

RECRUITMENT AGENT AGREEMENT

between

Howick Intermediate School

and

HAN NEW CULTUAL EXCHANGE CENTRE

(hereafter referred to as "AGENT")

whereby the EDUCATION PROVIDER appoints the AGENT as a Representative in Korea, for all the courses and programmes offered by the EDUCATION PROVIDER, on the terms specified below.

A. The EDUCATION PROVIDER

1. HOWICK INTERMEDIATE SCHOOL agrees to give the AGENT the authority to introduce and recommend individual students to HOWICK INTERMEDIATE SCHOOL in accordance with the admission standards and policies of HOWICK INTERMEDIATE SCHOOL and/or any other guidelines agreed by both parties.
2. HOWICK INTERMEDIATE SCHOOL shall endeavour to provide the AGENT complete and up-to-date information on HOWICK INTERMEDIATE SCHOOL with regard to the programmes, course structure, fee schedules, admissions policies and other important aspects so as to assist in the proper counselling of prospective students. At its own expense HOWICK INTERMEDIATE SCHOOL shall provide the AGENT with stocks of Prospectus, information leaflets, application forms and other useful promotional materials.
3. HOWICK INTERMEDIATE SCHOOL shall answer any enquiries and send all correspondence and related documents to the AGENT promptly via the most efficient means.
4. HOWICK INTERMEDIATE SCHOOL shall send all the necessary documents to the AGENT for student passport procedures and visa application after receiving fees remitted from the AGENT by way of a bank cheque or cash.
5. For each individual student enrolled at HOWICK INTERMEDIATE SCHOOL following recommendation by the AGENT, HOWICK INTERMEDIATE SCHOOL shall pay to the AGENT a professional fee. This fee will amount to **5%** (including GST) of the tuition fee paid for the academic course if the student is enrolled for **one or two full academic terms**. If the student is enrolled for **three full academic terms** the professional fee shall amount to **10%** (including GST) of the tuition fee paid. For any student enrolled for the **full academic year – four terms** HOWICK INTERMEDIATE shall pay **15%** (including GST) of the first year's tuition fee. For the sixth and subsequent students in one academic year HOWICK INTERMEDIATE SCHOOL shall pay to the AGENT a professional fee amounting to **17.5%. (Including GST)**. This fee shall be remitted in the form of a New Zealand cheque to the AGENT within six weeks

after the student has commenced at HOWICK INTERMEDIATE SCHOOL on the receipt of an appropriate invoice. The Agent shall be responsible for all taxes and levies on commissions.

6. HOWICK INTERMEDIATE SCHOOL agrees to refund the tuition fee received from the AGENT (after subtracting the non refundable deposit) if the student is refused the final visa application.
7. HOWICK INTERMEDIATE SCHOOL will review the AGENT's performance annually. This could be by way of student satisfaction surveys and interviews.
8. HOWICK INTERMEDIATE SCHOOL will direct the AGENT to a copy of the Code of Practice for the Pastoral Care of International Students, in the AGENT'S own language if appropriate.
9. HOWICK INTERMEDIATE SCHOOL will advise the AGENT that ethical performance by the AGENT is of paramount importance.

B. The AGENT

1. The AGENT shall advise all prospective students and shall collect from the students on behalf of HOWICK INTERMEDIATE SCHOOL the necessary application forms, reports, and any other documents requested by HOWICK INTERMEDIATE SCHOOL. These will then be transmitted to HOWICK INTERMEDIATE SCHOOL.
2. The services and responsibilities of the AGENT to HOWICK INTERMEDIATE SCHOOL shall include promotion of HOWICK INTERMEDIATE SCHOOL programmes, and other services for students. The AGENT shall also give advice to prospective students and parents to ensure they have a full understanding before committing to enrolment.
3. In the advising of individuals and dissemination of information, the AGENT shall take all reasonable measure to ensure that only factual and up-to-date information is given.
4. The AGENT shall endeavour to introduce and recommend individuals who are academically and financially qualified for admission to HOWICK INTERMEDIATE SCHOOL.
5. The AGENT shall submit complete documentation of the student's application to HOWICK INTERMEDIATE SCHOOL promptly by airmail, or any other efficient method as required.
6. The AGENT shall ensure HOWICK INTERMEDIATE SCHOOL receives the **full fees** from the students and the AGENT will remit these amounts to HOWICK INTERMEDIATE SCHOOL.
7. The AGENT shall be liable for all costs, expenses and outgoings incurred by any of its employees or representatives in carrying out the services and shall not without the prior written approval of the school – incur any expense in the name of the school
 - pledge the credit of the school
 - enter into any arrangement with any person that places an obligation on the school.
8. The AGENT will not engage in any false, misleading or deceptive conduct or otherwise contravene any of HOWICK INTERMEDIATE SCHOOL obligations under the Code of Practice for the Pastoral Care of International Students.

9. All matters relating to this agreement and all information acquired or received by either party to this agreement in the course of providing the agency services shall be held and kept confidential and shall not be disclosed by the other party except
- as required by law
 - in good faith in proper furtherance of this agreement
 - with the prior written consent of the other party.
10. The AGENT confirms that he/she has read and understood the New Zealand Ministry of Education's Code of Practice for the Pastoral Care of International Students, copies of which can be viewed on the Ministry of Education website at www.minedu.govt.nz/goto/international. The Agent agrees to comply with the New Zealand Code of Practice for the Pastoral Care of International Students and understands that any breaches of the Code may result in the termination of this agreement.
11. This agreement shall take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement the AGENT irrevocably submits to the jurisdiction of the courts in New Zealand.

TERMINATION:

- C. This Agreement is subject** to cancellation by either party on notice of two (2) weeks. The Agreement shall be valid for 2 years from the date of signature. Any renewal of the Agreement will be negotiated.
- If the Education provider becomes aware that the AGENT is engaging in false, misleading or deceptive conduct or otherwise contravening the EDUCATION PROVIDER'S obligations under the Code, HOWICK INTERMEDIATE SCHOOL SCHOOL will immediately withdraw the AGENT'S accreditation, terminate this Agreement and stop accepting students from the AGENT.

THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:

Signed for and on behalf of HOWICK INTERMEDIATE SCHOOL

Signature: _____ Designation: _____
Date: _____

Signed for and on behalf of AGENT:

AGENT Signature: _____
Date: _____