

Agency Agreement

Terms and Conditions

1) Preamble

- a) The purpose of this document is to formalise the agreement with the Agent to represent Niels Brock Copenhagen Business College (NBCBC) and to recruit suitable prospective students to study at NBCBC.
- b) The parties have recognised a mutual interest in facilitating contact between prospective students and NBCBC with the intention that these prospective students will obtain a higher education degree from a NBCBC program.
- c) This Agreement is exclusively valid for the recruitment of students for higher education programs delivered by NBCBC.

Between

Niels Brock Copenhagen Business College (Hereinafter referred to as

“NBCBC”) And

(Hereinafter referred to as “Agent”)

(Together referred to as “The parties”)

2) Territory

- a) The countries/regions covered by this Agreement are:

3) Terms and Agreements

- a) The term of this Agreement is **3** years and will enter into force on
- b) This agreement is due for revision, renewal or termination before
- c) The Agent will have to pass the “Agent Academy” prior to becoming an approved Agent with NBCBC.

- d) This agreement supersedes and replaces all previous agreements, arrangements and understanding (if any) between the parties but shall not prejudice any rights which may already have accrued thereunder to any party. This document constitutes the entire agreement and understanding between the parties and no variation of it shall be effective unless it is signed by or on behalf of both parties by an authorized representative of both parties.
- e) This Agreement is geographically limited to the territory stated above in 2.a and the Agent acts as a non-exclusive representative for that territory. NBCBC may appoint other Agents in the countries/regions specified in 2.a.
- f) A “prospective student” is a person who, by the help of the Agent, is applying for admission to a higher education program delivered by NBCBC.
- g) A “student” is a person who has had their application accepted by NBCBC, paid their tuition fees and commenced the study program at any of the NBCBC campus(es).

4) Agent Responsibilities

- a) Under this Agreement the Agent must:
 - I. Promote NBCBC and its courses in the countries specified in 2.a.
 - II. Recruit and assist in the enrollment of prospective students to undertake higher education programs at NBCBC in accordance with the policies of NBCBC.
 - III. Provide prospective students with any necessary information, including information about the programs, deadlines, as well as other terms and conditions outlined in the Code of Conduct (Schedule 1).
 - IV. Assist in completing and submitting application forms to NBCBC.
 - V. Screen all prospective students to ensure that they possess adequate English language skills, that the student meets the enrollment criteria and that they have a serious intent to study.
 - VI. Provide realistic and appropriate information that is tailored to the individual student’s circumstances, particularly in relation to language skills, capacity to pay and level of study.
 - VII. Assist in obtaining student visas to enter the host country to study.
 - VIII. Inform the student that, upon acceptance into a NBCBC program, they need to transfer the required 1st tuition instalment to the NBCBC bank account indicated in the acceptance letter.
 - IX. Inform the student that if their visa application is denied, the 1st tuition instalment will be refunded, minus an administrative fee of DKK 2,000.
 - X. Ensure the student is aware that if they fail to appear in the host country and attend their program for any reason other than a failure to secure a visa, the 1st tuition fee will be forfeited.
 - XI. Obtain all relevant licenses, authorizations and other permissions applicable to the Territory and supply official documentation of this if requested by NBCBC.
 - XII. Acting not only in accordance with relevant laws and regulations but competently, diligently and fairly as befits dealings with minors.
 - XIII. Participate in training courses and professional development wherever possible.
- b) In performing these services, the Agent must:
 - I. Promote NBCBC and Denmark with professionalism, integrity and accuracy and recruit prospective students in an honest and ethical manner.
 - II. Become members of professional associations and networks that promote and support best

practices in the recruitment of international students.

- III. Share information on best practices in the recruitment of international students.
 - IV. Inform prospective students accurately about the requirements of NBCBC using only material provided by or approved by NBCBC.
 - V. Observe appropriate levels of confidentiality and transparency.
 - VI. Provide information to students about the accreditations the agents have met, the training they have undertaken, and the memberships they hold to professional associations or processes undertaken to become registered and accredited education agents.
 - VII. Provide information about themselves that supports comparison of registration, qualifications and experience.
 - VIII. Act in the best interest of the student at all times and maintain student confidentiality.
 - IX. Specify the rights and responsibilities of the student in the country of destination.
 - X. Take reasonable steps to confirm the accuracy of information provided by prospective students in the application.
 - XI. Ensure that applications are submitted solely through the NBCBC website and clearly indicate that they are working with you as their agent.
 - XII. Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents.
 - XIII. Only undertake promotional and marketing activities involving NBCBC that have been approved by NBCBC and provide a registration number or other identifier on advertising material.
 - XIV. Ensure that the prospective student is informed about the requirements of NBCBC with regard to satisfactory attendance, and the consequences of not meeting these requirements.
 - XV. Clearly state to the prospective student that the final approval of applications and enrollment is performed exclusively by NBCBC. NBCBC is entitled to reject any or all of the applications from prospective students if they do not meet the admission requirements.
 - XVI. Clearly state to the prospective student that NBCBC is obliged to inform Danish authorities if the student for whatever reason is dismissed from NBCBC.
 - XVII. Be transparent in fees to be paid by students and commissions paid by providers.
 - XVIII. Declare and avoid any conflicts of interest.
 - XIX. Provide clear avenues for handling complaints and resolving disputes.
 - XX. Ensure that prospective students have adequate representation and support from a guardian and/or legal counsel during meetings with the agent and that this is recorded as informed consent before any money changes hands.
 - XXI. Ensure that the client has the legal capacity to enter into any commitment.
- c) The Agent must not engage in dishonest practices, including:
- I. Recruiting or attempting to recruit a student currently studying with another Danish institution for a programme at a similar level.
 - II. Suggesting that a student come to Denmark on a student visa for any reason other than for full-time study.
 - III. Facilitate the enrollment of students whom the Agent believes will not comply with the conditions of their student visa.
 - IV. Creating email addresses for prospective students in order to intercept information sent by NBCBC.
- d) In addition to 4.c., the Agent must not:
- I. Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education provider or inaccurate claims regarding any association between NBCBC and any other education provider.
 - II. Facilitate applications by students who do not meet the visa criteria or make any guarantees

- about the likelihood of obtaining a student visa.
- III. Give false or misleading information relating to course fees payable or acceptance into a program.
 - IV. Give false or misleading information relating to studying and living in Denmark. This applies to all work done by the Agent, including work done for other institutions.
 - V. Receive tuition fees payable to NBCBC by a prospective student or deduct any fees from the amount payable by the student to NBCBC.
 - VI. Commit NBCBC to accept any prospective student into a program.
 - VII. Recruit or attempt to recruit a prospective student whom the agent knows to have engaged the services of another representative of NBCBC.
 - VIII. Submit an application to NBCBC on behalf of a student the Agent is aware has been rejected previously by NBCBC, unless there has been a change in the prospective student's status that may change their status.
 - IX. Claim a direct government endorsement or privileged relationship with a public official or member of government where one does not exist; including for example the misuse of national brand logos.
- e) The Agent must ensure that all the staff of the Agent are aware of the requirements set forth in this Agreement.
 - f) Unless NBCBC agrees otherwise in writing, the cost of advertising and promotional activities undertaken by the Agent will be borne by the Agent.
 - g) The Agent will invoice NBCBC setting forth charges in accordance with the rates outlined on the NBCBC website. The invoice will list the names and birth dates of the students enrolled, the program they are enrolled in and the fee due for each individual student. NBCBC will pay the amount due to the Agent within 6 weeks after the commencement of the program(s).
 - h) The Agent will be liable for any taxes, governmental duties or any other liabilities in relation to the payment of commission unless otherwise agreed between the parties.

5) NBCBC's Responsibilities

- a) NBCBC must:
 - I. Give the Agent sufficient information to enable the Agent to undertake its services
 - II. Give the agent up-to-date and accurate marketing materials. NBCBC will cover the cost of freight and production undertaken for this purpose
 - III. Assess completed applications from prospective students within a reasonable time of receipt
 - IV. Pay any fees within the agreed timeframe
- b) NBCBC is not required to accept any prospective student referred by the Agent.
- c) Acceptance and rejection documents will be sent by NBCBC directly to the email address the prospective student provided in their application.
- d) Upon receipt of the 1st tuition instalment, NBCBC will send a confirmation letter and the ST1 visa documents to the student at the expense of NBCBC in a timely manner. NBCBC is not responsible for delays or denials in the processing of visa documents by the Danish authorities.
- e) If an administration delay or visa denial results in the prospective student cancelling their enrollment, NBCBC will not be responsible for any expenses incurred by the student or the Agent.
- f) No payment shall be made to the Agent in advance of work performed.

6) Agent's Commission

- a) The commission payable is 10% of the first tuition instalment per student. The rate is increased to 15% of the first tuition instalment for the fifth, and all subsequent, students recruited to a single programme. The increase in commission cannot be achieved by combining the number of students between multiple programmes. Subject

to the provisions of this clause, NBCBC must pay the Agent's commission for each student who is:

- I. Recruited by the Agent and
 - II. Is enrolled in a program and
 - III. Has paid the 1st instalment of their tuition fee to NBCBC and
 - IV. Has commenced the program with 4 weeks of satisfactory attendance
- b) For the purpose of this Agreement, the Agent is regarded as having recruited the student under this Agreement if the submitted application for enrollment bears the Agent's name and information.
 - c) No Agent commission is payable unless the Agent has submitted an invoice in a form approved by NBCBC.
 - d) NBCBC must pay the commission payable under this clause within 30 days of receipt of a valid invoice from the Agent.
 - e) The Agent will only receive a commission for a student once.
 - f) No Agent commission is payable if the Agent has not fulfilled its obligations as mentioned in Clause 4.
 - g) All commission payments will be sent only to the account stated below:

Beneficiary's Account Name: «Beneficiarys_Account_Name»

Bank Name:

Account No:

Bank Swift Code:

IBAN No.:

7) Confidentiality Agreement

- a) NBCBC and the Agent warrant to each other:
 - I. To keep confidential all information which has been obtained or received as a result of the discussions leading up to or entering into, or obtains or receives in performance of, this Agreement other than that which is needed to perform the services in accordance with this Agreement.
 - II. Not to disclose the terms of this Agreement, in whole or in part, to other persons without the other party's written consent, save to those of its employees involved in the implementation of the Agreement and are bound to keep it confidential.

8) Assignment and Sub-contracting

- a) The Agent may not assign or transfer this Agreement or any interest therein or claim hereunder, or subcontract any portion of the work hereunder. Only with the prior written approval of NBCBC, the Agent may exceptionally and temporarily assign or transfer this Agreement. If NBCBC consents to such an assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. The Agent must be able to document that any sub-contractors of the Agent are aware of the requirements set forth in this Agreement.
- b) Despite any sub-contract, the Agent remains liable for performing its obligations under this Agreement.
- c) The Agent must supply a list of subcontractors, subagents, or channel partners with contact information (i.e. website, email, social media) to NBCBC at the signing of the contract. NBCBC has the right to deny the use of any specific contractor(s) by our contracted Agent.

9) Monitoring of Agent's Activities

- a) The agent must participate in a range of activities to review the performance of the Agent. These activities may include, but are not limited to:
 - I. A regular review of the Agent's performance, to be taken at least once prior to revision, renewal or termination at the discretion of NBCBC, including a record of inquiries and outcomes.
 - II. Spot checks to be undertaken by representatives of NBCBC, both at the Agent's premises and at promotional events.
 - III. A yearly survey of students recruited by the Agent to be done prior to Clause 9 (a)I.

10) Corrective Action

- a) If at any point during the term of this Agreement, NBCBC believes or reasonably suspects that the Agent is negligent, careless or incompetent or is engaged in false, misleading or unethical advertising or recruitment practices, the Agreement may be terminated under the terms set out below in Clause 11.
- b) Alternatively, NBCBC may decide, at its discretion, to engage in corrective action with the Agent. These activities may include, but are not limited to:
 - I. Requiring the Agent to re-take the Agent Academy.

11) Terminating this Agreement

- a) Either party may terminate this Agreement at any time by giving the other party 30 days' written notice.
- b) If the Agent breaches any part of this Agreement, NBCBC may terminate the Agreement at any time and with immediate effect by giving written notice to the Agent.
- c) If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to rectify said breach within said 10-day period, this Agreement may be terminated immediately by the non-breaching party.
- d) If the Agent breaches any part of 4.c, NBCBC will immediately terminate the Agreement with immediate effect by giving written notice to the Agent, except where the breach of 4.c. was on the part of an individual employee of the Agent and the Agent has terminated that relationship.
- e) Upon termination of this Agreement, the Agent must:
 - I. Immediately cease using any advertising, promotional or other materials supplied by NBCBC and return all materials to NBCBC within 30 days.
- f) The Agent shall indemnify NBCBC against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, NBCBC as a result of any breach of this Agreement by the Agent.

12) Governing Law

- a) This Agreement is governed by and construed in accordance with the law in force in the country of Denmark.
- b) The parties submit to the non-exclusive jurisdiction of the courts in Denmark.

13) Arbitration

- c) Any dispute between the parties regarding this Agreement shall be settled by arbitration in Copenhagen in accordance with Danish law and follow the rules and procedures of the Danish Institute of Arbitration.

Date of Signature:

On behalf of

Date of Signature:

On behalf of Niels Brock Copenhagen Business College

Admission Officer
