

IBA Agent Agreement – EU countries	
Between: <i>(name of international Agent, address, telephone, e-mail, website, VAT no.)</i>	
Specified study programmes for this agreement:	<ul style="list-style-type: none"> • AP-Degree in Marketing & Economics (2 years) • AP-Degree in Financial Management (2 years) • Top-up BA in Int. Sales & Marketing Man. (1 ½ years)
Specified geographical territory for this agreement:	
And <i>(name of the institution, address, telephone, e-mail, website, VAT no.)</i>	International Business Academy (Kolding) Skamlingvejen 32, 6000 Kolding Denmark Tel: +45 – 72241800 Fax: +45 – 7224 1808 Web: www.iba.dk
International contact person at the IBA: <i>(name, telephone, e-mail)</i>	Ms. Ildikó Antal International Marketing & Recruitment Coordinator Mobile: +45-25365853 E-Mail: ildiko@iba.dk Web: www.iba.dk
Other contact person: <i>(name, telephone, e-mail)</i>	

International Business Academy (hereinafter IBA) and _____ (hereinafter _____) have agreed that _____ will supply information to prospective students and educational institutions and facilitate the enrolment of students, by way of introduction to IBA study programmes.

1. Duration, Review and Termination:

- a. This agreement shall commence on _____ and will be subject to review each year in October.
- b. The agreement may be terminated by either partner, upon the issuing of 30 days' written notice.
- c. If The Agent branches any provision of this agreement, IBA may terminate this agreement at any time and with immediate effect by giving written notice to The Agent.

2. Engagement of The Agent:

- a. IBA engages The Agent to be its representative to perform the services in the Territory for the Term.
- b. This is a non-exclusive agreement. IBA may appoint other agents in the Territory.
- c. The representative cannot promote IBA outside the Territory or perform the services outside the Territory, without IBA prior written consent.
- d. If The Agent wishes to expand the Territory the representative must make a written submission to IBA no later than 30 days before the recruitment of prospective students in the new territory is planned to start. IBA is under no obligation to recognize The Agent's new territory, or accept applications for enrolment from prospective students recruited by the representative in the new territory.

3. Responsibilities and obligations of The Agent:

- a. The Agent will make all best endeavors to maintain and increase the numbers of well-qualified students attending IBA, and will represent the best interests of IBA within the defined territories.
- b. The Agent will assist to uphold the high reputation of IBA and of the Danish education sector
- c. The Agent will develop a marketing plan detailing activities for the following recruitment year, including a plan of action. The marketing plan will be sent to IBA.
- d. The Agent will inform prospective students accurately about the requirements of the programs using only material provided or approved by IBA.
- e. The Agent will ensure that the applicants' school leaving certificates are genuine and relevant for studying at IBA.
- f. The Agent will arrange for English language testing/ interviewing of prospective students.
- g. The Agent will ensure that prospective students are well informed about the IBA study programmes and all applicable costs (tuition fees, books, living costs, etc.), terms of payment and conditions for studying at IBA.
- h. The Agent will ensure that IBA receives the direct contact details (postal and e-mail addresses) of the applicants when the applicants admitted to studies at IBA.
- i. The Agent will take reasonable steps in confirming the accuracy of the information provided by prospective students in the application.
- j. The Agent will ensure that only signed and completed applications are submitted to IBA.
- k. The Agent will ensure that any promotions or advertising carried out on behalf of IBA in the defined territories are truthful, does not contain misleading or malicious comments, and meets all official national rules and regulations.

- l. The Agent will keep IBA informed of any information relevant to its interests in the defined territories, and will be prepared to act on behalf of IBA in such matters.
- m. The Agent will inform IBA of local education events/fairs, and, in collaboration with IBA, will decide whether to participate in these. Unless IBA otherwise agrees, The Agent must bear the cost of advertising and promotional activities undertaken by The Agent under this agreement.
- n. On request, The Agent will make travel or accommodation arrangements for representatives of IBA when visiting the defined territories. The costs of travel, accommodation, and subsistence for IBA personnel will be borne by IBA.
- o. The Agent must keep confidential the terms of this agreement and all information provided by IBA, other than to the extent disclosure is required to perform the services in accordance with this agreement.

The Agent must not:

- Engage in any dishonest practices, including suggesting to prospective students that they may come to Denmark as a student with a primary purpose other than full-time study.
- Engage in false or misleading advertising or recruitment practices.
- Make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association between IBA and other education providers.
- Actively recruit, or attempt to recruit, prospective students that The Agent knows to have engaged the services of another official representative of IBA.
- Sign or encourage or allow others to sign official documents such as the application form, on behalf of a prospective student. The student's signature that appears on all official documents must be the same signature as that which the prospective students used when signing the IBA application form.

4. Obligations and services provided by IBA:

- a. IBA will provide up-to-date information about living and study costs, tuition fees and structures, IBA and the current study programmes.
- b. IBA will assist in application and enrolment procedures.
- c. On request, IBA will provide up-to-date information to The Agent on the study progress of enrolled students.
- d. IBA will provide the materials/brochures needed by The Agent.
- e. IBA will on a list of prospective, screened and tested students have the final decision on the final enrolment.

- f. IBA will monitor The Agent's performance and activities through meetings, reports and surveys of students.

5. Other corporation issues:

Both _____ and IBA will endeavour to develop new areas of corporation for mutual interest.

6. Commission rates/payment:

In enclosure 1, IBA and _____ have outlined the details of the mutual benefits of this agreement, in order to assist each other in fulfilling the agreement in accordance with its overall aims.

The benefits provided by IBA will consist of a commission rate per students.

Signature of The Agent:

Academy

Date: _____

Signature of Dean of Studies:

Signed on behalf of International Business

Date: _____

Signature of contact person:

International Marketing & Recruitment

Date: _____

Coordinator

Enclosures:

1. Mutual benefits/payment
2. Spreadsheet for applicant data