

## APPENDIX C

### CONTRACTOR SERVICES

#### 1. DEFINITIONS

Terms used with initial capitals that are not otherwise defined in this Appendix have the meaning ascribed to them in the International Student Recruitment Agreement ("**Agreement**") to which this Appendix is an integral part.

#### 2. CONTRACTOR SERVICES

##### 2.1. Recruitment and Admission

**2.1.1.** Contractor will recruit Prospective Students, provide information about University, and recommend qualified International Students for admission to University Programs specified in **Section 2.1.1** of the Agreement. In providing the Services, Contractor and its Sub-Agents shall:

**2.1.1.1.** Collaborate with University to develop initiatives targeting International Students for University Programs;

**2.1.1.2.** Promote University Programs with integrity and accuracy and recruit Prospective Students in an honest, ethical and responsible manner;

**2.1.1.3.** Assist to uphold the high reputation of University and of the United States international education sector;

**2.1.1.4.** Promote University Programs using University-approved forms of communication, communication templates and social media, all of which shall be in compliance with the requirements of **Section 4.2** of the Agreement, to perform outreach to Prospective Students;

**2.1.1.5.** Provide Prospective Students full and accurate information about University, including but not limited to its application process, including English language requirements and proficiency levels; enrollment procedures; costs of tuition and fees, room and board, and incidental expenses; visa requirements which must be satisfied by the Prospective Student; academic offerings; student services and activities, and facilities;

**2.1.1.6.** Use the Minimum Screening Parameters set by University to identify and recruit qualified Prospective Students for admission to University Programs in accordance with University's rules, policies, procedures and requirements;

**2.1.1.7.** Accurately inform Prospective Students about the requirements for University admission, which may only be done by reference to the material provided by

University and, when not available, through direct communication with University personnel;

- 2.1.1.8.** Assist Prospective Students to apply to become students of University and for that purpose provide such persons with information about University Programs and assistance in completing forms or applications, including ensuring that all necessary evidence and documents accompany a Prospective Student's application and acceptance of admission offer; however in no event shall Contractor draft or provide substantive materials such as essays or letters on behalf of any Prospective Student;
- 2.1.1.9.** Meet with Prospective Students to ensure that all International Students recruited to University meet the admission requirements, as set out by each University Program, as those requirements may be amended from time to time;
- 2.1.1.10.** Explain that final admission decisions are made by University. Contractor shall not represent that it has decision-making authorization in this respect;
- 2.1.1.11.** Explain the tuition and fees related to each University Program to Prospective Students, and advise Prospective Students that all such tuition and fees will be paid directly to University; additionally, the Contractor shall advise Prospective Students of the refund policies for each University Program;
- 2.1.1.12.** Enter into a written contract with the individual student that details the student's rights and responsibilities, the services the Contractor will provide the student and any fees the Contractor will charge the student. Contractor is prohibited from charging application or other fees that exceed those of University, and from taking any portion of a Prospective Student's scholarships or financial aid as fee-for-service. Contractor shall not require Prospective Students to forfeit their right to transfer from one institution or program to another once in the host country, or charge Prospective Students undue financial penalties for the same;
- 2.1.1.13.** Provide general guidance to Prospective Students on the assembly of original application materials for each student recruited to University prior to any deadlines for submission of such applications and remittance of fees to University; advise Prospective Students that all of the foregoing documentation shall be provided either in English or, where the documentation is not available in English, in official and certified translated form;
- 2.1.1.14.** Provide a list of students to University who submitted applications through Contractor's recruitment efforts. University may request additional methods from the Contractor to verify the Contractor-identified students; Accompany an attestation with the list by the time the student submits their application to the University, affirming the following: 1) the authenticity of the student's signature; 2) the student fully understands the terms and conditions entailed; 3) Contractor has not in any way assisted or advised the student to submit

falsified or embellished application documents; and 4) Contractor has taken reasonable steps to confirm the veracity, authenticity and completeness of the application materials; and

**2.1.1.15.** Perform other services and provide reports or information requested by University or required by this Agreement.

**2.1.2.** Contractor and its Sub-Agents shall inform Prospective Students that:

**2.1.2.1.** Students are required to provide to University a permanent address and email in their country of origin (other than the recruiter's address);

**2.1.2.2.** Students who come to the United States on a student visa must have a primary purpose of studying and must study on a Full-time basis;

**2.1.2.3.** After receiving the required and approved financial documents, University personnel will issue an I-20 and send it directly to the Prospective Student's (not the Contractor's) home address;

**2.1.2.4.** Personal information provided may be made available to Federal and State agencies in compliance with applicable law; and

**2.1.2.5.** University is required by law to inform the Federal government of any changes to students' enrollment status or other changes of condition which may relate to visa status.

**2.1.3.** In providing the Services, Contractor and its Sub-Agents shall NOT engage in the following activities:

**2.1.3.1.** Facilitate applications from Prospective Students who Contractor or its Sub-Agents know do not comply with visa requirements;

**2.1.3.2.** Engage in any dishonest practices, including suggesting to Prospective Students that they can come to the United States on a student visa with a primary purpose other than Full-time study;

**2.1.3.3.** Offer any guarantees to Prospective Students about whether they will be granted a student visa;

**2.1.3.4.** Give inaccurate information to a Prospective Student about the fees and charges payable to University;

**2.1.3.5.** Charge any fee to a Prospective Student for their application or acceptance of an offer, other than those pertinent to the international admissions process, or take any portion of a Prospective Student's scholarships or other financial aid as fee-for-service;

- 2.1.3.6.** Unless authorized by University, offer any guarantees to Prospective Students about the likelihood of awards of financial aid or scholarships;
- 2.1.3.7.** Require Prospective Students to forfeit their right to transfer from one institution or program to another once in the host country;
- 2.1.3.8.** Handle and submit student academic records, complete student applications on their behalf, pose as the student via e-mail or other communications, or access Prospective Students' application accounts;
- 2.1.3.9.** Offer any guarantees to Prospective Students about whether they will be granted admission at University;
- 2.1.3.10.** Offer any guarantees to Prospective Students as to the likelihood of their obtaining employment following their completion of any of University's educational programs;
- 2.1.3.11.** Enter into any contractual arrangements on behalf of University;
- 2.1.3.12.** Take any action which Contractor or its Sub-Agents know or reasonably should know would result in University's non-compliance with Laws, including but not limited to U.S. and New York Laws and the laws of the country(ies) in which Contractor or its Sub-Agents operate;
- 2.1.3.13.** Engage in false or misleading advertising or recruitment practices;
- 2.1.3.14.** Make any inaccurate claims of association of University with any other education provider;
- 2.1.3.15.** Give any inaccurate information to a Prospective Student including with regard to acceptance into an Academic Program for which they applied or into any other Academic Program;
- 2.1.3.16.** Make any false or misleading comparisons between the University and any other education institution; or
- 2.1.3.17.** Handle any tuition or fees.

## **2.2. Marketing and Branding**

### **2.2.1. Marketing**

**2.2.1.1.** Contractor shall implement marketing initiatives solely in accordance with admission and program parameters set by University, and approved by University under this Agreement, to promote University to International Students. Subject to University's prior written approval, Contractor may contract with Sub-Agents to perform certain marketing and recruitment functions; provided that University is provided with reasonable prior written notice of any Sub-Agent creating a custom marketing campaign. Any approved Sub-Agents are required to sign a written contract with Contractor requiring compliance with the terms of this Agreement. For clarity, Contractor may contract with and pay commissions to Sub-Agents who represent International Students for the limited purpose of compensating such Sub-Agents for referring International Students. All marketing fees and commissions to Sub-Agents will be Contractor's responsibility.

### **2.2.2. Branding**

**2.2.2.1.** Any Sub-Agent Contractor employs to perform marketing or other services under this Agreement may only use the University Marks within the scope of the rights granted to Contractor by this Agreement. Contractor shall obtain University's prior written approval as to the form and content of each specific use of the University Marks and agrees to comply with University's branding and trademark use standards located at:

- [www.stonybrook.edu/brand](http://www.stonybrook.edu/brand); and
- [www.stonybrookmedicine.edu/communications/communications-tool-kit/home](http://www.stonybrookmedicine.edu/communications/communications-tool-kit/home).

**2.2.2.2.** University may approve templates and standard forms of use for the University Marks, provided, however, that any new or not previously approved use (for example in new collateral or in new types of promotions) of University Marks by Contractor or any and all Sub-Agents must have the prior approval of University. For clarity, the use of a previously approved template will not be considered a "specific use." To the extent that Contractor or its Sub-Agents are otherwise permitted to use the University Marks pursuant to this Agreement, Contractor and its Sub-Agents will observe at all times any then-current University use policies as to the representation of the University Marks, and their manner and disposition on documentation and products (whether in hard copy or electronic form).

**2.2.2.3.** Contractor hereby recognizes and acknowledges that University is the sole and exclusive owner of the University Marks and all rights therein and goodwill pertaining thereto. Any use of the University Marks will inure solely to the benefit of University and will not grant Contractor any right, title or interest in or to the University Marks. Notwithstanding anything herein to the contrary,

University may revoke or withdraw any or all approvals provided for in this Section at any time for any reason (or no reason) in its sole discretion. Upon expiration or earlier termination of this Agreement or University's revocation or withdrawal of any approval(s), Contractor shall immediately cease all use of University Marks and shall direct and ensure that any and all Sub-Agents immediately discontinue any and all use of such University Marks.

**2.2.3.** Any other service requested by University related to the Purpose of the Agreement.