



International Study House

AGENT AGREEMENT

International Study House(ISH) |pages 1 to 8

BACKGROUND

International Study House wants to recruit International students to study at **ISH**, Georgia which is registered incorporate LTD Georgia and is accredited Private institution provided courses to Domestic and Internationals Students having registration number **351065**.

The agent provides services of recruiting suitable prospective students for enrolment and study in **ISH, Georgia**.

This Education Agent/Agency Agreement (the" Agreement") is made and effective this

BETWEEN: ISH, an education provider institution located at **21-Kostava Street, Rustaveli, Tbilisi, Georgia** AND _____ the "Agent"),

Agent is in the business of providing students recruitment services for fee. **ISH**, desires to engage Agent to render, and Agent desires to render to **ISH**, certain student recruitment Agent services, all as set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties here to agree as follow:

1. ENGAGEMENT

ISH, engages Agent to render, and Agent agrees to render to **ISH**, certain services in connection with advertising, promotion and student recruitment for certain of **ISH**, products as follows:

ISH, engages the Agent to be its Sole Representative to perform the services in the territory specified in the agreement

Agent must analyze **ISH** current and proposed products and services and present them to potential markers.

The Agent cannot promote **ISH**, outside the territory pacified in agreement or performs the services outside the territory specified in agreement, without **ISH** prior written consent.

21-Kostava Street, Rustaveli, Tbilisi, Georgia
(O) +995-832-2990210, (M) +995-598-598180718 Email:info@ishedu.com,
www.ishedu.com, Skye : ishgeorgia



If the Agent wishes to expand the territory the Agent must make a written submission to **ISH**, no later than thirty days before the recruitment of prospective students in the new territory is planned to start. **ISH** is under no obligation to recognize the Agent's new territory, or accept applications for enrolment from prospective students recruitment by the Agent in the new territory.

2. PRODUCTS

Agent engagement shall relate to the following products and services of **ISH**

All the Courses as per appendix-A

3. TERRITORY

Agent shall be **EXCLUSIVE** education Agent in whole of _____ for **ISH** with respect to the products described in Section 2 above.

4. MAIN RESPONSIBILITIES OF THE AGENT

Under this Agreement, the Agent must:

- In accordance with **ISH** policy and procedure, recruit and assist in the recruitment of prospective students to undertake the programmes stated in agreement;
- Provide prospective students with all necessary information about the programmes, **ISH**.
- Arrange for English language testing of prospective students and perform any other services and provide any report or information requested by **ISH** or required by this Agreement.

5. DETAILED OBLIGATIONS OF THE AGENT

In performing the services, the Agent must:

- Promote the programmes with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner;
- Inform prospective students accurately about the requirements of programmes using only material provided by **ISH**.
- Assist to uphold the high reputation of **ISH**.
- Take reasonable steps in confirming the accuracy of the information provided by prospective students in the application;



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- Ensure that only signed and completed applications are submitted to **ISH**.
 - Assist prospective students to complete visa applications.
 - Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer document.
 - Provide any offer document received from **ISH** to the prospective students within 24 hours of receiving the offer documents;
 - Provide **ISH** with market intelligence about the recruitment of prospective students in the territory:
 - Only undertaking promotional and marketing activities involving **ISH** that have been approved by **ISH**.
 - Act in accordance with **ISH** policies and procedure and direction given by involving **ISH**.

Before prospective students complete an application, the Agent must give them information provided to the Agent by **ISH**.

- Its services, facilities, equipment and learning resources;
- The programmes, including course content and duration, qualifications offered, modes of study;
- Visa requirements which must be satisfied by the student;
- The programmes fees.
- Costs and living conditions in Georgia;

The Agent must advise perspective students that students who come to Georgia on a student visa must have a primary purpose of studying and are expected to complete the course within the expected duration.

The Agent must not;

- Engage in any dishonest practices, including suggesting to prospective students that they may come to Georgia on a student visa with a primary purpose other than full time study;
- Facilitate application for prospective students who do not comply with visa requirements;
- Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa;
- Engage in false or misleading recruitment practices;
- Make any false or misleading comparisons with any other education provider or their programmes or make any inaccurate claims regarding any association between **ISH** another education providers;



- Undertake any advertising or promotional activity about the programmes or **ISH** without the prior written consent of **ISH**.
- Commit **ISH** to accept any prospective student into the programme.
- Actively recruit, or attempt to recruit, prospective students that the Agent knows to have engaged the services of another official representative of **ISH**.
- Agent will not to recruit any student who is involved in any illegal activities in his own country or pending any criminal case against student.

Unless **ISH** otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.

6. RESPONSIBILITIES OF ISH

ISH must give the Agent sufficient information to enable the Agent to undertake the services; and assess completed applications from prospective students within a reasonable time of receipt.

ISH will immediately take corrective action or terminate the Agreement with the Agent if it becomes aware of the Agent being negligent, careless or incomplete or being engaged in false ,misleading or unethical advertising and recruitment practices,including practices that could harm the integrity of Serbia international education sector.

ISH will monitor the performance of the Agent through the following means: training of education agency staff of **ISH** for education requirements, policies and procedures and product knowledge information, face-to-face meetings(when possible),telephone/teleconference meeting, regular report from Agents, surveys of students recruited,spot checks to observe Agent at work during educational fairs etc.

7. COMPENSATION

ISH AGREES TO PAY THE Agent's commission for each student who:

- Is recruited by the Agent;
- Is enrolled in a programme;
- Has paid the programme fee to **ISH**
- Has commenced the programme.

An Agent is regarded as having recruited a student under this Agreement if the Agent submits the student's application for enrolment and that application also bears the Agent's name.



- f) Agent will be responsible for remitting the student registration/tuition fee to the **ISH** after visa approval but registration fee of USD 100 will be deposited in advance which is not refundable for processing of approval from the Patrol Police, Georgia which will be deposited in the following college account :-

International Study House Ltd, Account No. – GE26 TB71 0673 6120 1000 01, Bank – TBC - Bank Vake Branch, Head Office Swift – TBCBGE22, Branch Swift TBCBGE22830, Intermediary – Citi Bank NA, 111 Wall Str, New York, NY 10043, Swift CITIUS33, ABA: 021000089, TBC Banks' Correspondent Account #36127097

9. CONFIDENTIALITY

The Agent must keep confidential all information provided by **ISH**, other than to the extent disclosure is required to perform the services in accordance with this Agreement;

The Agent must keep confidential the terms of this Agreement.

10. TERM

The term of this Agreement shall commence on _____ and shall continue in full force and effect until terminated by either party upon at least 30 days prior written notice, provided that in no event (except breach) may this Agreement be terminated prior to _____. The rights, duties and obligations of the parties shall continue in the full force during or following the period of the termination notice until termination, including the ordering and billing of advertising in media whose closing dates follow then such period.

11. RIGHTS UPON TERMINATION

ISH will take immediate corrective and preventative action upon the **ISH** becoming aware of an education agent being negligent, careless or incompetent or being engaged in the false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Georgia education and training.

Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.

If the Agent breaches any provision of this Agreement, **ISH** may terminate this Agreement at any time and with immediate effect by giving written notice to the Agent.



On termination of this Agreement, the Agent must: submit all applications and fees from prospective students received up to the termination date; and immediately cease using any advertising, promotional or other material supplied by **ISH** and return all material to **ISH** by registered mail or a reputable international courier. The termination of this Agreement by either party does not effect any accrued rights or remedies of either party.

12. ASSIGNMENT AND SUBCONTRACTING

The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of **ISH** which may be withheld at its discretion).

The Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written content of **ISH** (which may be withheld at its discretion)

Despite any subcontract, the remains liable for performing its obligations under this Agreement.

The Agent terminate any agreement with a sub-contractor if they become aware of, or reasonably suspect any of the other dishonest practices.

13. DEFAULT

In the event default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within 30 days of the written notice, then the non-defaulting party may terminate this Agreement.

14. NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or electronic mail.

If to **ISH**

Address

(21-Kostava Street, Rustaveli, Tbilisi, Georgia, (O) +995-832-2990210, (M) +995-598-598180718 Email:info@ishedu.com, www.ishedu.com, Skye : ishgeorgia)



If to Agent

(address)

15. FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the republic of **Georgia**.

Authorized Signature

Sofiko Tkebuchava
Director

Print Name and Title

Authorized Signature

Print Name and Title

The Agent must keep confidential all information provided by **ISH**. Other than to the extent disclosure is required to perform the services in accordance with this Agreement;

The Agent must keep confidential the terms of this Agreement.

Documents to be attached:-

- (a) Firm/company registration or licence
- (b) Utility bill
- © Firm/Company bank account
- (d) Signature identity of the agent.