SERVICE AGREEMENT
[AGENT]
[REGION]

This Agreement is entered into by and between Duquesne University of the Holy Spirit (hereinafter “the University”), a Pennsylvania non-profit corporation with its principal offices located at 600 Forbes Avenue, Pittsburgh, PA 15282, USA, and [AGENCY] (hereinafter “the Service Provider”) with its principal office located at [ADDRESS], [REGION].

Whereas, the University desires to make its English as a Second Language (ESL) program and other academic degree programs available to potential students in the [REGION], (hereinafter “[REGION]”).

Whereas, the Service Provider is willing to assist the University with the recruitment of students in the [REGION].

Now, Therefore, the parties hereto agree as follows:

1. The Service Provider will serve as a non-exclusive representative for recruiting students from [REGION].

2. The Service Provider agrees to recruit applicants for admission to the University according to the admission requirements defined by the University. However, the University reserves the right to accept or reject any applicant for any program at the University.

3. The Service Provider will assist the University with screening students, with marketing, and with recruitment visits to [REGION].

4. The Service Provider agrees to provide assistance to students in completing Duquesne University application materials, and to provide orientation and information to students about Duquesne University, the City of Pittsburgh, the Commonwealth of Pennsylvania, and the United States of America.

5. In consideration for the services to be provided by the Service Provider, the University will compensate the Service Provider for each student that the Service Provider recommends for admission, if all of the following conditions are met:

   (a) The recommended student is admitted according to the admission requirements of the University;
   (b) The recommended student enrolls within six months of the recommendation;
   (d) The recommended student attends classes for one full semester;
   (c) The recommended student pays all tuition and fees due for the first semester.
6. The compensation to be paid to the Service Provider for the services rendered shall be a fee of:
(a) $500 per student for placement into the ESL program only; or
(b) $2,500 per student matriculating into an academic program without requiring ESL training.

Should an academically admitted student require one or more semesters of ESL training prior to his or her matriculation into an academic program, the Service Provider will be reimbursed a fee of:
(c) $500 for placement in pre-academic ESL classes attended, and
(d) an additional $2,000 (to complete the full commission of $2,500) once the student has cleared ESL coursework and is enrolled in at least one academic course.

7. The Service Provider agrees to invoice the University for each student no later than thirty days before the last day of classes of the student’s initial semester of enrollment (hereinafter “the initial semester”). The University will compensate the Service Provider within thirty days of the first day of classes of the student’s second consecutive semester of enrollment (hereinafter, “the second semester”). The Service Provider will be compensated for each student placement according to the program in which the student has been placed (ESL or academic) as defined in paragraph (6) of this Agreement.

8. If, due to extenuating circumstances (for example, death in the family or a debilitating illness that would require the student to seek prolonged medical attention), a student obtains a medical withdrawal from school and is awarded a full refund of tuition by the University for his/her initial semester, no compensation will be paid to the Service Provider.

However, if the student subsequently re-enrolls, attends classes for one full semester, and pays all tuition and fees due for that semester, compensation shall be calculated by treating that semester as the initial semester for the purposes of paragraph (7) of this Agreement.

The University reserves the right to make all academic and administrative decisions in such cases.

9. The Service Provider will not be compensated under this Agreement for groups attending specialized classes that are contracted separately (such as, but not limited to, short-term ESL training programs, summer contract programs, etc.)

10. The University will provide the Service Provider with catalogs, brochures, applications, and other necessary forms.

11. The University will provide information on admissions requirements and procedures as well as anticipated cost of attendance.
12. The University assumes no financial responsibility for students who are admitted pursuant to this Service Agreement, and in no event shall the student be considered a third party beneficiary to this Agreement.

13. The Service Provider agrees to submit copies of any and all materials that bear the University name or logo, whether written or electronically made (such as videos, tapes, Internet home-pages etc.) to the University for approval before they are used for recruiting or marketing purposes.

14. The University reserves the sole right to make all admission decisions and to provide official notification of admission to applicants.

15. The Service Provider shall not accept any payments from students on behalf of Duquesne University or otherwise. Students shall make all payments for the costs of attendance directly to Duquesne University.

16. This Agreement shall be effective for a period of three years from the date of signing.

17. This Agreement may be extended for an additional term, if agreed upon by both parties. Any such extension or modification of this Agreement must be in writing and signed by duly authorized representatives of both parties.

18. Either party, in its sole discretion, may terminate this Agreement by providing the authorized representative of the other party 60 days written notice of intent to terminate the Agreement. All notices are to be hand delivered by duly authorized representatives or mailed through a recognized commercial service.

Authorized representatives are listed below:

Joseph DeCrosta  
Director, Office of International Programs  
Duquesne University  
601 Duquesne Union  
Pittsburgh, PA, 15219  
USA

[AGENCY CONTACT]

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

20. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of a person, firm, or corporation not a party to this Agreement.
21. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, USA. Venue shall be in Allegheny County, Commonwealth of Pennsylvania.

22. This Agreement constitutes the entire agreement between the parties and supersedes all previous written or oral agreements regarding the subject of this Agreement. Any modifications or waiver of the terms of the Agreement must be in writing and signed by both parties.

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

Duquesne University:

Signature: ___________________________ Date: __________________

Timothy R. Austin
Provost and Vice-President for Academic Affairs

[AGENCY]

Signature: ___________________________ Date: __________________