



Szczecin,

**The Agreement of co-operation between
IBS of the West Pomeranian Business School (WPBS)
andlocated in(city).....(address)**

Article 1. Parties to the Contract, Purpose and Content of Contract

1.1 WPBS is interested in the education of foreign students suitable to do the degree programs (Bachelor and Master programs) and diploma programs (Business diploma) offered by WPBS provided they have met the requirements for admission and WPBS will appoint the Agent to recruit students in order to accomplish this purpose.

1.2 According to this Contract the Agent should recruit qualified and competent foreign students satisfying the requirements of WPBS for admission to the English fee paying programs at WPBS.

Article 2. Terms of the Contract

2.1. This Contract will take effect upon execution thereof and it will continue in force until **DEC 2019**. After the expiration date it will be renewed automatically for a further period of one year unless either contracting party makes a recanting statement within 15 days before the expiration of this contract.

Article 3. Rights and Responsibilities of Parties, Conduction of Entrance Examinations

3.1. THE AGENT

3.1.1. The Agent performs its activities on an own behalf and at its own risk. The Agent is allowed to use the name of the WPBS for any kind of advertising or similar activities in public and bears the written approval of the WPBS, except for cases where the Agent tells an applicant or a person inquiring which university is recruiting students for in an appropriately efficient way.

3.1.2. The Agent shall cover all of the own expenses regarding advertisement, organization and other promotional activities.

3.1.3. The Agent declares that is familiar with the laws and rights of the countries of his activity, and intends to abide by them entirely. The Agent shall contract the legal responsibilities (eg. fine, compensation, penalty, etc.) for violation to any laws or rights.

3.1.4. The Agent acknowledges that any complaints, comments and requests of the applicants concerning the admission procedure and the admission itself shall be judged by WPBS, and is obliged to inform every applicant recruited about this fact in due course. Failing to do so, the Agent is responsible and liable for any damages.

3.1.5. The Agent may make separate contracts regarding any other services with the applicants and prospective students in addition to the services defined by this Contract, but the separate contracts shall have no contractual relations with this Contract, and the separate contracts shall not refer to, or even suggest in any way that the Agent is acting on behalf of WPBS. The Agent is definitely obliged to inform the applicant what is required by the WPBS, and what is requested by the Agent in return for the services offered.

3.1.6 The Agent shall take full responsibility for the preparation of the students' documents both for application to the WPBS and application for the study Visa in Poland.

3.1.7 The Agent undertakes to recruit no less than 4 students to English degree program commencing in September for Fall Semester and February for Spring Semester at the WPBS.

3.1.8. The Agent will recruit students to read the degree and diploma programs commencing September/February.

3.1.9. If the Agent fails to fulfill the agreed target numbers in recruitment (according to 3.1.7), the WPBS has the right to terminate this contract with extraordinary notice according to 5.3.

3.2. The West Pomeranian Business School

3.2.1. WPBS shall provide the Agent with all requirements and written information necessary for the Agent to perform the undertakings stipulated by this Contract (the WPBS will provide the necessary number of copies of the information booklet compiled to inform foreign applicants about WPBS, which also contains the application forms; WPBS will provide information on the admission requirements of all the degree programs offered).

3.2.3. The WPBS will provide the applicants as well as their relatives with information on particular questions on the rules of admission and studies of WPBS if requested directly or through the Agent. The WPBS will also guarantee directing applicants who make Enquirer in writing both via email or fax messages to the Agent.



3.2.4. The WPBS hereby authorizes the Agent to select the proposed applicants for admission to the WPBS on the basis of the applicants' secondary school-leaving certificate or final examination and the interview organized by the Agent. The WPBS will issue official Letter of Authorization to the Agent.

3.2.5. The WPBS shall contract legal relation according to the Polish laws with foreign students recruited by the Agent on condition that they fulfill enrollment requirements in the selection procedure conducted by the Agent, and they submitted the fees of tuition and registration.

3.2.6. The WPBS guarantees that the tuition fees as defined in the admission information will remain the same for the fee paying students for the entire period of their studies, on condition that the student continues own studies without repetition or interruption.

3.3. Registration

3.3.1. The Agent will collect the documents required for the registration procedures, and the Agent will immediately place them at the WPBS's disposal. The Agent shall provide the expenses and liabilities to control the documents formally as well as to determine the entireness and authenticity of the documents. The Agent shall bear the responsibility for the loss or disadvantage regarding the applicants or any parties of this Contract resulting from unreliable, insufficient or by any other means dissatisfactory documentation.

3.3.2. The Agent shall submit to the WPBS the personal particulars of the applicants proposed for admission before 15th August for winter Intake and 15 January for summer Intake of the year in question.

3.3.3. The Agent shall notify the applicants about admission or refusal in writing as well as about the yearly amount of tuition fee to be paid to the WPBS after the admission as it is detailed in the offer of the WPBS.

3.3.4. Throughout the registration and studies, the WPBS provides equal opportunities for all applicants regardless of their race, color or religion.

Article 4. Fees

4.1. Subsequent to the year **Oct-2016** onwards, the WPBS agrees to pay the Agent one-time commission: 5% of the tuition fee for first 2 successfully enrolled students. The commission rises to 10% for all students (1 and 2 as well) if 3 students and more are successfully enrolled.

The commission fee is due only if the student successfully started WPBS classes and does not leave the institution in the whole academic year period. The commission will be paid in two parts: first half after the successful enrollment of the student and second half after student's academic year successful completion. The exchange rate will be taken from the National Bank of Poland and the exchange rate date will be the 1st October of the present year.

The certificate of Agent's Fiscal Residence will be necessary for the avoidance of double taxation and prevention of fiscal evasion with respect to taxes on income. Separate contracts between the applicants and the Agent are entirely inoperative to this Contract. The existence, extent, way of payment and any other terms are subject to a private agreement between the parties, consequently rights, liabilities or requirements may not be claimed on the basis of them from WPBS.

4.2. Tuition fees charges for the applicants per person and per occasion are presented in apply.zpsb.pl

4.3. Students should proceed in payment or transfer of tuition fees in accordance with the information provided by the WPBS. In this process the WPBS issues first the Conditional Letter of Acceptance after successful entrance examination and sends it to the Agent. According to Article 3.1.4. the Agent informs the applicants about the fact of acceptance. Then students should pay the tuition fee and acceptance fee for the first academic year. After receiving the student's fee, the WPBS issues the Acceptance Letter and also the Provisional Confirmation on accommodation (upon request) in its college hostel, sending these documents again to the Agent. WPBS offers to provide rented apartments for the students later, but at the beginning in the first Year students are expected to live in the campus hostel (upon request). The WPBS needs to be informed at least 10 days before arrival that the campus hostel is to be arranged, otherwise no housing arrangement will be made.

4.4. In case the student's visa application denial, the student proves the denial with official documents, then the WPBS returns the tuition fee to the student within fifteen (15) banking days after receiving the demanded documentation.

4.5. Refund of tuition fee is only applicable in case of Polish Embassy visa denial. Fees are not refundable.

4.6. Accommodation fee must be paid by the students to the hostel campus after arriving to Poland and before starting their studies.

4.7. Expenses directly related to the Agent's activities will be covered by the Agent. The WPBS will only pay itemized invoices of introductory materials, leaflets, pictures and videos, which are essential and indispensable for the Agent to perform his or her obligations and undertakings stipulated by this Contract.

Article 5. Common procedures



5.1. The Agent and IBS will conduct application procedures through admission platform apply.zpsb.pl. Agent will be given a self-service code and a tracker code to log in as an advisor and to keep track of the students. . All students will be given their personal code. Agent should keep them as private, as if lost, IBS office is not able to re-issue.

Article 6. Termination of the contract

6.1. As a rule, this Contract is terminated as regulated in Article 2.1.,i.e.,at the termination of the period defined.

6.2. Ordinary notice: either party may terminate this Contract at any time without cause by giving the written notice of termination at least sixty (60) days prior to such termination.

As stipulated by an ordinary notice, expenses incurring before the termination will be covered by the party issuing the notice, and said party is obliged to cover the expenses incurring to the other party.

6.3. Extraordinary notice: in the event that either party should deliberately or carelessly breach any term or condition of this Contract the non-defaulting party may terminate this Contract for reasonable cause with immediate effect by giving the written notice. Termination for cause shall not entitle the defaulting party to compensation, reimbursement or damages.

6.4. Any enquires either from other agents or students shall be directed to the Agent and students applying individually from the area of activity of the Agent shall be directed to the Agent, too.

1.On behalf of WPBS

Joanna Latusek
International Business Studies
manager

2.On behalf of Agent