Sabancı University Education Consultancy Representative Agreement

Subject of the Agreement

The contracting parties agree that the Representative ………………… (Representative here and after) will collaborate in any way possible and within reason with Sabancı University (SU here and afterwards) in recruiting new students from ………………… to all relevant SU programmes.

Rights and Obligations of the Representative

As a Representative of the SU, the role of the Representative will require the following:

1. To become well acquainted with the full range of courses offered by SU, including programmes offered at undergraduate and graduate levels.

2. To promote all SU programmes to appropriate audiences. This will, ideally, involve a mixed approach to include advertising, editorial promotion through appropriate journals, magazines and newspapers; student counselling; dissemination of SU promotional material; the development of a local contacts network; outreach initiatives to local schools, colleges, management institutes and corporate offices; and the integrated use of SU alumni in promotional activities. The Representative passes drafts of all advertisements back to SU for final approval.

3. To counsel students interested in any programme offered at SU, pre-screen students where appropriate, to establish whether they will satisfy the SU’s entry requirements and help them with administrative aspects of the application process. The Representative shall provide students with University brochures, application process and fee schedules. The Representative shall refrain from giving false information or make promises to students which the SU cannot live up to. SU will hold the Representative fully responsible for damages as a result of wrongfully given undertakings and/or information to students.

4. To assist in the organisation, support and follow-up of SU visits to …………………, in order to maximise the effectiveness of these visits.

5. To keep SU informed of all relevant market intelligence and identify market opportunities for SU’s educational programmes and ways in which they may be successfully developed.

6. To ensure all activities of the Representative harmonise with any existing initiatives and relationships SU has with third parties in …………………. This may include organisations such as academic organisations, government departments or SU alumni.

7. Representative understands that, according to Turkish Citizenship and Immigration Services policies, student visas are required for all University Programs.

Rights and Obligations of SU

1. SU will supply the Representative with sufficient stocks of appropriate promotional material and application materials and will supply additional information at the request of the Representative.

2. The Representative passes drafts of all advertisements back to SU for final approval. SU reserves the right to amend such advertisements as it sees fit.

3. It is at the sole discretion of SU to review and rank candidates for admission and to place them on appropriate programmes according to their academic performance and
Meeting the general application criteria does not guarantee admission to SU.

4. SU retains the right to evaluate and admit students from ............... who apply directly to the University. However, students will be encouraged to take advice from you as the local representative where appropriate.

5. SU reserves the right to establish relationships and make agreements both with recognised ................ higher education institutions and with other government bodies as it sees fit, but will keep the Representative informed of any such associations at all times for our mutual benefit.

Financial Agreement

SU undertakes to support the Representative for the period of appointment of 12 months to the following extent:

1. SU agrees to pay the Representative %8 of net tuition for registered students from 1 to 4 coming through their offices.
   - SU agrees to pay the Representative %10 of net tuition for registered students from 5 to 9 coming through their offices
   - SU agrees to pay the Representative %12 of net tuition for registered students from 10 to 15 coming through their offices
   - All the commissions paid to the Representative will be based on the amount that the student pays.

2. The Representative will send SU a list of all students counselled by them within four weeks after the commencement of either the Fall or Spring semester, which ever is relevant. SU will make commission payment after the student tuition fees are paid in full and within six weeks after the last day for course registration. The Representative has to provide an invoice apriori for any payment to be transferred by SU.

3. SU may decide to pay any additional expenses of the Representative. The Representative has to notify SU about the activity that will incur additional expenditures and get SU’s written approval beforehand. In the case of a payment decision, the Representative undertakes to furnish receipts as proof of the actual expenditure incurred in this regard.

4. SU reserves the right to make advance payments to the Representative, which later on will be deducted from the yearly commission payments. The payment will be made only on the basis of an agreed marketing plan, mutually beneficial to both parties. If the Representative terminates the agreement at any time during the contractual period of 12 months, the Representative is liable to pay back the exact amount to SU.

5. Representative shall not collect any fees from students on University’s behalf. University shall retain the exclusive right to collect student application and tuition fees.

Terms and Conditions

1. Representative agrees that this is not an exclusive agreement and that, in accordance with the policies of Sabancı University, SU may make similar agreements with other representatives.

2. SU shall not be held liable either legally or materially for any actions of the Representative engaging SU beyond the subject of the present agreement.

3. SU reserves its right to review this appointment at the end of six months from the date of the appointment.
4. SU is entitled to evaluate the performance of the Representative during the period of six months. The Representative shall cooperate with such evaluation and provide all the necessary information at the request of SU.

**Termination of Agreement**

1. The Representative will not make any claims, nor hold out any warranties on behalf of SU which are not substantiated by its' prospectuses or other printed material. Where this occurs, SU will consider what action to take dependant on the claim made and this may result in the termination of this agreement forthwith, though the Representative will have the opportunity to explain any alleged action or claim.

2. The Representative shall be at liberty to discontinue the appointment in the event of SU failing to make payment as set out in the Financial Agreement above.

3. In the event of either party deciding to terminate this agreement, such party shall give to the other written notice of three months, during which time the Representative shall be entitled to a proportionate payment according to the Financial Agreement above.

**Settlement of Disputes**

1. This agreement is governed by Turkish law.

2. All disputes relating to this agreement shall be put before the courts in Istanbul, Turkey

Kindly confirm your acceptance of the above terms and conditions. This agreement will be effective from the date of receipt of this letter of appointment at SU duly signed by the Representative.

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Sabancı University
Orhanlı Tuzla
34956 Istanbul
Turkey

Authorised Signatories
DATE:
PLACE:

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Authorised Signatories
DATE:
PLACE: