promptly notify the University's Office of Equity and Access upon being informed of, or having a reasonable basis to suspect that there has been, discrimination against, harassment of, retaliation against, or sexual misconduct, violence or stalking involving Contractor. Contractor agrees to prohibit retaliation against any individual (by Contractor) who has made a good faith complaint of discrimination, harassment, sexual misconduct, violence, or anyone who has cooperated in good faith in the investigation of a complaint. Contractor agrees to take every step necessary to protect a complainant and any witnesses against retaliation for bringing a complaint of discrimination. In accordance with laws and regulations applicable to University, University must promptly and fairly respond to

allegations of discrimination, harassment, sexual harassment, sexual misconduct, domestic/dating violence and stalking in accordance with the Policies and applicable laws. Contractor agrees to cooperate with University in the event of an investigation and any resulting actions required to be taken as a result of such investigation, in accordance with applicable laws, policies, and regulations.

- 7.1.2.** Compliance with Contractor's Local Laws. Contractor hereby represents and warrants that it shall be responsible for complying with all necessary local laws, regulations, policies, and applicable regulatory guidance required for the performance of its obligations under this Agreement. Contractor shall bear full financial and legal responsibility for performing obligations related to this compliance and for obtaining any and all necessary permits, licenses, consents, financial, regulatory, and/or legal approvals, as they may be needed for this Agreement.
- 7.2.** Each party in performing its obligations hereunder shall provide accurate and complete information, particularly in any material (including without limitation marketing materials) that is intended, or could reasonably be inferred to be intended, for use by third parties.
- 7.3.** The Parties to this Agreement agree to hold in confidence and not to re-disclose any Confidential Information, except that the Receiving Party may use or disclose Confidential Information: (a) to its employees and affiliates (including without limitation Sub-Agents) or others to the extent necessary to render any service hereunder, provided that the Disclosing Party is first notified of the information that will be provided to any third party outside of this Agreement and provided further that such Confidential Information is re-disclosed only after such third party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by the Disclosing Party; (c) to the extent that, at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of the Receiving Party at the time of disclosure and was not acquired directly or indirectly from the Disclosing Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by applicable law, an order during the course of a judicial or regulatory proceeding, or as required by a government authority. Contractor shall treat all information provided by University as Confidential Information and shall not disclose such information or utilize information other than to the extent disclosure is required to perform the Services in accordance with this Agreement.
- 7.4.** Contractor acknowledges that the Customer is an agency of the State of New York, and as such, any and all agreements to which the Customer is a party are considered public records and subject to disclosure under the New York State Freedom of Information Law ("FOIL") and acknowledges that the Customer may be required by statute, law, or regulation or pursuant to the terms of a subpoena, court order or other similar document to disclose this Agreement or information in this Agreement within the time frames provided by statute, law, regulation, subpoena, court order or other similar document. If

Contractor believes that any information in this Agreement constitutes a trade secret or should otherwise be treated as confidential and qualifies for such treatment under FOIL and wishes such information not to be disclosed if requested pursuant to Articles 6 and 6A of the New York State Public Officers Law, Contractor shall submit with this Agreement a separate letter specifically identifying the page number(s), line(s), or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret or should be kept confidential in accordance with section 87(2) of the Public Officers Law and formally requesting that such information be confidential. Only Contractor's proprietary information that satisfies the requirements of section 87(2)(d) of the Public Officers Law shall be excepted from disclosure thereunder. The Customer will give prior notice of such disclosure to Contractor to permit Contractor to seek a protective order prior to the time frames for disclosure provided by statute, law, regulation, subpoena, court order or other similar document. If Contractor fails to obtain a timely entry of such protective order and fails to provide the Customer with a copy of a duly executed protective order within the time frames for disclosure provided by statute, law, regulation, subpoena, court order or other similar document, the Customer shall disclose the information.

## **8. INTELLECTUAL PROPERTY**

- 8.1.** University represents and warrants that it owns or has the right to use all intellectual property embodied in information and material provided by University to Contractor in connection with this Agreement. University agrees and warrants that Contractor's use of University intellectual property shall not infringe on the intellectual property rights or other ownership rights of any third party.
- 8.2.** Contractor shall own and retain all intellectual property rights (including all rights under copyright) in all reports and other materials created by Contractor in performing Services under this Agreement. Contractor also shall retain all rights to its software and technologies (including without limitation the Contractor database), ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof, that may be utilized in providing the Services under this Agreement.
- 8.3.** Contractor shall obtain University's prior written approval as to each specific use of University Materials (including University Marks) for marketing as reasonably required by Contractor to perform the Services under this Agreement. Contractor shall comply with the requirements of **Section 6.3** and Appendix C of this Agreement with respect to each specific use of University Materials.

## **9. PRIVACY AND SECURITY**

In connection with this Agreement, Contractor agrees to abide by the clauses related to privacy and security, which are attached herein as **Appendix D: Privacy and Security** and incorporated by reference.

## **10. NON-EXCLUSIVITY**

The Agreement shall be non-exclusive. The provisions of this Agreement are expressly limited to the relationship between Contractor and University with respect to the undertaking specifically described herein. Nothing herein shall prevent University from forming agreements with any individuals or parties, including without limitation other recruiters, anywhere in the world.

## **11. ACCREDITATION AND LICENSES**

The Parties have set forth the terms, conditions and responsibilities in this Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to Contractor and specifically applicable to International Students; provided, however, in the event that University reasonably determines that the performance of any particular service by Contractor is in violation of such legal or accreditation requirements, or creates a third party servicer relationship, the Parties agree that such service shall be promptly modified to the extent reasonably necessary to secure continued compliance with such legal and accreditation requirements. Upon such a determination, University and Contractor shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties to this Agreement as closely as possible and in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible and in order to achieve, to the greatest extent possible, the same overall economic, financial and business arrangement contemplated hereunder and thereunder in order to ensure that the Parties realize and achieve the benefit of their bargain as set forth in this Agreement.

## **12. INDEMNIFICATION**

**12.1.** Contractor agrees to defend, indemnify, and hold harmless University and its trustees, officers, employees and agents, and assigns from and against any action, claim, cost, damage, demand, expense, loss, liability, or third-party claim, including reasonable attorney and expert fees and costs, arising from or relating to:

**12.1.1.** the negligence or willful misconduct of Contractor, its trustees or directors, officers, and/or Sub-Agents;

**12.1.2.** any claim or allegation by a third party that Contractor's materials produced under this Agreement misappropriate, infringe or violate such third party's intellectual and/or other proprietary rights;

**12.1.3.** any material breach of any provision of this Agreement, including any warranties and representations made by Contractor in connection with this Agreement; or

- 12.1.4.** any failure by Contractor to materially comply with any applicable national, state/provincial, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
- 12.2.** In this Section, “Contractor’s materials” means written information about Contractor that is created by Contractor but expressly excludes any information or materials provided by University, or University’s agents, directors, officers or employees, or a student, or any other party.
- 12.3. NO PARTY WILL BE LIABLE TO ANY OTHER PARTY (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM ANY OTHER PARTY’S RIGHTS) FOR PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR FOR LOST PROFITS OR FOR LOSS OF PROFITS OF ANY KIND AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT.**
- 12.4.** Without limitation of any other rights and remedies available at law or equity, in the event of any breach of this Agreement by Contractor with respect to any error or defect in the provision of any of the Services, Contractor shall, at University’s request, correct such error or defect or re-perform or otherwise cure such Service in a timely manner at the reasonable expense of Contractor.
- 12.5.** The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

### **13. TERMINATION**

- 13.1. Termination without Cause.** Either Party may terminate this Agreement without cause upon not less than ninety (90) calendar days’ written notice to the other Party.
- 13.2. Termination for Cause**
- 13.2.1.** University can terminate this Agreement at any time and with immediate effect by giving notice to Contractor if University reasonably determines Contractor is in breach or has breached any provision of this Agreement.
- 13.2.2.** Contractor may terminate this Agreement immediately in the event that University materially breaches this Agreement and fails to remedy such breach within thirty (30) calendar days of its receiving written notice from Contractor.
- 13.2.3.** Either Party may terminate this Agreement immediately upon written notice if the other Party under any applicable system of law:
- 13.2.3.1.** makes an assignment for the benefit of its creditors;

**13.2.3.2.** becomes the subject of any proceeding (whether voluntary or involuntary) for its winding up or for the appointment of a liquidator or receiver;

**13.2.3.3.** is adjudicated to be insolvent; or

**13.2.3.4.** becomes unable to pay its material debts as they become due.

**13.3. Change in Law.** If, during the Term of this Agreement, an educational agency rule, or any federal, state or local law, statute, rule or regulation (i) renders one or more material provisions of this Agreement unlawful, or (ii) otherwise exposes one or more of the Parties to material liability or penalties, including loss of accreditation or state or federal funding, or (iii) renders any term of this Agreement impossible (items i through iii above collectively an "Adverse Event"); and, if an Adverse Event cannot be avoided by an amendment to this Agreement mutually agreeable to the Parties, a Party may terminate the Agreement upon written notice to the other Party.

#### **13.4. Effect of Termination**

**13.4.1.** When this Agreement terminates or expires:

**13.4.1.1.** Contractor must submit all applications and fees from Prospective Students received up to the date of termination;

**13.4.1.2.** Contractor must immediately cease to use any advertising, promotional or other material supplied by University and return all such material to University by registered mail or a reputable international courier within ten (10) days;

**13.4.1.3.** Each Party must immediately cease making any representations of any collaboration between the Parties, except as is necessary to conclude pending transactions;

**13.4.1.4.** Within thirty (30) days, each Party shall return to the other Party all program materials provided by the other Party by registered mail, and each Party shall then permanently destroy any electronic copies of the other Party's materials with the understanding that it is the intent of this Agreement that upon expiration or termination, neither Party shall retain any of the other Party's program materials, program-related materials or proprietary information.

**13.4.2.** The expiration or early termination of this Agreement by either Party does not affect any accrued rights or remedies of either Party.

**13.4.3.** Notwithstanding anything in this Section to the contrary, unless University terminates this Agreement for material breach, or a change in law that renders this Agreement or the terms thereof unlawful, following the Term, University will continue to pay to Contractor any fees specified in this Agreement (including

Appendix A) for Contractor-Identified Students who (i) are enrolled at University at the end of the Term; or (ii) applied prior to Termination and enroll in University within two (2) semesters following the Term.

**13.5. Tail Phase.** Notwithstanding the termination of this Agreement, except when termination is due to a material breach by Contractor, University will pay Contractor for a tail period of one (1) semester that immediately follows the date of termination excluding intersessions (e.g., if termination occurs during the Fall semester, the tail period will consist of the following Spring semester; if termination occurs during the Spring semester, the tail period will consist of the following Fall semester). During the Tail Phase, University will continue to receive all Services from Contractor under this Agreement.

#### **14. GOVERNING LAW; DISPUTE RESOLUTION**

**14.1.** This Agreement shall be construed and enforced solely pursuant to the laws of the State of New York (U.S.), without giving effect to the principles of conflicts of laws thereof, and the Parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in the State of New York (U.S.).

**14.2.** If a difference or dispute arises out of or in connection with this Agreement:

**14.2.1.** the disputing Party will provide written notice to the other Party, setting out the matters giving rise to the difference or dispute and the relief sought (“Notice”);

**14.2.2.** within thirty (30) calendar days of receiving such Notice, the recipient shall provide a written reply to the disputing Party, setting out the recipient’s response to the matters set out in the Notice and any additional matters the recipient considers relevant (“Reply”);

**14.2.3.** the Parties shall, in good faith and using all commercially reasonable efforts, seek to resolve the dispute within sixty (60) calendar days after the date on which the disputing Party received the Reply, including by involving senior management of both Parties.

**14.3.** No Party may commence any court proceedings in relation to any difference or dispute arising out of this Agreement until it shall have attempted to settle the same by use of the dispute resolution process in **Section 14.2** and either that procedure has been exhausted or the other Party has failed to participate in the procedure.

**14.4.** The provisions of this Section shall not affect a Party’s rights to initiate court proceedings if the difference or dispute is not resolved pursuant to **Section 14.2**.

#### **15. NOTICES**

- 15.1.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be given by personal delivery, commercial courier, or electronic mail (e-mail) addressed to the Party at its principal address as set out on the first page of this Agreement or such other address as the Parties may notify to each other from time to time.
- 15.2.** All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section will:
- 15.2.1.** if delivered personally, be deemed given upon delivery;
  - 15.2.2.** if delivered by commercial courier, be deemed given upon receipt; and
  - 15.2.3.** if delivered by electronic mail (e-mail) transmission, be deemed given when sent.

## **16. ASSIGNMENT AND SUBCONTRACTING**

- 16.1.** The provisions in this Section shall apply to any entity performing Services under this Agreement, including but not limited to Contractor's Sub-Agents.
- 16.2.** Save as expressly provided in this Section neither Party shall assign, transfer, subcontract or deal in this Agreement, or any of its rights, responsibilities, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. University may withdraw its consent at any time.
- 16.3.** Where any responsibility or obligation under this Agreement is assigned, or transferred by Contractor to a Sub-Agent, Contractor shall remain entirely responsible for such responsibilities and obligations and for compliance by such Sub-Agent with all of the terms of this Agreement. If at any time during the Term Contractor becomes aware of non-compliance by any Sub-Agent, Contractor shall require the Sub-Agent to cease immediately the performance of any Services under this Agreement and cooperate as necessary to remediate any damage done by the Sub-Agent.
- 16.4.** At University's request, Contractor shall disclose to University the name of each Sub-Agent that may perform Services pursuant to this Agreement.
- 16.5.** Contractor shall conduct due diligence on each Sub-Agent prior to assigning, transferring, subcontracting, or dealing with them to perform Services pursuant to this Agreement. At minimum, Contractor agrees to obtain and review the following information for each of its Sub-Agents before engaging the Sub-Agent to perform Services pursuant to this Agreement:
- 16.5.1.** Name for individuals, and name of legal entity for corporate entities;

- 16.5.2.** For corporate entities, corporate establishment information and/or permits and authorizations to provide the Services or perform the activities sub-contracted by Contractor to Sub-Agent;
  - 16.5.3.** For individuals who are not citizens of the Territory where they are performing Services, work authorizations;
  - 16.5.4.** Regardless of entity type (individual or corporate) attestation that no other business relationships, including those entities owned or controlled by the Sub-Agent, trigger a conflict of interest to the Services subcontracted by the Contractor to the Sub-Agent, or result in a material detriment to the interests of the University;
  - 16.5.5.** Attestation by the Sub-Agent that it is bound by the material terms of this Agreement; and
  - 16.5.6.** Information or other documentation that demonstrates material compliance by the Sub-Agent with in-country legal obligations in the Territory which the Sub-Agent operates.
- 16.6.** Contractor will not assign, transfer, subcontract, or deal with any Sub-Agent for which such review indicates that the Sub-Agent may be unable to perform Services pursuant to this Agreement due to a conflict of interest or for any other reason.
- 16.7.** Contractor shall conduct ongoing due diligence of all Sub-Agents and, at the University's request, share its process, including the frequency with which such due diligence is conducted, with University.
- 16.8.** Contractor shall ensure the ongoing training, professional development, and consistency of representation of all Sub-Agents and shall share its policies, procedures and methods with University.
- 16.9.** Contractor shall prohibit Sub-Agents from subcontracting, without the University's prior written approval, one or more of the obligations of the Contractor outlined in this Agreement, including but not limited to the recruitment of International Students for or to the University.
- 16.10.** University shall be permitted to list any and all of Contractor's Sub-Agents on University's website for the purpose of ensuring Prospective Students can verify that there is an official relationship between the Sub-Agent and the University.

## **17. RELATIONSHIP OF THE PARTIES**

- 17.1.** The Parties agree that Contractor is exclusively responsible for all taxes, third-party payments or fees, costs and expenses incurred by Contractor, including any payments or fees to Sub-Agents of the Contractor.

- 17.2.** The Parties agree that neither Contractor nor any of its Sub-Agents are not eligible to participate in any employee benefit plans or other benefits provided by University to its employees.
- 17.3.** The Parties agree that this Agreement does not create any contractual, financial or other legal relationship between the University and the Sub-Agents of the Contractor. The Contractor acknowledges and affirms that the University is not responsible to compensate any of the Contractor's Sub-Agents.
- 17.4.** Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties or any partnership, joint venture, or agency relationship between the Parties. Contractor represents and warrants that its relationship to University and its various subdivisions and affiliates shall be that of an independent contractor and NOT an employee of University for any purpose whatsoever. Contractor is engaged by University only for the purposes and to the extent set forth in this Agreement. Subject only to the terms of this Agreement, Contractor shall have complete control of its employees and agents engaged in the Services to be provided, and Contractor shall be solely responsible for payment of all compensation or commission owed to its employees and agents, as well as employment-related taxes. Contractor does not have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon University. Contractor shall ensure that neither it nor its employees or agents shall act or hold themselves out as agents or employees of University.

## **18. MISCELLANEOUS**

- 18.1. Severability.** If any provision of this Agreement not essential to accomplishing its purposes is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 18.2. Headings.** The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any of its provisions.
- 18.3. Electronic Signatures.** Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature, for this Agreement, means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures.

- 18.4. Remedies Cumulative.** All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any right, power or remedy thereof by a party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party. The Parties agree that each Party shall be entitled, in addition to other remedies that may be available to it, to seek immediate injunctive relief from any breach of any of the provisions of this Agreement and to specific performance of its rights hereunder, as well as to any other remedies available at law or in equity.
- 18.5. Failure to Exercise Right not a Waiver.** No failure or delay by a Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege under this Agreement. No term of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the Party granting such waiver or consent.
- 18.6. Force Majeure.** No Party shall be responsible or liable for any default in performance of its obligations under this Agreement, if such default in performance arises directly or indirectly from causes beyond the reasonable control of that Party, including, but not limited to, fire, flood, war, embargo, strike, boycott, lockout, accident, explosion, fire, riot, insurrection, terrorist act, epidemic, pandemic, Act of God, or other action by governmental authority, other than by reason of an act or omission of the Party, but only to the extent and for the duration that the cause prevents performance of the obligation.
- 18.7. Modifications for Compliance.** The Parties acknowledge that the regulations of the U.S. Department of Education (the “Department”), among other things, restrict the manner in which institutions that participate in the student financial assistance programs authorized by Title IV may compensate persons and entities involved in student recruiting, enrollment admissions, retention and related activities, and that the Department may, during the Term, further revise and/or interpret such regulations in such a way that such regulations could affect the legal feasibility of the calculation and payment of fees under this Agreement. If the Department revises or interprets such regulations, or should any accrediting body or federal or state court or agency otherwise make a decision that materially impacts the ability of the Parties to deliver one or more of the obligations under this Agreement, the Parties will negotiate promptly and in good faith with to modify this Agreement to comply with applicable regulations or decisions. Similarly, there may be other educational laws, regulations or restrictions, or academic accreditation requirements imposed upon University that could materially and adversely affect the ability of one or both of the Parties to perform their respective obligations under this Agreement. If compliance with such other laws, regulations or restrictions, including a decision by an accrediting body to either not accredit or to withdraw accreditation from a program or from University, requires material changes to the programs or obligations of the Parties, then the

Parties shall negotiate in good faith to modify this Agreement as necessary to comply with such legal and/or accreditation requirements.

- 18.8. No Title IV Activities.** This Agreement pertains to the recruitment of International Students who are not eligible to receive aid under the federal student aid programs authorized under Title IV. Other than Contractor's prohibition from recruiting students who are eligible for Title IV aid programs, Title IV compliance will remain at all times within the exclusive purview of University. Contractor will not administer any aspects of the University's responsibilities under Title IV. Contractor is not, and will not act as, a Third-party Servicer as that term is defined at 34 C.F.R. § 668.2 or as that term is interpreted in the Department's Dear Colleague Letters. Contractor will indemnify and hold harmless University for any and all damages, including punitive or consequential damages, arising or resulting from violation of this Section by Contractor or its Sub-Agents.
- 18.9. Unlawful Acts or Omissions.** Each Party agrees that, in connection with this Agreement, it will not take any action, or omit to take any action, which would cause another Party to be in violation of the applicable laws of the United States, including but not limited to U.S. nondiscrimination laws, export control and anti-boycott laws and regulations and the U.S. Foreign Corrupt Practices Act, or the applicable laws of Contractor's country.
- 18.10. Restricted Parties & Entities.** It is University's intention to abide by the applicable restrictions of the Office of Foreign Assets Control ("OFAC") U.S. Embargoes and Sanction Programs, which may include financial transactions of any kind, and/or providing services of any kind, including consulting services. Furthermore, University will not engage with parties or entities on any U.S. Government Watch List of Restricted or Denied Parties. University reserves the right to immediately terminate this Agreement if an identified restricted or denied party or entity is engaged.
- 18.11. Anti-Bribery Laws.** Each Party (including, if and as applicable, its members, trustees, directors, officers and employees) agrees that it will comply with all applicable U.S. and non-U.S. law anti-bribery measures, such as the Foreign Corrupt Practices Act (15 U.S.C. Sections 78 dd-1, et seq.). Neither Party will directly or indirectly offer, give, promise to give or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or to omit from doing any act in violation of their lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.
- 18.12. Incentive Compensation.** Contractor, on behalf of its directors, officers, employees, agents and representatives, agree to comply with Section 487(a)(20) of the Higher Education Act of 1965, as amended (20 U.S.C. Section 1094(a)(20)), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education at 34 C.F.R. Section 668.14(b)(22), or any successor provision.

**18.13. Misrepresentation Rule.** Each Party agrees that its employees, permitted subcontractors, and other agents or representatives shall not intentionally or negligently make any misrepresentation concerning University, including the nature of its educational program, its financial charges, the employability of its graduates, or its relationship with the U.S. Department of Education, as proscribed by 34 C.F.R. 668 subpart F ("Misrepresentation Rule"). If a Party learns of a possible or actual misrepresentation made to a student or Prospective Student of University by an employee or agent of that Party, that Party will take all appropriate actions to assure that (i) the specific misrepresentation has been adequately corrected and (ii) similar misrepresentations will not take place in the future. Each Party shall require any subcontractor or other agent or representative providing Services to agree to requirements similar to those set forth in this Section, and each Party is responsible for the compliance of its subcontractors.

**18.14. Tax Reporting.** Contractor shall have legal and financial responsibility to ensure any and all U.S. and local tax reporting or other reporting, registration approval and/or payment requirement necessitated by performance of the Services are complied with and shall provide University a copy of any required reports and/or receipts, once filed. In addition, Contractor will cooperate with University to provide necessary documentation to determine proper withholding, if any, of U.S. taxes from payment in accordance with Internal Revenue Code and Federal Regulations promulgated thereunder. Payment may be subject to a 30% tax withholding absent documentation satisfactory to University supporting eligibility of a tax treaty exemption.

**18.15. Clery Act Reporting.** Contractor must cooperate with University and provide information upon request and as necessary to comply with University's obligations under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (20 USC Section 1092(f)) and accompanying regulations ("Clery Act") and other applicable federal laws and regulations of the United States and well as Contractor's country.

**18.16. Student Education Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g (FERPA) and other data privacy requirements in Contractor's country. To the extent applicable, Contractor will comply with FERPA and data privacy requirements and will not access or make any disclosure of student educational records to third parties (including without limitation Sub-Agents) without prior notice to and consent from University or as otherwise provided by law. If the agreement contains a scope of work or any provision that requires or permits Contractor to access or release any student records, then for purposes of this agreement only, University designates Contractor as a "school official" for University under FERPA, as that term is used in FERPA and its implementing regulations. As such, Contractor will comply with FERPA and will not make any disclosure of University students' educational records to third parties (including without limitation Sub-Agents) without prior notice to, and consent from, University, or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by Contractor or its Sub-Agents must

comply with University's definition of legitimate educational purpose. If Contractor violates this Section, Contractor will immediately provide notice of the violation to University.

- 18.17. Non-Disparagement.** During the Term and thereafter, Contractor agrees to take no action which is intended, or would reasonably be expected, to harm University or any of its program(s) and/or its or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to University or any of its programs, regardless of the language employed or the geographic region the action may take place.
- 18.18. No Third-party Rights.** Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and assigns.
- 18.19. Representations Regarding Accreditation.** In performing the Services, Contractor shall not represent to any Prospective Student, student recruitment channels, or other third party that University possesses any institutional or programmatic accreditation other than accreditations that University states it possesses in its then current catalog, and nothing in this agreement will allow Contractor or its Sub-Agents to claim for itself or infer any accredited status other than that held by University.
- 18.20. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 18.21. Survival.** All provisions of this Agreement that, by their express terms or their nature or context, would ordinarily be deemed to survive beyond the expiration or termination of this Agreement shall survive such expiration or termination for any reason.
- 18.22. Amendments.** This Agreement may be amended only by written agreement signed and executed by authorized representatives of the Parties.
- 18.23. Legal Authority.** Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.
- 18.24. Contract Documents.** The following items will be incorporated into, and made part of, the formal agreement:
- i. Appendix A: Financial Terms

- ii. Appendix B: Recruitment Territories
- iii. Appendix C: Contractor Services
- iv. Appendix D: Privacy and Security

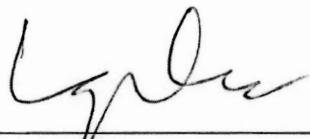
**18.25. Order of Precedence.** In the event of any inconsistency in or conflict among the document elements of the Agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: this Agreement, Appendix A: Financial Terms, Appendix C: Contractor Services, and Appendix B: Recruitment Territories.

**18.26. Entire Agreement.** The Parties understand and agree that this Agreement, including any appendices or other items referenced above, constitutes the entire understanding between the Parties and supersedes all other verbal and written agreements and negotiations by the Parties relating to the Services under this Agreement. Contractor hereby acknowledges reading and receiving a true and exact copy of this Agreement. Notwithstanding the foregoing, this Agreement shall not affect any agreement currently in force between University and Contractor concerning matters other than the Services.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below in manner binding upon them.

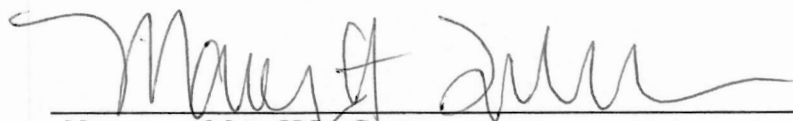
**Signed for and on behalf of CONTRACTOR:**



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Name: Nhi Tran  
Title: General Director  
Date: 03/12/2025

**Signed for and on behalf of UNIVERSITY:**



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Name: Mary H La Corte  
Title: Assistant Director, Procurement  
Date: 06/6/2025