## AGREEMENT for SERVICES

#### I. PARTIES

#### THIS AGREEMENT IS ENTERED INTO BY THE FOLLOWING PARTIES:

The Community Colleges of Spokane, specifically inclusive of Spokane Falls Community College and Spokane Community College, an agency of the State of Washington and hereafter referred to as "the College", principally located at 501 N. Riverpoint Blvd., Spokane, WA 99202, USA.

AND (Contractor's Name and Address)		
(hereinafter referred to as "Contractor") the Country of	for representational marketing work to be performed on behalf of students from(hereinafter referred to as "Designated Country").	

#### **PURPOSE**

The College would like to make its credit programs of study known and available to potential students in Designated Country. To further that goal, the College and Contractor enter into this agreement, under which the Contractor will promote interest in, provide information about, and recommend qualified students for admission to the College.

#### **COLLEGE REPRESENTATION**

The College designates Contractor as a representative for it in Designated Country for these purposes. The College grants to the Contractor the non-exclusive right to represent the College solely for the purposes of (1) disseminating information about the College and its programs in Designated Country and (2) screening and recommending prospective students to the College.

#### CONSIDERATION

The Community Colleges of Spokane (CCS) and Contractor agree to a cooperative relationship in which Contractor will recommend students for admission to either/both Spokane Falls Community College and Spokane Community College based upon the following terms and conditions. This contract is entered into in exchange for the mutual promises contained herein.

#### **RECITALS**

## **BOTH PARTIES HEREBY AGREE AS FOLLOWS:**

#### 1. DUTIES OF THE COLLEGE:

1.1 Per this agreement, the College authorizes and appoints Contractor to act as a representative of Spokane Falls Community College and Spokane Community College in Designated Country. Contractor will disseminate accurate information to potential students living in Designated Country about the College and Washington state and conduct recruitment on its behalf.

The College will provide the Contractor with catalogs, brochures, forms and applications. It will be the College's responsibility to provide information on admissions requirements and procedures as well as anticipated cost of attendance.

The College will compensate the contractor for each individual student that the contractor has assisted, provided orientation to and recommended for admission if the student (1) is admitted and pays tuition due, (2) enrolls within six months of the recommendation, (3) attends orientation and classes for at least thirty-five calendar days from the beginning of the quarter and (4) is neither a citizen of the United States nor holds permanent residency status in the United States, as per payment provisions stipulated in Section 3 of this agreement. The College will not compensate the contractor on a per student basis for groups attending specialized classes that are contracted separately (such as, but not limited to, short-term ESL training programs, summer contract programs, etc).

The College will reimburse the Contractor in a timely manner for students admitted to the College. The College will compensate the contractor for a maximum of *three academic college quarters and/or three English Language college quarters*, provided the student has been in attendance at classes and mandatory orientation meetings, paid tuition and fees due, and the other provisions of this contract have been met. The College is not obligated to the student for any agreements made between the Contractor and the student that are not explicitly written as part of this contract. In no event shall the student be considered a third party beneficiary to this contract.

The College will provide the referred students all regular services provided to other international students including orientation, advising and counseling assistance. The College assumes no financial responsibility for students in its programs for any reason.

In accordance with United States Customs and Immigration Service regulations, the College will issue a Form I-20 only upon receipt of a written application form signed by the student and verification of financial resources for the duration of the course of study. The College retains all rights pertaining to the admission or non-admission of the applicant.

#### 2. DUTIES OF THE CONTRACTOR

- **2.1** The Contractor agrees to conduct student recruitment, marketing and development of educational projects in Designated Country together with the College, as requested by the College.
- **2.2** The Contractor agrees that it will submit copies of any and all materials, written or electronically made (such as, but not limited to, videos, Internet home-pages etc.) that represent the College or bear the College's name or logo to the College's approved representative. The College reserves the right to approve all marketing materials prior to use.
- **2.3** The Contractor agrees to provide assistance to students in completing college application materials, and provide orientation and general information to the students about the College and the State of Washington who the Contractor finds, or who are referred to the Contractor by whatever sources, and to whoever requests such information.

- **2.4** The Contractor will evaluate and screen all prospective students recommended for admission to the College regarding academic ability, financial ability, and other criteria as directed by the College.
- **2.5** The Contractor will provide the College with a written recommendation for admission for each student. The College reserves the sole right and responsibility for official admission decisions and notification.
- **2.6** The Contractor is not authorized to and shall not accept payments from students on behalf of the College or otherwise. Students shall make all payments for the costs of attendance directly to the College.
- **2.7** The Contractor is required to submit a Form W-8BEN (attached). Compensation earned by the Contractor cannot be paid until this form is on file at the offices of the Community Colleges of Spokane.

#### 3. FEES AND COMMISSIONS

#### For placements to either Spokane Community College (SCC) or Spokane Falls Community College (SFCC):

**3.1** The College agrees to pay Contractor a contract fee of \$400 per quarter for a maximum of three (3) quarters for each student admitted to the College's regular academic program, as per provisions laid out in this agreement.

### For placements to the Intensive English Language Program:

**3.2** The College agrees to pay Contractor a contract fee of \$900 per quarter for a maximum of three (3) quarters for each student admitted to the Intensive English Language Program (ESL), as per provisions laid out in this agreement.

#### **CCS** placement bonus program:

**3.3** In addition to the above, the College further agrees to pay Contractor an Incentive Bonus for multiple student placements within the same academic year.

This additional Incentive Bonus will be paid to Contractor according to the following table:

Number of Students Placed	Additional Commission Bonus	Total Bonus Paid
After 3 students are placed	\$1000	\$1000
After the 6 <sup>th</sup> student is placed	\$1000	\$2000
After the 9 <sup>th</sup> student is placed	\$1000	\$3000
After the 12 <sup>th</sup> student is placed	\$1000	\$4000
After the 15 <sup>th</sup> student is placed	\$1000	\$5000
After the 18 <sup>th</sup> student is placed	\$1000	\$6000
After the 21st student is placed	\$1000	\$7000
After the 24 <sup>th</sup> student is placed	\$1000	\$8000
After the 27 <sup>th</sup> student is placed	\$1000	\$9000
After the 30 <sup>th</sup> student is placed	\$1000	\$10,000

- **3.4** This Incentive Bonus will be paid to Contractor for students placements made to either ESL studies, or regular academic studies. Placements must be for a minimum of 24 weeks.
- **3.5** Incentive Bonuses are paid annually, at the end of each academic year (June 30). Contractor will invoice the College, using email to <a href="mailto:Dan.Ferguson@ccs.spokane.edu">Dan.Ferguson@ccs.spokane.edu</a>, with the invoice as an attachment.

Students who are counted toward bonuses in one academic year may not be counted in subsequent years. Placements are by academic year (Summer, Fall, Winter or Spring terms). Placements made to either Spokane Falls Community College or Spokane Community College may be included in determining the total number of students placed per academic year.

**3.6** The Contractor will invoice the College using email to <a href="mailto:Dan.Ferguson@ccs.spokane.edu">Dan.Ferguson@ccs.spokane.edu</a>, with the invoice as an attachment, for each student as cited in items 3.1 and 3.2 of this Section for a maximum of three quarters. If the

Contractor Invoice is received within two weeks before the last week of the quarter, the College will respond with contractual wire payment not later than the last week of the quarter.

The College will not pay any fees to the Contractor for students that withdraw from school prior to the thirty-five calendar days of the quarter.

- **3.7** All compensation due to Contractor under the terms of this agreement shall be paid by wire transfer. For purposes of making compensation, please complete the wire transfer information on page 6. Funds cannot be sent by cheque.
- **3.8** Total compensation payable each year under this contract shall not exceed \$100,000.

#### 4. DURATION OF AGREEMENT

- **4.1** This agreement shall be effective for a period of two years from the date of signing, except as stipulated in Section 5.
- **4.2** This agreement may be extended for an additional two-year increment, as agreeable to both parties. Any such extension or modification of this agreement must be in writing and signed by duly authorized representatives of both parties.

#### 5. TERMINATION

Either party, in its sole discretion, may terminate this agreement by providing the other party fifteen (15) days written notice of intent to terminate. All notices are to be hand delivered by duly authorized representatives or mailed through a recognized commercial service to the authorized representatives listed below:

Lisa Avery	Name of representative:
Dean of Global Education	Title:
Community Colleges of Spokane	Address:

1810 N. Greene Street

Spokane, WA. 99217 U.S.A

Any change of address or representatives shall be provided to the other party in writing within thirty (30) days. All notices required to be delivered by this Agreement shall be deemed received on the date of delivery, if hand-delivered; on the date of receipt, if mailed certified mail, return receipt requested; or five (5) days after mailing, if mailed in the regular mail. Provided: If a notice is received on a weekend or national holiday, it shall be deemed received on the next regularly scheduled business day.

#### 6. LIABILITY COVERAGE PROVISIONS

- **6.1** 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 any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- **6.2** It is mutually understood and agreed that the Contractor and the College are separate, independent agencies. The employees of the Contractor are not, nor shall they be deemed to be employees of the College, and the employees of the College are not, nor shall they be deemed to be employees of the Contractor.

#### 7. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington. Venue shall be in Spokane County, State of Washington.

#### 8. DISPUTE RESOLUTION

Any disputes regarding the terms of this agreement shall be decided by the District's Chief Financial Officer (CFO) or his/her designee and the Contractor.

#### 9. EXCEPTIONS

Both parties agree that if, due to extenuating circumstances, (for example a death in the family or a debilitating illness that would require the student to seek prolonged medical attention), a student withdraws from school and is awarded a full refund of tuition by the College, there will be no contractor's fee paid for that quarter, and that the regular stipulations of this contract will bind once the student is back in attendance. The College reserves the right to make final determinations in such cases.

#### 10. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and the terms and conditions agreed upon by both parties, and supersedes all previous written or oral agreements. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Any modification or waiver of the terms of the Agreement must be in writing and signed by both parties.

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

Rod Ramer	Name of representative:
Purchasing Manager	Title:
Community Colleges of Spokane	Address:
501 N. Riverpoint Blvd	
P.O. Box 6000	
Spokane, WA. 99217-6000	
USA	
Date:	Date:
Witness:	Witness:
Approved as to form:	
Assistant Attornay Ganaral	

## **WIRE TRANSFER INFORMATION**

## BANK INFORMATION

SWIFT-BIC CODE#: BANK ROUTING #:		* use for foreig * use for US Ba	
NAME OF BANK: ADDRESS OF BANK:			*
CITY: STATE: (if applicable) COUNTRY:		* * *	
ACCOUNT#: NAME ON ACCOUNT:	(exact name as on account required)		(optional)
BANK-TO-BANK INFORMATION			

\* REQUIRED FIELDS

# W-8BEN I

# Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding Section references are to the Internal Revenue Code. ► See separate Instructions. ► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:			
A U.S. citizen or other U.S. person, including a resident alien individual     A person claiming that income is effectively connected with the conduct	W-9			
of a trade or business in the United States				
foreign private foundation, or government of a U.S. possession that received effectively connected income claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	or that is			
Note: These entities should use Form W-8BEN If they are claiming treaty benefits or are providing the form of claim they are a foreign person exempt from backup withholding.	nly to			
A person acting as an intermediary     Note: See instructions for additional exceptions.	W-8IMY			
Part I Identification of Beneficial Owner (See instructions.)				
1 Name of Individual or organization that is the beneficial owner 2 Co	untry of incorporation or organization			
3 Type of beneficial owner: Individual Corporation Disrogarded entity	Partnership Simple trust			
Grantor trust Complex trust Estate Government  Central bank of issue Tax-exempt organization Private foundation	International organization			
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-ca	are-of address.			
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)			
6 Mailing address (if different from above)				
City as hour whole as province health a model and a whole approved to	Country (do not obbendate)			
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)			
	dentifying number, if any (optional)			
SSN or ITIN EIN  8 Reference number(s) (see instructions)				
Part II Claim of Tax Treaty Benefits (if applicable)				
9 I certify that (check all that apply):				
a The beneficial owner is a resident ofwithin the meaning of the income tax to	eaty between the United States and that country.			
<ul> <li>b If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).</li> <li>c The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).</li> </ul>				
d  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instruction).	oreign corporation or interest from a			
e The beneficial owner is related to the person obligated to pay the income within the meaning of second 8833 if the amount subject to withholding received during a calendar year exceeds, in the a	ection 267(b) or 707(b), and will file			
10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the pr	ovisions of Articleof the			
treaty identified on line 9a above to claim a% rate of withholding on (specify type of in	come):			
Explain the reasons the beneficial owner meets the terms of the treaty article:				
Part III Notional Principal Contracts				
11 I have provided or will provide a statement that identifies those notional principal contracts from w connected with the conduct of a trade or business in the United States. I agree to update this states that the conduct of a trade or business in the United States.				
Part IV Certification  Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge an	d belief it is true, correct, and complete. I			
further certify under panalties of perjury that:  1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,	•			
2 The beneficial owner is not a U.S. person,				
3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and				
4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.				
Sign Here				
Signature of beneficial owner (or individual authorized to sign for beneficial owner)  Date (MM-D	C-YYYY) Capacity in which acting Form W-8BEN (Rev. 2-2005)			
For Paperwork Reduction Act Notice, see separate instructions.  Cat. No. 25047Z.  Form W-BBEN (Rev. 2-2005)  Phinted on Recycled Paper				

http://www.irs.gov/pub/irs-pdf/fw8ben.pdf