

Agent Information Documents

Dear Sir/Madam:

Welcome to the Virginia International University agent network. VIU is committed to providing students from all over the world with the highest standard of education. With your help, we can better achieve and maintain our goals.

As we begin on the road to achieving our goals together, we are sending you an information package containing promotional materials for the interested student. We recommend that you keep the original copies and give photocopies to the students. Should you need more promotional materials, please let us know.

Along with the promotional materials, we are also sending you a document on agent service procedures. Please provide us with your agent number when corresponding with the university.

Once again, we welcome you to the VIU family. Please contact us at 703-591-7042 or via email at agent@viu.edu with any additional questions or for further clarification.

Sincerely,

Sebastien Mortreux
Associate Director for Public Relation

Stage 1: Student Inquiry

When presented with an inquiry, the agent should provide the prospective student with the following:

- VIU's informational brochures and documents
- Application Form and Statement of Financial Support (please see attached forms)
- List of Requirements
- Tuition and fees structure
- Contact information including the university's website

Stage 2: Student Enrollment

Upon receipt of the application form, the agent will attach to it the following:

- Two (2) passport-sized photographs of the student
- Financial documents
- Complete admission requirements

The agent should photocopy the above documents and mail the original documents to the following address:

**VIRGINIA INTERNATIONAL UNIVERSITY
ADMISSIONS DEPARTMENT
3957 PENDER DRIVE
FAIRFAX, VA 22030
USA**

Payment for the required tuition fee, application fee and postage fee can be made directly to VIU by one of the following options:

- Deposit to the VIU's bank account;
- Wire transfer;
- Send a check or money order payable to VIU;
- Credit card

Account details will be provided upon request.

Stage 3: Enrollment Confirmation

- VIU will confirm the receipt of payment from the agent or the student.
- Agent will notify VIU of the student's expected arrival date and time as soon as it becomes available.

Procedural Timetable

Please follow these procedures with our new students:

- ❑ Send the required documents to VIU no later than eight weeks prior to the beginning of the semester.
- ❑ Be sure to pay course deposit and application and postage fees to VIU no later than three weeks before the student's first day of classes.

Important Notes

- ❑ Students should be reminded that all fees are payable in US dollars, and that any bank charges for transferring and receiving the money is their responsibility of the student.
- ❑ Application for the programs can be made only through the completion and submission of the application form.
- ❑ Once application forms have been sent to VIU, the university will then confirm the approval of the application. The agent can collect the tuition deposit (\$400), application fee (\$50) and postage fee (\$50) to send to VIU. Always give students a receipt for any payment they make.
- ❑ All funds and applications should be sent to VIU within ten (10) days as they are received by the agent.
- ❑ Students should know what living conditions to expect upon arrival to the Washington, DC metropolitan area. VIU can provide information on weather, housing, transportation, and recreation.

Cancellation and Refund Policy

VIU TUITION REFUND POLICY

Should a student elect to cancel or withdraw from Virginia International University (VIU), or from specific courses, then the following refund schedule will be used to determine any financial obligation for which the student is responsible (based on total tuition due):

<u>Time of Notice</u>	<u>Amount Refunded*</u>
Up to 3 business days prior to first day of class	100%
During the first 25% of the semester	50%
After 25%, but less than 50% of the semester	25%
After completion of 50% of the semester	0%

* Excludes non-refundable fees which are not refunded.

In the event that a written notice is submitted, the effective date of termination will be the date the student last attended classes. The school will facilitate refunds to individuals who have terminated their status as students within 45 days after receipt of a written request or the date the student last attended classes.

If a student has enrolled in a payment plan and the installment payment is insufficient to cover the student obligation according to the above schedule, then the university will bill the student the difference.

If a student's financial obligation is not fulfilled, the university is authorized to do the following until the balance is paid in full:

- Withhold the release of student academic records or any information based upon the records.
- Withhold the release of student transcripts.
- If the account remains delinquent, the university reserves the right to terminate the student's enrollment and cancel the F-1 visa (in the case of international students).

Tuition, fees, payment plan options, and program scheduling are determined at the discretion of the university. Terms and conditions are subject to change without prior notice.

Tuition Deposit Refund - International Students (F-1 Visa Status):

The following tuition deposit refund terms are in effect for international students who provide a deposit and pay the application and postal fee for the university to issue the student a Form I-20 for U.S. embassy use in granting an F-1 student visa.

Upon receipt of the university issued Form I-20, if the U.S. Consulate (or Consular Officer) in your home country has declined your visa application for any reason, any money you have deposited with us will be refunded, excluding the application and postal fees. To receive a refund, the applicant must do the following:

1. Send us a copy of the letter you received from the U.S. embassy that proves your application was declined, or

Send us a copy of the page of your passport that bears the stamp of visa application receipt (with the US Embassy stamp on it).

2. Specify the method of payment, e.g., credit card, wire transfer (provide bank transfer information) or check. In general, VIU will refund the tuition deposit in same manner as it was received.

The tuition deposit refund process can take up to 45 calendar days.

Special Cases:

In the documented event of prolonged illness or accident, death in the family, or other special circumstances that make it impractical to complete the program, then VIU shall make a settlement that is reasonable and fair to both parties. (Each case will be evaluated on its merit.)

Virginia International University (VIU) is open all year except for the week between Christmas and New Year's Day and during public holidays (please refer to VIU's website for the observed holidays, <http://www.viu.edu/admissions/holidays.html>).

Bank Details

VIU will provide bank information for the purpose of sending money as needed.

Housing

Virginia International University provides limited assistance to students in locating off-campus housing. However, prospective students must make a separate request by completing the accommodation form. Should housing services be needed by the student, VIU will provide the student's accommodation details to the agent.

For more information, please visit <http://www.viu.edu/resources/accommodation.html>

VIU Agent Contract

This Contract is drawn between:

Virginia International University (VIU) 3957 Pender Drive, VA 22030 USA.
and

Name of Agent _____
of

Address: _____

Tel: _____ **Fax:** _____

E-mail: _____ **Web:** _____

Whereby It Is Agreed as Follows:

1 - In this agreement, where the context so states, the following definitions shall apply:

“tuition fee” means the fee paid by students for a program or course

“the student” means any student sent by the agent to study a program/course at VIU

“the program” means any program provided by VIU

“the course” means any course provided by VIU

“the course fee” means the fee paid by the student for the course

“the agent” means _____, the signatory of this contract.

(Name or Institution)

2 – Virginia International University (VIU):

2.1 VIU agrees to give the Agent the authority to introduce and recommend individual students in accordance with the admission standards and policies of VIU, and/or any other guidelines agreed by both parties.

2.2 VIU shall endeavor to provide the Agent complete and up-to-date information on the university with regard to the programs, course structure, fee schedules, admissions policies and other important aspects in order to assist in the proper counseling of prospective students.

2.3 VIU shall answer any inquiries and send all correspondence and related documents to the Agent promptly via the most efficient means.

2.4 VIU agrees to refund the tuition fee if the student is denied a visa. A refund will be paid only after VIU receives a copy of the Letter of Denial from the US Embassy or a copy of

the page of your passport that bears the stamp of visa application receipt (with the US Embassy stamp on it).

(The refund process may take up to 45 days after receiving the above-mentioned documents.)

2.5 Agent fees will not be based upon the total number of students sent to VIU. Payment will be based upon the continuing students enrolled at VIU in a particular semester (excluding application fee, postage fee and all other fees).

2.5.1 – To pay 12% commission calculated on the basis of the student’s tuition fee for up to 5 students.

2.5.2 – To pay 14% commission calculated on the basis of the student’s tuition fee for 6 – 10 students. (For example, if an agent already has 5 students currently enrolled at VIU, and sends one more, the first 5 students’ commission will be computed at 12% and the 6th student’s commission will be computed at 14%.)

2.5.3 – To pay 16% commission calculated on the basis of the student’s tuition fee for 11 – 20 students.

2.5.4 - VIU will pay 20% commission calculated on the basis of student’s tuition fee for 21 or more students.

2.5.5 – To pay agent commission two to four weeks after the end of the semester.

Payments will be made only upon receipt of invoice, which must include the students’ names and the program of study.

2.6 VIU will not pay a commission if the Agent does not indicate on the application form that he or she represents the student, if the student withdraws from their program of study within the official refund period, or if the student has already submitted an application form to VIU.

2.7 VIU will review the Agent’s performance annually. This can be done via student satisfaction surveys or interviews.

3 - The Agent:

3.1 The Agent will send both the original signed agent contract and the company profile, marketing plan and budget, operating license and 3 references as soon as possible to VIU.

3.2 The Agent will represent VIU in a reasonable manner consistent with its published information and promotional materials as well as provide an accurate description of these materials to the student.

3.3 The Agent will give guidance to the students regarding VIU’s course/program features including: course/program content, tuition fees and accommodation arrangements. Agents will and also advise students of their responsibilities as VIU students.

3.4 The Agent should provide advice and assistance to potential students with respect to the preparation of visa applications, in accordance with the US immigration law, to enable the student to travel to and remain in the US for the purpose of study.

- 3.5 The Agent agrees to make no false or misleading statements concerning VIU services, courses, tuition, or attendance at VIU and understands that if its employees or sub-agents do so (misrepresents facts about VIU), VIU may terminate this agreement immediately, without notice, as well as take further action if necessary.
- 3.6 The Agent agrees that he or she shall operate as an independent representative, and neither he nor his employees shall be deemed as, nor treated as employees, or franchisees of VIU.
- 3.7 Upon request, the Agent will provide VIU with a brief description of the services provided for potential students and a schedule of the fees that students pay for such services. It is understood and agreed that the information and fees may be changed at any time by VIU.
- 3.8 The services and responsibilities of the Agent to VIU shall include promotion of VIU, its programs, and other services, including accommodations for students. The Agent shall also advise prospective students and parents to ensure they have a full understanding of the terms before committing to enrollment.
- 3.9 In advising individuals and disseminating information, the Agent shall take all reasonable measures to ensure that only factual and up-to-date information is given.
- 3.10 The Agent shall submit complete documentation of the student's application to VIU promptly by airmail, or any other efficient method as required.

4 – VIU and the Agent:

- 4.1 Each party hereby agrees to indemnify and hold harmless the other from any and all claims, costs, fees, expenses, and judgments that may be incurred by the party because of the performance or defective performance of the other party or its employees. Neither party shall have the authority to bind the other.
- 4.2 VIU shall have the right to change the prices charged (tuition and fees) to the students with thirty (30) days written notice to the Agent. In addition, VIU agrees to honor the old fees with respect to all payments received for services prior to the effective date of increase. VIU reserves the right to modify any quoted fees if that modification is implemented in writing. In addition, VIU agrees to honor the initial prices agreed upon with respect to all payments received for services, prior to the effective date of the fee increase.
- 4.3 Each party hereby agrees to hold the other party harmless of any claims, losses, or damages, including reasonable attorney's fees, in connection with any claim, action or proceeding which may arise or result from the performance (or misperformance) by said party of its obligations pursuant to this agreement, provided that neither party shall be responsible for consequential damages.
- 4.4 No party may assign its rights or delegate any of its duties or responsibilities to another party (including sub-agents) without prior written approval from the other party (initial party).

- 4.5 This written agreement represents the entire agreement and understanding the parties hereto and in relation to the subject matter hereof and may not be changed or modified except in a written agreement which is signed by the two initial parties. In case of conflicts, VIU's decisions will be final but the decision will be based upon facts and a written response will be provided.
- 4.6 Except as otherwise provided in this agreement, any notice required or permitted herein shall be in writing and shall be deemed to have been sufficiently given or served for purposes hereof when presented personally, sent by fax (with a hard copy to follow), email or upon being sent, prepaid, by a commercial receipted delivery service, addressed as follows:

Virginia International University
3957 Pender Drive, Fairfax VA 22030 USA
Tel: +1-703-591-7042 Fax: +1-703-591-7046
E-mail: admissions@viu.edu web: www.viu.edu

Upon notification, either party may designate another party or person to which notices are to be sent.

- 4.7 The parties agree that any information received (including but not limited to price information) which is not general public knowledge shall not be disclosed by the recipient to any third party without the written authorization of the other party.

- 4.8 This agreement does not in any way grant exclusive rights to promote VIU services in _____.
City/state/country of the agent

- 4.9 Agent is responsible for any promotional costs that they may incur. No materials may be used for the advertisement or promotion of VIU unless they have been provided by VIU, or have been approved in writing by VIU prior to publication or usage. At least 30 days prior to any publication, the Agent shall submit to VIU for approval all materials to be used in advertising or promoting VIU and student recruitment.

CONFIDENTIALITY OF AGREEMENT:

Both parties will treat this Agreement, all service information, descriptions and fees, methods of operations and authorization codes, and their terms and conditions as strictly confidential. Subject to disclosure as required by law, neither party will disclose any of this information, or any of these materials to any employees, nor any third party to this Agreement who has no authority to have access to the data and/or any documents relating to this Agreement. Either party will immediately inform the other party of any requests or orders for any such information from persons and/or entities not a party to this Agreement before responding thereto. Such notification shall be by both telephone and by mail.

Neither the agency nor VIU shall have any liability under this Agreement for special consequential, indirect, or punitive damages, including, without limitations: loss of profits, except as stated herein, even if advised of the possibility of such damages.

DURATION AND TERMINATION:

Agent contracts are valid for 2 years from the date VIU received the contract. VIU may terminate this Agreement upon 1 day's notice of termination to the agency.

If VIU becomes aware that the Agent is engaging in false, misleading or deceptive conduct or otherwise contravening VIU's obligations under this contract, VIU will immediately advise the Agent in writing to cease that activity. If the Agent fails to cease, VIU will immediately withdraw the Agent's authorization to represent VIU, terminate this agreement and stop accepting students from the Agent.

In the event that a court with proper jurisdiction or another governmental agency with proper jurisdiction issues an order finding that a provision of this Agreement is unlawful, that provision will be rendered ineffective and will be severed from the agreement. The remaining provisions of this Agreement will continue in effect and will bind the parties. All disputes will be handled in the State of Virginia Courts or Federal Circuit Courts based in Washington, DC.

Whereby It Is Agreed as Follows

5 This Contract is effective from _____ to _____ unless either party gives at least 30 days written notice to end the Contract.

Date: _____

Signed on behalf of Virginia International University:

(Full name and title) (Signature)

Witnessed by:

(Full name and title) (Signature)

Address for the witness: _____

Signed on behalf of the Agent:

(Full name and title) (Signature)

Witnessed by:

(Full name and title) (Signature)

Address for the witness: _____

For the purpose of this Contract, the applicable rules and regulations covered under Virginia State Laws governing contracts and agreements will be followed.

Commission Payment Details

There will be fees that the bank will apply to the Agent when we send commission depending on the location of the account:

Wire Transfer

Bank Name : _____

Bank Address : _____

Account Name : _____

Account Number : _____

Swift Code : _____

Check

Payee Name : _____

Address : _____

Others

Payment Type : _____

Payment Information : _____
